

LEMOORE CITY COUNCIL COUNCIL CHAMBER 429 C STREET March 21, 2017

## **AGENDA**

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

### 7:30 pm REGULAR SESSION

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

# **PUBLIC COMMENT**

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 3 minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff.

# CEREMONIAL / PRESENTATION - Section 1

1-1 American Legion Officer of the Year (Smith)

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

2-1 Department & City Manager Reports

#### CONSENT CALENDAR - Section 3

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

- 3-1 Approval Minutes Regular Meeting March 7, 2017
- 3-2 Approval Second Reading Ordinance 2017-04 Adding Chapter 11 of Title 1 of the Lemoore Municipal Code Pertaining to Proprietary Rights and Use of Official City Seal and Other Insignia
- 3-3 Approval Bid Award for Wells 7 and 12 Rehabilitation
- 3-4 Approval 2017-18 Transportation Development Act Funds Claim; Notice of Exemption No. 2017-01 and Resolution 2017-05
- 3-5 Approval Notice of Completion for Tract No. 910, Aniston Place North
- 3-6 Approval Denial of Claim for Mr. Thomas Smith
- 3-7 Approval Resolution 2017-06, Revised Community Block Development Grant (CDBG) Program Income Reuse Agreement
- 3-8 Approval Appointment of Downtown Merchants Advisory Member

# PUBLIC HEARINGS - Section 4

4-1 Resolution 2017-07 Summarily Vacating a Public Service Easement at 341 N. 19 ½ Avenue (APN 023-460-03), the Grove Apartments (Olson)

# NEW BUSINESS - Section 5

- 5-1 Report and Recommendation Contractual Services with QK for Water, Wastewater, and Storm Water Master Plans (Olson)
- 5-2 Report and Recommendation Confirmation and Status of Emergency Water Repair at Hill Street between D and C Streets (Olson)

# CITY COUNCIL REPORTS AND REQUESTS - Section 6

6-1 City Council Reports / Requests

# **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 Mayor will provide an oral report regarding the Closed Session once adjourned.

- Conference with Legal Counsel Existing Litigation Government Code Section 54956.9(d)(1) Case No. 14-C0082
  - Martin v. City of Lemoore, et al.
- 2. Public Employee Performance Evaluation City Manager Government Code Section 54957
- Public Employee Appointment/Employment City Manager Government Code Section 54957

#### **ADJOURNMENT**

#### **Tentative Future Agenda Items**

# April 4th

SS - Impact Fee Study (Olson)

#### April 18th

SS – Lemoore Chamber of Commerce (Speer)

SS - Kings County Association of Governments (Speer)

PH – Zoning Text Amendments (Holwell)

# May 2<sup>nd</sup>

SS – State of the Base (Speer)

PH – Lighting, Landscape and Maintenance Districts (Olson)

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the City Hall, 119 Fox St., 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) 924-6705, at least 4 business days prior to the meeting.

# **PUBLIC NOTIFICATION**

I, Mary J. Venegas	s, City Clerk for the City	of Lemoore, decl	lare under pena	alty of perjury	that I posted the
above City Council	Agenda for the meeting	of March 21, 20	17 at City Hall,	119 Fox Stre	et, Lemoore, CA
on March 16, 2017					

//s//	
Mary J. Venegas, City Clerk	

# March 7, 2017 Minutes Joint Study Session Lemoore City Council Meeting with Planning Commission and Parks and Recreation Commission

# CALL TO ORDER:

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

ROLL CALL: Mayor: MADRIGAL

Council Members: BROWN, CHEDESTER, BLAIR

Absent: NEAL

City Staff and contract employees present: Acting City Manager Smith; City Attorney Van Bindsbergen; Development Services Director Holwell; City Clerk Venegas; Public Works Director Olson; Chief Financial Officer Corder; Assistant to the City Manager Speer; Executive Assistant to the City Manager Champion.

Planning Commissioners present: Chairperson Meade; Vice Chairperson Marvin; Commissioners Badasci, Clement; Dow and Etchegoin.

Parks and Recreation Commissioners present: Chairperson Fuller; Vice Chairperson Smith; Commissioners Chaney and Orange.

### **PUBLIC COMMENT**

There was no Public Comment.

# STUDY SESSION – Section SS

### SS-1 Bi-annual Ethics Training

City Attorney Van Bindsbergen provided the bi-annual Ethics Training to City Council Members, Planning Commissioners, Parks and Recreation Commissioners, as well as required city staff.

City Attorney Van Bindsbergen discussed the following:

- > The Council's Role
  - Setting the Direction for the City
  - o Determine Policy
  - Provide Support to the City Manager and Staff
- > The Commissioner's Role
  - Advise Council
  - Establish an Effective and Efficient Organizational Structure
- City Manager/Staff's Role
  - Day to Day Operation of the City
  - o Implement Council Policy
  - Community Interaction/Customer Service
- > Ethics
  - Personal Financial Gain
  - Personal Advantages and Perks

- o Governmental Transparency and Fair Processes
- o General Ethics Principles Beyond the Law

#### **ADJOURNMENT**

At 6:56 p.m. Council adjourned.

# March 7, 2017 Minutes Lemoore City Council Regular City Council Meeting

CALL TO ORDER:

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

ROLL CALL: Mayor: MADRIGAL

Council Members: BLAIR, BROWN, CHEDESTER

Absent: NEAL

City Staff and contract employees present: Acting City Manager Smith; City Attorney Van Bindsbergen; Development Services Director Holwell; City Clerk Venegas; Public Works Director Olson; Chief Financial Officer Corder; Assistant to the City Manager Speer; Deputy City Clerk Lourenco; Management Analyst Beyersdorf.

# **PUBLIC COMMENT**

Tom Reed stated he called the Public Works Department last Thursday, due to his trash not being picked up. Employees worked together the following week to ensure his trash was picked up. He stated that this is an example of excellent service from both City of Lemoore employees.

### CEREMONIAL / PRESENTATION - Section 1

There were no Ceremonial / Presentations.

# DEPARTMENT AND CITY MANAGER REPORTS - Section 2

# 2-1 Department & City Manager Reports

Public Works Director Olson provided a brief update on the water trials regarding the ongoing TTHM issues. There was a water leak on Lombardy due to the undermined roadway. The project will be going out to bid. Water division did a great job. He thanked the Police Department and residents who provided food and coffee to City employees. The Senior Center final plans were approved and the project will be out to bid for 30 days.

Assistant to the City Manager Speer stated the final General Plan Update Community Meeting is Tuesday, March 21<sup>st</sup> from 5:30 – 7:30 pm at the Civic Auditorium. The 2040 General Plan draft will be received. The Luau on the Green is March 11<sup>th</sup> at the Lemoore Golf Course. All benefits for Lemoore Youth Recreation Scholarship fund.

Chief Financial Officer Corder stated the budget was due two weeks ago from all Departments. Accounting is in the process of putting it together to see the total cost and estimate revenues.

City Clerk Venegas informed Council about the upcoming Employee Appreciation Dinner on Thursday, March 25<sup>th</sup> at 6:00 p.m at the Lemoore Senior Center. RSVPs are due by March 17<sup>th</sup>.

# **CONSENT CALENDAR - Section 3**

- 3-1 Approval Minutes Regular Meeting February 21, 2017
- 3-2 Approval Second Reading Ordinance 2017-03 Amending Chapter 6 of Title 6 of the Lemoore Municipal Code pertaining to Skateboarding, Scooters, and Roller Skates

Motion by Council Member Chedester, seconded by Council Member Brown, to approve the Consent Calendar as presented.

Ayes: Chedester, Brown, Blair, Madrigal

Absent: Neal

## PUBLIC HEARINGS - Section 4

There were no Public Hearings.

# NEW BUSINESS - Section 5

5-1 Report and Recommendation – Investment Report for the Month Ended January 31, 2017

Motion by Council Member Chedester, seconded by Council Member Blair, to receive and file the Investment Report for Month Ended January 31, 2017.

Ayes: Chedester, Blair, Brown, Madrigal

Absent: Neal

5-2 Report and Recommendation – First Reading – Ordinance 2017-04 Adding Chapter 11 of Title 1 of the Lemoore Municipal Code Pertaining to Proprietary Rights and Use of Official City Seal and Other Insignia

Motion by Council Member Brown seconded by Council Member Chedester, to approve the introduction (first reading) of Ordinance No. 2017-04, an Ordinance of the City Council of the City of Lemoore, Adding Chapter 11 of Title 1 of Municipal Code Pertaining to Proprietary Rights And Use Of Official City Seal And Other Insignia; waive the first reading in its entirety; and set the second hearing on the Ordinance for the Council's next regular meeting.

Ayes: Brown, Chedester, Blair, Madrigal

Absent: Neal

5-3 Report and Recommendation – Resolution 2017-04 Authorizing the Signature Card for the Community Development Block Grant (CDBG) Program Required by the California Housing and Community Development Department for the Funds Request Form

Motion by Council Member Chedester, seconded by Council Member Brown, to adopt Resolution 2017-04, authorizing the Acting City Manager to identify and authorize the City of Lemoore Public

Works Director and the Chief Financial Officer as authorized signatories for the Community Development Block Grant (CDBG) Funds Request.

Ayes: Chedester, Brown, Blair, Madrigal

Absent: Neal

5-4 Report and Recommendation – Confirmation and Status of Emergency Water Repair at Hill Street between D and C Streets

Informational only.

# CITY COUNCIL REPORTS AND REQUESTS - Section 6

6-1 City Council Reports / Requests

Council Member Blair stated she had meetings with Veterans this week and made a recommendation to adopt a policy to recognize service members from the community when they have passed. She stated that it was the first time she has heard of the Luau on the Green and suggested improving communication and outreach of all events.

Council Member Brown stated that the recognition of Veterans means a lot and is something to look into.

Council Member Chedester concurs reference recognition of Veterans.

Mayor Madrigal also agreed regarding the recognition of Veterans. He also provided information regarding the Ribbon cutting on Thursday, March 16 at 4:00 p.m to kick off the High School Bigs program at the Lemoore Elementary. The cooperation between the High School and Elementary school has been amazing.

# At 7:58 p.m. the meeting adjourned. ATTEST: APPROVED: Ray Madrigal Mayor



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# **Staff Report**

**Item No: 3-2** 

To: Lemoore City Council

From: Janie Venegas, City Clerk / Human Resources Manager

Date: March 8, 2017 Meeting Date: March 21, 2017

Subject: Second Reading - Ordinance 2017-04 Adding Chapter 11 of Title 1 of

the Lemoore Municipal Code Pertaining to Proprietary Rights and Use

of Official City Seal and Other Insignia

# **Strategic Initiative:**

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

# **Proposed Motion:**

Conduct the second reading of Ordinance No. 2017-04, an Ordinance of the City Council of the City of Lemoore, Adding Chapter 11 of Title 1 of Municipal Code Pertaining to Proprietary Rights And Use Of Official City Seal And Other Insignia; waive the second reading in its entirety and adopt the ordinance.

# **Subject/Discussion:**

On February 7, 2017, the City Council directed staff to prepare a policy for the use of the City logo and seal.

Based on the request of City Council, the attached ordinance was developed. The ordinance establishes the City's official seal and official insignia as proprietary, and restricts the usage of official seal to official city business only.

# Financial Consideration(s):

Not applicable.

# **Alternatives or Pros/Cons:**

# Pros:

- Establishes set guidelines for the use of the City insignia on all documents including City Council business cards.
- The guideline is specific to time, place and manner of use, but not content.

# Cons:

None noted.

# <u>Alternatives</u>

• Council could provide alternative direction.

# **Commission/Board Recommendation:**

Not applicable.

# **Staff Recommendation:**

Staff recommends City Council hold the second reading on Ordinance 2017-04; waive the reading of the Ordinance in its entirety and adopt the ordinance. The Ordinance will take effect thirty (30) days following adoption.

Attachments:	Review:	Date:
☐ Resolution:		3/12/17
☑ Ordinance: 2017-04	□ City Attorney	3/13/17
□ Map	□ City Manager	3/15/17
☐ Contract	□ City Clerk	3/15/17
☐ Other		
List:		

#### ORDINANCE NO. 2017-04

# AN ORDINANCE ADDING CHAPTER 11 TO TITLE 1 OF THE CITY OF LEMOORE MUNICIPAL CODE PERTAINING TO PROPRIETARY RIGHTS AND USE OF OFFICIAL CITY SEAL AND OTHER INSIGNIA

The City Council of the City of Lemoore does ordain as follows:

# **SECTION 1.** Adoption.

Chapter 11 of Title 1 of the Lemoore Municipal Code, are hereby added to read as follows:

# **Sections:**

- 1-11-1 Purpose.
- 1-11-2 Definitions.
- 1-11-3 Custody and use of official seal and other City insignia.
- 1-11-4 Severability.
- 1-11-5 Unlawful use of City Seal or City Logo
- 1-11-6 Enforcement

# 1-11-1 **Purpose.**

The purpose of this policy is to specify the permissible uses for the use of the official seal and other official insignia of the City of Lemoore.

#### 1-11-2 Definitions.

- (a) Official seal: The seal of the City of Lemoore is as adopted by the Lemoore City Council.
- (b) City logo: A logo of the City of Lemoore, means and includes, but is not limited to, logotypes or identifying symbols, which are associated with, or otherwise used to indicate the City of Lemoore or any city department.
- (c) City of Lemoore website banner: The City of Lemoore website banner shall be the picture that appears across the top of the City's Official Website.
- (d) Other Official City Insignia: In addition to that listed above, Other Official City Insignia shall be any other intellectual property right owned by the City, including the names of City facilities.

# 1-11-3 Custody and use of official seal and other City insignia.

- (a) The City Clerk of the City of Lemoore shall have custody of the official seal, the City of Lemoore website banner, emblems, and all other City logos or insignia (hereinafter "City Insignia"). The use of City Insignia shall be for the purposes directly connected with the official business of the City of Lemoore, its City Council, officers or departments, and for those matters expressly approved by the City Council.
- (b) With the exception of uses of City Insignia for purposes directly connected with the official business of the City of Lemoore, it shall be unlawful for any person to use or allow to be used any reproduction or facsimile of City Insignia, including any design so closely resembling the City Insignia as to be apparent to deceive.
- (c) The names of City facilities shall be used in accordance with their official purposes and it shall be unlawful for any person to use or allow the name to be used for private purposes without first receiving written approval from the City.

# 1-11-4 Severability.

If any provision, clause, sentence or paragraph of this chapter or the application thereof to any person or circumstance shall be held invalid, such invalidity shall not affect the other provisions or applications of the provisions of this Chapter which can be given effect without the invalid provisions or application and, to this end, the provisions of this chapter are declared to be severable.

# 1-11-5 Unlawful Use of City Seal or City Logo.

It is unlawful for any person to knowingly or willfully use, or to cause the use of, a copy or replica of the seal of the city, a copy or replica of any city logo, or any other official indicia of the city, any city department, or office of the city, for any private or commercial purpose.

#### 1-11-6 Enforcement.

A violation of this chapter shall be a misdemeanor punishable in accordance with the laws of the State of California or as otherwise provided for in this Code.

# **SECTION 2. Severance Clause.**

The City Council declares that each provision of this ordinance is severable and independent of every other provision. If any portion of this ordinance is held invalid, the City Council declares that it would have adopted the remaining provisions of this ordinance irrespective of the portion held in valid, and further declares its express intent that the remaining provisions of this ordinance should remain in effect after the invalid portion has been eliminated.

**SECTION 3**. This Ordinance shall take effect 30 days after its adoption.

**SECTION 4**. The City Clerk is hereby directed to cause a summary of this Ordinance to be published by one insertion in a newspaper of general circulation in the community at least five (5)

days prior to adoption and again (15) days after its adoption. If a summary of the ordinance is published, then the City Clerk shall cause a certified copy of the full text of the proposed ordinance to be posted in the office of the City Clerk at least five (5) days prior to the Council meeting at which the ordinance is adopted, and again after the meeting at which the ordinance is adopted. The summary shall be approved by the City Attorney.

The foregoing Ordinance was introduced at a regular meeting of the City Council of the City of Lemoore held on the 7<sup>th</sup> day of March 2017 and was passed and adopted at a regular meeting of the City Council held on the 21<sup>st</sup> day of March 2017 by the following vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		
ATTEST:	APPROVED:	
Marisa Lourenco	Ray Madrigal	
Deputy City Clerk	Mayor	



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# **Staff Report**

Item No: 3-3

To: **Lemoore City Council** 

From: Nathan Olson, Public Works Director

Date: March 10, 2017 March 21, 2017 Meeting Date:

Subject: Bid Award for Wells 7 and 12 Rehabilitation

Strategic Initiative:	
☐ Safe & Vibrant Community	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	
☐ Community & Neighborhood Livability	☐ Not Applicable

# **Proposed Motion:**

Council to award bid for rehabilitation of Well 7 and Well 12.

# **Subject/Discussion:**

The City of Lemoore has 9 wells which produce approximately 5.4 million gallons of water per day. The City's water system is managed by the Public Works Department and regulatory authority is held by the California Department of Water Resources, Division of Drinking Water (DWR).

Wells 7 and 12 have been showing increased levels of bacteria and coloring. City staff has been working with DWR to mitigate issues regarding Total Trihalomethanes (TTHM's) in the city's water supply. During testing of naturally occurring bacterial matter present in the wells, it was decided to shut down wells 7 and 12 to perform well rehabilitation. The City has been able to provide ample water supply, as water use decreases in the winter months. However, as summer approaches, water demand will increase and without the use of wells 7 and 12, the City will not be able to meet water demands of city water users.

In an effort to ensure that the water from wells 7 and 12 will meet all state standards, the wells should be rehabilitated. Well 7 was last rehabilitated in 2012, and Well 12 in 2010. In both cases, the rehabilitation was deemed successful. During these rehabilitations, Aegis advised the City that they recommended rehabilitation to these wells every 4 to 6 years.

Well 7 construction was completed in 2005. Average discharge exceeded 1,250 gallons per minute in final production testing, with a specific capacity around 15 gallons per minute per foot of drawdown (difference between static water level and pumping water level) at the time of completion. Arsenic concentrations (2.7 parts per billion against the standard of 10) for this well were, and still are, below the current Primary Drinking water standard. Historically, Well 7 has experienced an increase in the biological activity present in the well. As such, Well 7 has needed both physical and chemical rehabilitation, to significantly reduce the concentrations of these naturally occurring bacteria. Recently the well has experienced increased drawdown, and biological sampling indicates that there is significant bacterial presence in the well.

Well 12 was completed in 1999, and the average discharge was about 2,000 gallons per minute in final production testing, with a specific capacity around 22.5 gallons per minute per foot of drawdown. Historically, Well 12 has experienced an increase in the biological activity present in the well, along with a significant color issue. As such, Well 12 has needed both physical and chemical rehabilitation, to significantly reduce the concentrations of these naturally occurring bacteria. The suspected increase in bacterial presence and activity may account for the increased color noticed in water obtained from Well 12 in recent months, and as such the rehabilitation should decrease this color once completed.

Along with Well 7, and several other City wells, Well 12 was recently sampled and those samples analyzed for bacterial presence. This biological sampling revealed that like Well 7, there is a significant bacterial presence in the Well 12.

Wells 7 and 12 are off-line and not producing as water demand on the city supply system are currently low. Treating these wells before demand begins to rise ensures the city water supply will have adequate flow and pressure to service the residents of Lemoore.

The City went out to bid for well rehabilitation, and bids were opened on March 15, 2017. Staff is recommending contract award to the lowest responsive bidder.

# Financial Consideration(s):

A budget adjustment in the water enterprise fund is requested in the amount to complete well rehabilitation per the received bids and an additional \$10,000 contingency for parts. The water enterprise fund currently has \$2.7 million set aside for remediation.

# **Alternatives or Pros/Cons:**

# Pros:

- Increased water quality expected post treatment of well
- Color of water will likely be compliant with the secondary constituent standards

# Cons:

• Unbudgeted preventive maintenance

# **Commission/Board Recommendation:**

Not applicable

# **Staff Recommendation:**

Staff recommends that City Council approve the budget adjustment and award the bid as presented during meeting to the lowest, responsive bidder.

Attachments:	Review:	Date:
☐ Resolution:		3/12/17
☐ Ordinance:	□ City Attorney	3/13/17
□ Map		3/15/17
☐ Contract		3/15/17
☐ Other		
List:		



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# **Staff Report**

Item No: 3-4

To: Lemoore City Council

From: Nathan Olson, Public Works Director

Date: March 1, 2017 Meeting Date: March 21, 2017

Subject: 2017-18 Transportation Development Act Funds Claim; Notice of

Exemption No. 2017-01 and Resolution 2017-05

# Strategic Initiative:

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

# **Proposed Motion:**

It is recommended that City Council:

- 1. Approve the environmental Notice of Exemption No. 2017-01 documentation;
- 2. Adopt attached Resolution 2017–05, making a determination regarding public transit needs and;
- 3. Authorize the Acting City Manager to submit the TDA claim application including any needed amendments after the 2017 population figures are released.

### Subject/Discussion:

Each year the City of Lemoore receives Local Transportation Fund (LTF) revenues through the California Department of Transportation. LTF funds are to be utilized for maintenance of local streets and roadways. Kings County Association of Governments (KCAG) is the responsible entity for managing allocations to Kings County agencies. LTF allocations are established using base population figures as reported by the California Department of Finance.

The City of Lemoore has received the "Estimated Fiscal Year 2017-2018" Transportation Development Act (TDA) Shares from KCAG regarding Fiscal Year 2017-2018 Local Transportation Fund (LTF) Claims. KCAG's estimate of the City's Fiscal

Year 2017-2018 share is \$784,021 based upon the May 2016 population estimate. However, a portion of the City's share is allocated to KCAG and the Kings County Area Public Transit Agency (KCAPTA). The City of Lemoore's share of the annual allocation is \$501,503. Minor adjustments will be made upon receipt of the final report and adoption of KCAG and KCAPTA budgets.

Attached is the Article 8 Claim Form for the Kings County procedural records to request Lemoore's share of funds, a Categorical Notice of Exemption and Resolution 2017-05.

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

As part of the requirements to request funds under Article 8, the City must provide a list of those projects which will be funded by the annual LTF allocation. The attached Schedule of Projects is from the approved 2015-2020 Streets Community Investment Program (CIP) Budget.

All agencies filing a claim for funds are required to hold a public hearing to determine if unmet transit needs exist within their jurisdiction. The Kings County Area Public Transit Agency (KCAPTA) held public hearings on January 25, 2017 and February 22, 2017 on behalf of its member agencies, of which the City of Lemoore was included.

# **Financial Consideration(s):**

Article 8 estimates the City will receive \$501,503 of the \$784,021 anticipated and is to be used for maintaining local streets and roads. The remaining funds will go to KCAPTA and KCAG.

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

# Pros:

Additional streets and road project funding.

#### Cons:

None noted

# **Commission/Board Recommendation:**

None.

# **Staff Recommendation:**

Staff recommends City Council approve and adopt required forms and authorize Acting City Manager Smith to sign FY 2017-2018 TDA Claim Amendment No. 1.

Attachments:	Review:	Date:
⊠ Resolution: 2017-05	⊠ Finance	3/12/17
☐ Ordinance:	□ City Attorney	3/14/17
□ Map	□ City Manager	3/15/17
☐ Contract	□ City Clerk	3/15/17
Other		
List: Notice of Exemption CIP Projects		

# CITY OF LEMOORE NOTICE OF EXEMPTION NO. 2017-01

TO:	County Clerk County of Kings	FROM:	City of Lemoore City Clerk
	Kings County Government Center		119 Fox Street
	Hanford, CA 93230		Lemoore, CA 93245
	120012020, 011 70 200		
	ct Title – Application for Local Trans	-	*
transp	portation and maintenance of existing	streets and roa	ds.
<u>Proje</u>	ct Location – Specific – Various stre	ets within the	City of Lemoore.
Proje	ct Location – City and County – City	of Lemoore,	County of Kings
fund t	ription of Nature, Purpose and Bene- the Kings County Rural Transportation Streets for the benefit of vehicular traf	n Agency Prog	
Name	e of Agency Approving Project – Cit	ty of Lemoore	
Name	e of Person or Agency Carrying Out	t <b>Project</b> – Cit	y of Lemoore
Exem	tept Status: (Check One)		
	Ministerial – Section 15073 Declared Emergency – Secti	on 15071 (a)	
	Emergency Project – Section		d (c)
<u>X</u>	<b>.</b> .	, ,	
•	ct will not result in an expansion or in ring surface repair.	tensification o	f use of streets. Streets are
Darr	ell Smith, Acting City Manager	(559)	924-6700
Conta	ct Person	Telep	phone No.
If file	d by applicant:		
1.	Attach certified document of exemp	tion finding.	
2.	Has the Notice of Exemption been f		
	approving the Project? Yes _	<u>X</u> No	
Date:	March , 2017		
		Darrell Smit	h, Acting City Manager

#### **RESOLUTION NO. 2017-05**

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

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

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

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

**WHEREAS**, the Kings County Area Public Transit Agency Board, a joint powers authority, conducted a Public Hearing on January 25 and February 22, 2017, on behalf of the City Council, to determine if there are any unmet transportation needs that are reasonable to meet; and

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

**WHEREAS**, the City Council, at its March 21, 2017, meeting requested public comment regarding unmet transit needs; and

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

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

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

\* \* \* \* \* \* \* \* \* \*

<b>PASSED AND ADOPTED</b> by the City C held on the 21 <sup>st</sup> day of March 2017 by the follow	Council of the City of Lemoore at a regular meeting ing vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	APPROVED:
Marisa Lourenco Deputy City Clerk	Ray Madrigal Mayor

# ATTACHMENT "C"

# **COMMUNITY INVESTMENT PROGRAM**

C.I.P. Description/Project No.		Project Cost		2017/18	
9006 Slurry Seal Street Project	\$	117,500	\$	117,500	
9010 So Vine Street Road Reconstruction 9011 Vine Street Lighting	\$ \$	910,000 142,500	\$ \$	750,000 125,000	
TOTAL	•	1.170.000	<b>e</b>	992.500	

# **CLAIM FOR TDA FUND**

# OTHER CLAIMS ARTICLE 8

1.	Claimant: Cit	y of Lemoore				
	<u>119</u>	Fox St.				
	Lei	noore, CA 93245				
2.	Claim for FY 2	017-18				
3.	Amount of App	ortionment (estimate):	<u>17.4227%</u>	\$_	784,021	
4.	Purpose for wh	ich claimed funds will be	e used:			
	Article 8, Section	on 99400(a), Local Stree	t and Roads.	\$_	501,503	
	Article 8, Section	on 99400(c), Transportat	ion Services.	\$	0	
	Article 8, Section	on 99233.1 and 99402, P	lanning.	\$_	22,469	
	Article 8, Section	on 99234.9, Rail Passeng	er Service Projects	\$		
5.	NOTE: KCAP	ΓA will Claim \$ <u>260,049</u>	through Article 4.			
6.			ublic hearing for the purpose t within your jurisdiction?	of so	oliciting comme	nts
	NO		YES			
7.	no areas within	your jurisdiction with u	lution in which the finding on the standard reads which ion systems or by establishin	ich c	ould reasonably	
	NO		YES			
			ocumentation of the finding, ne finding, and designate it as			ınd

8. Has your governing body passed a resolution authoring the person whose signature below to submit this claim?			
	NO	YES	
9.	Proposed road maintenance and con-	struction budget for the fiscal year of this claim:	
		\$	
	Include a list of road maintenance requested and designate it as "Attack	e and construction projects for which the funds are ment C".	
10.	Has your governing body certified this claim?	environmental documents for projects to be funded by	
	NO	YES	
11			
11.	Signature and Title	Date	
	Payment for projects approved by Ke	CAG will be made to Claimant as money is available for	

Payment for projects approved by KCAG will be made to Claimant as money is available for distribution in Claimant's account.

# REQUEST FOR TDA FUNDS

# PEDESTRIAN AND BICYCLE FACILITIES ARTICLE 3

FISCAL YEAR:

<u>2017-18</u>

TO:		Kings County Association of Governments				
FROM (	CLAIMANT:	City of Lemoore 119 Fox St. Lemoore, CA 93245				
bicyclists	s. They are all	nated for the development of facilities for the exclusive use ocated without respect to the apportionment of Article 4 or A ted to be available for this purpose is \$ 90,000.	-			
I.	SUMMARY	OF PROJECT:				
	this project w	be how you intend to use the requested funds and include an ill enhance commuting and/or recreational needs. How many to if appropriate. Is this a new project or is it upgrading existing	people will benefit'			
II.	BUDGET INI Funding	FORMATION:				
	TDA: Local funds of Federal Funds State Funds: Other:	ommitted, if any	\$ \$ \$ \$			
	Total cost of p	project:	\$			

Expenditures to date: ......\$

	Describe your efforts to coordinate this project with other community agencies, citizens (Is this project included as a portion of a plan?)	, etc
	Explain what previous steps have been taken to promote the public's awareness of the ber of non-motorized methods of transportation such as education programs or emphasis on s requirements?	
	What is the time schedule for project completion?	
	Additional comments?	
	. Attach a signed resolution or minute order from your City Council or Board of Superv authorizing this request as Attachment "A".	isor
,	Signature and Title Date	

# ESTIMATED FY 2017-18

### TRANSPORTATION DEVELOPMENT ACT SHARES

	****	en de la company de la comp	ORTATION FUND SHARES			AMOUNT REMAINING
1.	Estimate of LTF for Fisco County Auditor pursuant California Administrative	to Section 6620 of the				\$4,500,000
2.	Article 3, Pedestrian and	Bicycle Facilities:			\$90,000	\$4,500,000
			AMOUNT		(amount available)	
			AWOON			
	Claimed to date		\$0			
3.	Shares of remaining LTF Finance population estim		nt of			\$4,500,000
	AGENCY	POPULATION*	PERCENTAGE	SHARE		
	Avenai	12,373	8.2282%	\$370,269		
	Corcoran	22,691	15.0898%	\$679,041		
	Hanford	55,840	37.1343%	\$1,671,044	·	
	Lemoore Kings Co.	26,199 33,270	17.4227% 22.1250%	\$784,021		
	Kings Co.	33,270	22,1250%	\$995,625		
	TOTAL	150,373	100.0000%	\$4,500,000		
4.	LTF Administration and A Planning cost for KCAG;				\$128,964	\$4,371,036
	AGENCY	PERCENTAGE	SHARE			
	Avenal	8.2282%	\$10,611		1	
	Corcoran	15.0898%	\$19,460			
	Hanford	37.1343%	\$47,890			
	Lemoore	17.4227%	\$22,469			
	Kings Co.	22.1250%	\$28,534			
	TOTAL	100.0000%	\$128, <del>96</del> 4			
5,	Article 4, Public Transit, KART (Not Shared by Corcoran):			\$1,000,000	\$3,371,036	
	AGENCY	(Based on Pop.	PERCENTAGE & Hrs. of Service)	SHARE		
	Avenal		5.8925%	\$58,925		
	Corcoran		0.0000%	\$0	****	
	Hanford		48.1889%	\$481,889		
	Lemoore Kings Co.		26.0049% 19.9137%	\$260,049 \$199,137	1	
	TOTAL		100.0000%	\$1,000,000		
3.	Article 8, Transportation 5	Services, City of Avenal:		***************************************	\$4,000	\$3,367,036
	(From Avenal's Share) AGENCY		SHARE			
	Avenal		\$4,000			
	Article 4, Public Transit, (	Corcoran Dial-A-Ride:	φ-4,000		\$566,581	\$2,800,455
	(From Corcoran's Share)				4000,001	Ψ2,000,400
	AGENCY		SHARE			
	Corcoran		\$566,581			
	Article 8, Transportation S (From Corcoran's Share)				\$93,000	\$2,707,455
	AGENCY		SHARE			
	Corcoran KART tickets Corcoran Amtrak tickets		\$8,000 \$85,000		***************************************	
	Remaining Article 8 share (By population % shown i				\$2,707,455	\$0
	AGENCY		SHARE			
	Avenal		\$296,733			
	Corcoran		\$290,733 \$0			
	Hanford		\$1,141,265	70		
	Lemoore		\$501,503		at the state of th	
	Kings Co.		\$767,954			
	TOTAL		\$2,707,455			
					<b>I</b>	

Based on 2016 Department of Finance estimates released on May 1.

# ESTIMATED FY 2017-18 TRANSPORTATION DEVELOPMENT ACT SHARES

Fiscal Year 201	te of State Transit Assistar 7-18 by State Controller pr 7 and Section 99314.8 of t			\$592,599	
2. Article 6,5 Alloci By Population (F			Annual Control of the	\$562,698	\$29,89
AGENCY	POPULATION	PERCENTAGE	SHARE		
KCAPTA Corcoran	127,682 22,691	84.9102% 15.0898%	\$477,788 \$84,910		
TOTAL	150,373	100,0000%	\$562,698		***************************************
By Revenue (Pl	JC 99314):			\$29,897	\$
AGENCY			SHARE		
KCAPTA Corcoran			\$26,567 \$3,330		
TOTAL			\$29,897		

<sup>\*</sup> Based on 2016 Department of Finance estimates released on May 1.



119 Fox Street • Lemoore, California 93245 • (559) 924-6735 • Fax (559) 924-6708

# **Staff Report**

**Item No: 3-5** 

To: From:					
Date: March 2, 2017 Meeting Date: March 21, 2017					
Subject:	Subject: Notice of Completion for Tract No. 910, Aniston Place North				
Strategic Initiative:					
Otrategio	iiiidative.				
	& Vibrant Community		Growing & Dynamic Economy		
□ Safe			Growing & Dynamic Economy Operational Excellence		

# **Proposed Motion:**

Approve the filing of the Notice of Completion for Tract No. 910, Wathen Castanos Peterson Homes, Inc. and authorize the Acting City Manager to sign the Notice of Completion.

# Subject/Discussion:

Wathen Castanos Peterson Homes, Inc has completed the off-site improvements for Tract No. 910, Aniston Place North and is now requesting that a Notice of Completion be filed. This subdivision is located north of Tract 791 East Village, Aniston Place, and north of Visconti Street, which is located north of East "D" Street and east of Smith Avenue.

# Financial Consideration(s):

There is no financial impact to City.

# **Alternatives or Pros/Cons:**

None

# **Commission/Board Recommendation:**

N/A

# **Staff Recommendation:**

Staff recommends City Council authorize the Acting City Manager to execute the Notice of Completion approve the filing.

Attachments:	Review:	Date:
☐ Resolution:		3/12/17
☐ Ordinance:	□ City Attorney	3/14/17
☐ Map	□ City Manager	3/15/17
☐ Contract	□ City Clerk	3/15/17
Other		
List: Notice of Completion		

# RECORDING REQUESTED BY AND WHEN RECORDED RETURN TO:

City Clerk City of Lemoore 119 Fox Street Lemoore, CA 93245

# **NOTICE OF COMPLETION**

NOTICE IS HEREBY GIVEN that the City Council of the City of Lemoore, 119 Fox Street, Lemoore, California, entered into an Agreement on April 5, 2016, with WATHEN CASTANOS PETERSON HOMES, INC., for the construction of homes in SUBDIVISION TRACT NO. 910, within the City of Lemoore and that such work had been completed and accepted by the City of Lemoore on the \_21st\_ day of \_MARCH\_, 2017.

	CITY OF LEMOORE
ATTEST:	Darrell Smith, Acting City Manager
Marisa Lourenco, Deputy City Clerk	
CER	RTIFICATE
STATE OF CALIFORNIA ) COUNTY OF KINGS ) ss. CITY OF LEMOORE )	
Notice of Completion and know the content	the City of Lemoore. I have read the foregoing is thereof, and I certify that the same is true of my ve it to be true and correct. I certify under penalty ect.
EXECUTED this day of	, 2017 at Lemoore, California.
Nathan Olson Public Works Director City of Lemogre	

# **PUBLIC AGENCY ACKNOWLEDGEMENT**

STATE OF CALIFORNIA ) COUNTY OF KINGS ) CITY OF LEMOORE )	SS.
basis of satisfactory evider within instrument and ac his/her/their authorized cap	before me, Marisa Lourenco, Deputy City Darrell Smith, personally known to me (or proved to me on the nce) to be the person(s) whose name(s) is/are subscribed to the knowledged to me that he/she/they executed the same in acity(ies), and that by his/her/their signature(s) on the instrument, upon behalf of which the person(s) acted, executed the instrument.
Marisa Lourenco, Deputy C	ity Clerk
<u>PL</u>	JBLIC AGENCY ACKNOWLEDGEMENT
STATE OF CALIFORNIA ) COUNTY OF KINGS ) CITY OF LEMOORE )	SS.
the basis of satisfactory exthe within instrument and his/her/their authorized cap	before me, Marisa Lourenco, Deputy ared Nathan Olson, personally known to me (or proved to me on vidence) to be the person(s) whose name(s) is/are subscribed to acknowledged to me that he/she/they executed the same in acity(ies), and the by his/her/their signature(s) on the instrument, spon behalf of which the person(s) acted, executed the instrument.
Marisa Lourenco, Deputy C	ity Clerk



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# **Staff Report**

Item No: 3-6

То:	o: Lemoore City Council				
From: Janie Venegas, City Clerk / Human Resources Manager					
Date:	March 3, 2017 Meetin	g Date:	March 21, 2017		
Subject:	bject: Denial of Claim for Mr. Thomas Smith				
Strategic	Initiative:				
□ Safe	& Vibrant Community		Growing & Dynamic Economy		
□ Operational Excellence			Operational Excellence		
☐ Community & Neighborhood Livability ☐ Not Applicable					

# **Proposed Motion:**

Approve the Denial of Claim for Mr. Thomas Smith.

# **Subject/Discussion:**

The City of Lemoore received a claim from Mr. Thomas Smith on February 17, 2017 for an incident that occurred on February 1, 2017. Mr. Smith claims city personnel crushed the red brick on his driveway.

The City submitted the claim to the third-party administrator of liability claims, Acclamation insurance Management Services (AIMS). AIMS concluded their investigation and are recommending the City take a position of no liability, and reject the claim, thereby starting the six-month statute of limitations deadline.

# Financial Consideration(s):

Unknown at this time.

# **Alternatives or Pros/Cons:**

# Alternative

Not reject the claim and settle the case for the demand of \$1,200.

# Commission/Board Recommendation: Not applicable.

<u>Staff Recommendation:</u>
Staff recommends denial of the claim for Mr. Thomas Smith, as recommended by AIMS.

Attachments:	Review:	Date:
☐ Resolution:		3/12/17
☐ Ordinance:	□ City Attorney	3/13/17
□ Map	□ City Manager	3/15/17
☐ Contract	□ City Clerk	3/15/17
Other		
List: Claim		

# **CLAIM FORM**

(Please Type Or Print)

CLAIM AGAINST CITY OF LEMOCVE CA.
(Name of Entity)
Claimant's name: 1000 48 Sm114
SS# DOB: Gender: Male X Female
Claimant's address:Telephone:
Address where notices about claim are to be sent, if different from above:
Date of incident/accident: FeB = 1 - 2017
Date injuries, damages, or losses were discovered: Feb- 4-2017
Location of incident/accident: The Alley Betting 22 B Sireet
What did entity or employee do to cause this loss, damage, or injury? PWKTO Big Truck ou
(Use back of this form or separate sheet if necessary to answer this question in detail.)
What are the names of the entity's employees who caused this injury, damage, or loss (if known)?
UKKNOWN.
What specific injuries, damages, or losses did claimant receive? <u>CVU5Wes Red BWCK ON Drivacy</u>
(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)? Remove Damaged Driveual
Brick Raise water meters be Form and Rephase
(Use back of this form or separate sheet if necessary to answer this question in detail 1
Date Signed: 2-17-2017 Signature
If signed by representative:
Representative's Name Address
Telephone #
Relationship to Claimant
CITY CLERK'S OFFICE
FEB 17 2017

RECEIVED

General Diagram		
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	Street Incidents
	1
	North
,	Alley Behild B. Street 2
-	(GAME)
31	22-857
	Heme

B. STreet

Lemoere Rue



Lemoore, CA 93245 Office: 559-924-1900 Fax: 559-924-7834 License #885013

# A DIVSION OF STONEY'S

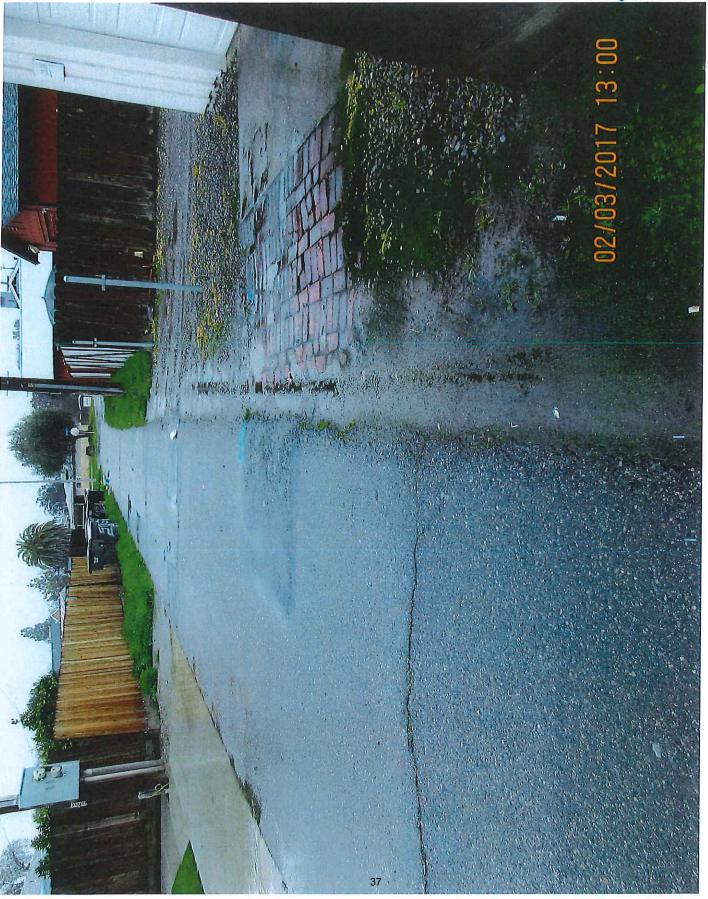
DIR #100000749

# **ESTIMATE**

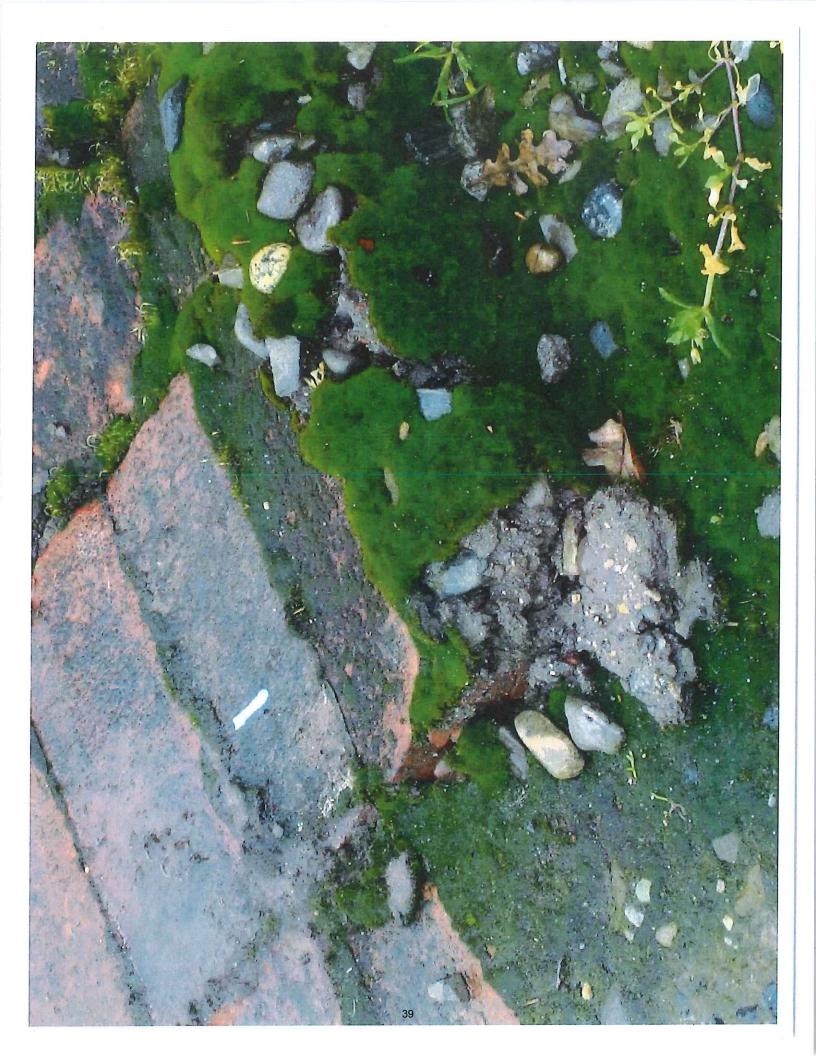
			#0			ESTI	MATE#	7653	
DATE	2/1	4/2017	QUOTED	QUOTED BY		DC			
COMPANY	Thomas Smith				CONTACT	Г	Thomas		
Telephone No.	559	-423-5785		Fax No.			*		
JOB SITE	Tho	omas Smith							
ltem		JOB / DESCRIPTION					TOTAL		
BID JOB		Scope of work: Provide all materials, labor and ed bricks, prep, form and pour new o	quipment to ren concrete pad @	nove an 4" thick	d haul off damag	ged ')		1,200.00	
NOTE: An additional 3% will be charged to any order paid with a credit card.					тот	AL		\$1,200.00	
This proposal may be withdrawn if not accepted within 30 days.									
CCP Representative: DC									
CCP Signature:				Date:					
Accepted By:				Date:					

Thank you for the opportunity, if you have any questions please call David Casida at (559)-904-7856.

(Alley)
back divineway from C Street













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## **Staff Report**

**Item No: 3-7** 

To: Lemoore City Council

From: Nathan Olson, Public Works Director

Date: January 19, 2017 Meeting Date: March 21, 2017

Subject: Resolution 2017-06, Revised Community Block Development Grant

(CDBG) Program Income Reuse Agreement

#### Strategic Initiative:

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

#### **Proposed Motion:**

Hold a public hearing and approve, by Resolution 2017-06, the required changes to the Program Income Reuse Agreement to adhere to California Department of Housing and Community Development (HCD) new Program Income Reuse Agreement template.

### Subject/Discussion:

In July 2014, the State Department of Housing and Community Development (HCD) issued Management Memo Number 14-05 that noticed a revised Program Income Reuse Agreement fill-in template that must be completed, and adopted, by all jurisdictions. The City of Lemoore Program Income Reuse Plan was last revised December 19, 2006.

Under the Community Development Block Grant (CDBG) Program, there are specific rules and requirements associated with the management and use of Program Income (PI) received by grantees and their sub-recipients. PI constitutes federal CDBG funds, and as with CDBG grant funds, PI must be used for CDBG Eligible Activities that meet a National Objective and eligible activity. PI is also subject to the same compliance measures, statutes and regulations as CDBG grant funds. If PI funds are to be less than \$35,000 per fiscal year, and the City has advised HCD at the beginning of the fiscal

year of the intent to exercise the \$35,000 Rule, PI funds may be "re-categorized" as non-CDBG funds. These "re-categorized" funds cannot be expended until the fiscal year ends.

To maintain federal compliance specified in Section 104(j) of the Housing and Community Development Act, and pursuant to 24 CFR 570.489(e)(2), the State Department of Housing and Community Development (HCD) requires that the City of Lemoore revise the CDBG PI process which governs the distribution of income generated from the use of CDBG funds.

Currently the City of Lemoore has one open CDBG contract with HCD. This contract is 14-CDBG-9884 for the rehabilitation of the Senior Center.

PI funds as of February 28, 2017 are \$0.

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

There are no costs associated with this agenda item that would impact the General Fund.

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

None are proposed.

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

Not applicable.

## **Staff Recommendation:**

Staff recommends that the City Council hold a public hearing, have the audience sign the CDBG sign-in sheet, approve Resolution 2017-06 to adopt the CDBG Program Income Reuse Agreement as written, and forward to the State for final approval.

Attachments:	Review:	Date:
☐ Resolution:		3/12/17
☐ Ordinance:	□ City Attorney	3/14/17
□ Map		3/15/17
☐ Contract	□ City Clerk	3/15/17
☐ Other	·	
l iet·		

ANTEG

#### **RESOLUTION NO. 2017-06**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE APPROVING A CITY OF LEMOORE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM INCOME REUSE AGREEMENT

**WHEREAS**, Community Development Block Grant (CDBG) Program Income is gross income received by the City from the use of CDBG funds, and

**WHEREAS**, in accordance with Section 104(j) of the Housing and Community Development Act, and to participate in the State of California Community Development Block Grant (CDBG) Program, the City is required to have a Program Income Reuse Agreement; an agreement that provides the regulatory parameters for using Program Income, and

**WHEREAS**, the City last approved its CDBG Program Income Reuse Plan on December 19, 2006, and

**WHEREAS**, Housing and Community Development (HCD) has updated their CDBG Program Income Policy, and to be in compliance with their update, the City is entering into a CDBG Program Income Reuse Agreement using the approved HCD template, and

**WHEREAS**, in accordance with 24 CFR 570.486 and pursuant to the City's Citizen Participation Plan, the City has provided an opportunity for public comment on the CDBG Program Income Reuse Agreement, by noticing availability for review and welcoming public comment by proving a 10 day hearing notice in the Hanford Sentinel, and

**WHEREAS**, the City Council of the City of Lemoore held a public hearing concerning the review and approval of the CDBG Program Income Reuse Agreement on March 21, 2017.

**NOW, THEREFORE, BE IT RESOLVED** that the City of Lemoore approve the CDBG Program Income Reuse Agreement.

**PASSED AND ADOPTED** by the City Council of the City of Lemoore at a regular meeting held on the 21<sup>th</sup> day of March 2017 by the following vote:

AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	APPROVED:
Marisa Lourenco	Ray Madrigal
Deputy City Clerk	Mayor

# COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM (CDBG)

## PROGRAM INCOME (PI) REUSE AGREEMENT

Execution of the this Program Income (PI) Reuse Agreement by both the Jurisdiction and the California, State Department of Housing and Community Development (Department) provides official notification of the Department's approval for the Jurisdiction to expend PI funds under the State's administration of the Federal Community Development Block Grant Program (CDBG) for (1) State Non-Entitlement Jurisdictions; and (2) former State Non-Entitlement Jurisdictions that are now Entitlement Jurisdictions;, pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. CDBG funding is listed in the Catalog of Federal Domestic Assistance as 14.228 - CDBG Community Development Block Grant Program. The Agreement also includes asset repayments from activities administered under Disaster Recovery Initiative (DRI) contracts.

By completing this PI Reuse Agreement and signing the end of this document, the Authorized Representative certifies the Jurisdiction has read, understands and will adhere to the PI Reuse Overview and Process discussed in the first section of this document, the Jurisdictional Certifications in the second section of this document, and Department of Housing and Community Development (hereinafter Department) terms and conditions in the third section of this document.

SECTION ONE: OVERVIEW AND PROCESS		
JURISDICTION:		
GOVERNING BODY ADOPTED ON:		

This PI Reuse Agreement establishes policies and procedures for the administration and utilization of PI received as a direct result of eligible activities funded under CDBG and DRI contracts with the Department. For payments generated under DRI contracts, while the funding was loaned under DRI, when a payment is received, per DRI regulation, the payment becomes CDBG PI.

#### Applicability of this Agreement:

This PI Reuse Agreement between the Jurisdiction and Department is required by CDBG Federal Regulation. This Agreement allows Jurisdictions receiving repayments from CDBG and DRI assets to spend those PI funds in the absence of an active Department CDBG grant contract. This Agreement applies to all current Department-eligible Non-Entitlement Jurisdictions and HUD Entitlement Jurisdictions that are receiving Department Non-Entitlement PI funds (CDBG and DRI).

#### RECEIPT OF PROGRAM INCOME

Pursuant to the definition of PI found at 24 CFR 570.489(e)(2), repayments of assets generated from use of CDBG funds received by the Jurisdiction from the Department are PI. These repayments of loans, lease payments, and proceeds of asset sales will be deposited into one of three separate local PI accounts depending on what activity generated the PI. It is possible that the Jurisdiction may have up to three separate accounts with which to manage PI.

 If the Jurisdiction has a Department approved Revolving Loan Fund (RLF) for Housing and/or Economic Development (ED), any PI from Housing or ED activities must be deposited into the RLF associated with the activity that generated the PI.

This means:

- a. Housing PI must be deposited into the Housing RLF.
- b. ED PI must be deposited into the ED RLF.

**Note**: The accounts for each RLF must be separate accounts, however, both must be interest bearing.

- 2. If RLF(s) are not approved for use, the Jurisdiction must deposit all CDBG repayments into a single regular PI account which must be separate from either of the RLF accounts, but it must also be interest bearing.
- 3. If repayment comes from a loan or asset that was originally paid with CDBG and non-CDBG funds, the PI accounting and reporting must reflect the correct amounts and proportions of CDBG PI and non-CDBG funds invested in the asset. Only the CDBG portion of the repayment is deposited into one of the three PI accounts.

#### **OVERVIEW OF WAYS TO USE PROGRAM INCOME**

There are five (5) ways to manage PI under the Agreement. They are:

- 1. Expend PI and RLF monies first on active grant contract activities;
- 2. Expend PI for General Administration (GA) Activities (up to allowable limits);
- 3. Expend through an approved PI Revolving Loan Fund (RLF);
- 4. Expend PI on an approved waiver activity when no active contract is in force; and,
- 5. Return PI annually to the Department.

The undersigned Jurisdiction certifies that PI will be expended first when there is an active grant contract with the Department. PI being received when there is no active grant contract will be deposited into separate accounts for approved activities under this Agreement (via GA, PI Waiver or RLF) and only be distributed and expended, as follows:

#### 1. Expend Pl and RLF Monies First on Active Grant Contract Activities:

If the undersigned Jurisdiction has an active grant contract with the Department, all PI on hand must be expended on open grant activities, prior to requesting grant funds from the Department.

If the undersigned Jurisdiction has a Department approved PI Revolving Loan

Fund (RLF) per this Agreement, and has an active grant contract which includes the same eligible CDBG activity as the RLF, the RLF monies must be expended first before requesting any contract funds from the Department. PI must always be expended first on active contract activities, prior to requesting grant contract funds.

See the Chapter on <u>Program Income and Revolving Loan Funds</u> in the Department's CDBG Grant Management Manual (GMM) for additional information regarding use of PI to pay costs for activities under an active grant contract in the Department.

## 2. <u>Expend PI General Administration (PI GA) for GA Activities (up to allowable limits)</u>

The undersigned Jurisdiction must track a calculation of up to seventeen percent (17%) of PI received annually for eligible GA costs. However, the seventeen percent (17%) PI GA only applies to PI received that is **not** generated by a RLF activity.

PI, including PI GA, must be expended first, prior to requesting funds from the Department under an active grant contract. PI GA funds cannot be held and used only as PI GA costs are incurred. All PI must be spent prior to the next funds request submitted. The Jurisdiction can choose to keep an accounting of the total amount of PI GA available for use based on all regular PI received and report this on Department PI Reports semi-annually.

PI GA funds cannot be used for planning studies or technical assistance activities, these activities can only be funded under awarded grant contracts. See the PI Chapter for further details on eligible PI GA activities under this Agreement.

### 3. <u>Expend PI through an approved PI Revolving Loan Fund (RLF):</u>

To establish one or both of the RLFs discussed below, the undersigned Jurisdiction must submit formal written request for Department approval using the required process included with this Agreement.

The undersigned Jurisdiction agrees to all the Department's RLF requirements as stated in this Agreement and detailed in the GMM Chapter.

The two RLFs and their corresponding definitions, as permitted by this Agreement, are:

## A. Housing Revolving Loan Fund (RLF)

Eligible housing activities under this RLF include:

- I. <u>Housing Rehabilitation (HR) Single Unit Residence</u> program for **owner and/or tenant occupied** properties. Matrix code **14A**.
- II. Housing Rehabilitation (HR) 2-4 Units program for tenant occupied

- properties. Matrix code 14B.
- III. <u>Housing Acquisition (HA) Single-family</u> program for homebuyer assistance. Matrix code **13**.

### B. Economic Development (ED) Revolving Loan Funds (RLF)

Eligible ED activities under this RLF include:

- Business Assistance (BA) program (direct financial assistance to a forprofit business). Matrix code18A; and,
- II. <u>Microenterprise Financial Assistance (ME Loans)</u> program. Matrix code **18C**.

The undersigned Jurisdiction will ensure that their programs have appropriate and up-to-date Guidelines and will administer the programs according to CDBG Regulations and policies and procedures. Per the above activities Grant Management Manual Chapters, Program Guidelines must comply with those rules. Note: CDBG is now requiring that Housing Rehabilitation Guidelines (1-4 Units) be separated into two guidelines: Owner-Occupied (1-unit) and Tenant-Occupied (1-4 Units). At minimum the Housing Rehabilitation Guidelines must be separate by two sections.

Department written approval must be received before incurring any activity or activity delivery costs associated with implementing any activities under the approved RLF. All approved RLF projects, will be required to be reported to the Department via the applicable CDBG Set-up/Completion reports.

## 4. Expend PI on an Approved PI Waiver Activity when no active contract is in force.

The undersigned Jurisdiction may only utilize the Department's PI Waiver process when it has no active grant contracts with the Department. Once there are no active contracts with the Department, the undersigned Jurisdiction can have up to two active eligible CDBG activities approved by the Department, for which PI may be expended. Waivers will consist of a single program, service or single project activity. If it is a single program activity, it cannot be the same program activity as funded under an approved RLF.

The undersigned Jurisdiction will follow all PI Waiver procedural requirements as stated in the PI Chapter of the GMM.

Written Department approval is required before expending any PI funds on a Waiver activity. Each Waiver activity must clear the activity General Conditions, and any Special Conditions, which include Federal overlays as posted on Department's webpage.

A PI Waiver project can only be approved if the total project / program cost for the proposed activity is on hand in the Jurisdiction's PI account. Future PI may not be committed for PI Waivers. The undersigned Jurisdiction understands that PI Waiver activities are limited to two active projects, services and/or programs, and will remain active until close out has been completed and approved by the Department. Each approved Waiver activity will be set up with the Department using current Set-Up Report.

The undersigned Jurisdiction understands if they receive a subsequent award of CDBG funds, upon execution of the new grant contract all waiver activities are to be completed first, after which, PI must be expended first on the active grant contract activities. PI Waivers will not be included in the grant, because Supplemental activities will be included in contracts.

#### 5. Return PI to the Department

The undersigned Jurisdiction has the option to return PI back to the Department. However, semi-annual and annual reports are still required to confirm PI being returned.

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#### SECTION TWO: PROCEDURES AND USE OF PROGRAM INCOME

<u>Since CDBG</u> is a Federal funding source, Citizen Participation is required when utilizing any of the five (5) ways to use PI listed above. Those requirements are incorporated below.

The	certifies that:
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#### 1. Resolution:

The PI Reuse Agreement was formally adopted via resolution on \_\_\_\_\_\_ by the Jurisdiction's Governing Body, executed by the Authorized Representative and submitted to the Department with certified copy of the approving resolution attached for full execution.

## 2. <u>Citizen Participation:</u>

Each of the processes discussed in this Agreement will be carried out in compliance with the CDBG Citizen Participation process, as specified in Federal Regulations at 24 CFR 570.486, and Jurisdiction's public hearing requirements.

## 3. **Governing Compliance:**

The undersigned Jurisdiction certifies the administration of all CDBG eligible activities conducted under the above described <u>Ways to Spend Pl</u>, will be conducted in compliance with all current State and Federal Regulations and policies, including all applicable GMM chapters and Department Management Memorandums.

#### 4. Ineligible Activities and Costs:

The undersigned Jurisdiction acknowledges that if ineligible activities or costs are paid for with CDBG PI, those funds must be returned to the Jurisdiction's PI or RLF account (whichever account expended ineligible funds) using local Jurisdiction funds.

The undersigned Jurisdiction acknowledges that ineligible activities or costs paid for with PI under an active grant contract must be repaid to the Department using local non-Federal funds.

## 5. <u>Jurisdictions Leaving the State Non-Entitlement Program and Jurisdictions</u> <u>Entering the State Non-Entitlement Program:</u>

The undersigned Jurisdiction certifies that it will follow these procedures when leaving or entering the State CDBG Program:

## A. 24 CFR 570.489(e)(3)(iii) Transfer of program income to Entitlement program.

Jurisdictions that were State CDBG Program participants but become entitlement communities or part of an urban agreement, have the following options for PI and RLFs:

### PI not associated with a RLF, the jurisdiction must:

- Complete the process to certify they will be reporting the State PI into the Entitlement Programs process, including receipting the CDBG proceeds into IDIS; or,
- Return all State CDBG PI to the Department, the amounts on hand once the HUD agreement is signed and as it is received until all PI generated by State CDBG funding has been returned.

#### PI in an approved RLF:

Entitlement jurisdictions and those who are part of an urban agreement may keep their RLF(s) and monies within an RLF as long as the following is met:

- 1) They have a State PI Reuse Agreement signed by the Department and the City/County Authorized Representative.
- 2) Agree to operate the RLF under the Department's RLF rules going forward.
- 3) Report all expenditures and accounting of RLF(s), as required by the Department.
- 4) The Jurisdiction shall be required to have: a) loan servicing policies and procedures; and, b) asset management policies and procedures, pursuant to the Department's Grant Management Manual Chapter on Asset and Real Property Management.

## B. 24 CFR 570.489(e)(3) (iv) Transfer of program income of grantees losing Entitlement status.

Upon entry into the State CDBG Program, a unit of general local government that has lost or relinquished its Entitlement status must submit a letter to the Department, signed by the Authorized Representative stating which of the following options the jurisdiction will be implementing. Keep in mind, that retaining Entitlement PI while participating in the State CDBG Program will require PI reporting for both sets of funding. Entitlement PI and any PI generated by State CDBG fund cannot be comingled.

Within 90 days of leaving the Entitlement Program to join the State CDBG

Program, the jurisdiction must certify that it will either:

- Retain PI generated under Entitlement grants and continue to comply with Entitlement Program requirements for PI, including reporting it into IDIS or the urban county; or,
- 2) Retain the PI and transfer it to the State CDBG Program, in which case the jurisdiction must comply with the State's rules for PI and RLF contained in this Agreement and current PI Chapter in the Department's CDBG Grant Management Manual.

#### 6. Requirements of Program Income

This PI Reuse Agreement is intended to satisfy the requirements specified in Federal Statute and Regulation at Section 104(j) of the Housing and Community Development Act ("the Act"), as amended in 1992 and 24 CFR 570.489(e) and (f). These statutory and regulatory sections permit a unit of local government to retain PI for CDBG-eligible activities, with Department approval. Under Federal Guidelines adopted by the State of California's CDBG Program, local governments are permitted to retain PI as long as the local government has received advance approval from the State of a local agreement that will govern the expenditure of the PI. This Agreement has been developed to meet that requirement when an active contract between the Department and the undersigned Jurisdiction is not in force.

The undersigned Jurisdiction certifies their PI will be used to fund eligible CDBG activities that meet a National Objective and any public benefit requirements. Eligible activities, National Objective and public benefit requirements are specified in Federal Statute at Sections 104(b), 105(a) of The Housing and Community Development Act of 1974, and in Federal Regulations at 24 CFR 570.482 and 24 CFR 570.483. The Jurisdiction understands, if it is determined that an activity/project funded with PI that does not meet a National Objective and/or meet the public benefit requirement, the Jurisdiction will be required to use its own local funds to repay the PI Account.

## 7. <u>Definition of Program Income</u>

"Program Income" means gross income earned by the Jurisdiction from grant-funded activities and is subject to CDBG regulatory requirements pursuant to 24 CFR, Part 570.489(e) - Program Administrative Requirements as amended in the CDBG Final Rule, 24 CFR, Part 570.504 - Program Income, 24 CFR Part 85 – Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments, and OMB Circulars A-87 and A-122 as applicable. These regulations include the requirement that the Jurisdiction record the receipt and expenditure of PI as part of the financial transactions of the grant activity(ies).

For activities generating PI that are only partially funded with CDBG funds, such income is prorated to reflect the actual percentage of CDBG participation. Examples of PI include but are not limited to: payments of principal and interest on housing rehabilitation or business loans made using CDBG funds; interest earned on PI pending its disposition; interest earned on funds that have been placed in a revolving loan account; net proceeds from the disposition by sale or long-term lease of real property purchased or improved with CDBG funds; and, income (net of costs that are incidental to the generation of the income) from the use or rental of real property that has been acquired, constructed or improved with CDBG funds and that is owned (in whole or in part) by the participating Jurisdiction or Subrecipient.

## 8. <u>Fiscal Reporting of Program Income Receipts, Deposits and</u> Disbursements

The undersigned Jurisdiction certifies that CDBG PI will be accounted for using the Department's fiscal year timeframe (July 1 to June 30). All receipts of PI or RLF revenue (and the depositing of those funds into separate account(s)), and expenditures of PI in accordance with this PI Reuse Agreement, will be monitored and reported per the Department's fiscal year cycle. The undersigned Jurisdiction certifies that they will report using the Department's reports/forms and will submit them in a timely manner.

### 9. <u>Duration of This Program Income Reuse Agreement</u>

The undersigned Jurisdiction certifies that it and its Governing Body understand that this document is effective for five (5) years from the execution date by the authorized CDBG Representative listed in this Agreement. At that time unless here are no further CDBG PI assets generating repayments, or the Jurisdiction has become a HUD entitlement Jurisdiction and uses these funds for entitlement activities, a new PI Reuse Agreement will be submitted to the Department. The Department has the Authority to void the Agreement with notice for cause.

## 10. <u>Program Income General Administration (PI GA)</u>

- A. After the PI Reuse Agreement is executed, the Jurisdiction reserves the right to calculate and track up to seventeen percent (17%) of PI received pursuant to Section 1, item 2 above, for payment of eligible PI GA costs. PI GA will not be calculated for any RLF deposits. As noted above, these funds cannot be set aside since all PI must be expended first on whatever CDBG cost must be paid, however tracking the amount of PI GA generated by the Jurisdiction's PI revenue permits the Jurisdiction to use that amount on eligible CDBG costs that don't have to meet a National Objective, and ensures the Department is not exceeding the administrative funding cap of twenty percent (20%), as set by Federal statute.
- B. If more funds are expended than what is available under PI GA calculation, the Jurisdiction will be required to return the over-expended PI GA amount back into their PI Account.
- C. Ineligible PI GA costs will be required to be returned to their PI Account.
- D. PI GA funds, once approved for use, may be used to pay for costs

associated with receiving Department approval of PI activities funded under this Agreement. Before submitting any proposed PI activities (Waivers or RLF) for Department approval, the Jurisdiction must hold at least one formal public hearing to discuss eligible activities and proposed PI activities. Department recommends that this public hearing be conducted to review current fiscal year PI activities and proposed and possible activities for future Department applications.

### 11. Revolving Loan Funds (RLFs)

- A. Pursuant to the criteria noted below, the undersigned Jurisdiction may be eligible to request Department approval of the Housing RLF and/or the ED RLF.
- B. RLFs listed under the Agreement will only be utilized after the Jurisdiction submits written certification and receives written Departmental approval certifying that the proposed RLF meets the Department's definition as follows:
  - 1) There are existing loans and assets from past RLF eligible activities that can be reasonably expected to generate repayments.
  - 2) The existing loans and assets have generated at least one loan repayment in the current fiscal year.
- C. The two RLFs and their respective CDBG eligible activities listed in this Agreement will be administered under the guidance and requirements provided in this Agreement and in the Department's current GMM Chapter on PI, and any subsequent policy, regulation, or statutory guidance from the Department.
- D. Pursuant to Management Memorandum 14-05 and/or the current PI Chapter in the GMM, the undersigned Jurisdiction certifies acknowledgement that the Department reserves the right to cancel the grantee's RLF and require the funds to be returned to the Department as a corrective action for significant, ongoing non-compliance with RLF rules.
- E. The two (2) RLFs listed below each have a multiple eligible CDBG Program activities. All CDBG rules pertaining to eligible RLF Program activities, including Department written approval for establishing, will be followed.

## 1) Housing Revolving Loan Fund

Eligible housing activities under this RLF include:

- i. <u>Housing Rehabilitation (HR) Single Unit Residence</u> program for owner and/or tenant occupied properties. Matrix code **14A**.
- ii. <u>Housing Rehabilitation (HR) 2-4 Units</u> program for owner and/or tenant occupied properties. Matrix code **14B**.
- iii. <u>Housing Acquisition (HA) Single-family</u> program for homebuyer assistance. Matrix code **13**.

### 2) Economic Development (ED) Revolving Loan Funds (RLF)

Eligible ED activities under this RLF include:

- i. <u>Business Assistance (BA)</u> program (direct financial assistance to a for-profit business). Matrix code**18A**.
- ii. Microenterprise Financial Assistance (ME Loans) program. Matrix code **18C.**
- F. Each approved RLF will offer all eligible activities under the RLF definition.
- G. Separate and formally adopted City/County Program Guidelines for each eligible activity must be completed by the Jurisdiction <u>before</u> requesting Department approval of a RLF. Program Guidelines and their approval date will be reviewed at monitoring.
- H. The undersigned Jurisdiction acknowledges that although all eligible activities under each approved RLF must be available, the Jurisdiction has the discretion to fund RLF loans for the activity or activities they deem to address the greatest need in their community.
- I. RLF receipts on deposit may be used for one or both single-family housing program activities. Although each Housing activity is required to be approved by the Department for use under the RLF, the Jurisdiction may choose to only operate one activity at a time or all three simultaneously.
- J. In addition, each approved RLF will meet the following criteria:
  - 1) RLFs will operate on a fiscal year of July 1 to June 30 for accounting and performance reporting.
  - 2) Jurisdictions will set up RLFs as separate accounts (Housing and ED RLF accounts must be separate) with separate fund and transaction numbers. All other CDBG funds received as PI must be accounted for in a separate account.
  - 3) All accounts set up pursuant to 2.G.2 will be interest bearing.
  - 4) RLF monies will be expended first when the same RLF activity is funded under an awarded active grant contract.
  - 5) RLF projects may be funded with both RLF monies and an active grant contract.
  - 6) RLFs programs will not provide grants to eligible project activities. Thus, activities under an active contract that are funded using only grants rather than loans will use contract funds not RLF monies to pay for the activity. RLF Program activities that are also funded under an active contract, but limited to only grants to projects, will not require RLF funds to be spent first on the active grant activities.
  - 7) The RLFs will primarily provide financing instruments that will revolve, (i.e., loans), RLFs cannot fund projects primarily or solely with grants or forgivable loans.
  - 8) RLF receipts from loans or assets generated from the same program

- activity (i.e., single-family housing rehabilitation loan repayments) will only be deposited into a Housing RLF. Thus, repayments from the same program activities that go into an RLF must be used for originating loans for the same program activities.
- 9) RLF PI balances will not be moved to another approved RLF account or to the Jurisdiction's regular PI account. The Department may use a State or Federal disaster declaration to formally allow for re-purposing of PI funds by the Jurisdiction. Funds approved by the Department for re-purposing to meet an urgent need are considered PI and must be expended first under active grant contracts or under approved waivers, if there is no active contract.
- 10) RLFs that become depleted of funds and do not have additional asset repayments to sustain revolving activities, such that no longer meeting the Department's RLF definition, will be canceled by the Department.
- 11) RLF PI received and deposited is not allowable for PI GA expenses thus, seventeen percent (17%) cannot be set aside as with Jurisdictions with separate PI accounts.
- 12) RLFs with no annual revolving activities (i.e., approved loans) are not able to be used by the Jurisdiction for reimbursement of non-revolving costs; therefore, activity delivery (AD) costs are not eligible. AD costs are only eligible if one or more projects are funded and accomplishment data (i.e., beneficiaries) for those activity(ies), on an annual basis, are reported.
- 13) RLF projects must be documented as meeting a National Objective. If a project does not meet a National Objective, then all expenses associated with the project (activity and activity delivery funds) must be repaid to the RLF with non-Federal funds.
- 14) Given that RLF revenue cannot be "banked" to remain eligible, a RLF must revolve. To meet the definition of revolving, the undersigned Jurisdiction will not have more than \$100,000 on deposit in an RLF within a fiscal year without making at least one loan. Nor will the undersigned Jurisdiction have more than \$500,000 on hand even if making loans each fiscal year.
- 15) The undersigned Jurisdiction certifies they are aware that the Department will address excess funds and revolving compliance by issuing finding letters to the grantee which could result in the Department cancelling the grantee's RLF, which immediately converts the funds to PI; and, therefore, must be used prior to drawing down grant funds.
- 16) RLF activity delivery funds (AD) may be used to pay for loan servicing costs.
- 17) Loan servicing costs under the RLFs are not eligible as PI GA costs, but are eligible AD costs. As such, loan servicing costs are only eligible if one or more loans are made in a fiscal year.
- 18) Citizens of the Jurisdiction must be the primary beneficiaries of all RLF

- Program activities.
- 19) Financial and performance reporting on RLF projects will be done using current CDBG eligible activity Set Up and Completion Report forms, which will collect National Objective data and beneficiary demographics, as HUD required accomplishment information.
- 20) Additional financial reports for RLF PI deposits and expenditures will be done twice a year using the Department's current PI fiscal reporting forms.
- 21) The Jurisdiction will be required to repay the RLF account for ineligible costs or activities with local non-Federal funds.
- 22) Housing RLF Programs will meet the CDBG National Objective of benefit to Low/Moderate-income (Low/Mod) households, per 24 CFR Part 5 and in accordance with the Department's Income Manual.

#### K. Activity Specific Requirements:

#### 1) Housing RLF:

- a. All Housing Rehabilitation and Homeownership Assistance Programs will only fund projects that meet a National Objective and comply with other State and Federal requirements, including Department Management Memorandums and GMM Chapters on Housing Rehabilitation, Multi-Family Rehabilitation (2-4 units) and Homeownership Assistance Activities.
- b. No more than nineteen percent (19%) of funds expended for Housing Rehabilitation in the RLF will be used for AD costs on an annual fiscal basis.
- c. No more than eight percent (8%) of funds expended in a fiscal year for **Homeownership Assistance** will be used to reimburse eligible AD costs.
- d. AD costs are not eligible until one loan is approved, closed and project beneficiary information is submitted.
- e. Projects cannot be provided grants.

#### 2) ED RLF:

- a. Both ED Programs will only fund projects that meet a National Objective and comply with other State and Federal requirements, including Department Management Memorandums and GMM Chapters on **ME Loans** and **BA** Activities.
- b. For ME Loans, income eligibility must be met per 24 CFR Part 5 and in accordance with the Department's Income Manual. For BA, income eligibility is done based on meeting National Objective standard of providing jobs to Low/Mod income persons or area benefit for goods or services.
- c. No more than 15 percent (15%) of the total funds expended for BA or ME Loans activities shall be used to reimburse Jurisdiction for

- eligible activity delivery (AD) costs on an annual fiscal basis.
- d. Annual AD costs are not eligible until one loan is approved, closed and project beneficiary information is submitted.
- e. For **BA**, local review and underwriting of business assistance projects requesting a CDBG loan under this RLF shall be conducted under the BA Program Guidelines that have been adopted by the Governing Body of the undersigned Jurisdiction.
- f. For ME Loans, the CDBG eligible activity of direct financial assistant to eligible microenterprise businesses will be conducted under this RLF. Local review and approval of microenterprise financial assistance projects requesting a CDBG loan under this RLF shall be conducted under the undersigned Jurisdiction's ME Loan Program Guidelines that have been adopted by the Governing Body. Note: This subsection applies to Microenterprise loans only, not ME grants. Financial Assistance that is solely a grant cannot be made through an RLF.

#### 12. <u>Loan Portfolio and Asset Management Policies and Costs</u>

- A. The undersigned Jurisdiction certifies that it has asset management policies and loan portfolio servicing policies that are in compliance with HUD standards per 24 CFR Part 570, OMB Circulars A-87, A-122, A-133 and 24 CFR Part 85.
- B. The use of CDBG funds creates public financial assets. The public financial assets created can be in the form of loans or other repayment instruments which result in PI. Financial assets may also be in the form of real property or chattel (equipment and fixtures). All assets created from the use of CDBG funds must be administered in compliance with OMB Circulars A-87, A-122, A-133, 24 CFR Part 85. These policies will be used for managing all CDBG assets, including those which generate PI and RLF PI.
- C. General Administration PI funds may be used to reimburse the Jurisdiction for loan servicing and asset management costs. If the Jurisdiction has no PI GA available, GA funds from active grant contracts may be used to pay for eligible loan servicing costs.

#### 13. Program Income Waivers

- A. The PI Waiver Submission Process will only be conducted when the undersigned Jurisdiction has no active grant contract(s) with the Department.
- B. The process below will be followed if a PI Waiver is to be requested:
  - 1) All PI Waiver requests will be submitted on approved Departmental forms for the Department's written approval.
  - 2) After the Department's review of the activity for eligibility and National

- Objective compliance, the PI Waiver will be formally adopted via public hearing and resolution of the Jurisdiction's Governing Body, as part of the PI Waiver General (and Special Conditions if applicable) Clearance process.
- 3) Expenditure of PI Waiver funds will not commence until clearance of all required General and Special Conditions have been met and written Departmental approval has been issued to the Jurisdiction.
- 4) Possible Waiver activities will be discussed at a properly noticed public hearing, held in front of the Jurisdiction's Governing Body, prior to submission of a Certified Resolution, as part of a PI Waiver Request to the Department.
- 5) The PI Waiver request must be submitted in accordance with current Department policy, and any subsequent policy, regulation or statutory quidance.
- 6) PI Waiver activity reporting will be submitted per current Departmental policies and includes financial accounting of all PI received and expended, including PI Waivers and PI Waiver activity performance.
- 7) PI Waiver activities must be fully funded with PI already on hand.
- 8) Only two (2) PI Waivers may be open and active at any one time.
- 9) RLF funds will not be used for PI Waivers, since RLF monies must be expended on the activity that generated the payments.
- 10) PI Waivers will not be approved for the same program activities for approved RLFs.
- C. PI GA and PI Waiver financial and performance reporting will be done using current CDBG eligible activity Set Up and Completion Reports forms, which will collect National Objective data and beneficiary demographics for HUD required accomplishment information.
- D. Additional financial reports for PI GA, PI Waivers, PI deposits and expenditures will be done semi-annually using the Department's current PI fiscal reporting forms.
- E. Ineligible costs will be required to be repaid to the PI Account. In some cases with ongoing significant compliance issues, the Department reserves the right to require the jurisdiction return all PI to the Department until it is satisfied that the jurisdiction has resolved all compliance issues.

#### 14. Program Income Not Associated with an RLF

A. Provided the undersigned Jurisdiction has made the Department aware at the beginning of the fiscal year they intend to exercise the \$35,000 Rule, PI which is received annually that has a cumulative amount up to \$35,000 (RLF receipts are not included in the \$35,000 Rule calculation) may be "recategorized" as non-CDBG funds. In electing to exercise the \$35,000 Rule, the Jurisdiction agrees not to expend CDBG revenue until either the fiscal year ends or the amount received goes above \$35,000, at which point the

- jurisdiction must consider the revenue as CDBG PI and must use it, first prior to drawing CDBG contract funds.
- B. The undersigned Jurisdiction certifies that it acknowledges, if it has PI on hand and has not applied for or been awarded CDBG funds within the past three NOFAs, the Jurisdiction will be required to submit a PI Expenditure Plan for its PI on hand. The plan must be submitted via the CDBG PI Waiver process. If the Jurisdiction does not initiate the request, the Department will send the Jurisdiction a letter requiring submission of the plan within a set time frame. If the Jurisdiction does not respond to the Department's letter, the Jurisdiction will be required to return all PI on hand to the Department, regardless of the amount of PI.

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## SECTION THREE: DEPARTMENT TERMS, CONDITIONS AND AUTHORIZATION

**TERMS AND CONDITIONS:** The undersigned Jurisdiction certifies that all terms and conditions listed below have been read and understood, and will be implemented and followed:

#### 1. <u>Authority & Purpose</u>

This Agreement provides official notification of the Jurisdiction's PI Reuse Agreement's approval under the State's administration of the Federal CDBG for Non-entitlement Jurisdictions pursuant to the provisions of 42 U.S. Code (U.S.C.) 5301 et seq., 24 Code of Federal Regulations (CFR) Part 570, Subpart I, and 25 California Code of Regulations (CCR), Sections 7050 et seq. The Program is listed in the Catalog of Federal Domestic Assistance as 14.228 - Community Development Block Grant Program.

In accepting the PI Reuse Agreement approval, the Jurisdiction agrees to comply with the terms and conditions of this Agreement, all exhibits hereto and the representations contained in the Jurisdiction's PI Reuse Agreement. Any changes made to the PI Reuse Agreement after this Agreement is accepted must receive prior written approval from the Department.

#### 2. <u>Distribution for Reuse of PI</u>

A. The Jurisdiction shall perform PI funded activities as described in the Distribution for Reuse in the PI Reuse Agreement. All written materials or alterations submitted as addenda to the original PI Reuse Agreement and which are approved in writing by the Department are hereby incorporated as part of the PI Reuse Agreement.

The Department reserves the right to require the Jurisdiction to modify any or all parts of the PI Reuse Agreement in order to comply with CDBG requirements. The Department reserves the right to review and approve all work to be performed by the Jurisdiction in relation to this Agreement. Any proposed revision to the work must be submitted in writing for review and approval by the Department and may require an amendment to this Agreement. Approval shall not be presumed unless such approval is made in writing by the Department.

B. All PI funded activities must be approved by the Department prior to implementation or incurring activity costs (clear the activity General and any Special Conditions, which include Federal overlays, as posted on Department's webpage). All eligible activities shall principally benefit Low/Mod-income persons or households or businesses residing in the

Jurisdiction. HUD defines Low/Mod as having an annual income that is no more than 80 percent (80%) of the county median area income, adjusted for household size.

#### 3. <u>Sufficiency of Funds and Termination</u>

The Department may terminate this Agreement at any time for cause. The Jurisdiction will have at least 14 days upon receipt of the Departments written notice. Termination shall consist of violations of any terms and/or conditions of this Agreement, upon the request of HUD, or withdrawal of the Department's expenditure authority.

The Department reserves the right, for any significant on-going non-compliance with RLF or PI rules, to cancel any RLF and require all RLF and PI funds to be returned to the Department.

#### 4. <u>Meeting National Objectives</u>

All activities performed under this Agreement must meet one of the National Objectives determined by the HUD CDBG statutes and regulations. Use the CDBG National Objective Matrix to determine the correct standard for each activity conducted under this Agreement. National Objectives are authorized under Title I of the Housing and Community Development Act of 1974, as amended.

- A. Benefit to HUD defined Low/Mod-income person or household (LMI). The term Low/Mod-income is defined under CDBG as no more than 80 percent (80%) of the median area income, as determined by HUD, per Federal Regulation 24 CFR, Part 570.483(b); and/or,
- B. Prevention or elimination of slums or blight when activity qualifies per Federal Regulation 24 CFR, Part 570.483(c). Jurisdictions may only use this National Objective after submitting a written request to the Department and receiving written authorization; or,
- C. Jurisdictions may use the National Objective of Urgent Need, per Federal Regulation 24 CFR, Part 570.483(d), if a formal written request is made to the Department and the request is authorized in writing.

#### 5. <u>Inspections of Activities</u>

- A. The Department reserves the right to inspect any activity(ies) performed hereunder to verify that the activity(ies) is in accordance with the applicable Federal, State and/or local requirements and this Agreement.
- B. The Jurisdiction shall inspect any activity performed by contractors and subrecipients hereunder to ensure that the activity(ies) is in accordance with the applicable Federal, State and/or local requirements and this Agreement.

The Jurisdiction agrees to require that all activity(ies) found by such inspections not to conform to the applicable requirements be corrected, and to withhold payment to its contractor or subcontractor (respectively), or subrecipient, until it is so corrected.

### 6. <u>Insurance</u>

The Jurisdiction shall have and maintain in full force and effect during the term of this Agreement such forms of insurance, at such levels as may be determined by the Jurisdiction and the Department to be necessary for specific components of the activity(ies) described in this Agreement.

## 7. <u>Contractors and Subrecipients</u>

- A. The Jurisdiction shall not enter into any agreement, written or oral, with any contractor or subrecipient without the prior determination that the contractor or subrecipient is eligible to receive CDBG funds and is not listed on the Federal Consolidated List of Debarred, Suspended and Ineligible Contractors.
  - 1) Contractors are defined as program operators or construction contractors who are procured competitively.
  - Subrecipients are defined as public or private non-profit agencies or organizations and certain (limited) private for-profit entities who receive CDBG funds from an awarded Jurisdiction to undertake eligible activities.
- B. An agreement between the Jurisdiction and any contractor or subrecipient shall require:
  - 1) Compliance with the applicable State and Federal requirements of this Agreement, which pertain to, among other things, labor standards, non-discrimination, Americans with Disabilities Act, Equal Employment Opportunity, and Drug-Free Workplace; and, Compliance with the applicable provisions relating to Labor Standards/Prevailing Wages. In addition to these requirements, all contractors and subcontractors shall comply with the applicable provisions of the California Labor Code.
  - 2) Maintenance of, at minimum, the State-required Workers' Compensation Insurance for those employees who will perform the activity(ies) or any part of it.
  - Maintenance of, if so required by law, unemployment insurance, disability insurance and liability insurance, which is reasonable to compensate any person, firm or corporation, who may be injured or

- damaged by the contractor, or any subcontractor in performing the activity(ies) or any part of it.
- 4) Compliance with the applicable Equal Opportunity Requirements described in this Agreement.

#### C. Contractors shall:

- 1) Perform the activity(ies) in accordance with Federal, State and local housing and building codes, as are applicable.
- 2) Provide security to assure completion of the project by furnishing the borrower and construction lenders with Performance and Payment Bonds, or other security approved in advance in writing by the Department.

#### D. Subrecipients shall:

- 1) Retain all books, records, accounts, documentation, and all other materials relevant to this Agreement for a period of five (5) years from date of termination of this Agreement, or five (5) years from the conclusion or resolution of any and all audits or litigation relevant to this Agreement, and any amendments, whichever is later.
- Permit the State, Federal government, the Bureau of State Audits, the Department and/or their representatives, upon reasonable notice, unrestricted access to any or all books, records, accounts, documentation and all other materials relevant to the agreement for the purpose of monitoring, auditing or otherwise examining said materials.

## 8. <u>Obligations of the Jurisdiction with Respect to Certain Third Party</u> <u>Relationships</u>

The Jurisdiction shall remain fully obligated under the provisions of this Agreement notwithstanding its designation of any third party or parties for the undertaking of all or any part of the Activities funded under this Agreement with respect to which assistance is being provided under this Agreement to the Jurisdiction. Jurisdiction is responsible to oversee any third party contractors or subrecipients and monitor their work for CDBG compliance.

The Jurisdiction shall comply with all lawful requirements of the Department necessary to ensure that the Program, with respect to which assistance is being provided under this Agreement to the Jurisdiction, is carried out in accordance with the Department's Assurance and Certifications, including those with respect to the assumption of environmental responsibilities of the Department under Section 104(g) of the Housing and Community Development Act of 1974.

#### 9. Periodic Reporting Requirements

During the term of this Agreement, the Jurisdiction must submit the following reports by the dates identified, respectively, or as otherwise required at the discretion of the Department. The Jurisdiction's performance under this Agreement will be based, in part, on whether it has submitted the reports on a timely basis.

- A. <u>Semi-Annual PI Expenditure/Performance Report</u>: Submit by January 31 and July 31 of each year regardless of whether or not the Jurisdiction has any unexpended PI. PI Waivers or open Grants with no accomplishments are not excluded to the reporting requirement.
- B. <u>Annual Federal Overlay Reporting</u>: Submit by July 31 starting from the contract effective date to subsequent June 30, and for each State Fiscal Year. Annual Reporting includes but is not limited to: Section 3 and Minority Owned Business/Women Owned Business (MBE/WBE).
- C. <u>Wage Compliance Reports</u>: Semi-annual Wage Compliance Reports are to be submitted by October 7 and April 7 during the entire construction period. The final Wage Compliance Report is to be submitted thirty (30) days after construction is completed.
- D. Set-Up and Completion Reports for each eligible activity as posted on the Department's webpage.
- E. Any other reports that may be required as a General/Special Condition of this Agreement.

#### 10. Monitoring Requirements

The Department shall perform a program and/or fiscal monitoring of the activity(ies). The Jurisdiction shall be required to resolve any monitoring findings to the Department's satisfaction by the deadlines set by the Department. If findings are not adequately resolved in a timely manner, the Department may deduct points from the Jurisdiction's performance score on future applications.

Additionally, the Department reserve the right to suspend a Jurisdiction's authority to expend PI (Waiver, RLF and/or PI attached to an open grant) based on significant compliance issues, reporting concerns or serious lack of cooperation in clearing PI monitoring findings.

#### 11. Signs

If the Jurisdiction places signs stating that the Department is providing financing, it shall indicate in a typeface and size commensurate with the Department's funding portion of the project that the Department is a source of financing through the CDBG Program.

### 12. Audit/Retention and Inspection of Records

- A. The Jurisdiction must have intact, auditable fiscal records at all times. If the Jurisdiction is found to have missing audit reports from the Office of the State Controller (SCO) during the term of this Agreement, the Jurisdiction will be required to submit an Agreement to the State, with task deadlines, for submitting the audit to the SCO. If the deadlines are not met, the Jurisdiction will be subject to termination of this Agreement and disencumbrance of the funds awarded. The Jurisdiction's audit completion Agreement is subject to prior review and approval by the Department.
- В. The Jurisdiction agrees that the Department or its designee will have the right to review, obtain and copy all records pertaining to performance of this Agreement. The Jurisdiction agrees to provide the Department or its designee with any relevant information requested and shall permit the Department or its 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 California Public Contract Code (PCC) Section 10115 et seg., Government Code (GC) Section 8546.7 and 2 CCR 1896.60 et seq. The Jurisdiction further agrees to maintain such records for a period of five (5) years after final payment under this Agreement. The Jurisdiction shall comply with the caveats and be aware of the penalties for violations of fraud and for obstruction of investigation as set forth in PCC 10115.10.
- C. An expenditure which is not authorized by this Agreement or which cannot be adequately documented shall be disallowed and must be reimbursed to the Department or its designee by the Jurisdiction.
- D. Absent fraud or mistake on the part of the Department, the determination by the Department of allowable expenditures shall be final.
- E. For the purposes of annual audits under OMB Circular A-133 (The United States Office of Management and Budget Circular for Audits of States and Local Governments), Jurisdiction shall use the Federal Catalog Number 14.228 for the State CDBG Program.
- F. Notwithstanding the foregoing, the Department will not reimburse the Jurisdiction for any audit cost incurred after the expenditure deadline of this Agreement.
- G. The Jurisdiction understands that the expenditure of PI is covered under the OMB A-133 Single Audit Requirements and will meet all these requirements and report said PI Expenditure along with grant funds each fiscal year.

## 13. <u>Conflict of Interest of Members, Officers, or Employees of Contractors, Members of Local Governing Body, or other Public Officials</u>

Pursuant to 24 CFR 570.611, no member, officer, or employee of the Jurisdiction, or its designees or agents, no member of the Governing Body of the locality in which the program is situated, and no other public official of such locality or localities who exercise or have exercised any functions or responsibilities with respect to CDBG activities assisted under this part, or who are in a position to participate in a decision-making process or gain inside information with regard to such activities, may obtain a financial interest or benefit from a CDBG-assisted activity, or have a financial interest in any contract, subcontract or agreement with respect to a CDBG-assisted activity or its proceeds, either for themselves or those with whom they have business or immediate family ties, during their tenure or for one (1) year thereafter. The Jurisdiction shall incorporate, or cause to be incorporated, in all such contracts or subcontracts a provision prohibiting such interest pursuant to the purposes of this Section.

#### 14. Waivers

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

#### 15. Litigation

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

#### 16. Lead-Based Paint Hazards

Activity(ies) performed with assistance provided under this Agreement are subject to lead-based paint hazard regulations contained in Title 8 (Industrial Relations) and Title 17 (Public Health) of the CCR and 24 CFR, Part 35 (Lead Disclosure). Any grants or loans made by the Jurisdiction with assistance provided under this Agreement shall be made subject to the provisions for the

elimination or mitigation of lead-based paint hazards under these Regulations. The Jurisdiction shall be responsible for the notifications, inspections and clearance certifications required under these Regulations.

#### 17. Prevailing Wages

- A. Where funds provided through this Agreement are used for construction work, or in support of construction work, the Jurisdiction shall ensure that the requirements of California Labor Code (LC), Chapter 1, commencing with Section 1720, Part 7 (pertaining to the payment of prevailing wages and administered by the California Department of Industrial Relations) are met.
- B. For the purposes of this requirement "construction work" includes, but is not limited to rehabilitation, alteration, demolition, installation or repair done under contract and paid for, in whole or in part, through this Agreement. All construction work shall be done through the use of a written contract with a properly licensed building contractor incorporating these requirements (the "construction contract"). Where the construction contract will be between the Jurisdiction and a licensed building contractor, the Jurisdiction shall serve as the "awarding body" as that term is defined in the LC. Where the Jurisdiction will provide funds to a third party that will enter into the construction contract with a licensed building contractor, the third party shall serve as the "awarding body." Prior to any disbursement of funds, including but not limited to release of any final retention payment, the Department may require a certification from the awarding body that prevailing wages have been or will be paid.

#### 18. Compliance with State and Federal Laws and Regulations

- A. The Jurisdiction agrees to comply with all State laws and regulations that pertain to construction, health and safety, labor, fair employment practices, equal opportunity and all other matters applicable to the Jurisdiction, its subcontractors, contractors or subcontractors, and the Reuse activity(ies), and any other State provisions as set forth in this Agreement.
- B. The Jurisdiction agrees to comply with all Federal laws and regulations applicable to the CDBG Program and to the activity(ies), and with any other Federal provisions as set forth in this Agreement.

## 19. Anti-Lobbying Certification

The Jurisdiction shall require that the language of this certification be included in all contracts or subcontracts entered into in connection with this activity(ies) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this

certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. 1352. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and no more than \$100,000 for such failure.

"The undersigned certifies, to the best of his or her knowledge or belief, that:

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of it, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement and the extension, continuation, renewal, amendment or modification of any Federal contract, grant, loan or cooperative agreement; and,
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress or an employee of a Member of Congress in connection with this Federal contract, grant, loan or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions."

### 20. Bonus or Commission, Prohibition Against Payments of

The assistance provided under this Agreement shall not be used in the payment of any bonus or commission for the purpose of:

- A. Obtaining the Department's approval of the Application for such assistance; or,
- B. The Department's approval of the Applications for additional assistance; or,
- C. Any other approval or concurrence of the Department required under this Agreement, Title I of the Housing and Community Development Act of 1974, or the State regulations with respect thereto; provided, however, that reasonable fees for bona fide technical, consultant, managerial or other such services, other than actual solicitation, are not hereby prohibited if otherwise eligible as program costs.

### 21. <u>Citizen Participation</u>

The Jurisdiction is subject to the requirements concerning citizen participation contained in Federal Regulations at 24 CFR, Part 570.486, Local Government Requirements, Part 91.105 and 91.115.

#### 22. Clean Air and Water Acts

This Agreement is subject to the requirements of the Clean Air Act, as amended, 42 USC 1857 et seq., the Federal Water Pollution Control Act, as amended, 33 USC 1251et seq., and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR, Part 15, as amended from time to time.

#### 23. Conflict of Interest of Certain Federal Officials

No member of or delegate to the Congress of the United States, and no resident commissioner, shall be admitted to any share or part of this Agreement or to any benefit to arise from the same. The Jurisdiction shall report all perceived or actual conflicts of interest cases to the State for review before financial benefits are given.

## 24. <u>Environmental Requirements</u>

The Jurisdiction shall comply with the provisions of the National Environmental Policy Act (NEPA) by following the procedures contained in 24 CFR, Part 58. The Jurisdiction shall not undertake any activity that would have an adverse environmental impact or limit the choice of reasonable alternatives under 24 CFR, Part 58.22 until HUD or the Department has issued an environmental clearance.

#### 25. Equal Opportunity

#### A. <u>The Civil Rights, Housing and Community Development, and Age</u> Discrimination Acts Assurances

During the performance of this Agreement, the Jurisdiction assures that no otherwise qualified person shall be excluded from participation or employment, denied program benefits, or be subjected to discrimination based on race, color, national origin, sex, age, handicap, religion, familial status or religious preference, under any activity funded by this Agreement, as required by Title VI of the Civil Rights Act of 1964, Title I of the Housing and Community Development Act of 1974, as amended, the Age Discrimination Act of 1975, the Fair Housing Amendment Act of 1988, and all implementing regulations.

#### B. Rehabilitation Act of 1973 and the "504 Coordinator"

The Jurisdiction further agrees to implement the Rehabilitation Act of 1973, as amended, and its regulations, 24 CFR, Part 8, including, but not limited to, for Jurisdiction's with fifteen (15) or more permanent full or part time employees, the local designation of a specific person charged with local enforcement of this Act, as the "504 Coordinator."

C. <u>The Training, Employment, and Contracting Opportunities for Business and Lower-Income Persons Assurance of Compliance</u>

- The activity(ies) to be performed under this Agreement are subject to the requirements of Section 3 of the HUD Act of 1968, as amended, 12 U.S.C. 1701(u). Recipients, contractors and subcontractors shall direct their efforts to provide, to the greatest extent feasible, training and employment opportunities generated from the expenditure of Section 3 covered assistance to Section 3 residents in the order of priority provided in 24 CFR, Part 135.34(a)(2).
- 2) The parties to this Agreement will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of HUD set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement. The parties to this Agreement certify and agree that they are under no contractual or other disability which would prevent them from complying with these requirements.
- 3) The Jurisdiction will include these Section 3 clauses in every contract and subcontract for Work in connection with the activity(ies) and will, at the direction of the Department, take appropriate action pursuant to the contract or subcontract upon a finding that the Jurisdiction or any contractor or subcontractor is in violation of regulations issued by the Secretary of HUD, 24 CFR, Part 135 and will not let any contract unless the Jurisdiction or contractor or subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
- 4) Compliance with the provisions of Section 3, the regulations set forth in 24 CFR, Part 135, and all applicable rules and orders of the Department issued thereunder prior to the execution of this Agreement, shall be a condition of the Federal financial assistance provided to the activity(ies), binding upon the Jurisdiction, its successors and assigns. Failure to fulfill these requirements shall subject the Jurisdiction, its contractors and subcontractors and its successors to such sanctions as are specified by 24 CFR, Part 135 and those sanctions specified by this Agreement.

## D. <u>Assurance of Compliance with Requirements Placed on Construction</u> Contracts of \$10,000 or More

The Jurisdiction hereby agrees to place in every contract and subcontract for construction exceeding \$10,000 the Notice of Requirement for Affirmative Action to ensure Equal Employment Opportunity (Executive Order 11246), the Standard Equal Employment Opportunity, and the Construction Contract Specifications. The Jurisdiction furthermore agrees to insert the appropriate Goals and Timetables issued by the U.S. Department of Labor in such contracts and subcontracts.

#### 26. Flood Disaster Protection

- A. This Agreement is subject to the requirements of the Flood Disaster Protection Act (FDPA) of 1973 (Public Law 93-234). No portion of the assistance provided under this Agreement is approved for acquisition or construction purposes as defined under FDPA, Section 3 (a) of said Act, for use in an area identified by the Secretary of HUD as having special flood hazards which is located in a community not then in compliance with the requirements for participation in the National Flood Insurance Program pursuant to FDPA, Section 102(d) of said Act.
- B. The use of any assistance provided under this Agreement for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program shall be subject to the mandatory purchase of flood insurance requirements of FDPA, Section 102(a) of said Act.
- C. Any contract or agreement for the sale, lease or other transfer of land acquired, cleared or improved with assistance provided under this Agreement shall contain certain provisions. These provisions will apply if such land is located in an area identified by the Secretary of HUD as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq.
- D. These provisions shall obligate the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance as required with respect to financial assistance for acquisition or construction purposes under FDPA, Section 102(s) of the Flood Disaster Protection Act of 1973. Such provisions shall be required notwithstanding the fact that the construction on such land is not itself funded with assistance provided under this Agreement.

#### 27. Federal Labor Standards Provisions

The Jurisdiction shall cause or require to be inserted in full, in all such contracts subject to such regulations, provisions meeting the requirements of:

- A. <u>Davis-Bacon Act (40 U.S.C. 3141-3148)</u> requires that workers receive no less than the prevailing wages being paid for similar work in their locality. Prevailing wages are computed by the Federal Department of Labor and are issued in the form of Federal wage decisions for each classification of work. The law applies to most construction, alteration, or repair contracts over \$2,000.
- B. <u>"Anti-Kickback Act of 1986" (41 U.S.C. 51-58)</u> prohibits any person from (1) providing, attempting to provide or offering to provide any kickback;
  - (2) soliciting, accepting or attempting to accept any kickback; or,
  - (3) including directly or indirectly, the amount of any kickback prohibited by

clause (1) or (2) in the contract price charged by a subcontractor to a prime contractor or a higher tier subcontractor or in the contract price charged by a prime contractor to the United States.

- C. Contract Work Hours and Safety Standards Act CWHSSA (40 U.S.C. 3702) requires that workers receive "overtime" compensation at a rate of one to one-half (1-1/2) times their regular hourly wage after they have worked forty (40) hours in one week.
- D. <u>Title 29, Code of Federal Regulations CFR, Subtitle A, Parts I, 3 and 5</u>) are the regulations and procedures issued by the Secretary of Labor for the administration and enforcement of the Davis-Bacon Act, as amended.

The Jurisdiction shall maintain documentation that demonstrates compliance with hour and wage requirements of this part. Such documentation shall be made available to the Department for review upon request.

#### 28. Procurement

The Jurisdiction shall comply with the procurement provisions in 24 CFR, Part 85.36: Administrative Requirements for Grants and Cooperative Agreements to State, Local and Federally Recognized Indian Tribal Governments.

#### 29. Non-Performance

The Department shall review the actual National Objective and/or Public Benefit achievements of the Jurisdiction. In the event that the National Objective and/or Public Benefit requirements are not met, the Department will require the recapture of the entire PI expended on that project/activity. Additional remedies may include suspending the Jurisdiction's authority to use PI funds until the Jurisdiction has developed capacity to ensure future PI funds will be used for eligible activities that will meet a National Objective.

#### 30. Relocation, Displacement, and Acquisition

The provisions of the Uniform Relocation Act, as amended, 49 CFR, Part 24, and Section 104(d) of the Housing and Community Development Act of 1974 shall be followed where any acquisition of real property is carried out by the Jurisdiction and assisted in whole or in part by funds allocated by CDBG.

#### 31. <u>Uniform Administrative Requirements</u>

The Jurisdiction shall comply with applicable Uniform Administrative Requirements as described in 24 CFR, Section 570.502, including cited Sections of 24 CFR, Part 85.

#### 32. Section 3

The Jurisdiction will comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), and implementing Regulations at 24 CFR, Part 135.

#### 33. Affirmatively Furthering Fair Housing

The Jurisdiction will affirmatively further fair housing, which means that it will conduct an analysis to identify impediments to fair housing choice within the Jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting the analysis and actions in this regard.

#### 34. General and Special Conditions for Activities

Each eligible activity to be administered and paid for with PI under this agreement must be approved in writing by the Department. After receiving written approval, the Jurisdiction will submit all required documents listed on the Department's General Conditions Checklist for the approved activity. Upon completion of the General Conditions Checklist, the Department will provide written authorization to proceed with implementing the approved activity.

The above is applicable to RLFs, Waivers and Supplemental Activities.

Intentionally left blank, Please continue to the CERTIFICATION page.

#### SECTION TWO: CERTIFICATION FOR USE OF PROGRAM INCOME Certified Approving Resolution Is Attached certify that the foregoing is true and and correct. will follow all requirements of this Agreement and all Sections above. understand that my certification also acknowledges that serous compliance issue with the above requirements could result in the State suspending the authority to expend PI; or may require the to return unused PI to the State until the clears the serious compliance issues. Signature of Jurisdiction Authorized Representative Date Signed Name and Title of Jurisdiction Authorized Representative Signature of CDBG Section Chief Date Signed

Name of CDBG Section Chief



119 Fox Street ● Lemoore, California 93245 ● (559) 924-6700 ● Fax (559) 924-9003

#### Community Development Block Grant Public Hearing Program Income Reuse Agreement March 21, 2007

Print Name	Print Name



119 Fox Street ● Lemoore, California 93245 ● (559) 924-6700 ● Fax (559) 924-9003

#### **Staff Report**

Item No: 3-8

To: From: Date:	Lemoore City Council  Janie Venegas, City Clerk / Human Resources Manager  March 14, 2017 Meeting Date: March 21, 2017  Appointment of Downtown Merchants Advisory Member		
Subject: Appointment of Downtown Merchants Advisory Member Strategic Initiative:			
	& Vibrant Community		Growing & Dynamic Economy
	& Vibrant Community		Glowing & Dynamic Economy
☐ Fisca	ally Sound Government	$\boxtimes$	Operational Excellence
□ Comi	munity & Neighborhood L	ivability	Not Applicable

#### **Proposed Motion:**

Approve the appointment of John Tulak to the Downtown Merchants Advisory Committee, as recommended by Mayor Madrigal.

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

The term of three Advisory members expired on December 31, 2016. The vacancies are posted at City Hall, the City website and placed in the kiosks around the City. An application was received from:

John Tulak

Mayor Madrigal reviewed the application and spoke to the applicant. As a result, Mayor Madrigal is recommending the appointment of John Tulak to the Downtown Merchants Advisory Committee.

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

The remaining vacancies will continue to be published until positions are filled.

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

None. This appointment is volunteer.

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

#### Pros:

• Fills a vacancy on the Advisory Committee.

#### Cons:

• None.

#### Alternative:

• Council could choose to discuss other applicants for the appointment.

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

None.

#### **Staff Recommendation:**

No recommendation.

Attachments:	Review:	Date:
☐ Resolution:	☐ Finance	
☐ Ordinance:	□ City Attorney	3/15/17
□ Мар	□ City Manager	3/15/17
☐ Contract		3/15/17
Other		
List: Application		



## Office of the City Manager

119 Fox Street Lemoore, CA 93245 Phone (559) 924-6700 Fax (559) 924-9003

# APPLICATION FOR PUBLIC SERVICE APPOINTMENT

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

Name JOHN TULAK		
Address Lemoone	Telephone#	
E-mail address	Cell #_	
Business Name STUDIO 12 HOMES		
Business Address 312 West D Sr.		
Position Held Co-OWNER	Business Phone # 559-670-2927	
How long have you resided in Lemoore 346MS	Are you a registered voter	
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	
☑ Downtown Merchants Advisory Committee		
What are your principle areas of interest in our City gov	ernment	
DOWNTOWN BUSINESS		
ECONOMIC GROWTH		
List education, training or special knowledge which migh	nt be relevant to this appointment	
B.S. FINANCE FRESNO STATE (2011)		
MBA FRESNO STATE (2017) 4.0 GPA - NOMINEE FOR DEAN'S MEDAR AWARD		
	CITY OF EDICE OF	

CITY CLERK'S OFFICE

MAR - 9 2017

RECEIVED

## Public Service Appointment Application Page 2

List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment
CO-OWNER STUDIO 12 HOMES (CURRENT)
LOCAL REALTOR AT MODERN BROKER (CURRENT)
NAVY RESERVIST (CURRENT) FORMER MANY ACTIVE DUTY (6 YEARS)
Have you been, or are you now a member of a governmental board, commission or committee? If so please provide name and dates service.
REMARKS: Please indicate any further information that will be of value regarding your appointment.  TAKE GREAT PRIDE IN THIS COMMUNITY AND WE CHOSE LEMOONE AS
A PLACE TO LIVE AND OWN A BUSINESS.   SEE GREAT POTENTIAL IN
DOWNTOWN LOMOGRE AND I AM HOME TO SERVE ANY WAY THAT I CAN
Name John Tolak Date 3-9-17 (Please print)
Signature _



119 Fox Street • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-9003

#### **Staff Report**

Item No: 4-1

To: Lemoore City Council

From: Nathan Olson, Public Works Director

Date: March 3, 2017 Meeting Date: March 21, 2017

Subject: Resolution 2017-07 Summarily Vacating a Public Service Easement at

341 N 19 ½ Avenue (APN 023-460-013), the Grove Apartments

#### **Strategic Initiative:**

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

#### **Proposed Motion:**

Adopt Resolution 2017-07 approving the summary vacation of a public service easement at 341 N 19 ½ Avenue, the Grove Apartments (APN 023-460-013), and direct staff to record the resolution with the Kings County Recorder's Office.

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

A 15-foot wide storm drain easement currently exists along the southeasterly property lines of 341 N 19 ½ Avenue (APN 023-460-013), which was recorded June 20, 2005 in book 17 of parcel maps, at page 37. This easement has never contained utilities. The City of Lemoore Public Works Department has no objections to the vacation, as the easement has been deemed unnecessary for present or prospective public use.

In accordance with Section 8333 of the Streets and Highway Code, an easement may be summarily vacated when it has been superseded by relocation, or determined to be excess by the easement holder, and there are no other public facilities located within the easement. This easement has been superseded and replaced by a public service easement recorded on February 1, 2017 as Document No. 1319309.

The State of California Government Code, Section 65402 requires that the Planning Commission review any request to vacate an easement to determine if such request conforms to the City's General Plan. On March 13, 2017, the Planning Commission determined that the request for storm drain easement vacation conforms to the City's General Plan.

#### Financial Consideration(s):

The proposed acceptance of the summary vacation of easement for public utilities will not have any financial impact on the city.

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

None

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

The Planning Commission determined that the request for storm drain easement vacation conforms to the City's General Plan.

#### **Staff Recommendation:**

Staff recommends that City Council approve Resolution 2017-07 authorizing the summary vacation of the public service easement that currently exists along the south-easterly property lines of 341 N 19 ½ Avenue (APN 023-460-013), and direct staff to record the resolution with the Kings County Recorder's Office.

Attachments:		Review:	Date:
□ Resolution:	2017-07		3/12/17
□ Ordinance:		□ City Attorney	3/14/17
□ Map		□ City Manager	3/15/17
□ Contract		□ City Clerk	3/15/17
□ Other			
List:			

#### Recorded for the benefit of the City of Lemoore

Recording requested by and when recorded return to:

City of Lemoore 711 W Cinnamon Drive Lemoore, CA 93245 Attn: Nathan Olson

This instrument benefits City only. No fee required per Government Code Section 6103

#### **RESOLUTION NO. 2017-07**

# A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE SUMMARILY VACATING A PUBLIC SERVICE EASEMENT PURSUANT TO THE PROVISIONS OF THE PUBLIC STREET, HIGHWAYS AND SERVICE EASEMENTS VACATION LAW

**WHEREAS,** the City of Lemoore desires to summarily vacate a public service easement as described in attached Exhibits A and B, pursuant to provisions of the "Public Streets, Highways, and Service Easements Vacation Law" (Division 9, Part 3, Chapter 4, Sections 8330 to 8336 of the Streets and Highways Code); and

**WHEREAS,** the public service easement described in Exhibits A and B was recorded on June 20, 2005 in book 17 of parcel maps, at page 37, and is located at 341 N 19 ½ Avenue; and

**WHEREAS,** Section 8333 of the Streets and Highways Code authorizes the City Council to summarily vacate a public utility easement that is excess and where there are no public facilities located within the easement; and

**WHEREAS,** the public service easement proposed for vacation has been superseded by relocation and there are currently no existing public utility facilities within the public service easement area; and

**WHEREAS,** the public service easement has been superseded and replaced by a public service easement recorded on February 1, 2017 as Document No. 1319309.

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

- 1. The public service easement described in Exhibits A and B attached hereto has been superseded by relocation and there are currently no existing public utility facilities within the public service easement area; and
- 2. The public service easement described in Exhibits A and B attached is hereby summarily vacated pursuant to the authority provided in Streets and Highways Code section 8333; and
- 3. This resolution shall not modify or nullify the rights of the City of Lemoore as set forth in that certain public service easement recorded on June 20, 2005 in book 17 of parcel maps, at page 37,
- 4. The City Clerk shall cause a certified copy of this resolution to be recorded in the Kings County Recorder's Office in accordance with Streets and Highways Code section 8336; and

	<b>ADOPTED</b> by the City Council of the City of Lemoore at a regular meeting held on the 017, by the following vote:
AYES:	
NOES:	
ABSENT:	
ABSTAIN:	
ATTEST:	APPROVED:
Mary J. Venegas City Clerk	Ray Madrigal Mayor

From and after the date this resolution is recorded the public service easement described in Exhibits A and B attached hereto shall no longer constitute a public service easement.

5.

#### **EXHIBIT "A"**

That portion of the 15 foot wide storm drain easement offered for dedication on Parcel Map No. 2004-01, recorded in Book 17 of Parcel Maps at Page 37, Kings County Records, situated in the Southwest quarter of Section 4, Township 19 South, Range 20 East, Mount Diablo Base and Meridian, in the City of Lemoore, County of Kings, State of California, more particularly described as follows:

BEGINNING at a point on the southerly line of said storm drain easement, said southerly line being parallel with and 140.00 feet northerly of the centerline of the Southern Pacific Railroad, said point also being on the West right of way line of 19 ½ Avenue, said right of way line being parallel with and 42.00 feet westerly of the East line of said Southwest quarter; thence

South 79°35'49" West, along said southerly line and the westerly continuation thereof, 185.07 feet to a point on the northerly line of said storm drain easement; thence

North 34°35'49" East, along said northerly line, 21.21 feet; thence

North 79°35'49" East, continuing along said northerly line, 172.94 feet to said West right of way line of 19 ½ Avenue; thence

South 0°25'22" West, along said West right of way line, 15.27 feet to the POINT OF BEGINNING.

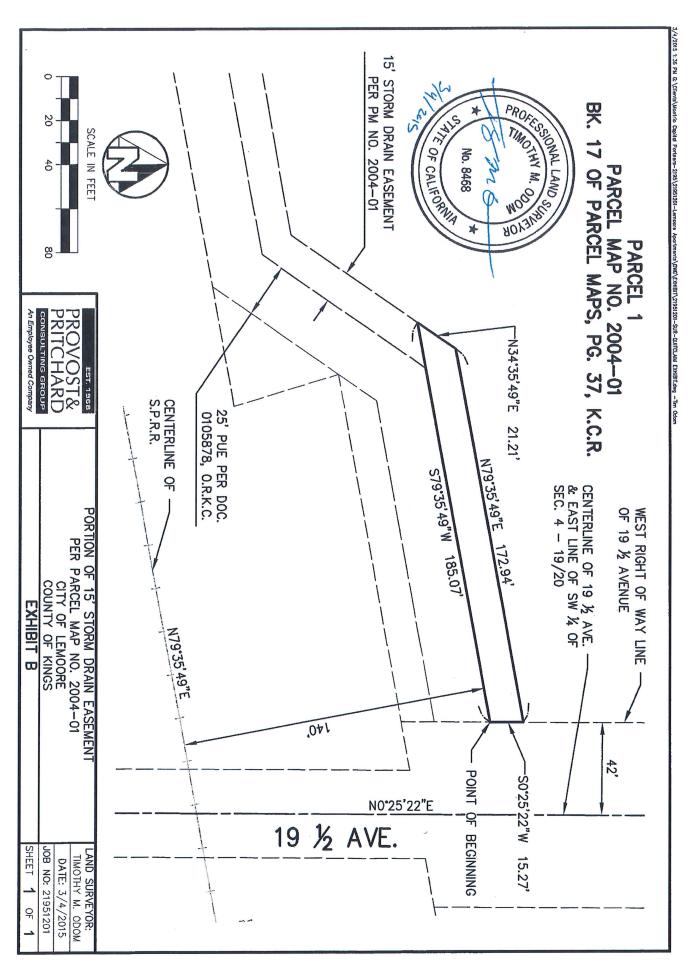
See Exhibit B Plat to accompany this description, attached hereto and made a part hereof

Containing an area of 0.06 acres

END OF DESCRIPTION

Page 1 of 1

No. 8468





119 Fox Street • Lemoore, California 93245 • (559) 924-6700 • Fax (559) 924-9003

#### **Staff Report**

**Item No: 5-1** 

To: Lemoore City Council

From: Nathan Olson, Public Works Director

Date: March 6, 2017 Meeting Date: March 21, 2017

Subject: Contractual Services with QK for Water, Wastewater and Storm Water

**Master Plans** 

#### Strategic Initiative:

	☐ Growing & Dynamic Economy
☐ Fiscally Sound Government	□ Operational Excellence
□ Community & Neighborhood Livability	☐ Not Applicable

#### **Proposed Motion:**

Authorize the Acting City Manager to execute a contract with QK, City Engineering firm, for the development of water, wastewater and storm water master plans; and authorize the Acting City Manager to approve the budget amendment form.

#### Subject/Discussion:

The City's contract with QK, as the City Engineer, includes the development of Master Plans, as directed by the City of Lemoore. QK has provided a quote to develop water, wastewater and storm water master plans in the amount of \$1,145,300, which will assist in developing long term development strategies for the City of Lemoore.

The City is currently facing system sustainability issues related to water and wastewater, as well as State and Federal regulation requirements, and the need for a reliable infrastructure for future City growth. The City desires to begin the process of planning for all aspects that will provide residents and businesses with a comprehensive water system that meets their needs, meets current and potential future regulatory changes, and that will provide new technology opportunities.

Each of the master plans will include data collection and review, utility mapping services and modeling, and provide a list of prioritized capital improvement projects. The information provided as part of the master planning process will allow City Staff provide updated CIP requests based on priority with estimated project costs.

#### Financial Consideration(s):

The cost of the Master Plans is as follows:

Water Master Plan	\$314,100
Wastewater Master Plan (Collection &	\$629,200
Treatment)	
Storm Water Master Plan	\$180,000
City Engineering Support	\$22,000

The 5-Year Community Investment Program (CIP) includes each of the master plans; however, some adjustments to the budgets will be necessary. The Water Master Plan is under budget by \$185,900; the Waste Water Master Plan in over budget by \$129,200, and the Storm Water Master Plan is under budget by \$20,000. A budget amendment form has been included for City Council approval.

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

#### Pros:

- Provides a comprehensive review and analysis of existing systems
- Provides a prioritized Community Improvement Plan (CIP) with cost estimates
- Provides an invaluable tool for future City planning efforts

#### Cons:

Requires increased expenditures in the Wastewater fund (060)

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

Not Applicable

#### Staff Recommendation:

Staff Recommends approval of the contract with QK for water, wastewater and storm water master plans, and approval of the budget adjustments.

Attachments:	Review:	Date:
☐ Resolution:		3/12/17
☐ Ordinance:	□ City Attorney	3/13/17
□ Map	□ City Manager	3/15/17
□ Contract	□ City Clerk	3/15/17

List: Proposal for Storm Water, Potable Water and Wastewater Treatment/Collection System Master Plans

#### CITY OF LEMOORE CONSULTANT SERVICES AGREEMENT

This Consultant Services Agreement ("Agreement") is entered into between the City of Lemoore, a California municipal corporation ("City") and Specialized Utility Services Program, Inc. ("Consultant") with respect to the following recitals, which are a substantive part of this Agreement. This Agreement shall be effective on the date signed by City, which shall occur after execution by Consultant ("Effective Date").

#### **RECITALS**

- A. City desires to obtain services for the preparation of water, wastewater and storm water master plans, as set forth in the proposals from Consultant attached as Exhibit "A" and specifically detailed on page 11 of Exhibit A under "City of Lemoore Contract Scope of Services" and incorporated herein by reference ("Services"). If there is a conflict between the terms of the Proposal and this Agreement, this Agreement shall control.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

#### **AGREEMENT**

- 1. <u>Scope of Services</u>. Consultant shall perform the Services described in Exhibit A.
- 2. <u>Commencement of Services; Term of Agreement.</u> Consultant shall commence the Services upon City's issuance of a written "Notice to Proceed" and shall continue with the Services until Consultant, as determined by City, has satisfactorily performed and completed the Services, or until such time as the Agreement is terminated by either party pursuant to Section 16 herein, whichever is earlier.
- 3. <u>Payment for Services</u>. City shall pay Consultant a sum not to exceed the total set forth in **Exhibit A** for the Services performed pursuant to this Agreement. Consultant shall submit monthly invoices to City containing detailed billing information regarding the Services provided and unless otherwise specified in **Exhibit A**, City shall tender payment to Consultant within thirty (30) days after receipt of invoice.
- 4. <u>Independent Contractor Status</u>. Consultant shall perform the Services as independent contractors and not as officers, employees, agents or volunteers of City. Nothing contained in this Agreement shall be deemed to create any contractual relationship between City and Consultant's employees, nor shall anything contained in this Agreement be deemed to give any third party, including but not limited to Consultant's employees, any claim or right of action against City.

- 5. <u>Standard of Care</u>. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes employees, volunteers or agents, such employees, volunteers or agents are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its employees, volunteers or agents, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant 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 Services, and shall comply with all applicable laws and regulations.
- 6. <u>Identity of Subcontractors and Sub-Consultants</u>. No subcontractors shall be used.
- 7. <u>Subcontractor Provisions</u>. Not applicable.
- 8. <u>Power to Act on Behalf of City</u>. Consultant 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.
- 9. <u>Record Keeping; Reports</u>. Consultant shall keep complete records showing the type of Services performed. City shall be given reasonable access to the records of Consultant for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.
- 10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant employees, volunteers or agents in connection with the Services, regardless of the medium, including written proposals and materials recorded on computer discs ("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, Consultant 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. 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.
- 11. <u>Confidentiality</u>. All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of Consultant in connection with the Services 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. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents and employees who need such confidential information in employees, volunteers or agents to be bound to these confidentiality provisions.
- 12. <u>City Name and Logo</u>. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or

radio production or other similar medium without the prior written consent of City.

- 13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest shall perform the Services under this Agreement. During the performance of the Services, Consultant 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.
- 14. Non-liability of Officers and Employees. No officer or employee of City shall be personally liable to Consultant, or any successors in interest, in the event of a default or breach by City for any amount which may become due Consultant or its successor, or for any breach of any obligation under the terms of this Agreement.
- 15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.
- 16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier pursuant to the following.
- Termination by City: Without Cause. This Agreement may be terminated by City at its discretion with or without cause upon seven (7) days prior written notice to Consultant.
- h. Termination by City or Consultant: For Cause. Either party may terminate this Agreement upon fourteen (14) days prior written notice to the other party of a material breach, and a failure to cure within that time period.
- c. Compensation to Consultant Upon Termination. In the event termination is not due to fault attributable to Consultant, and provided all other conditions for payment have been met, Consultant shall be paid compensation for services performed prior to notice of termination. As to any phase partially performed but for which the applicable portion of Consultant's compensation has not become due, Consultant shall be paid the reasonable value of its services provided. 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 3 herein. In the event of termination due to Consultant'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. Effect of Termination. Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to

physical drawings, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

- 17. <u>Insurance</u>. Consultant shall satisfy the insurance requirements set forth in **Exhibit B**.
- 18. <u>Indemnity and Defense</u>. Consultant hereby agrees to indemnify, defend and hold the City, City Council members, employees, volunteers, agents and city officials 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 actual acts, errors, omissions or negligence of Consultant or its employees, volunteers or agents relating to the performance of Services described herein.
- 19. <u>Assignment</u>. Neither this Agreement nor any duties or obligations hereunder shall be assignable by Consultant 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, Consultant shall not assign the payment of any monies due Consultant 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 Consultant directly to Consultant.
- 20. <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 e-mail is accompanied by a written acknowledgment of receipt by the other party. Service shall be deemed the date of written 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 seventy-two (72) hours after deposit.
- 21. <u>Entire Agreement</u>. This Agreement, including the attachments, represents the entire Agreement between City and Consultant 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 Consultant.
- 22. <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.

- 23. Authority. 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.
- 24. Severability. 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.
- Applicable Law and Interpretation and Venue. This Agreement shall be interpreted in 25. 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 Consultant in the County of Kings, Thus, in the event of litigation, the Parties agree venue shall only lie with the appropriate state or federal court in Kings County.
- 26. Amendments and Waiver. 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.
- 27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.
- 28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures appended together, shall be deemed a fully executed Agreement.
- 29. Alternative Dispute Resolution. 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 or some other dispute resolution procedure, unless the parties mutually agree otherwise. 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 statutes of limitations.

- 30. <u>Non-Discrimination/Harassment/Retaliation</u>. Consultant shall not discriminate, harass, or retaliate or permit discrimination, harassment, or retaliation of its employees or applicants for employment in the provision of the Services set forth in Exhibit A. t. Specifically, Consultant will not discriminate, harass, retaliate or permit discrimination, harassment, or retaliation against employees or applicants on the basis of race, color, religion (including religious dress and grooming), age, sex, sexual orientation, ancestry, national origin, disability, marital status, military status or any other basis unlawful under federal or State law. The City is an equal opportunity employer and requires Consultant adhere to all City policies and procedures prohibiting discrimination, harassment, and retaliation. Before commencement of work, Consultant must provide evidence of compliance with all mandatory sexual harassment training.
- 31. <u>Compliance with Federal, State and Local Laws.</u> Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has, and will maintain in effect all proper licensing and permits necessary to providing the Services described in Exhibit A.
- 32. Attorney's Fees. If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

NOW, THEREFORE, the City and Consultant have executed this Agreement on the date(s) set forth below.

Signatures on Next Page

#### **CONSULTANT** CITY OF LEMOORE By: \_\_\_\_\_ By: \_\_\_\_ Ronald J. Wathen, PE Darrell Smith **Executive Vice President** Acting City Manager Date: \_\_\_\_\_ Date: \_\_\_\_\_ Party Identification and Contact Information: City of Lemoore QK Attn: Ronald J. Wathen, PE Attn: Darrell Smith **Executive Vice President** Acting City Manager

901 East Main Street

Visalia, CA 93292

119 Fox Street

(559) 924-6700

Lemoore, CA 93245

darrell.smith@lemoorepd.com

### **EXHIBIT A CONSULTANT PROPOSAL**

See attached.

# EXHIBIT B INSURANCE REQUIREMENTS

Prior to commencement of the Services, Consultant shall take out and maintain, at its own expense, the following insurance until completion of the Services or termination of this Agreement, whichever is earlier, except as otherwise required by subsection (d) below. 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" by A.M. Best Company.

- a. Minimum Limits of Insurance. Consultant shall maintain limits no less than:
- (i) Professional Liability Insurance in an amount not less than \$1,000,000.00 per occurrence. Said insurance shall be maintained at all times during Consultant's performance of Services under this Agreement, and for a period of five years following completion of Consultant's Services under this Agreement or termination of this Agreement.
- (ii) 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 or the general aggregate limit shall be twice the required occurrence limit.
  - (iii) Worker's Compensation Insurance as required by the State of California.
- (iv) Business Automobile Liability Insurance in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

If Consultant 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, City Council members, employees, volunteers, agents and city officials are to be covered as insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the Consultant; and with respect to liability arising out of work or operations performed by or on behalf of the Consultant including materials, parts or equipment furnished in connection with such work or operations. General liability coverage can be provided with two endorsement forms: 1) in the form of an additional insured endorsement to the Consultant's insurance, or as a separate owner's policy (CG 20 10 11 85 or its equivalent language) and 2) a CG 20 37 10 01 endorsement form or its equivalent language. A later edition of the CG 20 10 form along with the CG 20 37 coverage form will give some protection to the entity for specific locations.

- (ii) For any claims related to the Services performed pursuant to this Agreement, the Consultant'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 Consultant'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) Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Subdivision (b) of Section 2782 of the Civil Code.
- c. <u>Evidence of Coverage</u>. Consultant shall deliver to City written evidence of the above insurance coverages, including the required endorsements prior to commencing Services 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 Consultant's right to be paid any compensation under this Agreement. City's failure, at any time, to object to Consultant'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 Consultant fails to furnish and maintain the insurance required by this section, City may (but is not required to) purchase such insurance on behalf of Consultant, and the Consultant shall pay the cost thereof to City upon demand, and City shall furnish Consultant with any information needed to obtain such insurance. Moreover, at its discretion, City may pay for such insurance with funds otherwise due Consultant under this Agreement.

Consultant shall maintain all of the foregoing insurance coverages during the term of this Agreement, except as to (a) the products and completed operations coverage under the General Liability Insurance which shall also be maintained for a period of ten (10) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier; and (b) Professional Liability Insurance, which shall be maintained for a period of five (5) years following completion of the Services by Consultant or termination of this Agreement, whichever is earlier.

e. <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 Consultant to City under this Agreement.

#### **City of Lemoore**

## Wastewater Treatment and Collection System Master Plans SCOPE OF WORK

This scope of work includes the preparation of the Wastewater Treatment Plant (WWTP) and Wastewater Collection System master plans (Master Plan). The scope of work is divided into tasks describing the corresponding work, meetings, workshops, and deliverables.

#### Task 1 - Data Collection and Background Review

**Task 1.1 - Data Collection and Review:** Carollo will collect and review available relevant reports and other data for use in this project, as well as other relevant information including but not limited to:

- City's General Plan including the land use, housing, population, and circulation elements
- Relevant electronic maps extracted from the City's GIS
- Utility (wastewater) GIS database and/or platt maps with service area boundaries.
- Improvement plans/as-built drawings for recent wastewater projects that may not be included in the City's GIS or Platt Maps.
- Design standards or design manuals for the wastewater systems.
- Monthly and daily sewer flow measurements at the wastewater treatment plant for the past 5 years.
- Hourly flow measurement at the wastewater treatment plant for the past 18 months (if available)
- Pump station/lift station flow metering data and physical characteristics (invert elevations, wet well size, pump capacities, etc.)
- Recent construction unit costs for pipelines, pump stations, and other relevant infrastructure.
- Any available CCTV data from the sewer system
- Pump/lift station maintenance records
- Carollo will utilize City staff and City Engineer staff as much as possible for the above task efforts to minimize unnecessary expense in locating and assembling the system information necessary to prepare the Master Plan.

#### Task 2 - WWTP Evaluation

**Task 2 – Prepare WWTP Evaluation:** The objective of this task is to prepare the WWTP evaluation for modification or construction of a new wastewater treatment plant located at either the existing plant location or an alternative site. For alternative site locations, the facilities necessary to convey raw and treated wastewater from the existing WWTP site to the new site as well as any modifications to the existing collection system will be identified.

The WWTP evaluation will be delivered via a series of technical memoranda (TMs) paired with workshops facilitated by Carollo with key City staff. These TMs include the following:

- Current and Future Regulatory Requirements TM
- Flows and Loads TM
- Rough Screening of Viable Alternatives TM
- Final Screening of Alternatives TM
- Building Programming TM
- Raw Wastewater Conveyance TM (Optional)

# Task 2.1 – Perform Analysis of Current and Future Regulatory Requirements Carollo will review the regulatory requirements and policies that need to be addressed in the WWTP evaluation. In addition to a review of current regulatory requirements, Carollo will identify, describe, and summarize applicable new and future regulatory issues or policies being developed by the State Water Board or the State Legislature. Effluent and biosolids regulations vary based on the intended reuse or disposal method. This analysis is intended to provide a broad perspective by summarizing the regulatory requirements for the following reuse or disposal scenarios:

- Effluent:
  - Land-based disposal (i.e., percolation)
  - Agricultural irrigation (all applicable qualities)
  - Urban irrigation (i.e., unrestricted tertiary)
  - o Indirect potable reuse
  - Direct potable reuse
- Biosolids:
  - Offsite disposal (i.e., unclassified, Class B, and Class A)
  - o On-site treatment (i.e., Class A such as drying)
- Air quality

These scenarios will be developed and described to bracket the range of future regulatory requirements, and will be used as the basis for assessing the viability of both unit processes and integrated treatment system alternatives during the rough and final screening analyses.

#### Assumptions:

 Five (5) draft and five (5) final copies of the Regulatory Requirements TM will be submitted

#### Deliverables:

 Technical memorandum, which outlines the regulatory requirements that will be used in future alternatives analyses

**Task 2.2 – Perform Flows and Loads Analysis:** Carollo will perform a flows and loads analysis based on a review of existing data, the City's most updated General Plan, and anticipated results from the current update to the General Plan. The primary focus of

this analysis will be to develop peaking factors and critical loading criteria for the proposed process evaluations and sizing of the new facilities. Carollo will compare the resulting loadings and peaking factors with generally accepted industry values. Carollo will host a workshop to discuss the flows and loads estimates with key City staff.

#### Assumptions:

- One (1) flows and loads workshop has been budgeted
- Five (5) draft and five (5) final copies of the Flows and Loads TM will be submitted

#### Deliverables:

- Technical memorandum, which outlines the flows and loadings criteria that will be used to evaluate effluent reuse and disposal and treatment alternatives
- Preparation, attendance, and summary meeting minutes from the Flows and Loads Workshop

**Task 2.3 – Perform WWTP Siting Analysis:** Carollo will evaluate the option to relocate the WWTP to an alternative location. Factors including feasibility of continued acceptance of the Leprino WWTP effluent at the new location options, proximity to viable effluent reuse and disposal sites, availability of City-owned parcels, conceptual costs for raw wastewater conveyance, and community impacts, will be considered in the evaluation.

#### Assumptions:

- One (1) siting analysis workshop has been budgeted
- Five (5) draft and five (5) final copies of the Siting Analysis TM will be submitted

#### Deliverables:

- Technical memorandum, which presents the evaluation of alternative sites for the WWTP
- Preparation, attendance, and summary meeting minutes from the Siting Analysis Workshop

Task 2.4 – Perform Rough Screening of Viable Alternatives: The objective of this task is to perform a rough screening of effluent reuse and disposal options and the individual unit treatment technologies for each process at the WWTP. A primary purpose of the rough screening is to develop a "short-list" of viable project alternatives and to eliminate those alternatives that have fatal flaws or significantly problematic challenges that make permitting, funding and construction of the alternative unlikely. The short list of viable alternatives will be used to generate integrated treatment process alternative that will be further evaluated in the Final Screening Analysis (Task 2.5).

The Rough Screening Analysis is a review of process alternatives based on the, regulatory requirements (Task 2.1) and design flows and loads (Task 2.2). This task will include identification of unit process treatment technologies including disinfection,

biosolids treatment, effluent reuse/disposal, and other project concepts such as electrical and instrumentation requirements and potential odor control facilities.

Task 2.4.1 - Review Effluent Reuse/Disposal Methods: Based on the current and anticipated future regulatory landscape, and recent State policies regarding the drought, SGMA and salt and nutrient management planning, Carollo will evaluate effluent reuse and disposal alternatives for seasonal land disposal (i.e., percolation), indirect and direct potable reuse, wetlands development, urban irrigation, and agricultural irrigation (including reuse on land within Westlake Farms and Lemoore Naval Air Station). Carollo will prepare conceptual-level design criteria, component sizing, and capital and operating cost estimates. It is likely that multiple reuse and/or disposal options will be incorporated into the WWTP in order to develop a diverse economic and sustainable reuse program

It is possible that seasonal storage/disposal will be a part of some alternatives. Where this is the case, Carollo will identify requirements, calculate mass balances, and develop conceptual-level storage facility configurations. For each alternative Carollo will complete a preliminary hydraulic analysis to ensure suitable hydraulic performance and assess the requirements for effluent pumping.

Carollo will evaluate the current effluent discharge practice to Westlake Farms, for compliance with future WDRs, and long-term reliability for the City.

One (1) joint meeting with the Central Valley Regional Water Quality Control Board and Division of Drinking Water is anticipated to discuss and confirm probable requirements for direct reuse (landscape and agricultural irrigation) as well as indirect and direct potable reuse.

- **Task 2.4.2 Review Treatment Technologies:** Based on the anticipated flows and loads, current and future regulatory requirements, and identified viable effluent disposal and reuse alternatives, Carollo will develop alternative primary (if applicable), secondary, and tertiary treatment process configurations. Carollo will prepare conceptual-level design criteria, component sizing, and capital and operating cost estimates.
- **Task 2.4.3 Review Disinfection:** Carollo will develop alternatives for disinfection including using sodium hypochlorite and ultraviolet disinfection. Carollo will prepare conceptual-level design criteria, layouts, capital, and operating cost estimates.
- **Task 2.4.4 Review Solids Handling:** Carollo will review and evaluate solids handling requirements consistent with the unit treatment process alternatives previously developed. Alternatives for ultimate use or disposal will include hauling biosolids off-site as well as on-site handling concepts via thermal and solar drying. Carollo will prepare conceptual-level design criteria, component sizing, and capital and operating cost estimates.

**Task 2.4.5 - Consider Other Project Components:** Carollo will identify and evaluate other project components such as potential odor control facilities and system electrical and supervisory control and data acquisition (SCADA) needs.

Odor Control Facilities – Carollo will evaluate the need for odor control facilities and outline odor impacts on surrounding areas. Carollo will prepare odor control alternatives and prepare capital and operating cost estimates.

System Electrical and SCADA – Carollo will evaluate system electrical needs including WWTP back-up power generation. Carollo will develop a conceptual plan for system SCADA needs, including alternatives for remote monitoring and control of the plant and appropriate alarm systems.

Task 2.4.6 - Review Schedule and Cost Considerations: Carollo will outline the long-term implementation schedule and cost issues that may impact the rough screening of viable alternatives. Carollo will provide input on the engineering critical path items to the City and will identify critical tasks for coordination of other project components (i.e., environmental review, permitting, and project financing).

**Task 2.4.7 - Conduct Rough Screening Analysis Workshop:** Carollo will conduct a workshop with key City staff to outline the pro/con considerations of project components for ranking of viable alternatives.

Task 2.4.8 - Preparation of the Rough Screening Analysis TM: Carollo will prepare a Rough Screening Analysis TM for review and approval by the City. The TM will summarize the previously noted tasks and present a comparison of the potential project components, and the short-list of effluent reuse and disposal options and unit treatment processes that will be included in the evaluation of integrated treatment systems in the following Final Screening of Alternatives (Task 2.5). The TM will include, but not be limited to, the following elements:

- Executive summary
- Introduction
- Regulatory requirements (from Task 2.2)
- Design flow and load criteria (from Task 2.3)
- Effluent reuse and disposal alternatives
- Treatment technologies
- Solids disposal and reuse alternatives
- Disinfection alternatives
- Other project components
- Environmental and permitting considerations
- · Schedule and cost considerations
- Appendices
- Identify opportunities for consolidation with other WWTP facilities including Tachi Palace and LNAS.

#### Assumptions:

- The rough screening of viable alternatives will include a matrix of system components (i.e., the rough screening will be by unit process treatment technologies and reuse/disposal options)
- One (1) rough screening workshop has been budgeted
- Five (5) draft and five (5) final copies of the Rough Screening of Viable Alternatives TM will be submitted

#### Deliverables:

- Rough Screening Analysis TM
- Conceptual level cost estimates of the viable alternatives
- Preparation, attendance, and summary meeting minutes from the Rough Screening Analysis Workshop

Task 2.5 – Perform Fine Screening of Alternatives: The objective of this task is to perform a detailed evaluation of an integrated treatment system comprised of the unit processes recommended in the short list of viable alternatives from the rough screening analysis performed in Task 2.4. When completed, the Fine Screening Analysis will provide a recommend project for upgrade of the entire WWTP including preliminary treatment, primary treatment (if applicable), secondary treatment, tertiary treatment, disinfection, effluent reuse and/or disposal, biosolids reuse and/or disposal, and odor control that are determined to be in line with the City's goals and are the most readily permitted, funded, and constructed.

The Fine Screening Analysis will provide an opportunity to compare completely integrated treatment process and reuse alternatives. The purpose of this analysis is to evaluate potential integration issues between individual unit processes and to further refine the level of detail for each alternative to develop more accurate cost estimates.

**Task 2.5.1 - Fine Screening of Alternatives:** Carollo will develop alternatives for project configurations based on combinations of the most viable project components identified in the Rough Screening Analysis in Task 2.4.

Carollo will evaluate the engineering aspects of each alternative project component, such as design criteria, process sizing, reliability, ease of operation and maintenance, scalability to growth, geographical footprint, ease of obtaining permits, and environmental impacts. Carollo will prepare capital cost estimates for initial investment and repair/replacement, and annual operation and maintenance cost estimates for the various alternatives. Carollo will also provide preliminary layouts of the short-listed project components, including conceptual site plans and hydraulic profiles. The final screening of alternatives, including cost estimates and schedule considerations, will be documented in a Fine Screening Analysis TM.

Carollo will hold a single workshop with key City staff to present the results of the detailed evaluation developed as a part of this task. Conceptual level site plans and cost estimates will be presented so that the City can provide direction for moving forward.

Task 2.5.2 - Prepare Project Cost Estimates: Carollo will prepare an estimate of probable cost for the alternative projects (treatment and solids disposal methods and effluent reuse/disposal), including establishing allowances for indirect costs such as escalation to the midpoint of the project construction. Carollo will establish design allowances for contingency, environmental mitigation, land acquisition, legal, and other costs associated with the project. Operations and maintenance costs and project alternative life cycle costs for equipment and facilities repairs and replacements will also be developed.

**Task 2.5.3 - Preparation of the Fine Screening Analysis TM:** Carollo will prepare a Fine Screening Analysis TM for review and approval by the City. The TM will be prepared in a format that is easily adaptable to SRF and other funding source requirements. The Fine Screening Analysis TM will build on the information presented in the previous tasks. The report will include, but not be limited to, the following elements:

- Executive summary
- Introduction
- Regulatory requirements (from Task 2.1)
- Design flow and load criteria (from Task 2.2)
- Recommended unit process alternatives (from Task 2.4)
- Identification of process alternatives for analysis
- Recommended process alternatives
- Other project components
- · Environmental and Permitting considerations
- Schedule and cost considerations
- Appendices

**Task 2.5.4 - Conduct Fine Screening Analysis Workshop:** Following delivery of the Fine Screening Analysis TM, Carollo will conduct a workshop with key City staff to identify the final recommended project.

#### Assumptions:

- WWTP project configurations will be developed from a combination of viable project components identified in the Rough Screening Analysis. The initial configurations for the Fine Screening Analysis will be selected in a workshop setting by City staff.
- A final recommended project will be identified as a result of the Fine Screening Analysis. The selection of the recommended project will be finalized in a workshop setting by City staff.
- Project cost estimates that result from this fine screening will be prepared in a format to support the SRF loan application, and other funding option requirements
- A single Fine Screening Analysis workshop has been budgeted
- Five (5) draft and five (5) final copies of the Fine Screening of Alternatives TM will be submitted
- The City is pursuing a \$75,000 Recycled Water Planning Study grant from the State Water Resources Control Board (SWRCB). Therefore, the WWTP

Evaluation (Task 2) must meet both the SWRCB grant requirements and the City's needs.

#### Deliverables:

- Fine Screening of Alternatives TM. The draft TM will be circulated to the City and a final report, which will be presented to the City Council.
- Hydraulic analysis of the WWTP processes (i.e., hydraulic profiles) and disposal alternatives
- Updates of engineering task schedule and facilities cost estimate.

#### Task 3 - Wastewater Collection System Evaluation

- **Task 3.1 Update Utility Mapping for Hydraulic Model:** Electronic mapping will begin with utilizing the existing base map prepared by the City Engineer. Carollo working with the City Engineer will confirm existing facilities in order to create the City's utility hydraulic models. ArcView (GIS) is the graphical environment that will be used for the mapping tasks. The electronically produced maps will be compatible and suitable for use in the City's future GIS.
- **Task 3.1.1 Base/Land Use:** The City's Base Map will be obtained from the City Engineer and edited in GIS for master planning purposes. The land use map will be used for area and coverage calculations.
- **Task 3.1.2- Sewer Facilities:** Carollo will use the City's existing GIS as the baseline for development of the electronic utility maps. Carollo will review the existing GIS files, and record drawings as well as conduct meetings with City staff to develop an understanding of the water and sewer system facilities. The GIS will form the basis for the sewer system hydraulic model.
- **Task 3.1.3 Field Survey:** Carollo will work with the City Engineer to obtain topographic survey of selected wastewater collection system facilities, particularly sewer pipeline invert elevations. This task is an as needed task should the review of the City's as-built drawings and plat maps reveal significant holes in the invert elevations required to construct the sewer system hydraulic model.
- **Task 3.1.4 Field Visits:** Carollo will conduct up to two 1-day field visits to gather additional information on the City's sewer system. Key City Engineer and City staff will be interviewed as needed to gather additional information and to resolve any questions. In particular, interviews with operation and maintenance staff will be used to develop a better understanding of known or suspected operation and maintenance problems such, sewer pipe surcharging, or capacity issues. These visits will also be used to verify connectivity issues identified and obtain a thorough understanding of the City's operating strategies and controls.

#### Task 3.2 - Design Standards and Planning Criteria

**Task 3.2.1 - Sewer Flow Monitoring Program:** As the first step in developing wastewater flows, an analysis of historical flow data from the wastewater treatment

plant will be performed. The flow data will be compared to winter water production data, which can be used as a reasonable approximation of sanitary wastewater flows. Dry weather peaking factors will be determined.

Up to fifteen (15) locations for temporary flow monitors will be identified. Considerations will include areas with known or suspected dry or wet weather capacity problems, as well as calibration needs for the hydraulic model of the trunk sewer system.

Carollo will retain the services of V&A Consulting Engineers to perform a temporary flow monitoring program for a period of 4 weeks at sites designated by City and Carollo staff. The flow monitoring equipment should include depth and velocity sensors.

Task 3.2.2 - Review Design Standards and Recommend Planning Criteria: This task defines the methodologies for evaluating the sewer systems for sizing the proposed improvements, and for developing the capital projects. Carollo will review the City's existing design standards for sewer collection, and recommend evaluation criteria to be used as part of the master plan evaluations.

Task 3.2.3 - Update Land Use Inventory and Projections: The City General Plan has defined land use categories. The land use categories and acreages will be used to determine acreage for current and buildout service area projections. This study will update the land use conditions to the most recently available general plan. It is assumed that the general plan land use data will be obtained from the City's GIS. Population projections and growth rates will be revised accordingly. Anticipated changes to the City's current service area will be considered.

It is noted that the City will be updating their current General Plan concurrently with this master planning effort. There will be opportunities to weigh in on growth area versus cost analysis.

- Task 3.2.4 Establish Sewer Design Flow Criteria: The monitored flow data will be analyzed to determine dry weather base wastewater flows, per acre wastewater flow generation factors, dry weather peaking factors, and diurnal curves. Design flow criteria will be recommended and will consider consistency with unit water demands, the age, and condition of the sewers.
- **Task 3.2.5 Establish Sewer Hydraulic Criteria:** Criteria for pipe friction factors, minimum/maximum velocities, pump/lift station capacities and redundancies, allowable depth of surcharging, roughness coefficients for different piping materials, and other criteria governing the hydraulic adequacy of the sewer system will be developed as part of this task. This criteria will be used for the evaluation of the sewer system.
- **Task 3.2.6 Wastewater Flow Projections:** This task includes the development of sewer flow projections for the current City sewer service area. The City is currently in the process of updating its General Plan, and therefore it will be necessary to develop service area expansion scenarios to determine a range of sewer flows that may be expected based on growth and development scenarios. Carollo assumes that up to

three growth scenarios will be developed as a means to develop the range of flow projections. The flow projections will be developed based on the development of wastewater generation factors and the peaking factors developed as part of other tasks. Other factors, such as future water conservation as defined in the 2010 and 2015 Urban Water Management Plans and wet weather infiltration and inflow (I/I) reduction, will be considered if appropriate/necessary.

Task 3.2.7 - Workshop No. 1 - Design Standards, Planning Criteria, and Water Demand/Wastewater Flow Projections: The primary objective of this task is to obtain City comments and feedback on the proposed criteria, and the wastewater flow projections. Consultant will schedule a meeting to address comments or concerns about the criteria summarized in the Technical Memorandum No 1. The adopted criteria and flow projections will be used to evaluate the existing sewer system, identify system deficiencies, and plan the future system improvements.

# Task 3.2.8 - Prepare Draft TM No. 1 - Design Standards, Planning Criteria, and Wastewater Flow Projections

A Technical Memorandum will document the recommended Design Standards and Planning Criteria, and the wastewater flow projections that were discussed in the previous task and which will be used throughout this study for evaluating the sewer system. One electronic copy of the draft version of the TM will be submitted to City staff for review.

#### Task 3.2.9 - Prepare Draft Flow Monitoring Report

The flow monitoring effort, described in a previous section, will be documented in a report that includes tabular and graphical representation of flow data. One electronic version of the Draft Flow Monitoring Report will be submitted to the City for review.

V&A/Carollo will finalize this report by incorporating the City's comments. City staff shall review and provide comments to Consultant in one consolidated written document. City comments will be incorporated into a Final Report that will be submitted to the City for their records.

### Task 3.3 - Hydraulic Modeling, Systems Evaluations, and Operational Enhancements

**Task 3.3.1 - Develop Hydraulic Model:** Consultant will utilize the City's GIS data, as verified in a previous task to assemble the sewer system facility maps. The utility maps (GIS) will be used to develop the corresponding hydraulic model. The model and relevant data will be compatible with the City's current GIS software.

Task 3.3.2 - Calibrate Hydraulic Model: Carollo will calibrate the sewer model to the data collected as part of the flow monitoring program, as well as influent flow data from the treatment plant. The model will be calibrated to both dry and wet weather conditions for flow, velocity, and level at all the metering sites. The calibration will be based on the Wastewater Planners Users Group (WaPUG), model calibration standards. Carollo will present the model calibration to the City at a project meeting. Once calibration has been achieved, the systems can then be evaluated using the selected hydraulic models.

Task 3.3.3 - Evaluate Existing Systems: Following model calibration, the existing systems will be modeled under scenarios identified by City staff and the project team. These scenarios will be used for identifying existing system deficiencies. Special consideration will be given to those facilities in which known system deficiencies already exist, and/or have been targeted by the City to be modified. The sewer system model will be run to simulate flows in the system under existing and build out scenarios. Model runs will be performed for peak flow conditions to determine the capacity deficiencies. Special considerations will be given to those facilities in which known system deficiencies already exist and/or have been targeted by City to be replaced.

**Task 3.3.4 - Provide Recommendations for Systems Enhancements:** Based on the hydraulic model evaluations, Carollo will make recommendations to mitigate the identified deficiencies in the existing sewer system. The deficiencies will be summarized and descriptions will be provided for each proposed improvement.

Task 3.3.5 - Provide Recommendations for Systems Expansion: Sewer facilities necessary for serving the future expansion areas will be identified and verified with hydraulic modeling. The facilities will be mapped electronically (GIS), and summarized in tables and exhibits for future reference. Project alternatives, when feasible, will be identified and discussed. Benefits for the selected preferred alternatives will be presented to City staff for approval.

## Task 3.3.6 - Workshop No. 2 - System Evaluation and Recommended Improvements

The primary objective of this task is to obtain City staff comments and feedback on the identified deficiencies and the proposed improvements for the sewer plan. Consultant will schedule a workshop to discuss the hydraulic modeling process, the identified deficiencies, and to present the improvements.

### Task 3.3.7 - Prepare Draft TM No. 2 - Facilities Evaluation and Recommended Improvements

The Facilities Evaluation and Recommended Improvements Technical Memorandum will incorporate City comments and peer review comments discussed during the workshop. One electronic copy of the TM will be submitted to City staff for review.

Carollo will incorporate the City's comments on the TM into the Draft Master Plan Report. The schedule assumes a review period of seven (7) days.

#### Task 4 - Capital Projects (Collection System)

**Task 4.1 - Capital Projects Prioritization:** Improvements will be phased based on Near-Term, Mid-Period, and Long-Term. Near-Term improvements are needed within the next 5 years, Mid Period improvements are needed between Near-Term and those needed for the ultimate developments within the Urban Growth Boundary of the General Plan (Long-Term). These improvements will be summarized, phased, and prioritized for

and the sewer collection system. The mid-period projects will be identified based on the expected development patterns and target growth areas identified by the City.

It should be noted that the proposed projects will distinguish between the improvements needed to correct existing deficiencies and those needed to service future developments. Improvements will be prioritized based on severity of deficiency being corrected and timing of service to future users.

Costs associated with each proposed improvement will be based on recommended unit costs approved by City staff.

**Task 4.2 - Workshop No. 3 - Capital Project Summary:** Workshop No. 3. Presents and discuss the draft version of Technical Memorandum No. 4 - Capital Improvement Program. The Draft TM will be submitted prior to the workshop, and the final TM will incorporate City comments and peer review comments discussed during the workshop.

**Task 4.3 - Prepare Draft TM No. 3 - Capital Improvement Program:** The Capital Improvement Program will incorporate City comments and peer review comments discussed during the workshop. One electronic copy of the TM will be submitted to City staff for review.

#### Task 5 - Report Preparation and Adoption

This project will produce a single document that will be the main planning document for the City's WWTP and collection system. The master plan will be a culmination of the individual TMs produced for both the WWTP and collection system evaluations, and will include:

- Flows and Loads Analysis TM (WWTP)
- Regulatory Requirements TM (WWTP)
- Siting Analysis TM (WWTP)
- Rough Screening Analysis TM (WWTP)
- Fine Screening Analysis TM (WWTP)
- Design Standards, Planning Criteria, and Wastewater Flow Projections (Collection System)
- Flow Monitoring Report (Collection System)
- Facilities Evaluation and Recommended Improvements TM (Collection System)
- Capital Improvement Program TM (Collection System)

**Task 5.1 - Prepare and Submit Draft Master Plan Report:** A detailed report outline of the proposed master plan will be submitted to City staff for review and comment, prior to the completion of the Draft Report. The Executive Summary section will bring forward

the most significant findings of the project. One electronic copy of the document will be submitted to the City.

**Task 5.2 - City Staff Review of Draft Master Plan Report:** Following the submittal of the draft master plan, City staff will review and provide written comments. Following the review period, the Carollo will meet with City staff and review comments.

**Task 5.3 - Prepare and Submit Final Master Plan Report:** City comments on the draft master plan document will be reviewed and incorporated into the final documents. One electronic copy and ten (10) hard copies of each document will be submitted to the City.

**Task 5.4 - Presentations to Council:** Two (2) presentations will be prepared by Carollo and delivered to the City Council at the completion of the master plan document. One presentation will focus on the WWTP, while the other will focus on the collection system. The collection system presentation will discuss the identified deficiencies, proposed improvements, and capital improvement program. The WWTP presentation will discuss the site of the new WWTP (if applicable), the future effluent reuse and disposal strategy, and the selected technologies for upgrade or replacement of the existing WWTP.

#### **Optional Tasks Not Included in this Scope of Work:**

#### Task 6 – Perform Raw Wastewater Conveyance Analysis

The sewer collection system terminates at the existing WWTP. If an alternative site is identified for the future WWTP, raw wastewater will need to be conveyed via a pump station, located at or near the existing WWTP site, and a pressurized transmission pipeline between the two locations. The objective of this task is to better define this pump station in terms of schedule and cost.

Based on the results of the Flows and Loads TM (Task 2.2) and Siting Analysis TM (Task 2.3), Carollo will evaluate the facilities required to convey raw wastewater from the existing WWTP to the new WWTP site. The evaluation will include the following components:

- Pump station configuration alternatives (i.e., dry pit submersible, wet pit submersible, and trench style)
- Pump station siting alternatives in and around the existing WWTP site
- Pipeline alignment alternatives
- Methods of construction for the pipeline
- Pipeline material alternatives

Carollo will hold one (1) workshop with key City staff to present the results of the detailed evaluation developed as a part of this task. Carollo will prepare conceptual-level design criteria, sizing of components, and capital and operating cost estimates so that the City can provide direction for moving forward. The result of the workshop will be selection of a recommended alternative for the pump station and pipeline.

**Task 6.1 - Prepare Project Cost Estimates:** Carollo will prepare an estimate of probable cost for the alternative pump station configurations and pipeline alignments,

including establishing allowances for indirect costs such as escalation to the midpoint of the project construction. Carollo will establish design allowances for contingency, environmental mitigation, land acquisition, legal, and other costs associated with the project. Operations and maintenance costs and project alternative life cycle costs for equipment and facilities repairs and replacements will also be developed.

**Task 6.2 - Raw Wastewater Conveyance TM:** Carollo will prepare a Raw Wastewater Conveyance TM for review and approval by the City. The TM will be prepared in a format that is easily adapted to requirements for SRF and other funding sources. The TM will include, but not be limited to, the following elements:

- Executive summary
- Introduction
- Design flows (from Task 2.2)
- Pump station alternatives
- Pipeline alignment alternatives
- Other project components
- Environmental and permitting considerations
- · Schedule and cost considerations
- Appendices

#### Assumptions:

- The final recommended alternative for the pump station and pipeline will be selected in a workshop setting by City staff.
- Project cost estimates that result from this analysis will be prepared in a format to support the SRF loan reapplication, and other funding option requirements
- One (1) Raw Wastewater Conveyance workshop has been budgeted
- Five (5) draft and five (5) final copies of the Raw Wastewater Conveyance TM will be submitted

#### Deliverables:

- Raw Wastewater Conveyance TM.
- Project description, identification of project impacts, and other technical information required to support the environmental review and permitting process.
- Updates of engineering task schedule and facilities cost estimate.

#### Task 7 - Wastewater Collection and Treatment Impact Fee Analysis

Task 7.1 - Data Collection and Policy Discussions: Carollo will work with the City and City Engineer to gather all applicable data related to existing and proposed collection system and WWTP usage, as well as financing mechanisms for system infrastructure. The data to be analyzed will include, but not be limited to, fixed asset records, soft assets, EDU and meter equivalent definitions, and financial records. Following submittal of the data request, the City and City Engineer will provide collection system and WWTP data. After the data is reviewed, a meeting will be scheduled to discuss key policy issues related to the City's wastewater impact fees.

**Task 7.2 - Impact Fee Calculations:** Impact fees are governed by California Government Code §66000, which provides a legal framework for the applicability, assessment, and imposition capacity or impact fees. Carollo will use the three primary industry standard methods to calculate impact fees for the collection system and WWTP. Within each method, the goal is to determine the cost of providing a unit of capacity in the sewer system for a new customer.

- 1. Equity Buy-In Method: This approach is based on the historical cost of constructing the assets within the sewer system. The approach is used when a utility has available capacity within its existing sewer system to sell to new customers. This approach takes the replacement cost of existing capacity to provide a unit cost per unit of capacity. A credit for outstanding debt is also typically included in the calculation to ensure that customers are not paying twice for the same capacity.
- 2. <u>Incremental (Marginal Method):</u> This approach is based on the cost of constructing the next increment of sewer system capacity. This approach is used to calculate capacity uses surcharges within a utility that has little or no capacity available for new customers. This approach is based on the total cost of future capacity expansion identified in the capital improvements plan divided by the amount of capacity added associated with the capital plan.
- 3. <u>Hybrid (Combined) Method:</u> This approach is based on the use of a weighted average cost of historical investments in the sewer systems and the next increment of capacity. This approach is used within a utility that has existing capacity to sell but is also in the process of or soon to be constructing new capacity.

In addition to the method used to calculate the fees, it is necessary to evaluate how the fees are assessed. This will include determination of whether the current approach (fee standards) for sewer charges is appropriate. Based upon review of the current methodology and any proposed changes, Carollo will calculate a set of recommended wastewater impact fees.

**Task 7.3 - Demonstration of Customer Impacts:** Based on recommended impact fees, Carollo will provide a benchmarking comparison of what other local and like sewer provider's charge to connect. The benchmarking will provide the magnitude of the charges as well as how the charges are assessed (i.e. meter size, EDU, etc.).

**Task 7.4 - Documentation:** Carollo will develop materials needed for briefing with City staff and Council. Potential topics for briefings could include:

- Impact fee background;
- · Policy issues;
- · Methods for calculating wastewater impact fees; and
- Preliminary results and recommendations.

Carollo will provide full documentation of the impact fee calculation as part of the Wastewater Impact Fee TM. This TM will also be incorporated into the Draft and Final Master Plan Report. This discussion will outline the key policy issues related to the

charges, the approaches used to calculate the fees, and findings, conclusions and recommendations for modifications to the impact fees.

**Task 7.5. Meetings:** Carollo has identified one (1) coordination meeting with City staff and one (1) City Council workshop/presentation.

#### Deliverables:

Wastewater Impact Fee TM.

#### TIME OF PERFORMANCE

This scope of work for Tasks 1 through 5 shall be completed within twelve (12) months following notice to proceed.

#### **PAYMENT**

Payment shall be on a lump sum basis. Payment for services rendered shall be billed monthly, based on the percent of work completed. The budget is six hundred twenty nine thousand, two hundred dollars (\$629,200) and includes all labor and expenses necessary to complete Tasks 1 through 5 of this scope of work. Tasks 6 and 7 are optional tasks and are not included in this budget. The breakdown of the budget according to the two major deliverables (master planning evaluations) is provided below. Tasks 1 and 5 combine the work required to support both the WWTP evaluation (Task 2) and the wastewater collection system evaluation (Tasks 3 and 4). The budgets for Tasks 1 and 5 are included in the individual master plan budgets below, and allocated to the master plan budgets based on the respective work efforts:

WWTP Master Plan (Task 2, including allocation of Tasks 1 and 5)	\$264,600
Wastewater Collection System Master Plan (Tasks 3 and 4, including allocation of Tasks 1 and 5)	<u>\$364,600</u>
Total	\$629.200

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# City of Lemoore Water Master Plan SCOPE OF WORK

This scope of work includes the preparation of water system master plan. The scope of work is divided into tasks describing the corresponding work, workshops, and deliverables.

#### TASK 1 - PROJECT MANAGEMENT

The objective of this task is to provide project management activities required to coordinate engineering disciplines and related services required for activities outlined in this scope of work.

**Task 1.1 – Project Management Meetings:** Carollo will participate the following meetings:

- Bi-weekly project progress meetings via teleconference with key City staff to discuss project status, action items, and potential areas of concern
- Two (2) public outreach meetings. These public outreach meetings are intended to cover all of the master planning projects including Water, Wastewater Treatment, Collection System, and Storm Water.
- Two (2) stakeholder meetings. These public outreach meetings are intended to cover all
  of the master planning projects including Water, Wastewater Treatment, Collection
  System, and Storm Water.

Task 1.2 – Project Management, Progress Reporting, Cost and Schedule Control: Carollo will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and staffing needs. Carollo will prepare monthly project progress reports that update the City on the current status of the project including updates of technical, schedule, and budget issues.

**Task 1.3 - Project Coordination and Integration of Work Efforts:** Carollo will communicate, interact, and coordinate with the City, as needed, to assure the efficient and effective completion of activities related to the development of the Wastewater Treatment Master Plan (Master Plan).

Carollo will also hold a kick-off meeting and attend other coordination meetings called by the City.

**Task 1.4 - Kickoff Meeting:** The project will be launched at a kickoff meeting between City staff and the Project Team members. This meeting will be attended by Carollo's Project Manager and the lead engineers for the water master plan. The following objectives will be accomplished at this meeting:

- Confirm project objectives
- Develop guidelines for defining the system performance criteria
- Provide list of needed data for completion of the study
- Review previous work and studies
- Discuss and document existing conditions and identify known system deficiencies
- Define project roles and distribute project roster

- Schedule project milestones
- Distribute project management plan

#### Assumptions:

- It is anticipated that the project activities will last approximately twelve (12) months.
- Carollo's PIC, Task Leader, and associated Project Engineer(s) will attend the face-toface meetings or other coordination meetings.
- One (1) kick-off meeting with City staff
- Three (3) Project Meetings with the project team have been budgeted.
- Two (2) coordination meetings with the project team have been budgeted.
- Bi-weekly conference calls will be held with the City. Twenty-five (25) weekly progress meetings/conference calls have been budgeted.
- A total of twelve (12) monthly progress reports will be prepared (including schedule updates).

#### Deliverables:

- Summary notes from Project Management Meetings
- Monthly Project Management, Cost, and Schedule Control Reports
- Summary notes from Project Meetings

#### TASK 2 - DATA COLLECTION AND REVIEW, AND UTILITY MAPPING

**Task 2.1 - Data Collection:** Carollo will review available relevant reports and other data for use in this project, as well as other relevant information including but not limited to:

- City's General Plan including the land use, housing, population, and circulation elements
- Relevant electronic maps extracted from the City's GIS
- Water utility GIS database and/or platt maps with service area boundaries.
- Improvement plans/as-built drawings for recent water projects that may not be included in the City's GIS or Platt Maps.
- Design standards or design manuals for the water system.
- Recent hydrant fire flow reports (if available)
- Monthly water usage reports for the past 5 complete years
- Metered water usage information for the last complete year by billing category including: public, commercial, industrial, multi-family, and single family
- Water operational data and records
- Recent well efficiency reports and pump curves for all active wells
- Recent construction unit costs for pipelines, wells, and other relevant infrastructure.

Carollo will develop a data collection matrix that will be presented at the project kickoff meeting. Carollo will update the data collection matrix as items are received and will update the City on outstanding items remaining for the project.

Task 2.2 - Update Utility Mapping for Hydraulic Models: Verify update electronic mapping of water facilities that are needed to create the City's utility hydraulic models. ArcView (GIS) is

the graphical environment that will be used for the mapping tasks. The electronically produced maps will be compatible and suitable for use in the City's GIS.

- **Task 2.3 Base Mapping/Land Use**: The City's Base Map will be obtained from the City and edited if necessary in GIS for master planning purposes. The land use map will be used for area and coverage calculations.
- **Task 2.4 Water Facilities**: Carollo will use the City's existing GIS as the baseline for development of the electronic utility maps. Carollo will review the existing GIS files, and record drawings as well as conduct meetings with City staff to develop an understanding of the water facilities. The GIS will form the basis for the water system hydraulic model.
- **Task 2.5 Field Visits:** Carollo will conduct up to two 1-day field visits to gather additional information on the City's water systems. Key City staff will be interviewed as needed to gather additional information and to resolve any questions. In particular, interviews with operation and maintenance staff will be used to develop a better understanding of known or suspected operation and maintenance problems such as low water pressure areas or capacity issues. These visits will also be used to verify connectivity issues identified in Task 2.2 and obtain a thorough understanding of the City's operating strategies and controls.

# TASK 3 - SUPPLY AND DEMAND ANALYSIS AND CRITERIA DEVELOPMENT

#### Task 3.1 - Water Supply and Demand Analysis

Carollo will conduct a water supply analysis to determine average and peak demands. Carollo will use well production reports, available SCADA data, and information from other relevant reports, such as the Corona Study, to determine the City water production capacity. Water meter billing records will be used to determine average and peak demands.

- **Task 3.2 Review Design Standards and Recommend Planning Criteria:** This task defines the methodologies for evaluating the water system for sizing the proposed improvements, and for developing the capital projects. Carollo will review the City's existing design standards for water transmission, and recommend evaluation criteria to be used as part of the master plan evaluations.
- **Task 3.3 Update Land Use Inventory and Projections**: The City General Plan has defined land use categories. The land use categories and acreages will be used to determine acreage for current and buildout service area projections. This study will update the land use conditions to the most recently available general plan. It is assumed that the general plan land use data will be obtained from the City's GIS. Population projections and growth rates will be revised accordingly. Anticipated changes to the City's current service area will be considered.
- Task 3.4 Establish Unit Water Demands and Peaking Factors: Per-acre unit water demands will be developed for each consolidated land use category. These unit demands will be based on recent metered water production records. The water demand peaking factors for maximum day and peak hour conditions will be determined.
- **Task 3.5 Define Fire Flow and Emergency Scenarios**: Appropriate fire flow demands for each land use category and residual pressure requirements will be defined. These criteria will be established through discussions with the City's Fire Marshall, review of current Insurance Service Office (ISO) guidelines, and Consultant's experience. This subtask also includes defining emergency operating scenarios such as power outages and well closures.

- **Task 3.6 Establish Water System Hydraulic Criteria**: Criteria for pipe friction factors, minimum/maximum velocities, pump station capacities and redundancies, residual pressures, and other criteria governing the hydraulic adequacy of the water distribution system will be recommended.
- **Task 3.7 Water Demand Projections:** This task includes the development of water demand projections for the current City water supply service area. The City is currently in the process of updating its General Plan, and therefore it will be necessary to develop service area expansion scenarios to determine a range of water demands that may be expected based on growth and development scenarios. Carollo assumes that up to three growth scenarios will be developed as a means to develop the range of water demand projections. The water demand projections will be developed based on the development of water demand factors and the peaking factors developed as part of other tasks, and will consider other factors such as the City's water conservation goals as defined in the 2010 and 2015 Urban Water Management Plans.
- **Task 3.8 Workshop No. 1 Design Standards, Planning Criteria, and Water Demand Projections.** The primary objective of this task is to obtain City comments and feedback on the proposed criteria and the water demand projections. Carollo will schedule a meeting to address comments or concerns about the criteria. The adopted criteria and demand projections will be used to evaluate the existing water system, identify system deficiencies, and plan the future system improvements. Carollo will prepare meeting notes for the workshop, action item list, and decision logs.
- Task 3.9 Prepare Draft TM No. 1 Design Standards, Planning Criteria, and Water Demand Projections: A Technical Memorandum will document the recommended Design Standards and Planning Criteria, and the water demand projections that were discussed in the previous task. The water demands and criteria will be used throughout this study for evaluating the water system. One electronic copy of the draft version of the TM will be submitted to City staff for review.

# TASK 4 - HYDRAULIC MODELING, SYSTEMS EVALUATIONS, AND OPERATIONAL ENHANCEMENTS

- **Task 4.1 Develop Hydraulic Model:** Carollo will utilize the City's GIS data, as verified in Task 3 to assemble the water system facility maps. The utility maps (GIS) will be used to develop the corresponding hydraulic model. The model and relevant data will be compatible with the City's current GIS software.
- **Task 4.2 Calibrate Hydraulic Models:** The City's water system hydraulic model will be calibrated against hydrant test data as well as temporary pressure logger data that will be collected as part of this study. Carollo will install up to 15 hydrant pressure loggers to measure pressure variations in the distribution system. Carollo will also request that the City conduct a series of hydrant flushing tests to calibrate pressure drop and friction factors within the water distribution system model.

If hourly water metering is not available from the largest water users (such as Leprino), Carollo will also install Meter Master water meters to collect data on usage for model calibration and demand forecasting.

Once calibration has been achieved, the systems can then be evaluated using the selected hydraulic models.

**Task 4.3 - Evaluate Existing Systems:** Following model calibration, the existing system will be modeled under scenarios identified by City staff and the project team. These scenarios will be used for identifying existing system deficiencies. Special consideration will be given to those facilities in which known system deficiencies already exist, and/or have been targeted by the City to be modified. The water system model will be used to conduct hydraulic analysis and to identify any deficiencies in the existing and buildout water systems. Deficiencies can include low residual pressures due to insufficient supply, pipeline capacity constraints, or operational issues.

**Task 4.4 - Provide Recommendations for Systems Enhancements:** Based on the hydraulic model evaluations, Carollo will make recommendations to mitigate the identified deficiencies in the existing water system. The deficiencies will be summarized and descriptions will be provided for each proposed improvement.

#### Task 4.5 - Provide Recommendations for Systems Expansion

Water facilities necessary for serving the future expansion areas will be identified and verified with hydraulic modeling. The facilities will be mapped electronically (GIS), and summarized in tables and exhibits for future reference. Project alternatives, when feasible, will be identified and discussed. Benefits for the selected preferred alternatives will be presented to City staff for approval.

**Task 4.6 - Workshop No. 2 - System Evaluation and Recommended Improvements:** The primary objective of this task is to obtain City staff comments and feedback on the identified deficiencies and the proposed improvements for the water system. Consultant will schedule a workshop to discuss the hydraulic modeling process, the identified deficiencies, and to present the improvements. Carollo will prepare meeting notes, action item lists, and decision logs resulting from the meeting.

Task 4.7 - Prepare Draft TM No. 2 - Facilities Evaluation and Recommended Improvements: The Facilities Evaluation and Recommended Improvements Technical Memorandum will incorporate City comments and peer review comments discussed during the workshop. One electronic copy of the TM will be submitted to City staff for review.

Carollo will incorporate the City's comments on the TM into the Draft Master Plan Report.

#### **TASK 5 - CAPITAL PROJECTS**

#### Task 5.1 - Capital Projects Prioritization

Needed system improvements will be phased based on Near-Term, Mid-Period and Long-Term needs. Near-Term improvements are those needed within the next 5 years, Mid Period improvements are needed between Near-Term and those needed for the ultimate developments within the Urban Growth Boundary of the General Plan (Long-Term). These improvements will be summarized, phased, and prioritized for the water system. The mid-period projects will be identified based on expected development patterns and target growth areas identified by the City.

It should be noted that the proposed projects will distinguish between the improvements needed to correct existing deficiencies and those needed to service future developments. This will assist the City in establishing updated development impact fees. Improvements will be prioritized based on severity of deficiency being corrected and timing of service to future users

Costs associated with each proposed improvement will be based on recommended unit costs approved by City staff.

**Task 5.2 - Workshop No. 3 - Capital Project Summary:** Workshop No. 3. will be conducted to present and discuss the draft version of Technical Memorandum No. 3 - Capital Improvement

Program. The Draft TM will be submitted prior to the workshop, and the final TM will incorporate City comments and peer review comments discussed during the workshop. Carollo will prepare meeting notes of the workshop within 7 business days.

#### Task 5.3 - Prepare Draft TM No. 3 - Capital Improvement Program

The Capital Improvement Program will incorporate City comments and peer review comments discussed during the workshop. One electronic copy of the TM will be submitted to City staff for review.

#### TASK 6 - REPORT PREPARATION AND ADOPTION

This project will produce stand-alone documents that will be the main planning document for the City's water capital programs.

**Task 6.1 - Prepare and Submit Draft Master Plan Report:** Detailed report outlines of the proposed master plan will be submitted to City staff for review and comment, prior to the completion of the Draft Report. The Executive Summary sections will bring forward the most significant findings of the project. One electronic copy of each document will be submitted to the City.

#### Task 6.2 - City Staff Review Draft Master Plan Report

Following the submittal of the draft master plan, City staff will review and provide written comments. Following the review period, the Consultant shall meet with City staff and review comments.

#### Task 6.3 - Prepare and Submit Final Master Plan Report

City comments on the draft master plan documents will be reviewed and incorporated into the final documents. One electronic copy and ten (10) hard copies of each document will be submitted to the City.

#### Task 6.4 - Presentation to City Council

One presentation will be prepared by Consultant and delivered to the City Council at the completion of the master plan. The presentation will discuss the identified deficiencies, proposed improvements, and capital improvement program.

#### TIME OF PERFORMANCE

This scope of work shall be completed within twelve (12) months following notice to proceed.

#### **PAYMENT**

Payment shall be on a lump sum basis. Payment for services rendered shall be billed monthly, based on the percent of work completed. The budget for this scope of work is three hundred and fourteen thousand, one hundred (\$314,100) and includes all expenses.

#### **City of Lemoore**

### Storm Drain Master Plan

#### **SCOPE OF WORK**

This scope of work includes the preparation of storm drain system master plan. The scope of work is divided into tasks describing the corresponding work, workshops, and deliverables.

#### TASK 1 - PROJECT MANAGEMENT

The objective of this task is to provide project management activities required to coordinate engineering disciplines and related services required for activities outlined in this scope of work.

**Task 1.1 – Project Management Meetings:** QK will participate in bi-weekly project progress meetings via teleconference with key City staff to discuss project status, action items, and potential areas of concern.

Task 1.2 – Project Management, Progress Reporting, Cost and Schedule Control: QK will manage its engineering task efforts to track time and budget, work elements accomplished, work items planned for the next period, and staffing needs. QK will prepare monthly project progress reports that update the City on the current status of the project including updates of technical, schedule, and budget issues.

**Task 1.3 - Project Coordination and Integration of Work Efforts:** QK will communicate, interact, and coordinate with the City, as needed, to assure the efficient and effective completion of activities related to the development of the Storm Drain System Master Plan (Master Plan).

QK will also hold a kick-off meeting and attend other coordination meetings called by the City.

**Task 1.4 - Kickoff Meeting:** The project will be launched at a kickoff meeting between City staff and the Project Team members. This meeting will be attended by QK's Project Manager and the lead engineers for the storm drain master plan. The following objectives will be accomplished at this meeting:

- Confirm project objectives
- Develop guidelines for defining the system performance criteria
- Provide list of needed data for completion of the study
- Review previous work and studies
- Discuss and document existing conditions and identify known system deficiencies
- Define project roles and distribute project roster
- Schedule project milestones
- Distribute project management plan

#### Assumptions:

• It is anticipated that the project activities will last approximately twelve (12) months.

- QK's PIC, Task Leader, and associated Project Engineer(s) will attend the face-to-face meetings or other coordination meetings.
- One (1) kick-off meeting with City staff
- Three (3) Project Meetings with the project team have been budgeted.
- Two (2) coordination meetings with the project team have been budgeted.
- Bi-weekly conference calls will be held with the City. Twenty-five (25) weekly progress meetings/conference calls have been budgeted.
- A total of twelve (12) monthly progress reports will be prepared (including schedule updates).

#### Deliverables:

- Summary notes from Project Management Meetings
- Monthly Project Management, Cost, and Schedule Control Reports
- Summary notes from Project Meetings

#### TASK 2 - DATA COLLECTION AND REVIEW, AND UTILITY MAPPING

**Task 2.1 - Data Collection:** QK will review available relevant reports and other data for use in this project, as well as other relevant information including but not limited to:

- City's General Plan including the land use, housing, population, and circulation elements
- Relevant electronic maps extracted from the City's GIS
- Storm utility GIS database and/or plat maps with service area boundaries.
- Improvement plans/as-built drawings for recent storm drain projects that may not be included in the City's GIS or Plat Maps.
- Design standards or design manuals for the storm system.
- Previously prepared studies completed by McGlasson, CEI and Quad Knopf, Inc.

QK will develop a data collection matrix that will be presented at the project kickoff meeting. QK will update the data collection matrix as items are received and will update the City on outstanding items remaining for the project.

**Task 2.2 - Update Utility Mapping for Storm Drainage Models:** Verify update electronic mapping of existing storm drainage facilities that are needed to create the City's storm models. ArcView (GIS) is the graphical environment that will be used for the mapping tasks. The electronically produced maps will be compatible and suitable for use in the City's GIS.

**Task 2.3 - Base/Land Use**: The City's Base Map will be obtained from the City and edited if necessary in GIS for master planning purposes. The land use map will be used for area and coverage calculations.

**Task 2.4 – Storm Facilities**: QK will use the City's existing GIS as the baseline for development of the electronic storm utility maps. QK will review the existing GIS files, and record drawings as well as conduct meetings with City staff to develop an understanding of the storm drainage facilities. The GIS will form the basis for the storm drainage system hydraulic model.

**Task 2.5 - Field Visits:** QK will conduct up to two 1-day field visits to gather additional information on the City's storm drainage systems. Key City staff will be interviewed as needed to gather additional information and to resolve any questions. In particular, interviews with

operation and maintenance staff will be used to develop a better understanding of known or suspected operation and maintenance problems such as flooding issues, storm drainage pump performance or capacity issues. These visits will also be used to verify connectivity issues identified in Task 2.2 and obtain a thorough understanding of the City's operating strategies and controls.

**Task 2.6 – Miscellaneous Field Surveys:** QK will some limited topographic surveys to determine the existing sizes, locations, slopes of the existing basins.

# TASK 3 - HYDRAULIC MODELING, SYSTEMS EVALUATIONS, AND OPERATIONAL ENHANCEMENTS

- **Task 3.1 Develop Water Shed:** QK will review the existing topography of the City and develop water shed areas. Key City staff will be interviewed as needed to gather additional information on potential water sheds within each proposed basin.
- **Task 3.2 Develop Hydraulic Model:** QK will utilize the City's GIS data, as verified in Task 2 to assemble the storm draining system facility maps. The utility maps (GIS) will be used to develop the corresponding hydraulic model. The model and relevant data will be compatible with the City's current GIS software.
- **Task 3.3 Evaluate Existing Systems:** The existing system will be modeled under scenarios identified by City staff and the project team. These scenarios will be used for identifying existing system deficiencies. Special consideration will be given to those facilities in which known system deficiencies already exist, and/or have been targeted by the City to be modified. The storm drainage system model will be used to conduct hydraulic analysis and to identify any deficiencies in the existing and buildout water shed. Deficiencies can include localized flooding, basin capacity challenges, pipeline capacity constraints, or operational issues.
- **Task 3.4 Provide Recommendations for Systems Enhancements:** Based on the hydraulic model evaluations, QK will make recommendations to mitigate the identified deficiencies in the existing water shed. The deficiencies will be summarized and descriptions will be provided for each proposed improvement.

#### Task 3.5 - Provide Recommendations for Systems Expansion

Storm water facilities necessary for serving the future expansion areas will be identified and verified with hydraulic modeling. The facilities will be mapped electronically (GIS), and summarized in tables and exhibits for future reference. Project alternatives, when feasible, will be identified and discussed. Benefits for the selected preferred alternatives will be presented to City staff for approval.

**Task 3.6 - Workshop No. 2 - System Evaluation and Recommended Improvements:** The primary objective of this task is to obtain City staff comments and feedback on the identified deficiencies and the proposed improvements for the storm water system. Consultant will schedule a workshop to discuss the hydraulic modeling process, the identified deficiencies, and to present the improvements. QK will prepare meeting notes, action item lists, and decision logs resulting from the meeting.

Task 3.7 - Prepare Draft TM No. 1 - Facilities Evaluation and Recommended Improvements: The Facilities Evaluation and Recommended Improvements Technical Memorandum will incorporate City comments and peer review comments discussed during the

workshop. Five (5) hard copies and one electronic copy of the TM will be submitted to City staff for review.

QK will incorporate the City's comments on the TM into the Draft Master Plan Report.

#### TASK 4 - CAPITAL PROJECTS

#### Task 4.1 - Capital Projects Prioritization

Needed system improvements will be phased based on Near-Term, Mid-Period and Long-Term needs. Near-Term improvements are those needed within the next 5 years, Mid Period improvements are needed between Near-Term and those needed for the ultimate developments within the Urban Growth Boundary of the General Plan (Long-Term). These improvements will be summarized, phased, and prioritized for the different water sheds. The mid-period projects will be identified based on expected development patterns and target growth areas identified by the City.

It should be noted that the proposed projects will distinguish between the improvements needed to correct existing deficiencies and those needed to service future developments. This will assist the City in establishing updated development impact fees. Improvements will be prioritized based on severity of deficiency being corrected and timing of service to future users

Costs associated with each proposed improvement will be based on recommended unit costs approved by City staff.

**Task 4.2 - Workshop No. 2 - Community Project Summary:** Workshop No. 2. will be conducted to present and discuss the draft version of Technical Memorandum No. 2 - Community Investment Program. The Draft TM will be submitted prior to the workshop, and the final TM will incorporate City comments and peer review comments discussed during the workshop. QK will prepare meeting notes of the workshop within 7 business days.

#### Task 4.3 - Prepare Draft TM No. 3 - Community Investment Program

The Community Investment Program will incorporate City comments and peer review comments discussed during the workshop. Five hard copies and one electronic copy of the TM will be submitted to City staff for review.

#### TASK 5 - REPORT PREPARATION AND ADOPTION

This project will produce stand-alone documents that will be the main planning document for the City's storm drain capital programs.

**Task 5.1 - Prepare and Submit Draft Master Plan Report:** Detailed report outlines of the proposed master plan will be submitted to City staff for review and comment, prior to the completion of the Draft Report. The Executive Summary sections will bring forward the most significant findings of the project. One electronic copy and five (5) hard copies of each document will be submitted to the City.

#### Task 5.2 - City Staff Review- Draft Master Plan Report

Following the submittal of the draft master plan, City staff will review and provide written comments. Following the review period, the Consultant shall meet with City staff and review comments.

#### Task 5.3 - Prepare and Submit Final Master Plan Report

City comments on the draft master plan documents will be reviewed and incorporated into the final documents. One electronic copy and ten (10) hard copies of each document will be submitted to the City.

#### Task 5.4 - Presentation to Council

One presentation will be prepared by Consultant and delivered to the City Council at the completion of the master plan. The presentation will discuss the identified deficiencies, proposed improvements, and community investment program.



#### **Attachment A**

### Proposal for Storm Water, Potable Water and Wastewater Treatment/Collection System Master Plans

#### **Fee Summary**

DESCRIPTION	FEE BASIS	FEE AMOUNT
Water Master Plan	Fixed Fee	\$314,100
Waste Water Collection Master Plan	Fixed Fee	\$364,600
Waste Water Treatment Plan Master Plan	Fixed Fee	\$264,600
Storm Water Master Plan	Fixed Fee	\$180,000
City Engineering Support	Time-and-materials	\$22,000
TOTAL		\$1,145,300

SURVEY & GIS

# City of Lemoore Storm Drain Master Plans (Febuary 2017)

(Febuary 2017)												_		
		Hours by Classifications										Fee		
Task Description	Senior Associate Technician	Associate Engineer	Senior Associate Engineer	Senior Engineer	Principal Engineer	Project Administrator	Sr. PE/Sr. LS	2 Man Crew Survey Crew	QK	QK Labor Sub and Other Fees			To	tal Fee
Task 1 - Project Management														
1.1 Project Management Meeting	26			52		26			\$	14,560	\$	1,016	\$	15,576
1.2 Reporting/Cost/Schedule				24		24			\$	6,432	\$	469	\$	6,901
1.3 Project Coordination	10			20					\$	4,720	\$	293	\$	5,013
1.4 Kick Off Meeting	4			8	4	2			\$	2,860	\$	176	\$	3,036
Total Task 1	.0 40	0	0	104	4	52	0	0	\$	28,572	\$	1,954	\$	30,526
Task 2 - Data Collection and Review, and Utility Mapp	oing													
2.1 Data Collection	24	16		20		16			\$	9,824	\$	1,320	\$	11,144
2.2 Update GIS for Model	40			8					\$	5,920	\$	829	\$	6,749
2.4 Land Use	8			8		4			\$	2,688	\$	346	\$	3,034
2.4 Review Storm Facilties		40		30					\$	10,720	\$	1,209	\$	11,929
2.5 Field Visit		16		16					\$	5,008	\$	553	\$	5,561
2.6 Field Survey		24	24					80	\$	26,136	\$	2,211	\$	28,347
Total Task 2	.0 72	96	24	82	0	20	0	80	\$	60,296	\$	6,469	\$	66,765
Task - 3 Hydraulic Modeling/System Evaluation														
3.1 Develop Water Shed	40			24					\$	8,800	\$	636	\$	9,436
3.2 Develop Hydraulic Model	40			24					\$	8,800	\$	636	\$	9,436
3.3 Evaluate Existing System	40			16					\$	7,360	\$	557	\$	7,917
3.4 Recommendation for System Enhancement		16		18					\$	5,368	\$	338	\$	5,706
3.5 Recommendation for System Expansion		16		18					\$	5,368	\$	338	\$	5,706
3.6 Workshop - Expansion and Improvements		8		16		8			\$	4,648	\$	318	\$	4,966
3.7 Draft Technical Memo - Eval and Improve		8		24		4			\$	5,736	\$	358	\$	6,094
Total Task 3	.0 120	48	0	140	0	12	0	0	\$	46,080	\$	3,181	\$	49,261
Task - 4 Capital Projects														
4.1 Capital Project Priority				24					\$	4,320	\$	514	\$	4,834
4.2 Workshop - Community Project Summary	8			10		8			\$	3,400	\$	557	\$	3,957
4.3 Draft Thechnical Memo - CIP				24		4			\$	4,672	\$	599	\$	5,271
Total Task 4	.0 8	0	0	58	0	12	0	0	\$	12,392	\$	1,670	\$	14,062
Task - 5 Report Preparation and Adoption														
5.1 Prepare Draft Master Plan Report				34		4			\$	6,472		699		7,171
5.2 City Review Meeting		8		16		8			\$	4,648		1,588		6,236
5.3 Prepare Final Master Plan Report				24		4			\$	4,672	\$	515	\$	5,187
5.4 Meeting with City Council				4					\$	720	\$	74	\$	794
Total Task 5	. <b>0</b> 0	8	0	78	0	16	0	0	\$	16,512	\$	2,876	\$	19,388
Total Cost														
Totals	<b>S</b> 240	152	24	142882	4	112	0	80	\$16	3,852	\$1	6,148	\$18	30,000

### City of Lemoore Wastewater Master Plan (February 2017)

		`			by Classi	fication			I	Fee	
				Hours		ree					
	Task Description	Lead Project Professional	Project Professional	Professional	Assistant Professional	Technicians	Support Staff	Total	Labor Fee	Subs & Other Fees	Total Fee
TASK 1 - Da	ata Collection and Background Review										
Task 1.1	Data Collection and Review	8	24	32	24	16	8	112	\$21,136	\$1,310	\$22,446
	Task 1 - Sub Total	8	24	32	24	16	8	112	\$21,136	\$1,310	\$22,400
TASK 2 - W	astewater Treatment Plant Evaluation										
Task 2.1	Perform Analysis of Current Future Regulatory Requirements	16	24	8	40	0	8	96	\$19,032	\$1,123	\$20,155
Task 2.2	Perform Flows and Loads Analysis	8	24	16	60	0	8	116	\$21,896	\$1,357	\$23,253
Task 2.3	Perform WWTP Siting Analysis	16	32	24	40	16	8	136	\$26,168	\$1,591	\$27,759
Task 2.4	Perform Rough Screening of Viable Alternatives (incl effluent reuse)	16	48	60	120	40	16	300	\$54,408	\$3,510	\$57,918
Task 2.5	Perform Fine Screening of Alternatives	24	60	80	190	80	24	458	\$80,852	\$5,359	\$86,211
	Task 2 - Sub Total	80	188	188	450	136	64	1106	\$202,356	\$12,940	\$215,300
TASK 3 - W	astewater Collection System Evaluation										
Task 3.1	Update Utility Mapping for Hydraulic Model	16	24	72	120	80	16	328	\$56,032	\$3,838	\$59,870
Task 3.2	Design Standards and Planning Criteria	20	32	88	100	72	16	328	\$57,908	\$36,838	\$94,746
Task 3.3	Hydraulic Modeling, Systems Evaluations, and Operational Enhancements	32	32	92	110	60	32	358	\$63,740	\$4,189	\$67,929
	Task 3 - Sub Total	68	88	252	330	212	64	1014	\$177,680	\$44,864	\$222,500
TASK 4 - Ca	apital Projects										
Task 4.1	Capital Projects Prioritization	18	32	32	62	36	8	188	\$34,434	\$2,200	\$36,634
Task 4.2	Workshop No. 3 - Capital Project Summary	18	24	16	16	16	8	98	\$19,166	\$1,147	\$20,313
Task 4.3	Prepare Draft TM No. 3 - Capital Improvement Program	24	24	40	48	24	24	184	\$33,616	\$2,153	\$35,769
	Task 4 - Sub Total	60	80	88	126	76	40	470	\$87,216	\$5,499	\$92,700
TASK 5 - R	eport Preparation and Adoption										
Task 5.1	Prepare and Submit Draft Master Plan Report	32	40	60	80	24	24	260	\$48,880	\$4,242	\$53,122
Task 5.2	City Staff Review of Draft Master Plan Report	4	4	0	0	0	4	12	\$2,432	\$140	\$2,572
Task 5.3	Prepare and Submit Final Master Plan Report	8	8	16	24	16	8	80	\$14,064	\$2,136	\$16,200
Task 5.4	Presentations to Council	8	8	0	0	0	2	18	\$4,210	\$211	\$4,421
	Task 5 - Sub Total	52	60	76	104	40	38	370	\$69,586	\$6,729	\$76,300
TOTAL CO	STS (Base Scope of Work)										
	Totals	268	440	636	1034	480	214	3072	\$557,974	\$71,342	\$629,200

### City of Lemoore Water Master Plan (February 2017)

	, i	CDIG	ary Zu								
				Hours	by Classi	fication				Fee	
	Task Description	Lead Project Professional	Project Professional	Professional	Assistant Professional	Technicians	Support Staff	Total	Labor Fee	Subs & Other Fees	Total Fee
Task 1 - Pr	oject Management										
Task 1.1	Project Management Meetings	24	16	8	0	0	4	52	\$12,108	\$608	\$12,716
Task 1.2	Project Management, Progress Reporting, Cost and Schedule Control	48	16	0	0	0	8	72	\$17,144	\$842	\$17,986
Task 1.3	Project Coordination and Integration of Work Efforts	18	8	8	8	0	8	50	\$10,398	\$585	\$10,983
Task 1.4	Kick-off Meeting	16	8	8	0	0	4	36	\$8,116	\$421	\$8,537
	Task 1 - Sub Total	106	48	24	8	0	24	210	\$47,766	\$2,457	\$50,200
	ata Collection and Review, and Utility Mapping										
Task 2.1	Data Collection	2	4	8	4	4	0	22	\$4,254	\$257	\$4,511
Task 2.2	Update Utility Mapping for Hydraulic Models	2	2	8	12	36	0	60	\$9,070	\$702	\$9,772
Task 2.3 Task 2.4	Base Mapping/Land Use Water Facilities	2	4	8 8	16 12	12 8	0	42 38	\$7,238 \$6,514	\$491 \$445	\$7,729 \$6,959
Task 2.5	Field Visits	8	16	16	16	4	0	60	\$12,296	\$702	\$12,998
Tusk 2.0	Task 2 - Sub Total	16	30	48	60	64	4	222	\$39,372	\$2,597	\$42,000
Task 3 - Su	pply and Demand Analysis and Criteria Development										
Task 3.1	Water Supply and Demand Analysis	4	4	8	12	8	0	36	\$6,596	\$421	\$7,017
Task 3.2	Review Design Standards and Recommended Planning Criteria	2	4	8	12	8	4	38	\$6,514	\$445	\$6,959
Task 3.3	Update Land Use Inventory and Projections	2 2	4	8 8	8	8	4	34	\$5,850	\$398	\$6,248
Task 3.4 Task 3.5	Establish Unit Water Demand and Peaking Factors Define Fire Flow and Emergency Scenarios	2	4	8	16 12	8 8	2	42 36	\$7,178 \$6,296	\$491 \$421	\$7,669 \$6,717
Task 3.6	Establish Water System Hydraulic Criteria	2	4	10	8	4	2	30	\$5,540	\$351	\$5,891
Task 3.7	Water Demand Projections	4	8	8	9	8	2	39	\$7,276	\$456	\$7,732
Task 3.8	Workshop No.1 - Design Standards, Planning Criteria, and Water Demand Projections	8	8	8	8	4	2	38	\$7,650	\$445	\$8,095
Task 3.9	Prepare Draft TM No. 1 - Design Standards, Planning Criteria, and Water Demand Projections	6	8	16	36	16	12	94	\$15,974	\$1,100	\$17,074
	Task 3 - Sub Total	32	48	82	121	72	32	387	\$68,874	\$4,528	\$73,400
	rdraulic Modeling, System Evaluation, and Operational Enhancements										
Task 4.1	Develop Hydraulic Model	2	16	24	60	16	0	118	\$21,150	\$1,381	\$22,531
Task 4.2 Task 4.3	Calibrate Hydraulic Model Evaluate Existing System	2	4 8	8 12	40 24	4	0 2	58 54	\$10,230 \$10,078	\$679 \$632	\$10,909 \$10,710
Task 4.4	Provide Recommendations for System Enhancements	2	8	12	24	2	0	48	\$9,094	\$562	\$9,656
Task 4.5	Provide Recommendations for System Expansions	2	8	12	24	16	4	66	\$11,266	\$772	\$12,038
Task 4.6	Workshop No. 2 - System Evaluation and Recommended Improvements	8	8	8	0	4	2	30	\$6,322	\$351	\$6,673
Task 4.7	Prepare Draft TM No. 2 - Facilities Evaluation and Recommended Improvements	4	8	16	24	16	16	84	\$13,900	\$983	\$14,883
	Task 4 - Sub Total	24	60	92	196	62	24	458	\$82,040	\$5,359	\$87,400
Task 5 - Ca	pital Projects										
Task 5.1	Capital Projet Prioritization	4	8	12	16	8	2	50	\$9,246	\$585	\$9,831
Task 5.2 Task 5.3	Workshop No. 3 - Capital Project Summary	2 2	4 8	4 16	4 36	4	2 2	20 68	\$3,664	\$234 \$796	\$3,898
Task 5.5	Prepare Draft TM No. 3 - Capital Improvement Program  Task 5 - Sub Total	8	20	32	56	16	6	138	\$12,360 <b>\$25,270</b>	\$1,615	\$13,156 <b>\$26,900</b>
Task 6 - Rep	port Preparation and Adoption			V-					<b>\$20,2.0</b>	<b>\$1,010</b>	<b>\$20,000</b>
Task 6.1	Prepare and Submit Draft Master Plan Report	4	16	24	40	16	16	116	\$20,092	\$2,157	\$22,249
Task 6.2	City Staff Review, Draft Master Plan	2	2	0	0	0	2	6	\$1,216	\$70	\$1,286
Task 6.3	Prepare and Submit Final Master Plan Report	4	8	8	4	8	4	36	\$6,664	\$1,221	\$7,885
Task 6.4	Presentation to City Council  Task 6 - Sub Total	8 <b>18</b>	8 <b>34</b>	0 <b>32</b>	0 <b>44</b>	0 <b>24</b>	2 <b>24</b>	18 <b>176</b>	\$4,210 <b>\$32,182</b>	\$211 <b>\$2,059</b>	\$4,421 <b>\$34,200</b>
TOTAL COS		10	J <del>-</del>	32	77	24	27	170	ΨJ2, 102	ΨZ,039	ψ3-7,200
TOTAL COC											
	Totals	204	240	310	485	238	114	1591	\$295,504	\$18,615	\$314,100

Notes:
1. Hourly rate based on 2016 Fee Schedule
2. Other costs include Project Equipment Communication Expense (PECE) of \$11.7 per DL hour



119 Fox Street ● Lemoore, California 93245 ● (559) 924-6700 ● Fax (559) 924-9003

### **Staff Report**

To:	Lemoore City Council								
From:	lanie Venegas, City Clerk / Human Resources Manager								
Date:	March 16, 2017	Meeting Date: March 21, 2017							
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>							

#### **Reports**

Warrant Register – FY 16-17
 Warrant Register – RDA – FY 16-17
 Warrant Register – FY 16-17
 Warrant Register – FY 16-17
 March 8, 2017

### **Warrant Register 3-3-17**

PEI PAGE NUMBER: 1
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT 1	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 9 /17 03 TOTAL	/03/17	21	SUPPLIES SUPPLIES	52664	5396 OFFICE DEPOT	.00	8.63 8.63	.00	SEALS/ GOLD
TOTAL	CITY N	IANAG:	ER			.00	8.63	.00	

PEI PAGE NUMBER: 2
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

DATE: 03/03/2017 CITY OF LEMOORE
TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

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

ACCOUNT I	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4330 9 /17 03		-	PUBLICATION	S 2670	5425 PTM DOCUMENT	ava	76.15	0.0	W2.BLANK/1099 MISC
			PUBLICATION	_0,0	5425 PIM DOCUMENT	.00	76.15	.00	. ,
TOTAL	FINAN	CE				.00	76.15	.00	

PEI PAGE NUMBER: 3
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

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TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND BUDGET UNIT - 4216 - PLANNING

ACCOUNT DATE T/C ENCUMBR REFER	RENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4310 PROFESSIONAL CONTRACT SVC 9 /17 03/03/17 21 52671 TOTAL PROFESSIONAL CONTRACT SVC	0876 QUAD KNOPF,	, INC.	583.02 583.02	.00 SILVA ESTATES NUM. 10
4320 MEETINGS & DUES 9 /17 03/03/17 21 52645 TOTAL MEETINGS & DUES	2473 JUDY HOLWEI	LL .00	88.81 88.81	.00 REIMBURSEMENT
TOTAL PLANNING		.00	671.83	.00

PEI PAGE NUMBER: 4
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT DATE T/C ENCUMBR	REFERENCE V	ENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /17 03/03/17 21 TOTAL OPERATING SUPPLIES	52634	5866 FASTENAL COMP	ANY .00	422.30 422.30	.00	GLOVES
4310 PROFESSIONAL CONTRAC 9 /17 03/03/17 21 TOTAL PROFESSIONAL CONTRAC	52675	5287 RES COM PEST (	CON .00	38.00 38.00	.00	PEST CONTROL/411 D ST
4340 UTILITIES 9 /17 03/03/17 21 9 /17 03/03/17 21 9 /17 03/03/17 21 9 /17 03/03/17 21 9 /17 03/03/17 21 9 /17 03/03/17 21 9 /17 03/03/17 21 9 /17 03/03/17 21 TOTAL UTILITIES	52687 52687 52687 52687 52687	0423 THE GAS COMPAI 0423 THE GAS COMPAI	47 47 47 47 47 47	126.31 177.40 593.08 44.12 199.01 291.92 753.51 2,185.35	.00 .00 .00 .00	01/17/17-02/15/17 01/17/17-02/15/17 01/17/17-02/15/17 01/17/17-02/15/17 01/17/17-02/15/17 01/19/17-02/17/17 01/19/17-02/17/17
4350 REPAIR/MAINT SERVICE 9 /17 03/03/17 21 7245 -01 TOTAL REPAIR/MAINT SERVICE TOTAL MAINTENANCE DIVISION	52681 S	2450 SIMPLEXGRINNEI	.00	994.00 994.00 3,639.65	-994.00 -994.00	

PEI PAGE NUMBER: 5 PATE: 03/03/2017 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

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

ACCOUNT DATE T/C ENCUM	BR REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLI 9 /17 03/03/17 21 7246 9 /17 03/03/17 21 7246 9 /17 03/03/17 21 TOTAL OPERATING SUPPLI	-01 52620 -02 52620 52672	1255 CHIEF/LIFE EN 1255 CHIEF/LIFE EN 0381 QUILL CORP.	NFOR	1,121.85 162.32 198.37 1,482.54	-324.64	30 MINUTE FLARE NO SPIKE/ SHIPPING KEYBOARD/MOUSE/CARTI
4220U OPERAT SUPPLIES- 9 /17 03/03/17 21 TOTAL OPERAT SUPPLIES-	52685	0430 SUN BADGE CO.		495.41 495.41		REGULAR SUNTONE BADGE
4310 PROFESSIONAL CON 9 /17 03/03/17 21 9 /17 03/03/17 21 9 /17 03/03/17 21 9 /17 03/03/17 21 TOTAL PROFESSIONAL CON	52679 52629 52651 52637	5352 SHRED-IT USA- 3088 JONES TOWING 0772 COUNTY OF KIN 5814 CITY OF HANFO	1GS	157.45 350.00 4,385.86 14,307.45 19,200.76	.00 .00 .00	SHRED-PD NISSAN VERA TECH COMM SVCS/JAN.17 MAR17 DISPATCH SERVIC
4320 MEETINGS & DUES 9 /17 03/03/17 21 9 /17 03/03/17 21 7253 9 /17 03/03/17 21 7253 9 /17 03/03/17 21 7253 TOTAL MEETINGS & DUES	-02 52608	3025 OSCAR LUCIO 6808 4IMPRINT 6808 4IMPRINT 6808 4IMPRINT	.00	137.00 825.00 59.81 89.19 1,111.00	-825.00 -59.81 -89.19	
4340 UTILITIES 9 /17 03/03/17 21 TOTAL UTILITIES	52693	0116 VERIZON WIREI	LESS	1,272.86 1,272.86	.00	01/02/17-02/01/17
4360 TRAINING 9 /17 03/03/17 21 9 /17 03/03/17 21 9 /17 03/03/17 21 8 /17 03/03/17 21 TOTAL TRAINING	52623 52623 52656 52611	6075 CITY OF FRESM 6075 CITY OF FRESM 6218 LUKE TRAN T998 JOSE AMBRIZ		372.00 421.00 86.68 140.00 1,019.68	.00 .00 .00 .00	PERISHABLE SKILL CLAS PERISHABLE SKILL CLAS FUEL TO MCCLELLAN PER DIEM - TRAINING
TOTAL POLICE			.00	24,582.25	-2,420.49	

PEI PAGE NUMBER: 6
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SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

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

ACCOUNT DATE T/C ENCUMBR	REFERENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
- , - : , - :	628 0126 L.N. CURTIS 8	S SO S SO SUP	1,350.00 97.88 125.00 15.04	-101.25 -125.00 .00	5 GAL PAIL FOAM SALES TAX TRANSPORTATION TOWEL-BOX
TOTAL OPERATING SUPPLIES 4310 PROFESSIONAL CONTRACT ST		.00	1,587.92	-1,576.25	
9 /17 03/03/17 21 52/ TOTAL PROFESSIONAL CONTRACT SY	637 5814 CITY OF HANFO VC	ORD .00	10,730.59 10,730.59	.00	MAR17 DISPATCH SERVIC
TOTAL FIRE		.00	12,318.51	-1,576.25	

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SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

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

ACCOUNT DATE T/C ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /17 03/03/17 21 TOTAL OPERATING SUPPLIES	52658	5333 MEDALLION SUE	PPLY .00	488.74 488.74	.00	CLASS G FUSE/TAPE
4230 REPAIR/MAINT SUPPL 9 /17 03/03/17 21 TOTAL REPAIR/MAINT SUPPL	52684	0428 STONEY'S SAND	.00	469.03 469.03	.00	COLD MIX
9 /17 03/03/17 21 7165 -	01 52636 01 52636 01 52636 52666	5758 MARK FERNANDE 5758 MARK FERNANDE 5758 MARK FERNANDE 0363 P G & E	ES	500.00 166.00 49.00 7,585.35 8,300.35	-166.00 -49.00	MAINTENANCE OF LANDSCAPE MAINTENANCE OF LANDSCAPE MAINTENANCE OF LANDSCAPE 01/14/17-02/14/17
4340 UTILITIES 9 /17 03/03/17 21 9 /17 03/03/17 21 TOTAL UTILITIES	52666 52666	0363 P G & E 0363 P G & E	.00	1,033.28 91.52 1,124.80		01/14/17-02/14/17 01/12/17-02/10/17
TOTAL STREETS			.00	10,382.92	-715.00	

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DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

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

ACCOUNT	DATE T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 9 /17 03 TOTAL	OPERATING 3/03/17 21 OPERATING	7169 -01	52663	5548 NSP3	.00	3,254.08 3,254.08	-3,254.08 -3,254.08	CONCRETE BENCHES
TOTAL	PARKS				.00	3,254.08	-3,254.08	

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DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

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SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

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

ACCOUNT DATE T/C ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES						
4220 OPERATING SUPPLIES 8 /17 03/03/17 21	E 2 6 1 0	204E DUDDY/C TDOD	TTEC	170 72	0.0	EINICH DIAOHE W/DDI D
	52618	2045 BUDDY'S TROP		178.72		FINISH PLAQUE W/DBI P
9 /17 03/03/17 21	52624	6150 CLASSIC SOCC		75.78		LA TREK BAGS BLUE
TOTAL OPERATING SUPPLIES			.00	254.50	.00	
4310 PROFESSIONAL CONTRAC	CT SVC					
9 /17 03/03/17 21	52615	T2056 AUDREY LEE		423.50	.00	DDP YOGA-FEB 2017
9 /17 03/03/17 21	52668	T1975 PIUNNO, TON	I	136.50	.00	JAZZERCISE/YOGALTATES
9 /17 03/03/17 21	52613	T1882 ANGEL PICEN	)	650.00	.00	INDOOR SOCCER
9 /17 03/03/17 21	52626	T1444 JOE CORREIA		1,125.00	.00	INDOOR SOCCER
9 /17 03/03/17 21	52641	5962 JASON GLASPI	Ξ	404.35	.00	BOXING-FEB 2017
9 /17 03/03/17 21	52692	6505 VANESSA GONZ	ALEZ	542.50	.00	DRAMA-FEB 2017
8 /17 03/03/17 21	52683	6810 STEPHANIE BI	LLIN	119.00	.00	PEEWEE MUSIC
8 /17 03/03/17 21	52652	T2216 KRISTEN BOW	LING	171.50	.00	TUMBLING-FEB. 2017
8 /17 03/03/17 21	52631	6536 STAN BARRY		189.00	.00	ARCHERY- FEB. 2017
9 /17 03/03/17 21	52660	T2243 MICHELLE ST	EVENS	651.00	.00	ART EXPLOR/PAINT PART
9 /17 03/03/17 21	52682	5235 STATE DISBUR	SEME	86.00	.00	JASON GLASPIE-FEB 17
9 /17 03/03/17 21	52635	T2225 FELLIPE OLI	VEIRA	475.00	.00	INDOOR SOCCER
9 /17 03/03/17 21	52678	T2217 SHANEE RANE	SES	1,264.67	.00	LEMOORE REC DANCE
9 /17 03/03/17 21	52621	6821 CHRISTOPHER	DOWD	224.00	.00	BEGINNER'S BOOT CAMP
9 /17 03/03/17 21	52657	6371 MANUEL VELAR	DE	318.50	.00	KARATE/SELF DEFENSE
TOTAL PROFESSIONAL CONTRAC		• • • • • • • • • • • • • • • • • • • •	.00	6,780.52	.00	
	<del></del>			-,		
TOTAL RECREATION			.00	7,035.02	.00	

PEI PAGE NUMBER: 10 DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310			AL CONTRACT						
9 /17 03	/03/17	21		52648	6135 J & J INVE	ESTIGAT	718.72	.00	BACKGROUND INVESTIGAT
9 /17 03	/03/17	21		52627	0123 CSJVRMA		1,262.00	.00	CRIME SHIELD PROGRAM
TOTAL	PROFES	SSION	AL CONTRACT	T SVC		.00	1,980.72	.00	
4360	TRAIN	_							
9 /17 03	/03/17	21		52645	2473 JUDY HOLWE	CLL	558.74	.00	REIMBURSEMENT
TOTAL	TRAIN	ING				.00	558.74	.00	
TOTAL	HUMAN	RESO	URCES			.00	2,539.46	.00	
TOTAL	GENER!	AL FUI	ND			.00	64,508.50	-8,959.82	

PEI PAGE NUMBER: 11
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

DATE: 03/03/2017 CITY OF LEMOORE TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

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

ACCOUNT DATE T/C ENCUM	BR REFERENCE	: VENDOR BU	DGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLI	ES					
9 /17 03/03/17 21	52665	6120 O'REILLY AUTO PA		12.31	.00	GLASS CLNR/CAR WASH
9 /17 03/03/17 21	52665	6120 O'REILLY AUTO PA		25.11	.00	IDLER PULLEY
9 /17 03/03/17 21	52690	0458 KELLER FORD LINC		124.71	.00	COVER WHEEL
9 /17 03/03/17 21	52644	6146 HANFORD CHRYSLER		101.80	.00	HOSE HEAT
9 /17 03/03/17 21	52686	0634 TERMINAL AIR BRA		75.15	.00	PRESS SWITCH
8 /17 03/03/17 21	52630	6411 BRIDGEPORT MANUF		61.31	.00	JOYSTICK ROCKER SWITC
TOTAL OPERATING SUPPLI	ES		.00	400.39	.00	
4220F OPERATING SUPPLI	בס פוופו.					
	52616	0043 BURROWS & CASTAD		6,738.14	0.0	CARDLOCK STATMENT
TOTAL OPERATING SUPPLI		0015 Boldtows & CASTAD	.00	6,738.14	.00	CARDEOCIC STATMENT
TOTAL OF BIGHTING BOTTER			.00	0,730.11	.00	
4230 REPAIR/MAINT SUP	PLIES					
9 /17 03/03/17 21	52625	5030 COMMERCIAL RADIA		1,363.67		AIR TO AIR CHARGE AIR
9 /17 03/03/17 21	52695	0649 DAVE'S UPHOLSTRY		75.00		REPAIR
9 /17 03/03/17 21	52644	6146 HANFORD CHRYSLER		940.92		NUT HEX/SHIELD
9 /17 03/03/17 21	52650	2671 KELLER MOTORS		148.24		MOLDING
9 /17 03/03/17 21	52690	0458 KELLER FORD LINC		221.59		V-BELT/PULLEY/TENSION
TOTAL REPAIR/MAINT SUP	PLIES		.00	2,749.42	.00	
TOTAL FLEET MAINTENANC	E		.00	9,887.95	.00	
	_			2,007.20		
TOTAL FLEET MAINTENANC	E		.00	9,887.95	.00	

PEI PAGE NUMBER: 12 DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 045 - GOLF COURSE - CITY BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT DATE T/C ENCUMBR REFERENCE	VENDOR BU	DGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000P COST OF REVENUE-PRO SHOP 9 /17 03/03/17 21 52661 9 /17 03/03/17 21 52661 9 /17 03/03/17 21 52661 9 /17 03/03/17 21 52661 9 /17 03/03/17 21 52661 9 /17 03/03/17 21 52610 9 /17 03/03/17 21 7207 -01 52619 9 /17 03/03/17 21 7207 -01 52619 9 /17 03/03/17 21 7207 -01 52619 9 /17 03/03/17 21 52619 9 /17 03/03/17 21 52619 17 03/03/17 21 52619 18 COST OF REVENUE-PRO SHOP	6452 NIKE USA, INC. 6452 NIKE USA, INC. 6452 NIKE USA, INC. 6452 NIKE USA, INC. 6450 TITLEIST 6476 CALLAWAY 6476 CALLAWAY 6476 CALLAWAY		195.69 105.10 43.50 203.67 235.01 1,748.05 1,060.11 356.59 184.07 4,131.79	.00 .00 .00 .00 -1,748.05 -1,060.11 .00	POLO SHIRTS SHIRTS TOUR BLACK NIKE TOUR CLASSIC PERMA-SOFT MENS CADET GOLF EQUIPMENT/BALLS GOLF EQUIPMENT/BALLS GOLF CLUBS GOLF CLUBS
4220K OPERATING SUPPLIES-KITCH 9 /17 03/03/17 21 52622 TOTAL OPERATING SUPPLIES-KITCH	6624 CINTAS	.00	35.00 35.00	.00	KITCHEN SUPPLIES
4220P OPERATING SUPPLIES-PRO SH 9 /17 03/03/17 21 52673 TOTAL OPERATING SUPPLIES-PRO SH	6559 RANGE MART	.00	295.59 295.59	.00	TOKENS
4310 PROFESSIONAL CONTRACT SVC 9 /17 03/03/17 21 52676 TOTAL PROFESSIONAL CONTRACT SVC	6548 RINGER, TOM	.00	6,500.00 6,500.00	.00	MGMNT SVCS- FEB 2017
4340 UTILITIES 8 /17 03/03/17 21 52617 9 /17 03/03/17 21 52687 9 /17 03/03/17 21 52687 TOTAL UTILITIES	6673 BIRCH COMMUNICAT 0423 THE GAS COMPANY 0423 THE GAS COMPANY	.00	50.49 103.25 14.30 168.04		GOLF KITCHEN PHONE 01/12/17-02/10/17GOLF 01/12/17-02/10/17GOLF
4350 REPAIR/MAINT SERVICES 9 /17 03/03/17 21 52674 9 /17 03/03/17 21 52674 9 /17 03/03/17 21 52674 TOTAL REPAIR/MAINT SERVICES	0388 REED ELECTRIC, L 0388 REED ELECTRIC, L 0388 REED ELECTRIC, L		209.45 219.87 246.25 675.57	.00	GOLF COURSE/TAPE GOLF COURSE/SPLICE GOLF COURSE/SPRINKLER
TOTAL GOLF COURSE-CITY		.00	11,805.99	-2,808.16	
TOTAL GOLF COURSE - CITY		.00	11,805.99	-2,808.16	

PEI PAGE NUMBER: 13
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

DATE: 03/03/2017 CITY OF LEMOORE
TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 050 - WATER BUDGET UNIT - 4250 - WATER

REFERENCE VENDOR BUDGET EXPENDITURES ENCUMBRANCES DESCRIPTION ACCOUNT DATE T/C ENCUMBR 4220 OPERATING SUPPLIES 

 4220
 OPERATING SUPPLIES

 9 /17 03/03/17 21
 52639
 6751 FURTADO WELDING
 172.88
 .00 DRILL/DRIVER HAMMER

 9 /17 03/03/17 21
 52639
 6751 FURTADO WELDING
 304.03
 .00 GLOVES/GLASSES

 9 /17 03/03/17 21
 52688
 6058 UNIVAR
 1,543.40
 .00 CHLORINE

 9 /17 03/03/17 21
 52643
 0188 FERGUSON ENTERPR
 289.79
 .00 VALVE

 9 /17 03/03/17 21
 52643
 0188 FERGUSON ENTERPR
 159.16
 .00 GASKET

 TOTAL
 OPERATING SUPPLIES
 .00
 2,469.26
 .00

 4230 REPAIR/MAINT SUPPLIES 9 /17 03/03/17 21 52684 0428 STONEY'S SAND & 130.49 .00 FILL SAND .00 130.49 .00 TOTAL REPAIR/MAINT SUPPLIES 4310 PROFESSIONAL CONTRACT SVC
9 /17 03/03/17 21 7266 -01 52653 6795 LABOR TIME 2,668.80 -2,668.80 3 HC - TEMP LABOR
9 /17 03/03/17 21 52637 5814 CITY OF HANFORD 3,576.86 .00 MAR17 DISPATCH SERVIC
9 /17 03/03/17 21 52646 0227 INGRAM DIGITAL E 1,186.23 .00 WELLFIELD CHLORINATOR
9 /17 03/03/17 21 52646 0227 INGRAM DIGITAL E 1,869.00 .00 SCADA REMOTE RESET PR
9 /17 03/03/17 21 52646 0227 INGRAM DIGITAL E 693.00 .00 REMOTE RESET PROJECT
9 /17 03/03/17 21 52646 0227 INGRAM DIGITAL E 1,741.50 .00 RADIO UPGRADE REQUIRE
9 /17 03/03/17 21 52646 0227 INGRAM DIGITAL E 1,890.00 .00 SCADA REMOTE RESET PR
9 /17 03/03/17 21 7281 -01 52646 0227 INGRAM DIGITAL E 1,890.00 .00 SCADA REMOTE RESET PR
9 /17 03/03/17 21 7281 -01 52691 0460 VALLEY PUMP & DA 8.40 -8.40 E04R04 - CONNECTOR, RING
9 /17 03/03/17 21 7281 -02 52691 0460 VALLEY PUMP & DA 45.00 -45.00 E04TCAM - TAPE, CAMBRIC E
9 /17 03/03/17 21 7281 -03 52691 0460 VALLEY PUMP & DA 3.85 -3.85 E04TPR175 - TAPE, ELECT.
9 /17 03/03/17 21 7281 -04 52691 0460 VALLEY PUMP & DA 1,240.00 -1,240.00 R3M12T - 12T PUMP LABOR
9 /17 03/03/17 21 7281 -05 52691 0460 VALLEY PUMP & DA 4.15 -4.15 SALES TAX

TOTAL PROFESSIONAL CONTRACT SVC .00 14,926.79 -3,970.20 PROFESSIONAL CONTRACT SVC 4340 UTILITIES 52687 0423 THE GAS COMPANY 51.82 52614 6639 AT&T 145.73 .00 197.55 .00 01/19/17-02/17/17 .00 WATER/INTERNET SVC 9 /17 03/03/17 21 8 /17 03/03/17 21 TOTAL UTILITIES . 0.0 4350 REPAIR/MAINT SERVICES
9 /17 03/03/17 21 52638 5372 FRANCHISE TAX BO 623.00 .00 GARNISHMENT
9 /17 03/03/17 21 52638 5372 FRANCHISE TAX BO 395.41 .00 GARNISHMENT
9 /17 03/03/17 21 52638 5372 FRANCHISE TAX BO 231.00 .00 GARNISHMENT
9 /17 03/03/17 21 52638 5372 FRANCHISE TAX BO 580.50 .00 GARNISHMENT
9 /17 03/03/17 21 52638 5372 FRANCHISE TAX BO 580.50 .00 GARNISHMENT
9 /17 03/03/17 21 52638 5372 FRANCHISE TAX BO 630.00 .00 GARNISHMENT
TOTAL REPAIR/MAINT SERVICES .00 2,459.91 .00 REPAIR/MAINT SERVICES 20,184.00 -3,970.20 TOTAL WATER .00 .00 20,184.00 -3,970.20 TOTAL WATER

PEI PAGE NUMBER: 14
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

DATE: 03/03/2017 CITY OF LEMOORE
TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 056 - REFUSE

BUDGET UNIT - 4256 - REFUSE

ACCOUNT DATE	T/C ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /17 03/03/	RATING SUPPLIES 17 21 RATING SUPPLIES	52662	1889 NORTHERN SAFET	.00	38.28 38.28	.00	SMOKE LENS
9 /17 03/03/	FESSIONAL CONTRACT 17 21 FESSIONAL CONTRACT	52637	5814 CITY OF HANFOR	.00	3,576.86 3,576.86	.00	MAR17 DISPATCH SERVIC
TOTAL REF	USE			.00	3,615.14	.00	
TOTAL REF	USE			.00	3,615.14	.00	

PEI PAGE NUMBER: 15 DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

DATE: 03/03/2017 CITY OF LEMOORE TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 060 - SEWER& STROM WTR DRAINAGE

BUDGET UNIT - 4260 - SEWER

ACCOUNT DATE T/C ENCUMBR REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES					
9 /17 03/03/17 21 52642	0521 GRAINGER		284.40	.00	SUMP PUMP
8 /17 03/03/17 21 52612	6310 AMERIGAS		786.56	.00	SEWER PLANT-TRAPWAGON
9 /17 03/03/17 21 52680	2072 SIERRA CHEMIC	AL	-6,000.00	.00	DEPOSIT REFUND
9 /17 03/03/17 21 52680	2072 SIERRA CHEMIC	AL	3,493.64	.00	CHLORINE/DEPOSIT
9 /17 03/03/17 21 52680	2072 SIERRA CHEMIC	AL	3,493.64	.00	CHLORINE/DEPOSIT
9 /17 03/03/17 21 52680	2072 SIERRA CHEMIC	AL	3,493.64	.00	CHLORINE/DEPOSIT
9 /17 03/03/17 21 7278 -01 52689	2038 USA BLUEBOOK		1,980.46	-1,980.46	43749A - BARNES 3SE2044L
9 /17 03/03/17 21 7278 -03 52689	2038 USA BLUEBOOK		688.58	-502.37	FREIGHT
TOTAL OPERATING SUPPLIES		.00	8,220.92	-2,482.83	
4310 PROFESSIONAL CONTRACT SVC					
9 /17 03/03/17 21 52667	T1586 JOSE PEREZ		100.00	.00	REIMBURSEMENT
9 /17 03/03/17 21 7267 -01 52653	6795 LABOR TIME		667.20		1 HC - TEMP LABOR
9 /17 03/03/17 21 52637	5814 CITY OF HANFO	RD	3,576.87		MAR17 DISPATCH SERVIC
TOTAL PROFESSIONAL CONTRACT SVC		.00	4,344.07	-667.20	
4340 UTILITIES					
8 /17 03/03/17 21 52612	6310 AMERIGAS		535.06	.00	SEWER PLANT
TOTAL UTILITIES	0310 1112112012	.00	535.06	.00	
TOTAL SEWER		.00	13,100.05	-3,150.03	
TOTAL SEWER& STROM WTR DRAINAGE		.00	13,100.05	-3,150.03	

PEI PAGE NUMBER: 16
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

DATE: 03/03/2017 CITY OF LEMOORE TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 078 - LLMD/PFMD

BUDGET UNIT - 4800 - LLMD-UNALLOCATED

ACCOUNT I	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310	PROFES	SSIONA	L CONTRACT	SVC					
9 /17 03/	/03/17	21		52694	6694 WILLDAN	FINANCIA	900.00	.00	PROFESSIONAL SVCS
9 /17 03	/03/17	21		52694	6694 WILLDAN	FINANCIA	1,267.50	.00	PROFESSIONAL SVCS
TOTAL	PROFES	SSIONA	L CONTRACT	SVC		.00	2,167.50	.00	
TOTAL	LLMD-U	JNALLO	CATED			.00	2,167.50	.00	

PEI PAGE NUMBER: 17
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

DATE: 03/03/2017 CITY OF LEMOORE TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 078 - LLMD/PFMD

BUDGET UNIT - 4815 - PFMD NOT ALLOCATED

ACCOUNT	DATE T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION	
	/03/17 21 /03/17 21	NAL CONTRACT	52694 52694	6694 WILLDAN 6694 WILLDAN		1,267.50 900.00 2,167.50		PROFESSIONAL SVCS PROFESSIONAL SVCS	
TOTAL	PFMD NOT A	ALLOCATED			.00	2,167.50	.00		
TOTAL	LLMD/PFMD				.00	4,335.00	.00		

PEI PAGE NUMBER: 18
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

DATE: 03/03/2017 CITY OF LEMOORE TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 247 - CITYWIDE CIP FUND

BUDGET UNIT - 9102 - PAVILION KINGS LIONS PARK

ACCOUNT D	ATE T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
		AL CONTRACT		0076 0007		15 501 05		
9 /17 03/ TOTAL	/	AL CONTRACT	52671 SVC	0876 QUAD KNOPF,	.00	15,531.97 15,531.97	.00	PAVILION KINGS LION P
TOTAL	PAVILION KI	INGS LIONS P	PARK		.00	15,531.97	.00	

PEI PAGE NUMBER: 19
DATE: 03/03/2017 CITY OF LEMOORE AUDIT11

DATE: 03/03/2017 CITY OF LEMOORE TIME: 11:52:45 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.fund between '001' and '247' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 247 - CITYWIDE CIP FUND

BUDGET UNIT - 9903 - MASTER USER FEE SCHEDULE

ACCOUNT	DATE T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 9 /17 03 TOTAL	/03/17 21	AL CONTRACT 5 AL CONTRACT	2647	6691 INTERSTATE GA	AS S	2,866.08 2,866.08	.00	JAN MASTER FEE STUDY
TOTAL	MASTER USE	R FEE SCHEDU	JLE		.00	2,866.08	.00	
TOTAL	CITYWIDE C	IP FUND			.00	18,398.05	.00	
TOTAL RE	PORT				.00	145,834.68	-18,888.21	

PEI PAGE NUMBER: 1
DATE: 03/03/2017 CITY OF LEMOORE AUDIT311

DATE: 03/03/2017 CITY OF LEMOORE
TIME: 11:54:52 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

ACCOUNT	DATE T/C REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
9 /17 9 /17	ACCOUNTS PAYABLE 7 03/03/17 21 52669 7 03/03/17 21 52669 7 03/03/17 21 52669 7 03/03/17 21 52609 ACCOUNTS PAYABLE	5829 JONES BOYS LLC 5829 JONES BOYS LLC 5829 JONES BOYS LLC 2914 AAA QUALITY SERVICES	.00	51.48 204.85 120.12 89.87 466.32	WITNESS FOR FITNESS W EMBROIDER CUSTOMER POTTY RENTAL
9 /17 9 /17	RECREATION IN/OUT 7 03/03/17 21 52669 7 03/03/17 21 52669 7 03/03/17 21 52669 7 03/03/17 21 52609 RECREATION IN/OUT	5829 JONES BOYS LLC 5829 JONES BOYS LLC 5829 JONES BOYS LLC 2914 AAA QUALITY SERVICES	51.48 204.85 120.12 89.87 466.32	.00	EMBROIDER CUSTOMER WITNESS FOR FITNESS W EMBROIDER CUSTOMER POTTY RENTAL
TOTAL	GENERAL FUND		466.32	466.32	

PEI PAGE NUMBER: 2
DATE: 03/03/2017 CITY OF LEMOORE AUDIT311

DATE: 03/03/2017 CITY OF LEMOORE
TIME: 11:54:52 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 090 - TRUST & AGENCY

ACCOUNT	DATE T/C	REFERENCE	VENDOR/PAYER	DEBIT	CREDIT	DESCRIPTION
2020 9 /17 TOTAL	ACCOUNTS PAYA 03/03/17 21 ACCOUNTS PAYA	52649	6788 KART	.00	70.00 70.00	CASH CARD
2313 9 /17 TOTAL	KART 03/03/17 21 KART	52649	6788 KART	70.00 70.00	.00	CASH CARD
TOTAL	TRUST & AGENC	Y		70.00	70.00	
TOTAL RE	PORT			536.32	536.32	

PAGE NUMBER: 1
DATE: 03/03/2017 CITY OF LEMOORE AUDIT31

DATE: 03/03/2017 CITY OF LEMOORE
TIME: 11:53:55 REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.account between '3000' and '3999' and transact.batch='VM030317'

ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT	DATE	T/C RECEIVE	REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES	DESCRIPTION
9 /17 0	BUILDING 03/03/17 BUILDING	21 0	52659	T2262 MGS CONSTRUCT	ION .00	-44.54 -44.54	.00	REIMBURSEMENT-PERMIT
9 /17 0 9 /17 0 9 /17 0 9 /17 0	RECREATIO 03/03/17 03/03/17 03/03/17 03/03/17 RECREATIO	21 0 21 0 21 0 21 0	52633 52677 52632 52640	T2261 DUANE CUNHA T2258 SCOTT YOUNG T2259 DEAN LAHODNEY T2260 GAIL MERCURIO		-50.00 -90.00 -35.00 -375.00 -550.00	.00	REFUND-INDOOR SOCCER REFUND- GUITAR REFUND-PHOTOGRAPHY REFUND-ADULT MEN'S SO
TOTAL G	SENERAL E	FUND			.00	-594.54	.00	
TOTAL G	SENERAL E	FUND			.00	-594.54	.00	
TOTAL REPO	ORT				.00	-594.54	.00	

## **RDA Warrant Register 3-8-17**

PEI PAGE NUMBER: 1
DATE: 03/08/2017 CITY OF LEMOORE AUDIT11

DATE: 03/08/2017 CITY OF LEMOORE TIME: 16:50:23 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.batch='RDA31017'

ACCOUNTING PERIOD: 9/17

FUND - 155 - HOUSING AUTHORITY FUND

BUDGET UNIT - 4953 - HOUSING AUTHORITY FUNDS

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	
4310 9 /17 0 TOTAL	3/08/17	21	L CONTRACT 2 L CONTRACT	532	0255 COUNTY OF KI	NGS	13,734.87 13,734.87	.00 PAST DUE TAXES/61:	3 FO
TOTAL	HOUSIN	G AUTI	HORITY FUND	S		.00	13,734.87	.00	
TOTAL	HOUSIN	G AUTI	HORITY FUND			.00	13,734.87	.00	
TOTAL R	REPORT					.00	13,734.87	.00	

## **Warrant Register 3-8-17**

PEI PAGE NUMBER: 1
DATE: 03/08/2017 CITY OF LEMOORE AUDIT11

TIME: 16:43:42 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017'

ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

BUDGET UNIT - 4213 - CITY MANAGER

ACCOUNT DATE	T/C ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /17 03/08/1 9 /17 03/08/1		52717 52717	5516 AT&T 5516 AT&T	.00	34.13 126.66 160.79		393-103-4005 939-106-4009
9 /17 03/08/1	CALS & LEASES .7 21 CALS & LEASES	52727	5977 GREATAMERICA	FIN	1,294.95 1,294.95	.00	COPIER/PRINTER
TOTAL CITY	MANAGER			.00	1,455.74	.00	

DATE: 03/08/2017 CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS TIME: 16:43:42

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017' ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

BUDGET UNIT - 4214 - CITY CLERK'S OFFICE

ACCOUNT I	DATE	T/C	ENCUMBR	REFERENCE	VENDOR			BUDO	SET	EXPEND	ITURES	ENCUMBRANCES	DESCRIPTION
4330 9 /17 03,		-	PUBLICATIONS 52	S 2739	6080 L	EE (	CENTRAL	CALI			487.80	.00	ORDINANCE
TOTAL	PRINT	ING &	PUBLICATIONS	S					. 00		487.80	.00	
TOTAL	CITY (	CLERK '	'S OFFICE						. 00		487.80	.00	

DATE: 03/08/2017 CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS TIME: 16:43:42

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017' ACCOUNTING PERIOD: 9/17

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

ACCOUNT DATE T/C ENC	UMBR REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPP	LIES					
9 /17 03/08/17 21	52744	5396 OFFICE DEPOT		31.00	.00	INDEXS/BINDERS
9 /17 03/08/17 21 7221	-01 52745	6794 OFFICE RELIE	F, I	1,786.42	-1,786.42	OFFICE MASTER AFFIRM HIGH
9 /17 03/08/17 21 7221	-02 52745	6794 OFFICE RELIE	F, I	157.50	-157.50	SHIPPING & HANDLING
9 /17 03/08/17 21 7221	-03 52745	6794 OFFICE RELIE	F, I	145.79	-145.79	SALES TAX
TOTAL OPERATING SUPP	LIES		.00	2,120.71	-2,089.71	
4340 UTILITIES						
9 /17 03/08/17 21	52717	5516 AT&T		21.34	.00	393-103-4005
TOTAL UTILITIES			.00	21.34	.00	
4380 RENTALS & LEAS	ES					
9 /17 03/08/17 21	52727	5977 GREATAMERICA	FIN	605.54	.00	COPIER/PRINTER
TOTAL RENTALS & LEAS	ES		.00	605.54	.00	
TOTAL FINANCE			.00	2,747.59	-2,089.71	

DATE: 03/08/2017 CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS TIME: 16:43:42

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017' ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND BUDGET UNIT - 4216 - PLANNING

ACCOUNT DATE T/C ENCUM	BR REFERENCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION
4220 OPERATING SUPPLI 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL OPERATING SUPPLI	52749 5829 JONES BO 52749 5829 JONES BO		32.18 32.18 64.36	.00 NEW PLEXIGLASS SIGNS .00 STEET SIGN FOR MONTRE .00
TOTAL PLANNING		.00	64.36	.00

DATE: 03/08/2017 CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS TIME: 16:43:42

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017' ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

BUDGET UNIT - 4220 - MAINTENANCE DIVISION

ACCOUNT DATE T/C ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL OPERATING SUPPLIES	52721 52721	5866 FASTENAL CO 5866 FASTENAL CO		173.37 236.45 409.82		1/4 UNIVACPLR1/4PSMF 3/8X50' 300PSI HS RI
4340 UTILITIES 9 /17 03/08/17 21 TOTAL UTILITIES	52717	5516 AT&T	.00	2.95 2.95	.00	939-103-4007
4380 RENTALS & LEASES 9 /17 03/08/17 21 TOTAL RENTALS & LEASES	52727	5977 GREATAMERIC	A FIN	9.39 9.39	.00	COPIER/PRINTER
TOTAL MAINTENANCE DIVISION	ſ		.00	422.16	.00	

PAGE NUMBER: DATE: 03/08/2017 CITY OF LEMOORE AUDIT11

## EXPENDITURE TRANSACTION ANALYSIS TIME: 16:43:42

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017' ACCOUNTING PERIOD: 9/17

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

ACCOUNT DATE T/C ENCUMBR REFER	ENCE VENDOR BUI	DGET EXPEND	ITURES ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /17 03/08/17 21 52736 9 /17 03/08/17 21 7255 -01 52732 9 /17 03/08/17 21 7255 -02 52732 9 /17 03/08/17 21 7255 -03 52732 TOTAL OPERATING SUPPLIES	2891 KINGS COUNTY ASS 2738 INTOXIMETERS 2738 INTOXIMETERS 2738 INTOXIMETERS		980.00 -980.00 71.05 -71.05	UPDATED MAPS ALCO SENSOR FST SET: INLC SALES TAX SHIPPING
4220U OPERAT SUPPLIES- UNIFORMS 9 /17 03/08/17 21 52755 TOTAL OPERAT SUPPLIES- UNIFORMS	0430 SUN BADGE CO.	.00	77.65 .00 77.65 .00	CHAPLAIN
4310 PROFESSIONAL CONTRACT SVC 9 /17 03/08/17 21 52743 TOTAL PROFESSIONAL CONTRACT SVC	1054 MOTOROLA	.00	59.00 .00 59.00 .00	03/01/17-03/31/17
4320 MEETINGS & DUES 9 /17 03/08/17 21 52722 TOTAL MEETINGS & DUES	T523 RAYMOND FRATUS	.00	7.18 .00 7.18 .00	REIMBURSEMENT
4340 UTILITIES 9 /17 03/08/17 21 52717 9 /17 03/08/17 21 52717 9 /17 03/08/17 21 52717 9 /17 03/08/17 21 52759 TOTAL UTILITIES	5516 AT&T 5516 AT&T 5516 AT&T 0116 VERIZON WIRELESS	1,	331.72 .00 21.93 .00	939-103-3999 939-103-4008 939-103-4003 01/17/17-02/16/17
4360 TRAINING 9 /17 03/08/17 21 52733 9 /17 03/08/17 21 52733 9 /17 03/08/17 21 52734 9 /17 03/08/17 21 52734 9 /17 03/08/17 21 52754 TOTAL TRAINING	6348 JONATHAN GILES 6348 JONATHAN GILES T667 MICHAEL KENDALL T667 MICHAEL KENDALL T2240 STEVEN MCPHERSON		70.00 .00 70.00 .00 70.00 .00	PER DIEM- TRAINING-20 PER DIEM- TRAINING-20 PER DIEM-TRAINING-27 PER DIEM-TRAINING-27 PER DIEM-TRAINING
4380 RENTALS & LEASES 9 /17 03/08/17 21 52758 TOTAL RENTALS & LEASES	5842 U.S. BANCORP EQ		785.65 .00 785.65 .00	PD COPIER
TOTAL POLICE		.00 4,	406.43 -1,083.55	

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

ACCOUNT DATE T/C ENCUMBR	REFERENCE '	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /17 03/08/17 21 TOTAL OPERATING SUPPLIES	52736	2891 KINGS COUNTY A	ASS	50.00 50.00	.00	UPDATED MAPS
4320 MEETINGS & DUES 9 /17 03/08/17 21 TOTAL MEETINGS & DUES	52717	5516 AT&T	.00	95.74 95.74	.00	939-103-4001
4340 UTILITIES 9 /17 03/08/17 21 TOTAL UTILITIES	52759	0116 VERIZON WIREL	ESS .00	190.05 190.05	.00	01/24/17-02/23/17
4380 RENTALS & LEASES 9 /17 03/08/17 21 TOTAL RENTALS & LEASES	52727	5977 GREATAMERICA 1	FIN	13.94 13.94	.00	COPIER/PRINTER
TOTAL FIRE			.00	349.73	.00	

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FUND - 001 - GENERAL FUND

BUDGET UNIT - 4224 - BUILDING INSPECTION

ACCOUNT DATE T/C	ENCUMBR REFERE	NCE VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSION 9 /17 03/08/17 21 7 9 /17 03/08/17 21 7	260	6713 INTERWES' 6713 INTERWES' 6713 INTERWES' 6713 INTERWES' 6713 INTERWES'	T CONSUL T CONSUL T CONSUL T CONSUL	164.78 1,124.91 2,100.00 1,230.00 1,680.00 600.00	-1,124.91 -2,100.00 -1,230.00 -1,680.00	PROFESSIONAL CONTRACT SER
	260 -01 52731	6713 INTERWES' 6713 INTERWES' 6713 INTERWES'	T CONSUL	304.08 180.00 360.00 7,743.77	-180.00	PROFESSIONAL CONTRACT SER PROFESSIONAL CONTRACT SER PROFESSIONAL CONTRACT SER
4340 UTILITIES 9 /17 03/08/17 21 TOTAL UTILITIES	52717	5516 AT&T	.00	2.95 2.95	.00	939-103-4007
4380 RENTALS & 9 /17 03/08/17 21 TOTAL RENTALS &	52727	5977 GREATAME	RICA FIN	322.57 322.57	.00	COPIER/PRINTER
TOTAL BUILDING I	NSPECTION		.00	8,069.29	-7,743.77	

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

ACCOUNT DATE T/C EN	CUMBR REFERENC	E VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 PROFESSIONAL 9 /17 03/08/17 21 TOTAL PROFESSIONAL 9	52752	6768 SALEM F	ENGINEERIN	670.00 670.00	.00	COMPACTION
4340 UTILITIES 9 /17 03/08/17 21 TOTAL UTILITIES	52717	5516 AT&T	.00	3.93 3.93	.00	939-103-4007
4380 RENTALS & LEA 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL RENTALS & LEA	52727 52727		MERICA FIN MERICA FIN .00	412.49 288.86 701.35		COPIER/PRINTER COPIER/PRINTER
TOTAL PUBLIC WORKS			.00	1,375.28	.00	

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

ACCOUNT	DATE T	/C ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
. ,	UTILITI 3/08/17 2 3/08/17 2 UTILITI	1	52746 52746	0363 P G & E 0363 P G & E	.00	119.85 315.78 435.63		01/22/17-02/22/17 01/22/17-02/22/17
4360 9 /17 0 TOTAL	TRAININ 3/08/17 2 TRAININ	1	52740	6789 LINDA BEYERSD	OORF .00	314.92 314.92	.00	PER DIEM- TRAINING
4380 9 /17 0 TOTAL	3/08/17 2	& LEASES 1 & LEASES	52727	5977 GREATAMERICA	FIN .00	1.41 1.41	.00	COPIER/PRINTER
TOTAL	STREETS				.00	751.96	.00	

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

ACCOUNT D	DATE T/	C ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /17 03/	08/17 21	AINT SERVICES 7127 -01 5 AINT SERVICES	52751	0388 REED ELECTRIC	, L .00	1,126.82 1,126.82	-1,126.82 -1,126.82	VARIOUS ELECTRICAL REPAIR
TOTAL	PARKS				.00	1,126.82	-1,126.82	

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ACCOUNTING PERIOD: 9/17

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

ACCOUNT DATE T/C ENCUMBR	REFERENCE	VENDOR BUI	DGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /17 03/08/17 21 TOTAL OPERATING SUPPLIES	52741	6696 LIVE SCAN FRESNO	.00	520.00 520.00	.00	FINGERPRINT ROLLING F
4310 PROFESSIONAL CONTRACT 9 /17 03/08/17 21 TOTAL PROFESSIONAL CONTRACT	52742	0333 MIKE E. MATHIS	.00	236.25 236.25	.00	CMC EVENING ATTENDANT
4320 MEETINGS & DUES 9 /17 03/08/17 21 TOTAL MEETINGS & DUES	52753	6822 SHEILA TAYLOR	.00	112.35 112.35	.00	REIMBURSEMENT
4380 RENTALS & LEASES 9 /17 03/08/17 21 TOTAL RENTALS & LEASES	52727	5977 GREATAMERICA FIN	.00	1,095.07 1,095.07	.00	COPIER/PRINTER
TOTAL RECREATION			.00	1,963.67	.00	

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ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

BUDGET UNIT - 4297 - HUMAN RESOURCES

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4310 9 /17 03 9 /17 03 TOTAL	/08/17 /08/17	21 21	AL CONTRAC	52720 52719		MPLOYEE RELATIO ICHARD A BLAK,	135.60 375.00 510.60		PRE-EMPLOYMENT BCKG POST PRE-EMPOLYMENT
4360 9 /17 03 TOTAL	TRAIN 708/17 TRAIN	21		52729	2473 ј	UDY HOLWELL .00	422.17 422.17	.00	REIMBURSEMENT
TOTAL	HUMAN	RESO	URCES			.00	932.77	.00	
TOTAL	GENER.	AL FU	ND			.00	24,153.60	-12,043.85	

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

ACCOUNT DATE T/C	ENCUMBR REFERENC	E VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /17 03/08/17 21	INT SUPPLIES 52718 INT SUPPLIES	1908 BATTERY	SYSTEMS .00	213.58 213.58	.00	BATTERY
4340 UTILITIES 9 /17 03/08/17 21 TOTAL UTILITIES	52717	5516 AT&T	.00	2.47 2.47	.00	939-103-4007
4380 RENTALS & 9 /17 03/08/17 21 TOTAL RENTALS &	52727	5977 GREATAM	ERICA FIN	9.39 9.39	.00	COPIER/PRINTER
TOTAL FLEET MAIN	TENANCE		.00	225.44	.00	
TOTAL FLEET MAIN	TENANCE		.00	225.44	.00	

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FUND - 045 - GOLF COURSE - CITY BUDGET UNIT - 4245 - GOLF COURSE-CITY

ACCOUNT DATE T/C ENCUMBR	REFERENCE	VENDOR BU	DGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4000K COST OF REVENUE-KITC 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL COST OF REVENUE-KITC	52756 52756		.00	322.91 205.59 528.50	.00	FOOD SUPPLIES FOOD SUPPLIES
4000P COST OF REVENUE-PRO 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL COST OF REVENUE-PRO	52760 52725	6472 WEST COAST TREND 6453 GLOBAL TOUR GOLF	.00	67.66 179.41 247.07	.00	IRON COVERS GOLF GRIPS
4220F OPERATING SUPPLIES F 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL OPERATING SUPPLIES F	52724 52724	6445 GARY V. BURROWS, 6445 GARY V. BURROWS,	.00	537.48 522.23 1,059.71	.00	UNLEADED GASOLINE DYED DIESEL
4220M OPERATING SUPPLIES M 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL OPERATING SUPPLIES M	52721 52761 52761 52735	5866 FASTENAL COMPANY 6206 WILBUR-ELLIS COM 6206 WILBUR-ELLIS COM 6475 KERN TURF SUPPLY		143.36	.00 .00 .00	CAUTION/TAPE DYE, GREEN LAWNGER DYE, GREEN LAWNGER REPAIRED ALL FUNCTION
9 /17 03/08/17 21	52747	T1885 THOMAS RINGER T1885 THOMAS RINGER T1885 THOMAS RINGER		238.00	.00	EMPLOYEE PAYROLL EMPLOYEE TAXES MARK FRANTZ CPA
4340 UTILITIES 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL UTILITIES	52717 52717 52717	5516 AT&T 5516 AT&T 5516 AT&T	.00	17.76 22.04 103.56 143.36	.00 .00 .00	939-103-4004 939-103-4002 939-103-4006
TOTAL GOLF COURSE-CITY			.00	14,265.48	.00	
TOTAL GOLF COURSE - CITY			.00	14,265.48	.00	

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FUND - 050 - WATER BUDGET UNIT - 4250 - WATER

ACCOUNT DATE T/C	ENCUMBR REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES DESCRIPTION	
4220 OPERATING ST 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL OPERATING ST	52748 52757 52757	0370 PHIL'S LOCKS 6058 UNIVAR 6058 UNIVAR	.00	15.02 1,233.83 1,402.30 2,651.15	.00 KEYS .00 CHLORINE .00 CHLORINE .00	
9 /17 03/08/17 21 720 9 /17 03/08/17 21 720		6795 LABOR TIME 6795 LABOR TIME	.00	1,901.52 1,601.28 3,502.80	-1,901.52 3 HC - TEMP L -1,601.28 3 HC - TEMP L -3,502.80	
4340 UTILITIES 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 70TAL UTILITIES	52717 52717 52717 52717 52746 52746	5516 AT&T 5516 AT&T 5516 AT&T 0363 P G & E 0363 P G & E	.00	100.14 19.76 3.44 35,900.79 19.06 36,043.19	.00 939-103-4000 .00 939-103-4011 .00 939-103-4007 .00 01/07/17-02/1 .00 01/18/17-02/1	
4380 RENTALS & LI 9 /17 03/08/17 21 TOTAL RENTALS & LI TOTAL WATER	52727	5977 GREATAMERICA	A FIN .00	260.81 260.81 42,457.95	.00 COPIER/PRINTE .00	R

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FUND - 050 - WATER

BUDGET UNIT - 4251 - UTILITY OFFICE

ACCOUNT DATE T/C ENCUME	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /17 03/08/17 21 7221	52744 -01 52745 -02 52745 -03 52745	5396 OFFICE DEPOT 6794 OFFICE RELIEF 6794 OFFICE RELIEF 6794 OFFICE RELIEF	F, I	5.94 1,786.42 157.50 145.79 2,095.65	-1,786.42 -157.50	PREM FASTENER OFFICE MASTER AFFIRM HIGH SHIPPING & HANDLING SALES TAX
4340 UTILITIES 9 /17 03/08/17 21 TOTAL UTILITIES	52717	5516 AT&T	.00	15.65 15.65	.00	393-103-4005
4380 RENTALS & LEASES 9 /17 03/08/17 21 TOTAL RENTALS & LEASES	52727	5977 GREATAMERICA	FIN .00	417.41 417.41	.00	COPIER/PRINTER
TOTAL UTILITY OFFICE			.00	2,528.71	-2,089.71	
TOTAL WATER			.00	44,986.66	-5,592.51	

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FUND - 056 - REFUSE BUDGET UNIT - 4256 - REFUSE

ACCOUNT DATE T/C ENCUMBR REFERENCE	VENDOR BI	UDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4230 REPAIR/MAINT SUPPLIES 9 /17 03/08/17 21 52723 TOTAL REPAIR/MAINT SUPPLIES	6751 FURTADO WELDING	.00	371.92 371.92	.00	NOZZLE THREAD/GRIND W
	6724 84 RECYCLING 0234 KINGS WASTE AND	.00	100.00 81,415.37 81,515.37	-81,415.37	APPLICATION BIN TRUCK MONTHLY TIPPING FEE TO KW
4330 PRINTING & PUBLICATIONS 9 /17 03/08/17 21 7236 -01 52730 9 /17 03/08/17 21 7236 -02 52730 9 /17 03/08/17 21 7236 -03 52730 TOTAL PRINTING & PUBLICATIONS	5546 INFOSEND 5546 INFOSEND 5546 INFOSEND	.00	4,556.00 552.71 353.09 5,461.80	-544.00 -366.11	20 MIL MAGNET STOCK 8X3.5 INSERT WITH STATEMENT SALES TAX
4340 UTILITIES 9 /17 03/08/17 21 52717 TOTAL UTILITIES	5516 AT&T	.00	1.96 1.96	.00	939-103-4007
4380 RENTALS & LEASES 9 /17 03/08/17 21 52727 TOTAL RENTALS & LEASES	5977 GREATAMERICA FI	N .00	9.97 9.97	.00	COPIER/PRINTER
TOTAL REFUSE		.00	87,361.02	-86,901.88	
TOTAL REFUSE		.00	87,361.02	-86,901.88	

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FUND - 060 - SEWER& STROM WTR DRAINAGE

BUDGET UNIT - 4260 - SEWER

ACCOUNT DATE T/C ENCUMBR	REFERENCE VEN	NDOR BUI	DGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4220 OPERATING SUPPLIES 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL OPERATING SUPPLIES	52723 67 52728 02	751 FURTADO WELDING 751 FURTADO WELDING 205 HELENA CHEMICAL 205 HELENA CHEMICAL	.00	23.57 11.79 268.13 235.95 539.44		RAINCOATS RAINCOAT GAIGAN 2E ROUNDUP POWERMAX
4230 REPAIR/MAINT SUPPLIE 9 /17 03/08/17 21 TOTAL REPAIR/MAINT SUPPLIE	52726 05	521 GRAINGER	.00	162.27 162.27	.00	OVRLOAD RELY
4310 PROFESSIONAL CONTRAC 9 /17 03/08/17 21 7267 -01 9 /17 03/08/17 21 7267 -01 TOTAL PROFESSIONAL CONTRAC	52738 67 52738 67	795 LABOR TIME 795 LABOR TIME	.00	533.76 667.20 1,200.96	-667.20	1 HC - TEMP LABOR 1 HC - TEMP LABOR
4340 UTILITIES 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 9 /17 03/08/17 21 TOTAL UTILITIES	52717 55 52717 55	200 AT&T 516 AT&T 516 AT&T 363 P G & E	.00	32.93 19.66 1.96 11,421.18 11,475.73	.00	939-105-2729 939-103-4010 939-103-4007 01/19/17-02/16/17
4350 REPAIR/MAINT SERVICE 9 /17 03/08/17 21 TOTAL REPAIR/MAINT SERVICE	52714 67	707 AFFORDABLE WATER	.00	900.00 900.00	.00	REPLACEMETN OF SEWER
4380 RENTALS & LEASES 9 /17 03/08/17 21 TOTAL RENTALS & LEASES	52727 59	977 GREATAMERICA FIN	.00	48.56 48.56	.00	COPIER/PRINTER
TOTAL SEWER			.00	14,326.96	-1,200.96	
TOTAL SEWER& STROM WTR DRA	INAGE		.00	14,326.96	-1,200.96	

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FUND - 078 - LLMD/PFMD

BUDGET UNIT - 4801 - LLMD ZONE 1 WESTFIELD

ACCOUNT DATE	T/C ENCUMBR	REFERENC	E VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340 UTILIS 9 /17 03/08/17		52746	0363 P.G.& E		10.51	0.0	01/21/17-02/21/17
9 /17 03/08/17 9 /17 03/08/17		52746	0363 P G & E		10.51		01/21/17-02/21/17
9 /17 03/08/17 9 /17 03/08/17		52746 52746	0363 P G & E 0363 P G & E		10.51 10.51		01/21/17-02/21/17 01/21/17-02/21/17
9 /17 03/08/17	21	52746	0363 P G & E		10.51	.00	01/21/17-02/21/17
9 /17 03/08/17 9 /17 03/08/17		52746 52746	0363 P G & E 0363 P G & E		10.51 10.51		01/21/17-02/21/17 01/21/17-02/21/17
TOTAL UTILI				.00	73.57	.00	,,,,,,
TOTAL LLMD	ZONE 1 WESTFIE	LD		.00	73.57	.00	

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FUND - 078 - LLMD/PFMD BUDGET UNIT - 4803 - LLMD ZONE3 SILVA ESTATES

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340 9 /17 0 9 /17 0 9 /17 0 9 /17 0 9 /17 0 TOTAL	3/08/17 3/08/17 3/08/17	21 21 21 21 21		52746 52746 52746 52746 52746 52746	0363 P G & E 0363 P G & E 0363 P G & E 0363 P G & E 0363 P G & E	.00	10.51 10.51 10.51 10.51 10.51 52.55	.00 .00 .00	01/21/17-02/21/17 01/21/17-02/21/17 01/21/17-02/21/17 01/21/17-02/21/17 01/21/17-02/21/17
TOTAL	LLMD	ZONE3	SILVA ES	TATES		.00	52.55	.00	

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FUND - 078 - LLMD/PFMD

BUDGET UNIT - 4810 - LLMD ZONE 10 AVALON

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340 9 /17 03	UTILI 3/08/17			52746	0363 P G & E		10.51	.00	01/21/17-02/21/17
9 /17 03 TOTAL	3/08/17 UTILI			52746	0363 P G & E	.00	10.51 21.02	.00	01/21/17-02/21/17
TOTAL	LLMD	ZONE I	10 AVALON			.00	21.02	.00	

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SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017' ACCOUNTING PERIOD: 9/17

FUND - 078 - LLMD/PFMD

BUDGET UNIT - 4812 - LLMD ZONE 12 SUMMERWIND

ACCOUNT	DATE	T/C	ENCUMBR	REFERENC	E VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340	UTILI	TIES							
9 /17 0	3/08/17	21		52746	0363 P G & E		10.51	.00	01/21/17-02/21/17
9 /17 0	3/08/17	21		52746	0363 P G & E		12.65	.00	01/21/17-02/21/17
TOTAL	UTILI	TIES				.00	23.16	.00	
TOTAL	LLMD	ZONE 1	2 SUMMERW	IND		.00	23.16	.00	

DATE: 03/08/2017 CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS TIME: 16:43:42

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017' ACCOUNTING PERIOD: 9/17

FUND - 078 - LLMD/PFMD

BUDGET UNIT - 4815 - PFMD NOT ALLOCATED

ACCOUNT	DATE T/	'C ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340 9 /17 03 TOTAL	UTILITIE /08/17 21 UTILITIE		52746	0363 P G & E	.00	18.41 18.41	.00	01/21/17-02/21/17
TOTAL	PFMD NOT	ALLOCATED			.00	18.41	.00	

DATE: 03/08/2017 CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS TIME: 16:43:42

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017' ACCOUNTING PERIOD: 9/17

FUND - 078 - LLMD/PFMD

BUDGET UNIT - 4815B - PFMD ZONE 2 DEVANTE

ACCOUNT DATE	T/C ENCUMBR	REFERENCE V	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
9 /17 03/08/1 9 /17 03/08/1 9 /17 03/08/1 9 /17 03/08/1	7 21 7 21	52746 52746 52746 52746	0363 P G & E 0363 P G & E 0363 P G & E 0363 P G & E	.00	10.51 10.51 10.51 10.51 42.04	.00	01/21/17-02/21/17 01/21/17-02/21/17 01/21/17-02/21/17 01/21/17-02/21/17
TOTAL UITL	IIIES			.00	42.04	.00	
TOTAL PFMD	ZONE 2 DEVANTE			.00	42.04	.00	

PEI PAGE NUMBER: 26
DATE: 03/08/2017 CITY OF LEMOORE AUDIT11

DATE: 03/08/2017 CITY OF LEMOORE TIME: 16:43:42 EXPENDITURE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017'

ACCOUNTING PERIOD: 9/17

FUND - 078 - LLMD/PFMD

BUDGET UNIT - 4815D - PFMD ZONE 4 PARKVIEW

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340	UTILI	TIES							
9 /17 0	3/08/17	21		52746	0363 P G & E		10.51	.00	01/21/17-02/21/17
9 /17 0	3/08/17	21		52746	0363 P G & E		10.51	.00	01/21/17-02/21/17
TOTAL	UTILI	TIES				.00	21.02	.00	
TOTAL	PFMD	ZONE 4	4 PARKVIEW			.00	21.02	.00	

DATE: 03/08/2017 CITY OF LEMOORE EXPENDITURE TRANSACTION ANALYSIS TIME: 16:43:42

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.fund between '001' and '247' and transact.batch='VM031017' ACCOUNTING PERIOD: 9/17

FUND - 078 - LLMD/PFMD

BUDGET UNIT - 4815E - PFMD EAST VILLAGE PARK

ACCOUNT	DATE	T/C	ENCUMBR	REFERENCE	VENDOR	BUDGET	EXPENDITURES	ENCUMBRANCES	DESCRIPTION
4340 9 /17 0 TOTAL	UTILI 3/08/17 UTILI	21		52746	0363 P G & E	.00	68.27 68.27	.00	01/21/17-02/21/17
TOTAL	PFMD	EAST	VILLAGE P	ARK		.00	68.27	.00	
TOTAL	LLMD/	PFMD				.00	320.04	.00	
TOTAL R	EPORT					.00	185,639.20	-105,739.20	

PEI PAGE NUMBER: 1
DATE: 03/08/2017 CITY OF LEMOORE AUDIT311

DATE: 03/08/2017 CITY OF LEMOORE
TIME: 16:48:09 GENERAL LEDGER TRANSACTION ANALYSIS

SELECTION CRITERIA: account.acct between '2000' and '2999'AND transact.yr='17' and transact.period='9' and transact.batch='VM031017'

ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

ACCOUNT	DATE	T/C	REFERENCE	VENDOF	R/PAYER				DEBIT	CREDIT	DESC:	RIPTION	
9 /17	ACCOUNTS 03/08/17 03/08/17 03/08/17 ACCOUNTS	21 21 21	52750 52750 52750	6823	POLYNESIAN POLYNESIAN POLYNESIAN	CLUB	OF I	F	.00	1,280.00 2,125.00 140.00 3,545.00	125	HOUR PERFORMANC DINNER @ \$17 EA LEI GREETERS	
9 /17	03/08/17 03/08/17 03/08/17	21 21 21	TION FUND 52750 52750 52750 TION FUND	6823	POLYNESIAN POLYNESIAN POLYNESIAN	CLUB	OF I	F	1,280.00 2,125.00 140.00 3,545.00	.00	125	HOUR PERFORMANC DINNER @ \$17 EA LEI GREETERS	
TOTAL	GENERAL	FUND							3,545.00	3,545.00			
TOTAL RE	PORT								3,545.00	3,545.00			

PEI PAGE NUMBER: 1
DATE: 03/08/2017 CITY OF LEMOORE AUDIT31

DATE: 03/08/2017 CITY OF LEMOORE TIME: 16:45:53 REVENUE TRANSACTION ANALYSIS

SELECTION CRITERIA: transact.yr='17' and transact.period='9' and transact.account between '3000' and '3999' and transact.batch='VM03

ACCOUNTING PERIOD: 9/17

FUND - 001 - GENERAL FUND

BUDGET UNIT - 001 - GENERAL FUND

ACCOUNT DAT	T/C RECEIVE REFERENCE	PAYER/VENDOR	BUDGET	RECEIPTS	RECEIVABLES DESCRIPTION
9 /17 03/08	ATION FEES /17 21 0 52715 ATION FEES	T2263 ANA COMAITES	.00	-45.00 -45.00	REFUND - INDOOR SOCCE
TOTAL GENER	AL FUND		.00	-45.00	.00
TOTAL GENER	AL FUND		.00	-45.00	.00
TOTAL REPORT			.00	-45.00	.00