

LEMOORE

CALIFORNIA

**LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
October 7, 2025
5:30 P.M.**

MEETING AGENDA

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

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

1 – CEREMONIAL / PRESENTATION

- 1-1 Recognition of Planning Commissioner Clement (Matthews)

2 – STUDY SESSION

- 2-1 Overview of Lemoore Municipal Code relating to Peddlers, Solicitors, and Transient Merchants (Kendall)

PUBLIC COMMENT

Public comment will be in accordance with the attached policy. This time is reserved for members of the audience to address the City Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. It is recommended that speakers limit their comments to three (3) minutes each and it is requested that no comments be made during this period on items on the Agenda. The Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Prior to addressing the Council, any handouts for Council will be provided to the City Clerk for distribution to the Council and appropriate staff. The public will have an opportunity to comment on items on the agenda once the item has been called and the Mayor opens the item to the public.

3 – DEPARTMENT AND CITY MANAGER REPORTS

- 3-1 Department & City Manager Reports

4 – CONSENT CALENDAR

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

- 4-1 Approval – Minutes – Regular Meeting– September 16, 2025
- 4-2 Approval – Closure of the Golf Course Fund to General Fund
- 4-3 Approval – Resolution 2025-33 – Adopting an Environmentally Preferable Purchasing and Practices (EPPP) Policy and Best Management Practices for Vehicle and Equipment Fleet as Required for the Rubberized Pavement Grant Program
- 4-4 Approval – Bid Award – Water Treatment Plant Chemicals
- 4-5 Approval – Appointment of Lemoore Planning Commissioner

5 – PUBLIC HEARINGS

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

No Public Hearings.

6 – NEW BUSINESS

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

No New Business.

7 – CITY COUNCIL REPORTS AND REQUESTS

7-1 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 City Attorney will provide an oral report regarding the Closed Session.

1. Government Code Section 54957.6
Conference with Labor Negotiator
Agency Designated Representatives: Christina D. Smith, City Attorney and Marissa Trejo, City Manager
Employee Organizations: Unrepresented

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, October 21, 2025
- City Council Regular Meeting, Tuesday, November 4, 2025

Agendas for all City Council meetings are posted at least 72 hours prior to the meeting at the Council Chamber, 429 C Street and the Cinnamon Municipal Complex, 711 W. Cinnamon Drive. Written communications from the public for the agenda must be received by the City Clerk's Office no less than seven (7) days prior to the meeting date. The City of Lemoore complies with the Americans with Disabilities Act (ADA of 1990). The Council Chamber is accessible to the physically disabled. Should you need special assistance, please call (559) 924-6744, at least 4 business days prior to the meeting.

PUBLIC NOTIFICATION

I, Marisa Avalos, City Clerk for the City of Lemoore, declare under penalty of perjury that I posted the above Regular City Council Agenda for the meeting of October 7, 2025 at Council Chamber, 429 C Street and City Hall, 711 W. Cinnamon Drive, Lemoore, CA on September 30, 2025.

 //s//

Marisa Avalos, City Clerk



CITY COUNCIL REGULAR MEETING OCTOBER 7, 2025 @ 5:30 p.m.

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

The meeting may be viewed through the following Zoom Meeting:

- Please click the link below to join the webinar:
- <https://us06web.zoom.us/j/89260797593?pwd=4wDaq6uuv5bPcWAkfsX9la8cb0qxPI.1>
- Meeting ID: 892 6079 7593
- Passcode: 603686
- Phone: +1 669 900 6833

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

General Public Comments & Comments on City Council Business Items

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

Public Hearings

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

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



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

Staff Report

Item No: 2-1

To: Lemoore City Council
From: Michael Kendall, Chief of Police
Date: September 29, 2025 **Meeting Date:** October 7, 2025
Subject: Overview of Lemoore Municipal Code relating to Peddlers, Solicitors, and Transient Merchants

Strategic Initiative:

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

Proposed Motion:
Information Only.

Subject/Discussion:
A presentation on the current Lemoore Municipal Code pertaining to Peddlers, Solicitors, and Transient Merchants.

Financial Consideration(s):
None.

Alternatives or Pros/Cons:
Pros:

- Provide Council and the community with information regarding our current municipal code regarding solicitors.

Cons:

- None noted.

Commission/Board Recommendation:
None.

Staff Recommendation:
Information Only

Attachments:

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

Review:

- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☒ Finance

Date:

09/30/2025
09/30/2025
09/29/2025
09/29/2025

CHAPTER 7

PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS ¹

SECTION:

3-7-1: Application for Peddler's License

3-7-2: Uninvited Peddling or Soliciting

Notes

- ¹ 1. See also Section 3-1A-2-8 of this Title.

3-7-1: APPLICATION FOR PEDDLER'S LICENSE:

No application for a peddler's license under the provisions of this Title shall be acted upon or any such license issued without referring such application first to the Chief of Police for investigation and fingerprinting report in order to protect the public peace, health and safety; and no business license shall be issued to any such peddler until the Chief of Police shall have first endorsed his approval thereon in writing. (1975 Code §5-1.17)

3-7-2: UNINVITED PEDDLING OR SOLICITING:

A. Nuisance Declared: The practice of going in and upon private residences in the City by solicitors, peddlers, hawkers, itinerant merchants and transient vendors of merchandise, not having been requested or invited so to do by the owner or owners, occupant or occupants of said private residence, for the purpose of soliciting orders for the sale of goods, wares and merchandise, and/or for the purpose of disposing of and/or peddling or hawking the same is hereby declared to be a nuisance and punishable as such nuisance as a misdemeanor. (1975 Code §4-3.01)

B. Enforcement: The Chief of Police and police force of the City are hereby required and directed to suppress the same and to abate any such nuisance as is described in subsection A of this Section. (1975 Code §4-3.02)

C. Penalties: Any person convicted of perpetrating a nuisance as described and prohibited in subsection A hereof, upon conviction thereof, shall be fined a sum of not less than twenty five dollars (\$25.00) nor more than one hundred dollars (\$100.00) together with costs of proceedings, which said fine may be satisfied, if not paid in cash, by execution against the person of anyone convicted of committing the misdemeanor herein prohibited. (1975 Code §4-3.03)

Example in LA

SEC. 41.43.1. DOOR TO DOOR SELLING OR SOLICITING.

(Amended by Ord. No. 181,642, Eff. 5/31/11.)

No person shall solicit, sell or offer to sell, demonstrate or take orders for the sale of goods, wares or any form of merchandise, by entering upon the premises of another for such purpose except in compliance with the provisions of this Section.

(a) “**Solicitation**”. As used in this Section, shall mean to sell or offer to sell, demonstrate or take orders for the sale of goods, wares or any form of merchandise or services.

(b) No person shall enter upon the premises of another for the purpose of solicitation between the hours of 8:00 p.m. and 8:00 a.m. of the following day.

(c) Any person over the age of 16 who engages in door-to-door solicitations shall carry a form of photo identification and must present such photo identification upon request of any person being solicited, any peace officer or other person charged with enforcement of the laws pertaining to such solicitations. The photo identification must include the person’s date of birth and be issued by a governmental agency or educational institution. Acceptable identification includes a state driver’s license, state identification card, school identification card, or any government issued identification card.

(d) Any person engaged in door-to-door solicitations shall present the original or a copy of the Business Tax Registration Certificate required under Los Angeles Municipal Code Section 21.06 upon request of any person being solicited, any peace officer, or other person charged with enforcement of the laws pertaining to such solicitations.

(e) The provisions of this Section shall not apply to vendors or solicitors who have previously been invited or requested to appear at such premises by the owner or lawful

occupant thereof, or to persons making charitable solicitations in accordance with [Article 4 of Chapter IV](#) of the Los Angeles Municipal Code.

Link to Newport Beach:

<https://www.codepublishing.com/CA/NewportBeach/#!/NewportBeach05/NewportBeach0542.html>

<https://apps.newportbeachca.gov/do-not-solicit/register.aspx>

September 16, 2025 Minutes

Lemoore City Council Regular/Special Meeting

CALL TO ORDER:

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

ROLL CALL: Mayor: MATTHEWS
 Council Members: BREWSTER, CRUZ, LYONS
 Absent: GORNICK

City Staff and contract employees present: City Manager Trejo; City Attorney Di Fillipo Smith; Police Chief Kendall; Public Works Director Benavides; Finance Director Valdez; City Planner Brandt; Management Analyst Schisler; Community Services Officer Perez; Building Inspector Oliver; Human Resources Generalist Limon; Management Analyst Ramsey; City Engineer Muniz; City Engineer Cowart; City Clerk Avalos

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

None.

1 – CEREMONIAL / PRESENTATION

No Ceremonies / Presentations.

2 – STUDY SESSION

2-1 E Street Reimagined (Benavides)

Public Works Director Benavides presented regarding the Reimagined E Street project which included:

- *What is street reclamation?*
 - *A broader urban design strategy where underutilized vehicle space is converted to public amenities like:*
 - *Outdoor dining*
 - *Benches and shaded seating*
 - *Street trees and landscaping*
 - *Pedestrian pathways and art installations*
- *E Street Existing Conditions*
 - *Existing elements*
 - *Diagonal parking*
 - *Wide streets*
 - *No shade*
 - *Prioritizes cars and not people*
- *Reimagined E Street*
 - *Create “complete streets” or “people-first spaces” that prioritize walking, social interaction, and community identity.*
- *Phase 1 of E Street*
 - *E Street is scheduled to be treated this fall 2025*
 - *Opportunity to take advantage of the restriping*

2-2 Traffic Count Information (Benavides)

Public Works Director Benavides provided information regarding Traffic Counts around the City.

PUBLIC COMMENT

Barbara Hill stated that she is the Vice Chair of the Planning Commission. She stated that there are 1,000 new homes approved to be built in Lemoore. She is asking where the City will be getting the water for these new homes. She asked if the water is going to be taken away from Agriculture. She does not see a lot of affordable housing in Lemoore. She is concerned with home prices and rent and stated that we are going to see people priced out of housing.

Mike Betcher represents the Sarah Mooney Museum. stated that the Cemetery Walk is September 27th. This will be the 9th year of this event. He would like City officials to attend. The 1975 Class will have their 50-year reunion on September 27th. There will be a book signing and event at the Museum on September 28th. The Museum appreciates what the City does.

Alex Walker challenged the Council to attend the Cemetery Walk. Salute to Ag Dinner is October 3rd. Joe Neves and Keenan Farm will be recognized. He reminded everyone of the upcoming Rotary Crab Feed. LHS all class reunion will be in June of 2026. September 16th is National Voter Registration day.

3 – DEPARTMENT AND CITY MANAGER REPORTS

City Manager Trejo stated that on September 2nd it was her 1-year anniversary with the City of Lemoore. She introduced new Human Resources Generalist Annette Limon.

Police Chief Kendall provided an update regarding Cars and Cops is scheduled for October 4th. The LHS Homecoming Parade is on October 10th. October 23rd through October 30th is Red Ribbon Week. October 28th is National Night Out.

4 – CONSENT CALENDAR

- 4-1 Approval – Minutes – Regular/Special Meeting – August 19, 2025
- 4-2 Information Only – Finance Department Update – July & August 2025
- 4-3 Information Only – Police Department Update – August 2025
- 4-4 Information Only – Measure S Sales Tax Reporting Period of 4th Quarter FY 2024/2025
- 4-5 Information Only – Building Division Update – August 2025
- 4-6 Approval – Closure of the Golf Course Fund to General Fund
- 4-7 Approval – Bid Award for the 2025 Road Maintenance Project
- 4-8 Approval – Vendor Agreement with Complete Paperless Solutions (CPS) for Laserfische Document Management Software and Questys Conversion and Budget Amendment
- 4-9 Approval – Lease Agreement with Miguel Lopez dba Miguel's Flaming for Use of the Concession Stand located at 300 E Street
- 4-10 Approval – Lease Agreement Between the City of Lemoore and National Junior Basketball League
- 4-11 Approval – Lease Agreement Between the City of Lemoore and Troop 402 for the Use of the Lemoore Veteran's Hall (West Side)
- 4-12 Approval – Resolution 2025-32 – Authorizing Submittal of an Individual Grant Application for the Rubberized Pavement Grant Application

Items 4-4, 4-6, and 4-8 were pulled for separate consideration.

Motion by Council Member Cruz, seconded by Council Member Lyons, to approve the Consent Calendar except items 4-4, 4-6, and 4-8.

Ayes: Cruz, Lyons, Brewster, Matthews

Absent: Gornick

4-4 Information Only – Measure S Sales Tax Reporting Period of 4th Quarter FY 2024/2025

Motion by Council Member Brewster, seconded by Council Member Lyons, to approve the Measure S Sales Tax Reporting Period of 4th Quarter FY 2024/2025.

Ayes: Brewster, Lyons, Cruz, Matthews

Absent: Gornick

4-6 Approval – Closure of the Golf Course Fund to General Fund

Motion by Council Member Brewster, seconded by Council Member Cruz, to table this item to the next City Council meeting.

Ayes: Brewster, Cruz, Lyons, Matthews

Absent: Gornick

4-8 Approval – Vendor Agreement with Complete Paperless Solutions (CPS) for Laserfische Document Management Software and Questys Conversion and Budget Amendment

Motion by Council Member Cruz, seconded by Council Member Brewster, to table this item to the next City Council meeting.

Ayes: Cruz, Brewster, Lyons, Matthews

Absent: Gornick

5 – PUBLIC HEARINGS

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

No Public Hearings.

6 – NEW BUSINESS

6-1 Approval – Appointment of Voting Delegate to League of California Cities Annual Conference (Avalos)

Motion by Council Member Brewster, seconded by Council Member Cruz, to appoint Council Member Cruz as Voting Delegate to the League of California Cities Annual Conference, and Council Member Brewster as the Alternate.

Ayes: Brewster, Cruz, Lyons, Matthews

Absent: Gornick

7 – CITY COUNCIL REPORTS AND REQUESTS

Council Member Brewster stated that he has been busy. He attended Lemoore raceway Law Enforcement Appreciation night. He attended the KART meeting. He stated that Lennar has

submitted plans late for the roundabouts. There will be three temporary roundabouts. He will be attending the Salute to Ag dinner. Fall Baseball is up and running. He stated that 18 ¾ Avenue is messed up. He is asking for an update on when it is anticipated to be fixed.

Council Member Lyons informed everyone that Senior Day with the Commission on Aging is on September 19th from 9:00 am to 1:30 p.m. at Buris Park. There will be food, prizes, and games.

Council Member Cruz thanked staff. He attended the induction ceremony for the Navy Chiefs. There were 70 inductees. They received a lot of support. It was well attended.

Mayor Matthews asked for consensus to review the door-to-door sales ordinance. Consensus was received. Candy Crawl is October 25th. The Recreation Department is accepting donations for Candy. She presented a challenge to Council. She attended the opening day for flag football. She wished the City Manager a Happy 1-year Anniversary. She appreciates all the work she has done for the City thus far. She attended the national conference for KCAO in Detroit. Missed the last KCAG meeting. She thanked Council Member Brewster for filling in. Griswold LaSalle is hosting a Kings Community Cook Off on October 18th.

At 6:35 p.m., Council adjourned to Closed Session.

CLOSED SESSION

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

1. Government Code Section 54957.6
Conference with Labor Negotiator
Agency Designated Representatives: Christina D. Smith, City Attorney and Marissa Trejo, City Manager
Employee Organizations: Unrepresented
2. Government Code Section 54957
Public Employee Performance Evaluation – City Manager

REPORT OUT FROM CLOSED SESSION

The City Manager received an above satisfactory annual performance evaluation and shall be adjusted to step 4 of the salary schedule as referenced in her Employment Agreement.

ADJOURNMENT

At 8:05 p.m., Council adjourned.

Approved the 7th day of October 2025.

APPROVED:

Patricia Matthews, Mayor

ATTEST:

Marisa Avalos, City Clerk



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Staff Report

Item No: 4-2

To: Lemoore City Council

From: Josalynn Valdez, Finance Director

Date: September 22, 2025

Meeting Date: October 7, 2025

Subject: Closure of the Golf Course Fund to General Fund

Strategic Initiative:

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

Proposed Motion:

Approval of the closure of the Golf Course Fund as an enterprise fund and consolidate its activity into the General Fund for financial reporting purposes.

Subject/Discussion:

The City of Lemoore historically operated the Golf Course as an enterprise fund, tracking revenues and expenses separately as a business-type activity. Beginning in Fiscal Year (FY) 21/22, the City entered into a lease agreement with Sierra Golf Management to operate and maintain the Golf Course. The intention has been, and continues to be, for the Golf Course to remain leased under this structure rather than operated directly by City staff.

Since FY 21/22, the City has not been responsible for the day-to-day operations of the Golf Course, nor has it received operating revenues from green fees, concessions, or related sources. Instead, the City recognizes only the lease revenue under the agreement. As a result, the Golf Course Fund no longer meets the criteria for classification as an enterprise fund under governmental accounting standards.

Governmental Accounting Standards Board (GASB) guidance specifies that enterprise funds should be used when the intent is to recover costs of providing goods or services primarily through user charges. Since FY 2022, the City's financial involvement with the

Golf Course has been limited to lease revenues, with no expectation of cost recovery through direct user fees.

In order to present financial statements that most accurately reflect the City's current operations, staff recommends closing the Golf Course Fund and consolidating all activity into the General Fund. This action will:

- Align the City's financial reporting with GASB guidance.
- Simplify accounting and financial statement presentation.
- Eliminate the appearance that the City continues to operate the Golf Course as a business-type activity.
- Ensure consistency with the City's intention to lease the Golf Course on a continual basis.

Closing the Golf Course Fund into the General Fund ensures compliance with governmental accounting standards and presents a clearer picture of the City's financial operations. Staff recommends City Council approve the closure effective with the FY 24/25 financial statements.

Financial Consideration(s):

There is no new fiscal impact from closing the Golf Course Fund, as the City will continue to receive lease revenue under the existing agreement. The change is for accounting and financial reporting purposes only. The loan to the RDA is expected to be paid in full in Fiscal Year 2029/2030 from General Fund advances. The Golf Course will recover its negative cash balance in the same fiscal year 2029/2030 at which point the Golf Course fund will begin to reimburse the General Fund.

The current lease with Sierra Golf Management is through fiscal year 2035/2036 at which time the Golf Course will have an outstanding balance of approximately \$1.2 million dollars to the General Fund. If the lease is continued in perpetuity at the current ending rate the General Fund will be fully reimbursed by fiscal year 2043/2044.

Alternatives or Pros/Cons:

Pros: Approve the closure of the Golf Course Fund into the General Fund (recommended).

Cons: Retain the Golf Course Fund as an enterprise fund (not recommended, as it no longer meets GASB requirements).

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of the closure of the Golf Course Fund as an enterprise fund and consolidate its activity into the General Fund for financial reporting purposes.

Attachments:

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

Review:

- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☒ Finance

Date:

09/30/2025
09/30/2025
09/29/2025
09/29/2025



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Staff Report

Item No: 4-3

To: Lemoore City Council
From: Estevan Benavides, Public Works Director
Date: September 25, 2025 **Meeting Date:** October 7, 2025
Subject: Approval of Resolution 2025-33 – Adoption of Environmentally Preferable Purchasing and Practices (EPPP) Policy and Best Management Practices for Vehicle and Equipment Fleet as Required for the Rubberized Pavement Grant Program.

Strategic Initiative:

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

Proposed Motion:

Approval of Resolution 2025-33 to adopt an Environmentally Preferable Purchasing and Practices (EPPP) Policy and Best Management Practices (BMPs) for the City’s vehicle and equipment fleet, as required by the Department of Resources Recycling and Recovery (CalRecycle) for eligibility in the Rubberized Pavement Grant Program.

Subject/Discussion:

The City of Lemoore submitted an initial grant application to CalRecycle’s Rubberized Pavement Grant Program on September 11, 2025 to construct accessible pathways at the Lemoore Little League Park and Heritage Park, and rehabilitate pavement with recycled asphalt.

As a condition of eligibility, CalRecycle requires applicant jurisdictions to adopt: (1) an Environmentally Preferable Purchasing and Practices (EPPP) Policy that guides how the City purchases and uses products and services to minimize negative environmental and human-health impacts; and (2) Best Management Practices (BMPs) for vehicle and equipment fleets to promote fuel efficiency, reduce emissions, extend equipment life, and improve operational sustainability. The adopted resolution must be submitted by October 21, 2025 through CalRecycle’s online grants portal, Grants Management System (GMS).

The proposed resolution formally adopts the City's EPPP Policy and fleet BMPs. The EPPP Policy commits the City, when practicable, to consider environmental and human-health impacts in procurement and to promote products that are durable, recyclable, energy-efficient, and contain recycled content. The fleet BMPs commit the City to practices such as proactive preventive maintenance; efficient fleet operations; use of cleaner fuels and available technologies; and replacement of older vehicles with lower-emission alternatives, when feasible. Adoption of these policies satisfies CalRecycle's program requirements and reflects the City's ongoing commitment to sustainability and responsible resource management while positioning the City to apply for and receive Rubberized Pavement Grant.

Financial Consideration(s):

Adopting the EPPP Policy and fleet BMPs does not, by itself, create a direct fiscal impact. However, the City of Lemoore is eligible to be reimbursed at a rate for \$30 / TON of rubberized hot mix asphalt used in the project(s), reducing the City's local funds cost by approximately \$121,000.

Alternatives or Pros/Cons:

Pros:

- Savings to the general fund.

Cons:

- None

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of Resolution 2025-33 to adopt an Environmentally Preferable Purchasing and Practices (EPPP) Policy and Best Management Practices (BMPs) for the City's vehicle and equipment fleet, as required by the Department of Resources Recycling and Recovery (CalRecycle) for eligibility in the Rubberized Pavement Grant Program.

Attachments:

- ☒ Resolution: 2025-33
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other:

Review:

- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☒ Finance

Date:

09/30/2025
09/30/2025
09/29/2025
09/29/2025

RESOLUTION NO. 2025-33

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE ADOPTING
AN ENVIRONMENTALLY PREFERABLE PURCHASING AND PRACTICES (EPPP)
POLICY AND BEST MANAGEMENT PRACTICES FOR VEHICLE AND
EQUIPMENT FLEET AS REQUIRED FOR THE RUBBERIZED PAVEMENT GRANT
PROGRAM**

WHEREAS, the California Public Resources Code authorizes the Department of Resources Recycling and Recovery (CalRecycle) to administer grant programs, including the Rubberized Pavement Grant Program; and

WHEREAS, CalRecycle requires applicants to adopt an Environmentally Preferable Purchasing and Practices (EPPP) Policy that guides the purchase and use of products and services to minimize negative environmental and human-health impacts; and

WHEREAS, CalRecycle further requires applicants to adopt Best Management Practices (BMPs) for vehicle and equipment fleets to promote fuel efficiency, reduce emissions, extend equipment life, and improve operational sustainability.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Lemoore hereby adopts an Environmentally Preferable Purchasing and Practices (EPPP) Policy to ensure that, when procuring goods and services, the City considers environmental and human-health impacts and, when practicable, promotes products that are durable, recyclable, energy-efficient, and made with recycled content.

BE IT FURTHER RESOLVED, that the City Council of the City of Lemoore hereby adopts Best Management Practices for its vehicle and equipment fleet, including proper preventive maintenance, efficient fleet operations, use of cleaner fuels and available technologies, and replacement of older vehicles with lower-emission alternatives when feasible.

BE IT FURTHER RESOLVED, that adoption of the EPPP Policy and Fleet BMPs fulfills the City's obligations under the Rubberized Pavement Grant Program and reflects the City's commitment to sustainability and responsible resource management.

PASSED AND ADOPTED by the City Council of the City of Lemoore at a regular meeting held on the 7th day of October 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

ATTEST:

APPROVED:

Marisa Avalos
City Clerk

Patricia Matthews
Mayor



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

Administrative Policy 2026-03:

Environmentally Preferable Purchasing and Practices (EPPP) Policy

PURPOSE:

The City of Lemoore is committed to protecting our local and regional environment. The purpose of this policy is to establish practices for the purchase of environmentally preferable products and the implementation of sustainable operational practices. By integrating environmental considerations into our purchasing decisions and daily operations, the City of Lemoore hopes to conserve natural resources, reduce waste, minimize pollution, and support markets for sustainable products.

SCOPE:

This policy applies to all City of Lemoore departments, employees, and contractors when purchasing goods and services or conducting City operations.

POLICY GOALS:

When purchasing goods and services, the City of Lemoore will, where feasible, prioritize products and vendors that align with the following goals:

- **Source Reduction & Waste Prevention:** Select products that are durable, reusable, and have minimal packaging.
- **Recycled Content:** Purchase products made with the highest practicable percentage of post-consumer recycled content.
- **Energy & Water Conservation:** Purchase products that are energy-efficient (e.g., ENERGY STAR® certified) and water-efficient (e.g., WaterSense certified).
- **Toxics Reduction:** Select products that are less hazardous to human health and the environment.

SPECIFIC PRACTICES AND IMPLEMENTATION:

All City of Lemoore departments will integrate the following practices into their operations:

PURCHASING PRACTICES:

- **Office Supplies:** Give preference to recycled-content paper, remanufactured toner cartridges, and other office supplies made from recycled materials.
- **Fleet Maintenance:** Give preference to re-refined lubricating oils and retreaded tires for City of Lemoore fleet vehicles, when and where deemed safe and appropriate.
- **Building & Grounds Maintenance:** Give preference to recycled-content building materials, low-VOC paints, and integrated pest management practices.

OPERATIONAL PRACTICES:

- **Fleet Management:** The City of Lemoore will implement vehicle and equipment fleet best management practices to maximize tire life, including preventative maintenance and routine tire inspections.
- **Recycling:** City of Lemoore facilities, where appropriate, will maintain accessible programs for the recycling of paper, cardboard, plastics, and metals.

OPERATIONAL PRACTICES:

The City of Lemoore is committed to the ongoing success of this policy through the following actions:

- **Employee Training:** Training on the goals and practices of this policy will be provided to new and existing employees on an ongoing, as-needed basis.
- **Policy Evaluation:** The City will regularly evaluate and seek to improve the implementation of this EPPP policy to ensure its effectiveness.

Policy Review and Update

This policy shall be reviewed annually by the Public Works Department to ensure continued compliance with applicable federal regulations and organizational practices. Updates shall be approved by senior management or the governing body.

Policy Number: 2026-03

Effective Date: 10/7/2025

Approved by: _____
Marissa Trejo, City Manager

Date: _____



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Administrative Policy 2026-04:

Fleet Vehicle and Equipment Tire Maintenance Policy

PURPOSE:

To maximize the service life of tires on all City-owned vehicles and equipment, ensure operator safety, reduce long-term operational costs, and promote environmental stewardship through source reduction.

SCOPE:

This policy applies to all City of Lemoore departments that operate and maintain City-owned vehicles and equipment.

POLICY AND PROCEDURES:

Preventative Maintenance Planning

- **Routine Tire Inspections:** All vehicle tires will be visually inspected for damage and abnormal wear during standard pre-trip inspections.
- **Tire Pressure Maintenance:** Tire pressures will be checked and maintained at the manufacturer's recommended levels on a regular basis as part of routine vehicle maintenance schedules.
- **Vehicle Condition Assessment:** The condition of tires, including tread depth and overall integrity, will be a required component of all scheduled vehicle and equipment safety inspections.

VEHICLE SYSTEMS:

Where fiscally practicable, the City of Lemoore will endeavor to keep vehicle safety and information systems related to fleet maintenance updated.

TRAINING:

Tire maintenance and safety awareness shall be a mandatory component of training for all relevant fleet personnel, including vehicle operators and maintenance staff.

RESPONSIBILITIES:

- **Vehicle Operators** are responsible for conducting pre-trip visual inspections and immediately reporting any noticeable tire issues, such as low pressure or visible damage.
- **The Public Works Department** is responsible for performing scheduled maintenance, conducting detailed tire inspections, managing tire replacements, and providing training.
- **Department Heads** are responsible for ensuring their staff are aware of and comply with this policy.

Policy Review and Update

This policy shall be reviewed annually by the Public Works Department to ensure continued compliance with applicable federal regulations and organizational practices. Updates shall be approved by senior management or the governing body.

Policy Number: 2026-04
Effective Date: 10/7/2025

Approved by: _____
Marissa Trejo, City Manager

Date: _____



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Staff Report

Item No: 4-4

To: Lemoore City Council

From: Jamar Hugie, Management Analyst

Date: September 29, 2025

Meeting Date: October 7, 2025

Subject: Bid Award – Water Treatment Plant Chemicals

Strategic Initiative:

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

Proposed Motion:

Approval of Bid Award and purchase agreement for Sodium Hypo-Chlorite with Univar Solutions.

Subject/Discussion:

The City of Lemoore is currently receiving Sodium Hypo-Chlorite (NaOCl 12.5%) from Univar under a distribution arrangement without a formal contract. To ensure cost efficiency, transparency, and long-term reliability, the City initiated a competitive bid process for the chemical supply.

The primary objectives were to reduce procurement costs and provide an opportunity for qualified vendors to participate in a structured, multi-year agreement. On September 17, the City received five bid responses. This process supports the City's commitment to responsible financial management and operational continuity for the water treatment plant.

Bidder 1		Bidder 2		Bidder 3		Bidder 4		Bidder 5	
Pencco P.O. Box 600 San Felipe, TX 77473		PurWater LLC 2781 Napa Valley Corporate Dr. Napa, CA 94558		Univar 8201 S. 212th Kent, WA 98032		Morton Salt 444 W. Lake St. Chicago, IL 60606		NorthStar Chemical 1333 S. Mayflower Ave. Suite 300 Monrovia, CA 91016	
Unit Price w/Mill tax* included	Total Cost	Unit Price w/Mill tax* included	Total Cost	Unit Price w/Mill tax* included	Total Cost	Unit Price w/Mill tax* included	Total Cost	Unit Price w/Mill tax* included	Total Cost
-	No Bid	\$3.28	\$14,780.42	\$3.08	13,860.00	-	No Bid	\$3.08	13,860.00

Financial Consideration(s):

The cost of Sodium Hypochlorite (NaOCl, 12.5%) will be paid from the Water Department's Supplies – Chlorine budget line item.

Alternatives or Pros/Cons:

Pros:

- Competitive bidding encourages vendors to offer their best pricing, potentially lowering procurement costs for the City.
- The structure allows for a firm fixed price in year one, with options for adjustments in subsequent years, balancing budget certainty with market responsiveness.
- Soliciting bids opens the door to new suppliers, which can improve service reliability and reduce dependency on a single vendor.

Cons:

- None noted.

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of Bid Award and purchase agreement for Sodium Hypochlorite with Univar Solutions.

Attachments:

- ☐ Resolution:
☐ Ordinance:
☐ Map
☒ Contract
☒ Other
 Notice of Award

Review:

- ☒ City Attorney
☒ City Clerk
☒ City Manager
☒ Finance

Date:

09/30/2025
 09/29/2025
 09/29/2025
 09/29/2025

A G R E E M E N T

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

WITNESSETH:

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

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

A. SCOPE OF WORK

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

B. COMPONENT PARTS

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

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

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

C. TIME OF PERFORMANCE

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

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

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

D. TERM OF CONTRACT

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

E. PAYMENTS

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

F. CODE COMPLIANCE

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

G. RELATIONSHIP OF PARTIES

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

H. ASSIGNMENT

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

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

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

I. CHANGES

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

J. TERMINATION

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

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

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

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

K. PREVAILING WAGES

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

requirements.

L. TAXES AND LICENSES

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

M. INDEMNIFICATION AND INSURANCE

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

1. Indemnification

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

2. Insurance Requirements

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

3. Minimum Scope of Insurance

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

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

Liability for delivery services.

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

4. Minimum Limits of Insurance

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

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

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

5. Deductibles and Self-Insurance Retentions

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

6. Other Insurance Provisions

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

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

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

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

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

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

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

7. Acceptability of Insurers

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

8. Verification of Coverage

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

9. Subcontractors

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

N. LIABILITY OF CITY

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

O. ATTORNEY'S FEES

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

P. AMENDMENTS

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

Q. DAMAGES

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

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

R. WRITTEN NOTICE

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

S. BINDING EFFECT

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

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

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

Dated: _____, 20____

Contractor

By: _____

(Seal of Corporation)

Title: _____

CITY OF LEMOORE

Dated: _____, 20____

By: _____

City Manager

Attest: _____

City Clerk

NOTICE OF AWARD

TO: Univar Solutions
8201 S. 212TH
Kent, WA 98032

PROJECT Description:

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

The CITY has considered the QUOTE(S) submitted by you for the above-described CHEMICAL PRODUCTS in response to its Advertisement for BIDS dated September 17, 2025. You are hereby notified that your BID has been accepted for the items as shown on Exhibit A of the Bid Packet and herein incorporated.

The Request for Quotes requires you to execute an Agreement Statement and furnish the necessary certificates of insurance within thirty (30) calendar days from the date of this Notice to you.

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

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

Dated this ____ day of _____ 2025.

Owner: City of Lemoore

By: _____

Name: Marissa Trejo

Title: City Manager

ACCEPTANCE OF NOTICE

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

(Contractor)

Dated this, the ____ day of _____ 20____.

By _____ Title _____



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Staff Report

Item No: 4-5

To: Lemoore City Council
From: Marisa Avalos, City Clerk / Executive Assistant
Date: September 29, 2025 Meeting Date: October 7, 2025
Subject: Appointment of Lemoore Planning Commissioner

Strategic Initiative:

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

Proposed Motion:

Approve the appointment to the Planning Commission, as recommended by Mayor Matthews.

Subject/Discussion:

The Planning Commission currently has one (1) vacancy. The vacancy was posted at City Hall, Cinnamon Municipal Complex, and the City website. Three (3) applications were received. The applicants are:

Courtney Broom
Thomas Reed
Amir Walker

Mayor Matthews is recommending the appointment of Thomas Reed. Concurrence of at least two Council Members is required for the appointments to be official.

Financial Consideration(s):

None. The appointments are volunteer positions.

Alternatives or Pros/Cons:

Pros:

- Fills vacancies on the Planning Commission.

Cons:

- None noted.

Alternative:

- Council could choose to discuss other applicants for appointment.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Approve the appointment to the Planning Commission, as recommended by Mayor Matthews.

Attachments:

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

Review:

- ☒ City Attorney
- ☒ City Clerk
- ☒ City Manager
- ☒ Finance

Date:

09/30/2025
09/29/2025
09/29/2025
09/29/2025

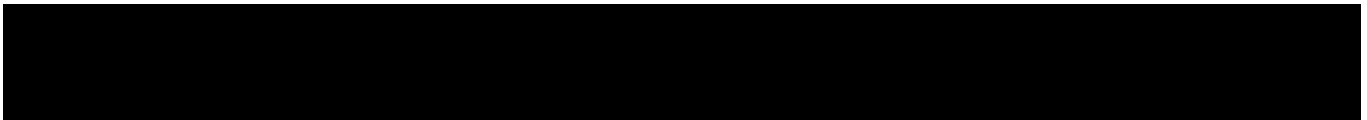


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Office of the City Manager

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

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

Name _____



Business Name _____

Business Address _____

Position Held _____ Business Phone # _____

How long have you resided in Lemoore _____ 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
District _____ Downtown Merchants Advisory Committee

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

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

Public Service Appointment Application
Page 2

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

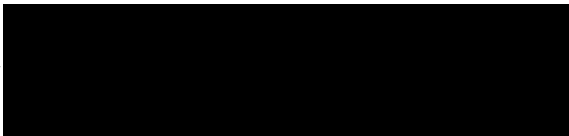
Have you been, or are you now a member of a governmental board, commission or committee? If so, please provide name and dates service.

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

Name _____
(Please print)

Date _____

Signature





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Office of the City Manager

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

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

Name Thomas R. Reed

Address [REDACTED] Telephone [REDACTED]

E-mail address [REDACTED] Cell # [REDACTED]

Business Name n/a

Business Address n/a

Position Held n/a Business Phone # n/a

How long have you resided in Lemoore 18 Yrs Are you a registered voter Yes

Would you be available for meetings in the ☐ daytime ☐ evenings ☒ both

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

☐ City Council ☒ Planning Commission ☐ Parks & Recreation Commission

District ☐ Downtown Merchants Advisory Committee

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

All. Regularly attend Council Meetings.

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

Bachelor of Arts - Business

PG&E - 37-1/2 years. Increasing level of responsibilities. Held Planner position at time of retirement. Was also involved with budgeting.

Public Service Appointment Application
Page 2

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

Have served on board of church.


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

Yes. Kings Mosquito Abatement District - Board

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

Name Thomas R. Reed
(Please print)

Date 09/03/2025

Signature 



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Office of the City Manager

APPLICATION FOR PUBLIC SERVICE APPOINTMENT

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

Name AMIR WALKER

Address [REDACTED] Telephone# N/A

E-mail address [REDACTED] Cell # [REDACTED]

Business Name N/A

Business Address N/A

Position Held N/A Business Phone # N/A

How long have you resided in Lemoore 29 YEARS Are you a registered voter YES

Would you be available for meetings in the ☒ daytime ☐ evenings ☐ both

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

☐ City Council ☒ Planning Commission ☐ Parks & Recreation Commission

District ☐ Downtown Merchants Advisory Committee

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

MY INTEREST ARE IN THE GROWTH AND DEVELOPMENT OF THE COMMUNITY. I WOULD LIKE SERVE MY COMMUNITY BY PARTICIPATING IN THE DEVELOPMENT OF SUSTAINABLE POLICIES AND STANDARDS FOR THE CITY

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

NO FORMAL TRAINING. AS A NAVY VETERAN, MY SERVICE DREW ME TO THE VALLEY. I CHOSE TO STAY AND RAISED A HEALTHY FAMILY HERE. I HAVE BEEN FORTUNATE TO HAVE BEEN EDUCATED IN REAL TIME AS LEMOORE HAS GROWN.

Public Service Appointment Application
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List employment, membership in service or community organizations or volunteer work which might be relevant to this appointment: DEPARTMENT OF STATE HOSPITAL EMPLOYEE. I WORK IN A THERAPEUTIC CAPACITY THAT ALLOWS ME TO SEE CIVILLY COMMITTED PEOPLE THAT MUST COMPLY WITH COMMUNITY RELEASE GUIDELINES. HAVING A SAFE ENVIRONMENT IS AT THE CORE OF ALL THAT WE DO.

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

NO

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

Name AMER WALKER
(Please print)

Date 9/10/25

Signature

