

**LEMOORE**

CALIFORNIA

**LEMOORE CITY COUNCIL  
COUNCIL CHAMBER  
429 C STREET  
November 18, 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 Employee of the Month – October 2025 – Meghan Palmer (Valdez)

### **2 – STUDY SESSION**

- 2-1 ESG Presentation of Infrastructure Projects (Benavides)
- 2-2 Overview of Current and Proposed 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– November 18, 2025
- 4-2 Approval – Resolution 2025-34 – Benefits for the Unrepresented Employees of the City and Approving Changes
- 4-3 Approval – Police Department Update – October 2025
- 4-4 Approval – Finance Department Update – September and October 2025
- 4-5 Approval – Transient Occupancy Tax Q1 Update Fiscal Year 2025/2026
- 4-6 Approval – Subdivision Agreement and Final Map – Tract 935 – Lennar Homes of California, Inc.
- 4-7 Approval – Fox Street and 19<sup>th</sup> Avenue Roadway Repair Project

- 4-8 Approval – Termination of Agreements to Redevelop 231 E Street – Contract of Sale between City of Lemoore and David Silveira/Bobby Lee – Contract for Conveyance and Development between the City of Lemoore and Coker Ellsworth

## **5 – PUBLIC HEARINGS**

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

- 5-1 Public Hearing – Resolution 2025-35 – Revising and Updating Miscellaneous Fees for Optional Solid Waste Services Within the Master User Fee Schedule (Trejo)

## **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 54956.9(d)(1)  
Conference with Legal Counsel – Litigation Update

### **ADJOURNMENT**

#### **Upcoming Council Meetings**

- City Council Regular Meeting, Tuesday, December 2, 2025
- City Council Regular Meeting, Tuesday, December 16, 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 November 18, 2025 at Council Chamber, 429 C Street and City Hall, 711 W. Cinnamon Drive, Lemoore, CA on November 12, 2025.

\_\_\_\_\_  
//s//  
Marisa Avalos, City Clerk



## CITY COUNCIL REGULAR MEETING NOVEMBER 18, 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/81461617421?pwd=StOBsegepLnxY3RG1QMTYrzeTaS2Hj.1>
- Meeting ID: 814 6161 7421
- Passcode: 812268
- 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](mailto: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.\***



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## Staff Report

Item No: 2-1

**To:** Lemoore City Council  
**From:** Estevan Benevides, Public Works Director  
**Date:** November 10, 2025      **Meeting Date:** November 18, 2025  
**Subject:** ESG Presentation of Infrastructure Projects

**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 type="checkbox"/> Community & Neighborhood Livability	<input type="checkbox"/> Not Applicable

**Proposed Motion:**

Information Only.

**Subject/Discussion:**

Ashu Jain with Energy Systems Group will be present to discuss a proposed energy and water infrastructure grade project.

**Financial Consideration(s):**

None.

**Alternatives or Pros/Cons:**

N/A

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Information Only

Attachments:

Review:

Date:

*“In God We Trust”*



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

- |   |            |
|---|------------|
| <input checked="" type="checkbox"/> City Attorney | 11/12/2025 |
| <input checked="" type="checkbox"/> City Clerk    | 11/12/2025 |
| <input type="checkbox"/> City Manager             |            |
| <input checked="" type="checkbox"/> Finance       | 11/10/2025 |



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## Staff Report

Item No: 2-2

**To:** Lemoore City Council  
**From:** Michael Kendall, Chief of Police  
**Date:** November 10, 2025 **Meeting Date:** November 18, 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 and proposed 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.

*"In God We Trust"*

**Staff Recommendation:**  
Information Only.

**Attachments:**

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

**Review:**

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

**Date:**

11/12/2025  
11/12/2025  
  
11/12/2025

## CHAPTER 7

### PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS <sup>1</sup>

SECTION:

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

#### 3-7-2: Uninvited Peddling or Soliciting

Notes

- <sup>1</sup> 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)

## CHAPTER 7

### PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS <sup>1</sup>

#### SECTION:

**3-7-1: Definitions**

**3-7-2: Uninvited Peddling or Soliciting**

**3-7-3: Exemptions**

**3-7-4: Application for Peddler's License**

**3-7-5: Handbills in Public Places**

**3-7-6: Handbills on Residential Property**

**3-7-7: Time, Place and Manner of Solicitations**

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Notes

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

#### 3-7-1: DEFINITIONS:

The words and terms used in this chapter shall be defined as follows:

"Applicant" means the person applying to the Chief of Police for a registration card.

"Commercial solicitation" means solicitation related primarily to an economic transaction, such as the exchange of goods or services for a financial fee or cost. This definition shall automatically incorporate court rulings defining the terms "commercial speech" and "commercial solicitation." This definition shall also include solicitation by for-profit entities that solicit funds on behalf of nonprofit entities, when such for-profit entities are paid for solicitation on the nonprofit entity's behalf, or retain any portion of funds raised on a nonprofit entity's behalf.

"Handbill" means any document or written matter such as a circular, leaflet, or pamphlet which advertises, promotes or informs of a product, business, service, event, commercial enterprise or any noncommercial activity, event, organization or purpose.

"Newspaper" means and includes any newspaper of general circulation as defined by State law, any newspaper duly entered with the U.S. Postal Service in accordance with Federal statute or regulation and shall include any periodical or current magazine regularly published with not less than four issues per month and sold to the public.

"Noncommercial solicitation" means religious and political contacts, and solicitation not primarily commercial in nature, and not primarily related to an economic transaction such as the exchange of goods or services for a financial fee or cost. Non-commercial solicitation may include solicitation of monetary or non-monetary donations to nonprofit entities, when such solicitation is not conducted by a for-profit entity that is paid for solicitation on the nonprofit entity's behalf, or that retains any portion of the funds solicited on behalf of the nonprofit entity.

"Peddler" means a person who goes from place to place selling items.

"Police Department" means the Lemoore Police Department.

"Public place" means and includes all publicly owned and maintained streets, sidewalks, alleys, parks, grounds and buildings.

"Registration card" means the card which authorizes a person to engage in solicitation.

"Residential property" means any dwelling, house, building or other structure designed or used in whole or in part for residential purposes and shall include any yard, walkway or driveway appurtenant to the structure.

“Solicit” and “solicitation” means a request for, or offer of, money, services, opinion, support, information or property.

“Solicitor” means an individual who solicits.

### **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)

### **3-7-3: EXEMPTIONS:**

The following are exempt from the provisions of this chapter:

- A. Any organization’s solicitation of its members.
- B. Solicitation on premises owned or controlled by the solicitor.
- C. Solicitation which is subject to disclosure under State or Federal political disclosure laws.
- D. The issuance of any announcement or advertisement that such solicitation as described in subsection (A), (B), or (C) of this section will occur or which announces or advertises an event at which unannounced solicitation as described in subsection (A), (B), or (C) of this section occurs.
- E. Newspapers or magazines that have not been contacted by owners or occupants of property and instructed not to deliver such materials to that property or dwelling unit.
- F. Electronic solicitation, direct solicitation through United States mail or conducted solely by means of radio or television broadcasts.
- G. Any person who is engaged in, or acting as an agent for, any business entitled to an exemption from local taxation by reason of its being engaged in interstate commerce shall be required to make application for a registration card in accordance with the requirements of this chapter, but shall be exempt from any fee upon satisfactory evidence being presented to the Chief of Police of his/her right to an exemption.
- H. Solicitors under the age of 16.

### **3-7-4: 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)

No person shall engage in commercial solicitation in the City of Lemoore without first applying for, and receiving, a registration card. Multiple registration cards may be issued pursuant to a single application for all solicitors engaged in commercial solicitation on behalf of, and under the immediate direction and control of, the applicant. Commercial solicitors shall carry

registration cards on their persons at all times while soliciting and shall display the registration card upon request of any person being solicited or anyone authorized to enforce this Code.

The Chief of Police has no authority to, and shall not, grant, deny, suspend, revoke or refuse to renew any registration card by reason of disapproval or disagreement with the philosophy, opinion, or belief of the card holder.

- A. At least ten (10) days prior to the date the applicant intends to engage in commercial solicitation, an application for a registration card shall be made to the Police Department on forms supplied by the City. The Police Department may, for good cause shown, allow the filing of an application less than ten (10) days prior to the date the card is requested.
- B. The application shall contain the following information:
  1. The full name, mailing address, principal business or residential address and telephone number, and the nature of the relationship between the applicant and the card holder, including whether the applicant is a volunteer, a paid officer or employee, an independent contractor, or an agent of the card holder.
  2. Written authorization of permission to solicit from any person or organization for which the applicant intends to solicit.
  3. Where applicable, documentation from the State that the cardholder is in compliance with California Government Code Section 12599.
  4. If the applicant is:
    - a. An individual, the application shall state the full name, mailing address and principal business or residential address and telephone number.
    - b. A partnership, the application shall state the full name, mailing address, and principal business or residential address and telephone number of each partner. However, if there are more than ten (10) principal partners, only the ten (10) principal partners need to be listed.
    - c. A corporation, the application shall state whether it is organized under the laws of California or is a foreign corporation and, if a foreign corporation, the place of incorporation, the full name, mailing address, and principal business or residential address, the State Corporation or Federal Employer Identification Number, and telephone number of the individual in charge of the local office of the corporation and of three principal officers or directors of the corporation;
    - d. An association, the application shall state mailing address, principal business or residential address, State Corporation or Federal Employer Identification Number, and telephone number of the association and the full name, mailing address, principal business or residential address and telephone number of three principal members of the association. If the association is part of a multistate association, the mailing address and principal business or residential address and telephone number of its central office shall also be given.
  5. The full name, mailing address, principal business or residential address and telephone number of each individual who will be in charge of supervising the solicitation.
  6. The full name of each individual who will be soliciting on behalf of the card holder.
  7. The time during the day when the solicitation will be made and the dates for the commencement and termination of the solicitation.
  8. A general outline of the method or methods to be used in conducting the solicitation, including the number of solicitors to be used.
  9. A statement that the registration card will not be used or represented in any way as an endorsement by the City or any department, officer, or employee thereof.

- C. If, while the application is pending or during the term of any card granted thereon, there is any change in fact, policy, or method that would alter the information given in the application, the applicant shall notify the Police Department in writing within twenty-four (24) hours after such change.
- D. An applicant for a registration card shall, when the application is filed, pay the fee established by resolution of the City Council. The filing fee shall not exceed the administrative cost of processing the application and issuing the card.
- E. The Police Department shall issue the card to the applicant within ten (10) days after the date the completed application is filed.
- F. A registration card shall be valid for the period of time stated in the application but in no case shall the time exceed a period of one year from the date of the issuance of the permit.
- G. No registration card issued pursuant to this chapter shall be transferred or assigned, and any attempted assignment or transfer shall be void.
- H. The Chief of Police may waive the requirements of this chapter in whole or in part when he/she determines that a waiver is necessary to allow the solicitation of immediate aid in response to an emergency.

### **3-7-5: HANDBILLS IN PUBLIC PLACES:**

- A. No person shall distribute, deposit or place any handbill or any other written material intended for a commercial purpose in or on any public place. The provisions of this section shall not prohibit any person from personally delivering a handbill in any public place to any person willing to accept the handbill.
- B. No person shall distribute, deposit or place any handbill, or any other written material, in or upon any automobile or other vehicle in the City that displays a sign stating "No Handbills" or sign with similar wording that indicates the vehicle's owner, or driver does not wish to receive such materials.

### **3-7-6: HANDBILLS ON RESIDENTIAL PROPERTY:**

- A. No person shall distribute, deposit or place any handbill, or any other written material, in or to any residential property which has displayed any sign indicating "No Solicitors" or similar wording that no solicitation is desired by the occupant. All handbills distributed to, or deposited or placed in, any residential property shall contain a legible notice to the effect that anyone who does not desire to receive additional handbills may notify the person or organization responsible for the distribution, whose name, address and phone number shall be listed on the handbill. Subsequent to receipt of notice that the occupant does not desire additional handbills, the registration card holder(s) shall not distribute handbills to that residential property.
- B. Occupants of residential properties who visibly display "No Soliciting" signs, or signs with similar wording, may annually request to have their addresses included on a registry of residential properties whose occupants do not wish to receive unsolicited handbills or commercial solicitation. The registry shall be maintained by the Police Department and through the Department's website and shall be available on the City's website to the public and all potential commercial and noncommercial solicitors. It shall be a violation of this section for any commercial or noncommercial solicitor to distribute handbills or engage in commercial solicitation at or to any dwelling unit that is included on the City's "no soliciting" registry.

The provisions of this chapter shall not apply to the distribution of mail by the United States Post Office.

### **3-7-7: TIME, PLACE AND MANNER OF SOLICITATION:**

No person shall solicit in violation of any of the following provisions:

- A. No solicitation is permitted between the hours of Sunset and 8:00 a.m., except by prior appointment.
- B. No commercial solicitation is permitted at any residential property at which a sign is displayed indicating "No Solicitors" or a similar indication that no solicitation is desired by the occupant(s).
- C. No solicitor shall use profane or abusive language or verbal threats during any solicitation or following any refusal by the person solicited.



- D. No solicitor shall step onto or over the threshold of a doorway, unless invited to do so by the occupant(s).
- E. No solicitor shall place his/her hands, legs, or any portion of the body in any doorway or exit so that it would reasonably appear to the occupant that the door may not be closed or the exit may not be accessible, unless the occupant grants permission to do so.
- F. No solicitor shall refuse to leave the premises when asked to do so by the occupant(s).
- G. No solicitation shall occur when the person to be solicited is in or on any of the following places:
  - 1. During a live presentation or performance on any City property, unless the solicitation is authorized by the City or a special event permit.
  - 2. Inside a public transportation vehicle or public facility.
  - 3. Within fifty (50) feet of any automated teller machine.
  - 4. Outdoor and/or indoor dining areas of restaurants or other dining establishments serving food for immediate consumption without the express permission of the restaurant owner, manager or operator; or
  - 5. A queue of five or more people waiting to gain admission to a place or vehicle or waiting to purchase an item or admission ticket.
- H. No solicitor shall block or impede the path of the individual(s) being solicited.
- I. No solicitor shall continue to solicit, follow, or accompany any individual who has been solicited after the individual has asked the solicitor to leave or after the individual being solicited has declined the solicitation.
- J. No solicitor shall touch the individual(s) being solicited without that individual(s)' consent.
- K. No solicitor shall make any statements, gestures, or other communication which a reasonable person in the situation of the individual(s) being solicited would perceive to be a threat and has a reasonable likelihood to produce in the victim a fear that the threat will be carried out;
- L. No solicitor shall knowingly make false statements or misrepresentations during the course of the solicitation

## **November 4, 2025 Minutes Lemoore City Council Regular Meeting**

### **CALL TO ORDER:**

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

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

City Staff and contract employees present: City Manager Trejo; City Attorney Di Fillipo Smith; Police Chief Kendall; Finance Director Valdez; City Planner Brandt; Management Analyst Baley; Management Analyst Schisler; Management Analyst Hugie; Community Services Officer Perez; Building Inspector Oliver; Recreation Coordinator Matthews; Refuse Superintendent Banuelos; Police Sergeant Pescatore; City Clerk Avalos

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

*Pull item 4-7 from the agenda and bring it back to the next City Council meeting.*

### **1 – CEREMONIAL / PRESENTATION**

1-1 Recognition of former Planning Commissioner Ron Meade (Matthews)

*Mr. Meade was recognized for his service on the Lemoore Planning Commission.*

### **2 – STUDY SESSION**

2-1 Work-Based Learning and College Update (Trejo)

*Grant Ermis and Grace Flores provided an update from Lemoore College regarding where Lemoore College is at and future plans. They also provided information regarding the Work-Based Learning program. They invited everyone to the Dia de Los Muertos on Thursday, November 6<sup>th</sup> and Ribbon Cutting of the Visual Arts and Applied Sciences Building on December 4, 2025.*

### **PUBLIC COMMENT**

*Neyba Amezcua and Jeff Cowart from QK introduced themselves. Neyba has worked for a City for 17 years in Public Works. She recently joined the City of Lemoore's team. They have a couple of items on the agenda tonight and stated that if the Council has any questions for them, they will be available to answer.*

*Alex Walker stated that the Rotary Crab Feed is Saturday, November 8<sup>th</sup>. He stated that he still has tickets. He would love to sell them. He recently completed some research and spoke to historians in the community. He has learned a lot about the history of Rotary in Lemoore. They were instrumental in the creation of the Arbor. Rotary makes an impact everywhere. Dictionaries are donated to all schools every year. Books are donated to local schools and libraries. Rotary has been around and invested in the community for 67 years.*

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

*City Manager Trejo stated that the Fire Department's training center confirmed site is at 711 W. Cinnamon Drive next to the Public Works yard. There will be a planned groundbreaking ceremony soon. A few meetings back it was approved to notify our health insurance provider that the City was going to cancel membership in the JPA effective December 31<sup>st</sup>. New health insurance broker is on board and rates are significantly lower. QK has been the City's Engineer and Planner for years. Recently the City received RFQs to ensure the City is receiving the best rates and service. QK was recommended to stay as the City Planner and City Engineer.*

*Police Chief Kendall stated that National Night Out was well attended. He thanked all the volunteers who helped out with the event. Volunteers who cooked hot dogs and wrapped hot dogs. 700 hot dogs were provided at the event. The dates have been set for Reason for the Season and Presents on Patrol. The first shopping date will be December 6<sup>th</sup> at 6:00 a.m. at Walmart in Hanford. The second shopping date will be December 13<sup>th</sup>. Reason for the Season will be December 19<sup>th</sup> and Presents on Patrol will be December 22<sup>nd</sup>. This past weekend the department ran a DUI saturation patrol which resulted in 7 DUIs.*

### **4 – CONSENT CALENDAR**

- 4-1 Approval – Minutes – Regular Meeting– October 21, 2025
- 4-2 Approval – Engineering Task Order, Budget Amendment, Creation of Bike Lane and Striping Project #25009 and Bid Award for Cedar Lane Bike Path
- 4-3 Approval – Bid Award – Fire Station Roof Restoration
- 4-4 Information Only – Investment Report for the Quarter Ended September 30, 2025
- 4-5 Approval – Purchase of Three (3) Refuse/Sweeper Vehicles
- 4-6 Approval – SB-1 2025 Road Maintenance Task Order
- 4-7 Approval – Resolution 2025-34 – Outlining Benefits for the Unrepresented Employees of the City and Approving Changes
- 4-8 Approval – Agreements for Professional Planning Services Consultant and On-Call Consultant
- 4-9 Approval – Agreement for Professional Engineering Services

*Items 4-4 and 4-5 were pulled for separate consideration.*

*Motion by Council Member Brewster, seconded by Mayor Pro Tem Gornick, to approve the Consent Calendar, except items 4-4 and 4-5.*

*Ayes: Brewster, Gornick, Lyons, Cruz, Matthews*

- 4-4 Information Only – Investment Report for the Quarter Ended September 30, 2025

*Motion by Mayor Pro Tem Gornick, seconded by Council Member Brewster, to approve the Investment Report for the Quarter Ended September 30, 2025.*

*Ayes: Gornick, Brewster, Cruz, Lyons, Matthews*

- 4-5 Approval – Purchase of Three (3) Refuse/Sweeper Vehicles

*Motion by Council Member Brewster, seconded by Council Member Lyons, to approve the purchase of Three (3) Refuse/Sweeper Vehicles.*

*Ayes: Gornick, Brewster, Cruz, Lyons, Matthews*

## **5 – PUBLIC HEARINGS**

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

*No Public Hearings.*

## **6 – NEW BUSINESS**

6-1 Report and Recommendation – Potential Projects for City-Owned Property Located at 311 E Street (Trejo)

*Consensus was received to utilize the property for Recreation purposes.*

## **7 – CITY COUNCIL REPORTS AND REQUESTS**

*Council Member Brewster apologized for missing the last meeting. He was assigned to a search team to search for an individual in Shaver Lake. Fall ball is wrapped up. He stated that the Griswold LaSalle Community Foundation Cook of was a very well ran fundraiser. He asked if one can be done in Lemoore.*

*Council Member Lyons thanked Mr. Meade. Commission on Aging is going well. He thanked staff and public safety.*

*Council Member Cruz thanked City staff, Police and Fire.*

*Mayor Pro Tem Gornick stated that he missed a couple of meetings. He complimented the City Manager and staff. Each report shows progress.*

*Mayor Matthews stated that KCAO does not have any extra food distributions planned. Lemoore residents can go to Lemoore Christian Aide once a month to pick up food. Lemoore College will have a drive through food distribution on November 7<sup>th</sup>. The Monte Carlo Fundraiser will be on November 7<sup>th</sup>. The funds raised will go towards the food bank in Hanford. KWRA meeting was pushed back to November 6<sup>th</sup>. Board of Supervisors discussed Project Green Light. She attended the Tractor Supply Hometown Heroes event. The Lemoore Community Mixer was well attended. She also attended the Candy Crawl event, Lemoore Library Groundbreaking ceremony, Lemoore Night Out, and Battle of the Badges. Upcoming events include Rotary crab Feed and Veterans Day Parade.*

*At 6:37 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 54956.9(d)(1)  
Conference with Legal Counsel – Litigation Update

## **REPORT OUT FROM CLOSED SESSION**

*No report from Closed Session.*

**ADJOURNMENT**

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

*Approved the 18<sup>th</sup> day of November 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:** Marissa Trejo, City Manager  
**Date:** October 27, 2025 **Meeting Date:** November 18, 2025  
**Subject:** Resolution 2025-34 – Benefits for the Unrepresented Employees of the City and Approving Changes

**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:**

Adoption of Resolution 2025-34, a Resolution of the City Council of the City of Lemoore outlining benefits for unrepresented employees and approving benefit changes effective January 5, 2026.

**Subject/Discussion:**

Resolution 2025-34 serves to restate existing benefits and implement updates for unrepresented employees beginning January 5, 2026.

**Key changes and additions include:**

1. **Updated Salary Assignments** – Reclassification of unrepresented positions within the City’s salary schedule to reflect current market and internal equity adjustments.
2. **Bilingual Pay** – Addition of a 3.5% pay differential for designated positions upon successful completion of a bilingual skills assessment (Spanish).
3. **Education Incentive Pay** – Implementation of up to 5% additional pay based on attainment of degrees above the required education level for each position.
4. **Longevity Bonuses** – Establishment of \$5,000 milestone bonuses for every five years of continuous service beginning at 10 years.
5. **Certificate Pay** – A 5% pay differential for Superintendents possessing a valid California Class B driver’s license.

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6. **Vacation Accrual and Cash-Out** – Revised accrual caps and the option for employees to cash out up to 40 hours of vacation leave annually.
7. **Health Benefit Contributions** – Adjusted City contribution rates to reflect tiered coverage levels (\$1,350 employee-only, \$1,800 employee + one, \$2,100 family).

All other benefits currently in effect—including floating holidays, management leave, deferred compensation match, life insurance, tuition reimbursement, and homebuyer program—will remain unchanged.

**Financial Consideration(s):**

The proposed changes will result in modest fiscal impacts due to added incentives (bilingual pay, longevity bonuses, and education pay). These costs are expected to be absorbed within departmental salary and benefits budgets and are consistent with compensation adjustments provided to represented employee groups.

**Alternatives or Pros/Cons:**

**Pros:**

- Improves Recruitment and Retention
- Enhances Equity and Consistency

**Cons:**

- Increased Fiscal Impact

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends that the City Council adopt Resolution 2025-34, a Resolution of the City Council of the City of Lemoore outlining benefits for unrepresented employees and approving benefit changes effective January 5, 2026.

**Attachments:**

- ☒ Resolution: 2025-34
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☐ Other
- List:

**Review:**

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

**Date:**

- 11/12/2025
- 11/12/2025
- 
- 11/10/2025

**RESOLUTION NO. 2025-34**

**A RESOLUTION OF THE LEMOORE CITY COUNCIL OUTLINING  
BENEFITS FOR THE UNREPRESENTED EMPLOYEES OF THE CITY AND  
APPROVING CHANGES**

**WHEREAS**, the City of Lemoore, through its City Manager, seeks to outline the benefits provided to unrepresented employees of the City; and

**WHEREAS**, the City of Lemoore, through its City Manager, seeks to make additional changes to the benefits provided to unrepresented employees; and

**WHEREAS**, the City Council now desires to formally outline existing benefits and approve changes reflected in this Resolution.

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

Non-Represented Employee Positions within the City of Lemoore:

**Confidential – FLSA Non-Exempt**

Administrative Assistant II/Fire Prevention Inspector  
Executive Assistant  
Human Resources Assistant  
Human Resources Generalist  
Payroll Technician

**Mid-Management – FLSA Exempt**

Accountant  
Assistant Public Works Director  
City Clerk/Executive Assistant  
Community Services Manager  
Emergency Dispatch Supervisor  
Finance Manager  
Information Technology Analyst  
Information Technology Manager  
Management Analyst  
Recreation Manager  
Police Captain  
Police Lieutenant  
Police Records Supervisor  
Superintendent  
Wastewater Chief Plant Operator



**Management/Department Head – FLSA Exempt**

City Manager\*

Community Development Director

Finance Director

Police Chief\*

Public Works Director

\*Some benefits may differ based on Employment Agreement and employee will be provided the greater benefit

**Benefits currently in effect and to remain in effect:**

1. Floating Holidays

All Non-Represented employees shall earn forty (40) hours of Floating Holiday each fiscal year. Floating Holiday hours are “use it or lose it” and shall not roll from one fiscal year to another.

2. Health Benefits

The City’s Contribution to the employee health benefits covered by the City’s cafeteria plan will be capped at one thousand seven hundred ten dollars (\$1,710.00) per month for the covered plan year for all Non-Represented employees.

Employees who retire with CalPERS, within one hundred twenty (120) days of retirement from the City of Lemoore, may continue to be covered by the same health insurance program and provisions as acting employees with premiums being paid 100% by the retired employee. This coverage shall cease when either the retired employee reaches age 65 or stops making premium payments, whichever comes first.

3. Health Opt-Out Benefit:

The City no longer provides health opt-out benefits to new employees or to those who do not currently receive the health opt-out benefit. Currently it will be defined as those employees receiving the health opt-out benefits as of October 15, 2017. Employees who currently receive the health opt-out benefit, can continue to receive it until they are no longer employed by the City or if they choose to receive health insurance. Health opt-out benefit payments shall remain at the same rate of \$359.52, regardless of increase in health insurance benefits or contributions by the City for health insurance.

4. Recreation Registration Fees

Non-Represented employees shall pay no registration fees for dependent children for City operated recreation programs.

5. Facility Rental

Non-Represented employees may rent City facilities for a cumulative total of six (6) hours, free of charge with no facility rental fee, once per year. Availability is not guaranteed and is on a first come/first served basis.

6. Management Leave

Mid-Management Employees shall earn sixty-four (64) hours of Management Leave each fiscal year.

Management/Department Head Employees shall earn eighty (80) hours of Management Leave each fiscal year.

Management Leave hours are “use it or lose it” and shall not roll from one fiscal year to another.

7. 457 Deferred Compensation Match

The City will contribute two percent (2%) of the employee’s base wage into a 457 deferred compensation program for the following positions: Superintendent, Recreation Manager, Records Supervisor, Public Works Director, Police Lieutenant, Management Analyst, IT Manager, IT Analyst, Finance Manager, and City Clerk. The City will provide an additional dollar-for-dollar match of up to two percent (2%) of the employee’s base wage for voluntary contribution into the deferred compensation program for the following positions: Superintendent, Recreation Manager, Records Supervisor, Public Works Director, Management Analyst, IT Analyst, IT Manager, and City Clerk. The total City contribution will be capped at four percent (4%) for these positions. For the Police Lieutenant and Finance Manager positions, the City will provide an additional dollar-for-dollar match of up to four percent (4%) of the employee’s base wage for voluntary contribution into the deferred compensation program. The total City contribution will be capped at six percent (6%).

The City will contribute four percent (4%) of the employee’s base wage into a 457 deferred compensation program for the following positions: Police Chief, Finance Director, and Assistant Public Works Director. The City will provide an additional dollar-for-dollar match of up to two percent (2%) of the employee’s base wage for voluntary contribution into the deferred compensation program. The total City contribution will be capped at six percent (6%).

8. Retirement

The City participates in the California Public Employee’s Retirement System (CalPERS).

The Police Lieutenant, Police Captain and Police Chief positions are part of the City's Safety Plan with CalPERS. All other Non-Represented positions are part of the City's Miscellaneous Plan.

Classic Members are those employees who became members of CalPERS prior to January 1, 2013 and meet CalPERS eligibility requirements for Classic membership. Employees who became members of CalPERS on January 1, 2013, or thereafter, are considered New or PEPRA Members.

The Classic Miscellaneous Plan is 2% at 55. The New/PEPRA Miscellaneous Plan is 2% at 62.

The Classic Safety Plan is 2% at 50. The New/PEPRA Safety Plan is 2.7% at 57.

The City pays the Employer portion of the plan as defined by CalPERS and the employees pay the Employee portion of the plan as defined by CalPERS.

9. State Disability Insurance

The City pays the State Disability Insurance (SDI) premium on behalf of all Non-Represented employees.

10. Designated Holidays

For all Non-Represented employees, designated holidays are as follows and are reflective of the employee's designated number of work hours:

New Year's Day	Martin Luther King Jr Day
Presidents' Day	Memorial Day
Independence Day	Labor Day
Veteran's Day	Thanksgiving Day
Day After Thanksgiving Day	Christmas Eve Day
Christmas Day	New Year's Eve Day

11. Sick Leave

Sick Leave accruals are to be earned as directed by the City of Lemoore Personnel Guidelines. All available sick leave may be used for employee or a qualifying family member.

12. Vacation Leave

Vacation time is accrued bi-weekly from the time of hire and the schedule is shown below:

Months of Service	Days of Vacation per Year	Bi-Weekly Accrual	Maximum Accrual
0-24 months of service	12	3.70 hours	176 hours
25-48 months of service	14	4.31 hours	208 hours
49-108 months of service	16	4.93 hours	240 hours
109-168 months of service	19	5.85 hours	288 hours
169-239 months of service	20	6.16 hours	304 hours
240 months & above	21	6.47 hours	320 hours

13. Uniform Allowance

For Police Lieutenants, Police Captains and Police Chief, the City shall pay an annual uniform allowance of \$1,200.00 payable the last pay period of November.

For Emergency Dispatch Supervisor and Records Supervisor, the City shall pay an annual uniform allowance of \$700.00 payable the last pay period of November.

For Superintendents/Chief Plant Operators, the City shall either provide uniforms and the maintenance of such uniforms, OR the City shall pay an annual uniform allowance of \$500.00 payable the last pay period of November.

14. Boot Allowance

For Superintendents/Chief Plant Operators, the City agrees to pay \$200.00, per fiscal year, boot allowance, payable by reimbursement upon presentation of a valid receipt.

15. Life Insurance

The City provides all Non-Represented employees with City paid term life insurance coverage in the amount of fifty thousand dollars (\$50,000) with the option for the employee to purchase additional coverage.

16. Automobile Assignment

The City Manager may, at his/her discretion, assign a City vehicle to any Non-Represented employee OR provide a vehicle allowance, not to

exceed five hundred dollars (\$500.00) per month, to any Management/Department Head employee.

17. Cell Phone

The City Manager may, at his/her discretion, assign a City cell phone to OR provide a monthly cell phone allowance, not to exceed fifty dollars (\$50.00) per month, to any Non-Represented employee.

18. Tuition Reimbursement

All Non-Represented employees shall be eligible to receive up to \$1,500.00 per fiscal year for lower division coursework, \$3,000.00 per fiscal year for upper division coursework, and \$5,000.00 per fiscal year for graduate degree coursework, in accordance with the tuition reimbursement program.

19. Home Buyer's Program

Permanent, full-time Non-Represented employees are eligible to apply for and receive a loan in the amount of ten thousand dollars (\$10,000.00) to be used for the purchase of a home within City of Lemoore limits. The home purchased must be the employee's primary residence. Any change in residence by the employee or if the employee sells the home, the loan, or the pro-rata portion of the loan owed at the time, must be repaid to the City within thirty (30) days from the change in residence or at the close of escrow, whichever occurs first.

Employee agrees that a lien will be placed on the property in the amount of the loan. For each year of employment with the City following the date of the loan, one thousand dollars (\$1,000.00) will be forgiven. After ten (10) years of employment with the City, the loan will be forgiven in its entirety. If employment ceases, either because of termination, resignation, layoff, or for any other reason, prior to the completion of ten (10) years of service, the amount owed at the time of cessation of employment must be repaid immediately. In order to ensure the City receives the funds owed should employment cease, the employee agrees that the amounts owed will be deducted automatically from the employee's last pay check as outlined in the promissory note.

After ten (10) years, or any time after the amount has been repaid to the City, the employee may be eligible for a second loan in the same amount for a new home within Lemoore City limits under the same restrictions and terms outlined above.

Upon satisfaction of the term, the City Manager will release the employee from responsibility of the loan, unless there is a conflict of interest between the City Manager and the employee pursuant to Government Code Section 1090.

**Benefits to be changed or added effective January 5, 2026. All others remain in effect:**

1. Salary Assignments

The following positions will be assigned to the following pay grades on the City of Lemoore Salary Schedule:

<b><u>Position</u></b>	<b><u>Range</u></b>
Accountant	80
Administrative Assistant II/Fire Prevention Inspector	67
Assistant Public Works Director	126
City Clerk/Executive Assistant	103
City Manager	Contract
Community Development Director	140
Community Services Manager	122
Emergency Dispatch Supervisor	79
Executive Assistant	85
Finance Director	145
Finance Manager	103
Human Resources Assistant	45
Human Resources Generalist	71
Information Technology Analyst	98
Information Technology Manager	122
Management Analyst	93
Payroll Technician	60
Police Captain	137
Police Chief	153
Police Lieutenant	129
Police Records Supervisor	66
Public Works Director	145
Recreation Manager	98

Superintendent	93
Wastewater Chief Plant Operator	109

2. Bilingual Pay

The following positions are eligible for Bilingual Pay in the amount of 3.5% of base pay, for fluency in Spanish, if applicable:

Administrative Assistant II/Fire Prevention Inspector

City Clerk/Executive Assistant

Executive Assistant

Police Lieutenant

Human Resources Assistant

Human Resources Generalist

Recreation Manager

In order to receive Bilingual Pay, employee must successfully complete bilingual skills assessment administered by the City of Lemoore.

3. Education Incentive Pay

All Non-Represented employees are eligible for Education Incentive Pay if they possess a college degree above what is expected of their position per the City of Lemoore Job Description for the corresponding position. Below is a summary of positions and expected education requirements:

<b><u>Position</u></b>	<b><u>Education Req</u></b>
Accountant	Bachelor's Degree
Administrative Assistant II/Fire Prevention Inspector	High School Diploma
Assistant Public Works Director	Bachelor's Degree
City Clerk/Executive Assistant	Associate's Degree
City Manager	Bachelor's Degree
Community Development Director	Bachelor's Degree
Community Services Manager	Bachelor's Degree
Emergency Dispatch Supervisor	High School Diploma
Executive Assistant	Associate's Degree
Finance Director	Bachelor's Degree
Finance Manager	Bachelor's Degree

Human Resources Assistant	High School Diploma
Human Resources Generalist	Associate's Degree
Information Technology Analyst	High School Diploma
Information Technology Manager	Bachelor's Degree
Management Analyst	Bachelor's Degree
Payroll Technician	High School Diploma
Police Captain	Associate's Degree
Police Chief	Bachelor's Degree
Police Lieutenant	Associate's Degree
Police Records Supervisor	High School Diploma
Public Works Director	Bachelor's Degree
Recreation Manager	Bachelor's Degree
Superintendent	High School Diploma
Wastewater Chief Plant Operator	Bachelor's Degree

Employees shall receive Education Incentive Pay in the amount of 2.5% of base pay for possession of a college degree one level above what is expected of their position as stated above. Employees shall receive Education Incentive Pay in the amount of an additional 2.5% (5% total) of base pay for possession of a college degree two levels above what is expected of their position as stated above. The maximum combined Education Incentive Pay is 5%.

#### 4. Longevity Bonuses

All Non-Represented employees are eligible for Longevity Bonuses in the following schedule:

- a. \$5,000.00 upon completion of the 10<sup>th</sup> year of consecutive service to the City of Lemoore;
- b. \$5,000.00 upon completion of the 15<sup>th</sup> year of consecutive service to the City of Lemoore;
- c. \$5,000.00 upon completion of the 20<sup>th</sup> year of consecutive service to the City of Lemoore;
- d. \$5,000.00 upon completion of the 25<sup>th</sup> year of consecutive service to the City of Lemoore;
- e. \$5,000.00 upon completion of the 30<sup>th</sup> year of consecutive service to the City of Lemoore.



Longevity Bonuses are not retroactive and will be applied as stated above after completion of consecutive service that is applicable on or after January 5, 2026.

5. Certificate Pay

Superintendents/Chief Plant Operators are eligible for premium pay for the possession of a California Class B Driver's License in the amount of 5% of base pay.

6. Vacation Leave

Vacation time is accrued bi-weekly from the time of hire and the schedule is shown below:

Months of Service	Days of Vacation per Year	Bi-Weekly Accrual	Maximum Accrual
0-24 months of service	12	3.70 hours	226 hours
25-48 months of service	14	4.31 hours	254 hours
49-108 months of service	16	4.93 hours	290 hours
109-168 months of service	19	5.85 hours	338 hours
169-239 months of service	20	6.16 hours	354 hours
240 months & above	21	6.47 hours	370 hours

7. Vacation Cash Out

At the employee's written request, the City will cash out, at the then current rate of pay, up to forty (40) hours of vacation leave.

8. Health Benefits

The City's Contribution to the employee health benefits covered by the City's cafeteria plan will be capped at one thousand three hundred fifty dollars (\$1,350.00) per month for employee only coverage, eighteen hundred dollars (\$1,800.00) per month for employee plus one dependent coverage, and twenty one hundred dollars (\$2,100.00) per month for employee plus two or more dependent coverage for the covered plan year for all Non-Represented employees.

Employees who retire with CalPERS, within one hundred twenty (120) days of retirement from the City of Lemoore, may continue to be covered by the same health insurance program and provisions as acting employees with premiums being paid 100% by the retired employee. This coverage shall cease when either the retired employee reaches age 65 or stops making premium payments, whichever comes first.

9. 457 Deferred Compensation Match

The City will provide a dollar-for-dollar match of up to two percent (2%) of Confidential Employee's base wages for voluntary contribution into the deferred compensation program. The City Match will be capped at 2%.

The City will contribute two percent (2%) of the Mid-Management Employee's base wage into a 457 deferred compensation program. The City will provide an additional dollar-for-dollar match of up to four percent (4%) of the employee's base wage for voluntary contribution into the deferred compensation program. The total City contribution will be capped at six percent (6%).

The City will contribute four percent (4%) of the Management Employee's base wage into a 457 deferred compensation program. The City will provide an additional dollar-for-dollar match of up to two percent (2%) of the employee's base wage for voluntary contribution into the deferred compensation program. The total City contribution will be capped at six percent (6%).

**PASSED AND ADOPTED** at a Regular Meeting of the City Council of the City of Lemoore held on the 18<sup>th</sup> day of November 2025 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

APPROVED:

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Marisa Avalos  
City Clerk

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Patricia Matthews  
Mayor



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**Staff Report**

**Item No: 4-3**

**To:** Lemoore City Council  
**From:** Michael Kendall, Chief of Police  
**Date:** November 6, 2025                      **Meeting Date:** November 18, 2025  
**Subject:** Police Department Update – October 2025

**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 October 2025 update for the Police Department.

**Subject/Discussion:**

See attached.

**Financial Consideration(s):**

N/A

**Alternatives or Pros/Cons:**

N/A

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Approval of the October 2025 update for the Police Department.

**Attachments:**                      **Review:**                      **Date:**

*“In God We Trust”*

<input type="checkbox"/> Resolution:		
<input type="checkbox"/> Ordinance:	<input checked="" type="checkbox"/> City Attorney	11/12/2025
<input type="checkbox"/> Map	<input checked="" type="checkbox"/> City Clerk	11/12/2025
<input type="checkbox"/> Contract	<input type="checkbox"/> City Manager	
<input checked="" type="checkbox"/> Other	<input checked="" type="checkbox"/> Finance	11/12/2025
List: October 2025 Police Department Update		

# October 2025

## Monthly Report

### Part 1 Crimes Statistics



	Last Oct	This Oct	YTD 2024	YTD 2025	YTD Increase/Decrease
HOMICIDE	0	0	0	1	1
RAPE	1	0	13	12	-1
ROBBERY	0	2	12	4	-8
ASSAULT	9	10	62	90	28
BURGLARY	1	9	20	34	14
LARCENY	14	14	149	177	28
AUTO THEFT	5	4	59	25	-34
TOTAL PART ONE	30	39	315	343	28

### Notable Investigations and Arrests:

L2502887-On 10/04/2025 at approximately 5:40PM, LPD officers were dispatched to SR-198 and S. Lemoore Ave. regarding a stolen vehicle FLOCK hit. Officers arrived in the area and located the stolen vehicle. Upon contacting the driver, he was found to be under the influence of alcohol and in possession of a controlled substance. The suspect was arrested and booked into the Kings County Jail.

L2502891-On 10/04/2025 at approximately 11:32PM, LPD officers were dispatched to the 300blk of G St. regarding a stabbing. Officers arrived on scene and located the victim. The victim was transported to a local area hospital where he was treated and released. Officers later located and arrested the suspect. He was booked into the Kings County Jail.

L2503020-On 10/18/2025 at approximately 9:24PM, LPD officers were dispatched SR-198 and 19<sup>th</sup> Ave. regarding a stolen vehicle FLOCK hit. Officers arrived in the area and located the stolen vehicle. The occupants of the vehicle were arrested and booked into the Kings County Jail.

L2503067-On 10/24/2025 at approximately 2:32AM, LPD officers were dispatched to the area of 18<sup>th</sup> Ave and Iona Ave. regarding a stolen vehicle FLOCK hit. Officers arrived in the area and located the vehicle in the Mavericks parking lot. The occupants were arrested and booked into the Kings County Jail.

### Code Enforcement and Animal Control Statistics:

Total Code Enforcement Calls for Service: 193

Property Abatement Cases: 38

Vehicle Abatement Cases: 6

Animal Control Calls for Service:	192
Animal Control Criminal Cases:	11



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## Staff Report

**Item No: 4-4**

**To:** Lemoore City Council  
**From:** Josalynn Valdez, Finance Director  
**Date:** November 10, 2025 **Meeting Date:** November 18, 2025  
**Subject:** Finance Department Update – September & October 2025

**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:**

Receive and approve the September and October 2025 update for the Finance Department.

**Subject/Discussion:**

In the months of September and October, 538 business licenses were issued. Largely these are due to the conversion from the legacy system into Tyler Munis.

Finance continues to assist with the implementation of the remaining Tyler Munis modules Enterprise Asset Management - Work Order for Public Works.

Public Works has gone live as of November 10, 2025 for this module. This module serves as the tracking mechanism for all work orders generated through the Public Works Department.

The council agenda module is being sought after still. This software will build and retain the city council meeting agendas with all staff reports and documents attached.

**Financial Consideration(s):**

N/A

**Alternatives or Pros/Cons:**

*“In God We Trust”*

N/A

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Receive and approve of the September and October 2025 update for the Finance Department.

**Attachments:**

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

**Review:**

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

**Date:**

11/10/2025  
11/10/2025  
11/10/2025  
11/10/2025

List: September - October 2025 Business Licenses Issued



Business License Number	Business Name	Address	Business License Type	Status	Business License Year	Business License Issued Date	Business License Expiration Date
CONT-000696-2025	Prolite Signs	12645 Hanford Armona Rd	Contractor Business Outsic	Issued	2025	9/3/2025	12/31/2025
GROSS-000954-2025	Buena Suerte Ink	507 W Cortner St.	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000957-2025	Campisenos Farm Labor Cr	311 C ST Unit: SUITE A	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000958-2025	Candice Flowers	330 B ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000956-2025	Cameron Hernandez	216 Heinlen St.	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000965-2025	Destined to Create by Irene	222 HEINLEN ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000963-2025	CNC Barber Lounge	357 W D ST Unit: SUITE C	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000959-2025	Cencal Auto & Truck Parts I	133 E ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000960-2025	Century 21 Jordan-Link & C	327 W D ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000962-2025	Chicas	329 FOX ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000961-2025	Century Transmission	421 E ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000966-2025	Domino's Pizza	25 W D ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000968-2025	Efficient Wellness	449 W D ST Unit: SUITE B	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000969-2025	El Rancho Carniceria	335 HEINLEN ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000967-2025	JENNS GROOMING	330 B St	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000975-2025	GQ Barber Shop	238 C ST Unit: SUITE H&I	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000971-2025	JONES COLLISION CENTEF	113 E St	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000973-2025	Family Dental Care of Lemr	446 C ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000972-2025	ERMJ Ground Service	238 C ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000974-2025	Farmers Insurance	331 FOX ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000977-2025	Hair Hijinx- Jennifer Navarr	357 W D ST Unit: SUITE B	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000976-2025	GSP Studio	323 Heinlen St.	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000978-2025	Heritage Real Estate and Pr	321 C ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000981-2025	KILL CUPID STUDIO LLC	349 W D ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000980-2025	Roza's Jewelers	302 W D St.	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000982-2025	Ryan Bodiroga	246 W D ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000979-2025	KELLY SANCHEZ	965 E Cinnamon Dr	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000986-2025	KUSINA GRILL HOUSE LLC	142 W D St	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000985-2025	Shirdhi Inc.	110 W D ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000984-2025	KILL CUPID TATTOO	349 W D St	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000983-2025	Sanctuary Juice'n Smoothie	358 W D ST	Gross Receipts	Issued	2025	9/3/2025	12/31/2025
GROSS-000994-2025	Tracy Slack Counseling	311 C ST Unit: SUITE B	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000992-2025	The Karate School	325 E ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000991-2025	Tana's Pet Grooming	330 B ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000989-2025	Special Touch	310 HEINLEN ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000993-2025	The Stereo Workz	327 N Lemoore Ave	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000990-2025	Supermercado Leon	250 W D ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001002-2025	Abe's Churros	725 CHAMPION ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000999-2025	7 Eleven 35068B	1790 W BUSH ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000998-2025	7 Eleven 16373D	1110 N LEMOORE AVE	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000997-2025	Zeny's Filipino Cuisine	325 W D ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001001-2025	AAA Radiators & Mufflers- S	724 N LEMOORE AVE	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000995-2025	Trendsetters	135 C ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-000996-2025	Valley Pure	300 E St.	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001000-2025	A.G. Lawn Mower Service	592 VINE ST Unit: UNIT A	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001003-2025	Adolfo's Liquor	88 N 19 1/2 AVE	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
CONT-000268-2025	Evergreen Solar & Construc	17475 Gillette Ave Suite	Contractor Business Outsic	Issued	2025	9/4/2025	12/31/2025
GROSS-001004-2025	Adolfo's Lounge	44 N 19 1/2 AVE	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001006-2025	All Star Barber Shop	155 W HANFORD	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001005-2025	Aguilar's Automotive	1069 IONA AVE Unit: #B	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
FLAT-001007-2025	All Valley Cleaning	5392 N. Colonial Ave Apt B	Flat	Issued	2025	9/4/2025	12/31/2025
CONT-001008-2025	RidgeValley Roofing, Inc.	1420 Mesa Creek Dr.	Contractor Business Outsic	Issued	2025	9/4/2025	12/31/2025
GROSS-001010-2025	Allegiance Collision	1500 ENTERPRISE DR	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001011-2025	Al's U-Haul and Propane	100 S 19 1/2 AVE	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001012-2025	Angel's Gardening Service	718 VINE ST	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001013-2025	Argonaut Food Partners, LL	1019 N LEMOORE AVE	Gross Receipts	Issued	2025	9/4/2025	12/31/2025
GROSS-001014-2025	Tres Amigos Lemoore LLC	850 E D ST	Gross Receipts	Issued	2025	9/5/2025	12/31/2025
CONT-000652-2025	Facing The Sun FBG Home	4368 N Brawley Ave Suite	Contractor Business Outsic	Issued	2025	9/9/2025	12/31/2025
NP-001009-2025	Lemoore Police Activities L	658 Hill St	NonProfit	Issued	2025	9/9/2025	12/31/2025
CONT-000988-2025	Urners	4110 Wible Rd.	Contractor Business Outsic	Issued	2025	9/8/2025	12/31/2025

GROSS-001015-2025	GRULLENSE MARKET INC	1216 N LEMOORE AVE	Gross Receipts	Issued	2025	9/9/2025	12/31/2025
GROSS-001018-2025	Lemoore Auto Supply	41 E St.	Gross Receipts	Issued	2025	9/9/2025	12/31/2025
VEHICLE-001016-2025	Urban Jungle Grow Co	863 Greenfield Ave	Vehicles	Issued	2025	9/9/2025	12/31/2025
CONT-000776-2025	BUILDER SERVICES GROUP	475 N Williamson Blvd	Contractor Business Outsite	Issued	2025	9/9/2025	12/31/2025
GROSS-001017-2025	Roll For Therapy	920 Redwood Ln	Gross Receipts	Issued	2025	9/9/2025	12/31/2025
GROSS-000953-2025	Aj's Custom Creations	1130 Redwood Ln	Gross Receipts	Issued	2025	9/9/2025	12/31/2025
GROSS-001020-2025	Autozone West Inc.	844 N LEMOORE AVE	Gross Receipts	Issued	2025	9/9/2025	12/31/2025
GROSS-000251-2025	AYR AG LLC	1655 S 19th AVE	Gross Receipts	Issued	2025	9/9/2025	12/31/2025
CONT-001019-2025	JOHNSON FIRE PROTECTIVE	732 N ELKO ST	Contractor Business Outsite	Issued	2025	9/9/2025	12/31/2025
GROSS-001021-2025	B & D Quality Cleaners	111 E HANFORD ARMONA	Gross Receipts	Issued	2025	9/9/2025	12/31/2025
GROSS-001022-2025	Base Camp Cannabis Company	1526 VENTURE PL	Gross Receipts	Issued	2025	9/9/2025	12/31/2025
GROSS-001026-2025	Best Western Inn & Suites	820 E BUSH ST	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001023-2025	Beal Properties Inc.	10 N Belle Haven Dr.	Gross Receipts	Issued	2025	9/9/2025	12/31/2025
GROSS-001033-2025	Canine Corner	55 E D ST Unit: UNIT I	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001027-2025	Blue Edge Capital LLC	1096 PARADISE DR	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001028-2025	Bounce 4 Fun - Martin Perez	676 BRISCA CT	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001029-2025	Burger King #9474	65 W HANFORD ARMONA	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001032-2025	California Self Storage	298 N 19 1/2 AVE	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001030-2025	Burger Shack	718 N LEMOORE AVE	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001031-2025	California Printwear	113 GRAND AVE	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001035-2025	Captiv8 Sk8 Gear	55 E D ST Unit: UNIT H	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-000096-2025	Ignite Foods Corp	855 N Lemoore Ave Unit:	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001034-2025	Cannon Moving & Storage	445 IONA AVE	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001038-2025	Ceballos Tax Service Inc.	25 W D ST Unit: STE A	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001036-2025	Carlos' Child Care	743 VENICE AVE	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001037-2025	Carrie's Childcare Connect	255 VINE ST	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
001041-2025	Casas Catering and Kettle	1450 ALMOND CT	Veteran Exempt	Issued	2025	9/10/2025	12/31/2025
CONT-001040-2025	JONES COVEY GROUP	9595 LUCAS RANCH RD	Contractor Business Outsite	Issued	2025	9/10/2025	12/31/2025
CONT-001039-2025	JON CASEY CONSTRUCTION	PO BOX 548	Contractor Business Outsite	Issued	2025	9/10/2025	12/31/2025
CONT-001044-2025	JORGENSEN & COMPANY	2467 FOUNDRY PARK AVE	Contractor Business Outsite	Issued	2025	9/10/2025	12/31/2025
GROSS-001046-2025	Lemoore Hardware	217 W D ST	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001042-2025	Lemoore Barber Shop	251 W D ST	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001045-2025	Lemoore Food Locker	205 FOX ST	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001043-2025	Lemoore Dog Grooming	325 FOX ST	Gross Receipts	Issued	2025	9/10/2025	12/31/2025
GROSS-001049-2025	Lou's Tattoos & Body Piercing	246 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001048-2025	Louis Bumpus Jr.	246 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001051-2025	Maria Elena Del Carmen Esquivel	130 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001047-2025	Leon's	288 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001050-2025	Lucy Hair Studio	130 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001052-2025	Metamorphosis Salon	331 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001053-2025	Michael Daniel- Artistic Design	214 HEINLEN ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
CONT-000710-2025	Reliable Energy	7201 Rosecrans Ave	Contractor Business Outsite	Issued	2025	9/11/2025	12/31/2025
CONT-001055-2025	FIBER CARE BATHS, INC.	173 Bridon Way	Contractor Business Outsite	Issued	2025	9/11/2025	12/31/2025
CONT-000701-2025	R&S Erection Tri County Inc	5265 Jerusalem Ct.	Contractor Business Outsite	Issued	2025	9/11/2025	12/31/2025
GROSS-001058-2025	Ocean City Restaurant	247 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001056-2025	MR BALLOONS	321 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001064-2025	Point Break Solutions LLC	406 E BUSH ST	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001060-2025	Pereira's Jewelry Design	335 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001061-2025	PG&E	208 W D St	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001059-2025	Paz Graciela Rangel- Heart	222 HEINLEN ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001063-2025	Plain Insane Graphics	226 HEINLEN ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001062-2025	Phipps-Dale Funeral Chapel	420 W D ST	Gross Receipts	Issued	2025	9/11/2025	12/31/2025
GROSS-001071-2025	Christina M Baltazar	436 CANTEBURY DR	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001065-2025	Christine Powell	331 W D ST	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001069-2025	Chavelitas Balloons	744 VENICE AVE	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001070-2025	Chelastar Garden	155 THYME ST	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001067-2025	Reyna's Restaurant Inc.	333 E ST	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001068-2025	Cesar's Tailor Shop	316 W D St.	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001074-2025	Mike's Lawn Service	953 AVOCADO DR	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001078-2025	NEW CINGULAR WIRELESS	1108 N LEMOORE AVE	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001073-2025	CMJ Ross Inc.	161 W HANFORD	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001076-2025	MUDD QUEENS TUMBLER	632 OLEANDER AVE	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
GROSS-001075-2025	Mildred Jones Income Tax & More	1288 ACACIA CT	Gross Receipts	Issued	2025	9/12/2025	12/31/2025

GROSS-001072-2025	Chubby's Diner	885 N Lemoore Ave Unit	Gross Receipts	Issued	2025	9/12/2025	12/31/2025
VEHICLE-001085-2025	Pena's Disposal Inc	12094 Avenue 408	Vehicles	Issued	2025	9/17/2025	12/31/2025
VEHICLE-001081-2025	The Flour Dusted Table	2801A SKYHAWK CT	Vehicles	Issued	2025	9/17/2025	12/31/2025
CONT-000434-2025	California Top Air	515 Lotus Dr.	Contractor Business Outsic	Issued	2025	9/18/2025	12/31/2025
CONT-001089-2025	Joseph Rioux	230 Bush St.	Contractor Business Outsic	Issued	2025	9/18/2025	12/31/2025
CONT-001093-2025	JR Electric	1099 E. Champlain Ave	Contractor Business Outsic	Issued	2025	9/18/2025	12/31/2025
VEHICLE-001082-2025	Bread Runner Inc	1711 Santa Cruz Dr.	Vehicles	Issued	2025	9/18/2025	12/31/2025
CONT-001095-2025	JT2 Inc	1701 Clancy Ct	Contractor Business Outsic	Issued	2025	9/18/2025	12/31/2025
CONT-001096-2025	JTE Electrical	1101 National Dr. Ste D	Contractor Business Outsic	Issued	2025	9/18/2025	12/31/2025
CONTCL-001094-2025	JR's Heating & Cooling	498 DAPHNE LN	Contractor Business Inside	Issued	2025	9/18/2025	12/31/2025
CONT-001097-2025	Just Better A/C and Heating	12741 12th Ave	Contractor Business Outsic	Issued	2025	9/18/2025	12/31/2025
GROSS-000245-2025	Kabayan Bites Filipino Cuis	827 Monaco Dr.	Gross Receipts	Issued	2025	9/18/2025	12/31/2025
CONT-000112-2025	Imperial Electric Service	2677 S Chestnut Ave	Contractor Business Outsic	Issued	2025	9/18/2025	12/31/2025
001098-2025	Peli-Procure	395 AVALON DR	Veteran Exempt	Issued	2025	9/18/2025	12/31/2025
GROSS-000030-2025	Creative Designs Tattoo & F	216 HEINLEN ST	Gross Receipts	Issued	2025	9/23/2025	12/31/2025
GROSS-001104-2025	Lambert Transfer & Storage	455 IONA AVE	Gross Receipts	Issued	2025	9/23/2025	12/31/2025
GROSS-001105-2025	Creative Shirts For You	290 W HAZELWOOD DR	Gross Receipts	Issued	2025	9/23/2025	12/31/2025
CONT-001103-2025	Kennies Indoor Comfort Sp	7767 Hanford Armona Rd	Contractor Business Outsic	Issued	2025	9/23/2025	12/31/2025
VEHICLE-001106-2025	Mariscos Chaguitos	809 Skyline Blvd	Vehicles	Issued	2025	9/24/2025	12/31/2025
FLAT-001107-2025	Those Junk Movers	742 VALENCIA AVE	Flat	Issued	2025	9/24/2025	12/31/2025
GROSS-001109-2025	Ochoa Combat Academy	1055 W Bush St.	Gross Receipts	Issued	2025	9/24/2025	12/31/2025
CONT-001099-2025	Plaza Roofing	1725 N Klein Ave	Contractor Business Outsic	Issued	2025	9/25/2025	12/31/2025
GROSS-001110-2025	Coinstar, LLC	105 W HANFORD	Gross Receipts	Issued	2025	9/24/2025	12/31/2025
CONT-000535-2025	Alpha Com Systems, Inc	355 W Bedford Ave. Suite	Contractor Business Outsic	Issued	2025	9/25/2025	12/31/2025
CONT-001100-2025	TCT Electrical	1406 E Michigan Ave	Contractor Business Outsic	Issued	2025	9/25/2025	12/31/2025
VEHICLE-001113-2025	Xtreme Reflection Auto Det	16381 HOUSTON AVE	Vehicles	Issued	2025	9/25/2025	12/31/2025
GROSS-001111-2025	Communicreazionz	384 W SPRING LN	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001112-2025	Costa Care Lawn Service	1502 NATIONAL DR	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001119-2025	DD's Discounts (Store #55	1164 N LEMOORE AVE	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001117-2025	Creation Nails & Spa	155 W HANFORD	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001114-2025	Cotti Foods Corporation	1059 N LEMOORE AVE	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001115-2025	Daniel C. Salas Harvesting	1500 Enterprise Drive Ste	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001131-2025	Lemoore Mini Storage	1180 W D ST	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
VEHICLE-001083-2025	Choko Clean Inc	Hanford, CA 93230	Vehicles	Issued	2025	9/23/2025	12/31/2025
GROSS-001129-2025	Lemoore Gem & Mineral Cl	470 CHAMPION ST	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001132-2025	Defugium Reef - Daniel Full	1137 PISTACHE AVE	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001130-2025	Lemoore Golf Course	350 Iona Ave	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001134-2025	Lemoore Motel 6, LLC-ARA	1290 SIERRA CIR	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001122-2025	Lemoore Arco AMPM	1771 W BUSH ST	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001121-2025	LAWSON TAX SERVICES LL	907 ELDERWOOD LN	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001120-2025	Lauritas Rentals	19725 HEMLOCK LN	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001118-2025	Landscape Connection	6374 E SHEPHERD AVE	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001116-2025	Las Espuelas	55 E D ST Unit: UNIT A	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001133-2025	Lemoore Mobil	286 N LEMOORE AVE	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001125-2025	Lemoore Crossing	1225 SIERRA CIR	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001127-2025	Lemoore Donut	161 W HANFORD	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001124-2025	Lemoore Chevron	25 S 19 1/2 AVE	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001126-2025	Lemoore Dialysis	1345 W BUSH ST	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001123-2025	Lemoore Bookkeeping & Ta	1049 HEIRLOOM WAY	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001140-2025	DUMPSTAR RENTALS	972 APPLE AVE	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001135-2025	DG Bookkeeping	73 LOCUST ST	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001137-2025	Di-an's Cottage House	950 Fallenleaf Dr	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001128-2025	Lemoore Food Center	150 CINNAMON DR	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001136-2025	Diamond Cut Glass	315 S LEMOORE AVE	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
FLAT-001108-2025	Tim Welsh Private Security	1039 Par Ave	Flat	Issued	2025	9/26/2025	12/31/2025
GROSS-001139-2025	DORE Music	1137 GOLF AVE	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001138-2025	Dollar Tree Stores #2195	95 Hanford Armona Rd	Gross Receipts	Issued	2025	9/25/2025	12/31/2025
GROSS-001143-2025	Eclipse RTO LLC	1242 N LEMOORE AVE	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001144-2025	Economy Auto Wrecking	977 IONA AVE	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001141-2025	Dutch Bros., LLC	1152 N LEMOORE AVE	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001142-2025	E-Cig Vape Shop	155 W HANFORD	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001145-2025	Elevate Nutrition	130 E HANFORD ARMONA	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001147-2025	Elite Water & Ice	150 E HANFORD ARMONA	Gross Receipts	Issued	2025	9/26/2025	12/31/2025

GROSS-001148-2025	F&F Pro Hospitality, LLC	820 E BUSH ST	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001149-2025	F.J.A Angel's Artistic Paintir	1095 LAUREL LN	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
CONT-001087-2025	JBL Builders, Inc	4600 S. Commons Rd.	Contractor Business Outsic	Issued	2025	9/26/2025	12/31/2025
GROSS-001155-2025	Flavor Fusion	1450 ENTERPRISE DR	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001152-2025	Fastenal Company	925 S 19TH AVE	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001153-2025	Fastrip Food Stores Inc.	775 LEMOORE AVE	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001154-2025	Fit Family Counseling and C	1554 MORRO LN	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001156-2025	Furtado Welding & Industri	1500 ENTERPRISE DR	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001162-2025	Lemoore Realty	514 N LEMOORE AVE	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001158-2025	Garland Dodd- Dodd's Bart	505 W D ST	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001161-2025	Lemoore Racing Enterprise	1750 HIGHWAY 41	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001168-2025	Hall's Handcrafted Hardwo	869 LEGACY DR	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001167-2025	Leprino Food Company	490 F ST	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001164-2025	Lemoore Transmission & Ai	1500 ENTERPRISE DR STE	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001169-2025	Leprino Foods Company	351 BELLE HAVEN DR	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001163-2025	Lemoore RV Center	941 W CINNAMON DR	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001165-2025	Lemoore Van & Storage	581 IONA AVE	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001159-2025	Garza's Cleaning Services	711 OPORTO ST	Gross Receipts	Issued	2025	9/26/2025	12/31/2025
GROSS-001166-2025	Gordo's Junk Removal	1615 BIG SUR DR	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001172-2025	Little Caesars Pizza Unit 56	855 N LEMOORE STE 80	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001171-2025	Hammond Swim School	249 W HAZELWOOD DR	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001170-2025	Lions Den Enterprise	220 N Williams St	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001177-2025	Luxury Mobile Solutions Inc	1523 STINSON DR	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001176-2025	Lucky's Mini Storage	385 N 19TH AVE	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001175-2025	Lucky Nails	1118 N LEMOORE AVE	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001173-2025	LOVE MY LIFE CO	164 GRACE CT	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001184-2025	Master Storage	1305 IONA AVE	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001178-2025	Lydia's Piano Lesson	852 BRENTWOOD DR	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001179-2025	Made 2 Clean	861 ETON AVE	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001174-2025	Lucero Landscaping Handy	15375 18TH AVE	Gross Receipts	Conversion with	2025	9/29/2025	12/31/2025
GROSS-001181-2025	Madrigal Investigations	365 ACACIA DR	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001182-2025	Manny's Lawn Service	881 BRENTWOOD DR	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001185-2025	Helena Agri-Enterprises	2905 W Industry Way	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
CONT-001187-2025	Rudy Solorio Roofing Inc.	2408 E Santa Ana Ave	Contractor Business Outsic	Issued	2025	9/29/2025	12/31/2025
GROSS-001189-2025	J & A Pool Cleaning Service	505 N 19TH AVE	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001186-2025	ME-N-ED'S PIZZA	1290 N LEMOORE AVE	Gross Receipts	Issued	2025	9/29/2025	12/31/2025
GROSS-001196-2025	Jiggy Jay's LLC	1465 MULBERRY LN	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001193-2025	Jael's Childcare	1474 CEDAR LN	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001191-2025	J C Herbal Products	1288 ACACIA CT	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001195-2025	JIB Central LLC	31 E HANFORD ARMONA	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001192-2025	J&K Restaurants	1089 N LEMOORE AVE	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001194-2025	Jennifer Christensen	1416 PEAR ST	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001199-2025	Jones Towing Inc.	345 N 19TH AVE	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001197-2025	JJJ Lawn Service	435 LUM DR	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001201-2025	K&H Liquor Food & Gas	49 E D ST	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001200-2025	JP Anderson II	175 THYME ST	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
CONT-000522-2025	CENTRAL VALLEY ROOF RE	3481 West Floradora Ave.	Contractor Business Outsic	Issued	2025	9/30/2025	12/31/2025
GROSS-001203-2025	Kasie Sue Blades	55 E D ST Unit: UNIT L	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
CONT-001150-2025	Nexus Energy Systems	10692 Stanford AVE Unit:	Contractor Business Outsic	Issued	2025	9/30/2025	12/31/2025
GROSS-001202-2025	Karen Schoonderwoerd	741 CINNAMON DR	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001211-2025	Kings Wireless & Satellite	855 N LEMOORE AVE Unit:	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001206-2025	Keith Neal	4 N CAMBRIDGE DR	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001208-2025	Kings County Realty	155 GLENDALE AVE	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001209-2025	Kings Solar Cleaning	852 BRENTWOOD DR	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001207-2025	King Welding	1594 HOMESTEAD WAY	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001210-2025	Kings Valley Moving & Stor	593 Iona Ave	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001218-2025	NTS Consulting and Financ	328 E HAZELWOOD DR	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001217-2025	NT2099 Media and Entertai	328 ALDER CT	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001212-2025	La Familia Barbershop	1122 N LEMOORE AVE	Gross Receipts	Issued	2025	9/30/2025	12/31/2025
GROSS-001216-2025	Nina Tinsels	457 SIENA WAY	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001224-2025	Pad Thai	75 W HANFORD-ARMONA	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001223-2025	O'Reilly Auto Parts #3918	1060 N LEMOORE AVE	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001221-2025	Oil Changers Car Wash #8C	725 N LEMOORE AVE	Gross Receipts	Issued	2025	10/2/2025	12/31/2025



GROSS-001220-2025	Oil Changers #802	725 N LEMOORE AVE	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001222-2025	Oree's Fine Southern Cuisin	855 AZALEA LN	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001219-2025	Ocular Emporium	814 MONACO DR	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001233-2025	Pizza Hut - CALPAC LLC	1029 N LEMOORE AVE	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001226-2025	Panda Express #3652	231 W HANFORD	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001232-2025	Pinche Golf LLC	1118 CADDIE LOOP	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001225-2025	Panchito's Taqueria	25 S 19 1/2 AVE	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001231-2025	Pheonix Candle Co	653 VISCONTI ST	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001230-2025	Perez Lawn Service	390 BROOKS CT #A	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001241-2025	Rebekah's Espresso & Josh	111 E HANFORD ARMONA	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001242-2025	Red Elephant Coffee Comp	812 BRENTWOOD DR	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001236-2025	Prestige	885 LEGEND DR	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001239-2025	Rahal's Cleaning	1165 E HANFORD	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001234-2025	Popeyes	310 N LEMOORE AVE	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001238-2025	Rachel Taylor Swim School	7 S CAMBRIDGE DR	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001237-2025	QUICK & EZ	150 E HANFORD ARMONA	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-001235-2025	PPL FARM LABOR INC	130 E HANFORD ARMONA	Gross Receipts	Issued	2025	10/2/2025	12/31/2025
GROSS-000471-2025	Golden Lumpia Warriors LL	102 LARISH ST	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001088-2025	The Boba Club	312 W D st	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
VEHICLE-001190-2025	Tacos San Marcos (Food Tr	7954 Lacey Blvd	Vehicles	Issued	2025	10/3/2025	12/31/2025
CONT-001213-2025	Capital Energy LLC	1102 W Southern AVE	Contractor Business Outsic	Issued	2025	10/7/2025	12/31/2025
GROSS-001245-2025	RICOFIT	525 E ST	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001254-2025	SALDANA'S LAWN SERVICE	718 VINE ST	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001250-2025	RITE AID #6475	820 N LEMOORE AVE	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001249-2025	RIDGECREST MOVING & ST	595 W IONA AVE	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001251-2025	ROCKY'S DONUT HOUSE	254 N LEMOORE AVE	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001252-2025	ROUND TABLE PIZZA #125	155 W HANFORD	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001253-2025	RUSSELL CELLULAR	75 W HANFORD ARMONA	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001260-2025	SEÑOR PANCHOS	1250 N LEMOORE AVE	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001256-2025	SANKOFA2020	660 OAKDALE LN	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001258-2025	SAVECO #14	1135 W BUSH ST	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001257-2025	SAVE MART LEMOORE PLA	105 W HANFORD	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001262-2025	SHI-LITES ATHLETICS	721 W CINNAMON DR	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001263-2025	SHOPSMILE-MANGUM DE	687 FARALLEN DR	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001264-2025	SIERRA CUSTOMS AND DE	954 ELDERWOOD LN	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001259-2025	SCULPTURED MIND	226 MEADOW PL	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001255-2025	SALLY BEAUTY SUPPLY #2	95 W HANFORD ARMONA	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001269-2025	STARBUCKS COFFEE #101	855 N LEMOORE AVE	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001268-2025	STACK INDUSTRIES LLC	161 W HANFORD	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001271-2025	SUBWAY 11479	155 W HANFORD	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001267-2025	SOVEREIGN WEALTH	853 CAMELLIA LN	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001266-2025	SOUTH VALLEY POOL SER	366 W HANFORD	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001265-2025	SOTO'S LANDSCAPING	1536 STINSON DR	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001229-2025	Perez Gardening Service	992 Fallenleaf Dr	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
GROSS-001243-2025	Reuben's Car Care	892 VINE ST	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
VEHICLE-001204-2025	Kings County Mobile Locks	704 N 11TH AVE	Vehicles	Issued	2025	10/7/2025	12/31/2025
GROSS-001274-2025	LaDawna's Hair & Nail Artis	254 N LEMOORE AVE	Gross Receipts	Issued	2025	10/8/2025	12/31/2025
GROSS-001080-2025	DIANA TREJO	361 E D ST Unit: C	Gross Receipts	Issued	2025	10/8/2025	12/31/2025
GROSS-001272-2025	La Michoacana Del Valle	161 W HANFORD	Gross Receipts	Issued	2025	10/7/2025	12/31/2025
CONT-001215-2025	Armament Coatings & Roof	3050 W San Gabriel Ave	Contractor Business Outsic	Issued	2025	10/8/2025	12/31/2025
GROSS-001273-2025	La Parrilla: Mexican Grill &	150 E HANFORD ARMONA	Gross Receipts	Issued	2025	10/8/2025	12/31/2025
GROSS-001275-2025	Ladybuggs Essentials	907 ELDERWOOD LN	Gross Receipts	Issued	2025	10/8/2025	12/31/2025
GROSS-001278-2025	Super Smoke	1150 W BUSH ST	Gross Receipts	Issued	2025	10/8/2025	12/31/2025
GROSS-001281-2025	Supercuts Cinnamon Squa	885 N Lemoore Ave	Gross Receipts	Issued	2025	10/8/2025	12/31/2025
GROSS-001277-2025	Sugar Shack	731 W D ST	Gross Receipts	Issued	2025	10/8/2025	12/31/2025
GROSS-001288-2025	Superior Lock & Safe, Inc.	847 CHAMPION ST	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001287-2025	WALGREENS #11612	12 W HANFORD ARMONA	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001285-2025	VINEYARD INN RESTAURAN	819 E BUSH ST	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001286-2025	W.L. CARPET CLEANING	1060 OAKDALE LN	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001284-2025	UNCHAINED AMBITION LL	530 BAYLOR DR	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001283-2025	TRIDENT HANDYMAN SERV	1573 BUTTERNUT ST	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001292-2025	WIMPYS HAMBURGERS	321 S LEMOORE AVE	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001290-2025	WENA JAMES	1059 CHERRY LN	Gross Receipts	Issued	2025	10/9/2025	12/31/2025

GROSS-001293-2025	WOOD-N-THINGS	205 CHAMPION ST	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001188-2025	IYKYK Catering	403 W. Ivy St.	Vehicles	Issued	2025	10/9/2025	12/31/2025
GROSS-001294-2025	WRITEWAY BOOKKEEPING	117 N CAMBRIDGE DR	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001291-2025	T&T Super Nails, Inc.	885 N Lemoore Ave Ste	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001295-2025	YUCCA VALLEY VAN & STO	595 W IONA AVE	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001298-2025	BEASTS LLC	16516 HANFORD	Vehicles	Issued	2025	10/9/2025	12/31/2025
GROSS-001305-2025	Taqueria Compadres Estilo	1066 JADE WAY	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001303-2025	TCT Tinting	1069 IONA AVE Unit: #C	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001299-2025	Tacos Los Juanes	1025 W BUSH ST	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001300-2025	BIG ALS BACK FLOW TESTII	636 BELL AVE	Vehicles	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001301-2025	BUILDER SERVICES NETW	2937 VENEMAN AVE C275	Vehicles	Issued	2025	10/9/2025	12/31/2025
GROSS-001302-2025	Tacos Los Juanes Inc.	1750 W BUSH ST	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001297-2025	Tacos Jalisco	88 N 19 1/2 AVE	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001310-2025	The Body Shop Health Club	1140 N LEMOORE AVE	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001307-2025	CORE-MARK INT	200 CORMARK CT	Vehicles	Issued	2025	10/9/2025	12/31/2025
CONT-001279-2025	Salyers Heat and Air	9161 CID LANE	Contractor Business Outsic	Issued	2025	10/9/2025	12/31/2025
GROSS-001311-2025	The Greenmile Smoke Shop	855 N LEMOORE AVE Unit:	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001312-2025	ESP SURVEYING, INC	2598 N MIAMI AVE	Vehicles	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001315-2025	GRANGEVILLE OAKS LLC	18896 GRANGEVILLE	Vehicles	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001317-2025	GRISWOLD, LASALLE, COB	111 E 7TH STREET	Vehicles	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001316-2025	GREEN BOX RENTALS INC.		Vehicles	Issued	2025	10/9/2025	12/31/2025
VEHICLE-001309-2025	ELDEST	707 W IRWN ST	Vehicles	Issued	2025	10/10/2025	12/31/2025
GROSS-001320-2025	The Lost Sock #2	290 E HANFORD ARMONA	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001319-2025	The Lost Sock	1065 W BUSH ST	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001321-2025	The Magical Mind	305 E HAZELWOOD DR	Gross Receipts	Issued	2025	10/9/2025	12/31/2025
GROSS-001329-2025	Torres Gardener Services	19695 PARK LN	Gross Receipts	Issued	2025	10/10/2025	12/31/2025
GROSS-001324-2025	The Tax Lady Dee	130 E HANFORD ARMONA	Gross Receipts	Issued	2025	10/10/2025	12/31/2025
GROSS-001323-2025	The Raging Bull	195 W BURLWOOD LN	Gross Receipts	Issued	2025	10/10/2025	12/31/2025
GROSS-001326-2025	T-Mobile Financial LLC	1246 N LEMOORE AVE	Gross Receipts	Issued	2025	10/10/2025	12/31/2025
GROSS-001328-2025	T-Mobile West, LLC	1246 N LEMOORE AVE	Gross Receipts	Issued	2025	10/10/2025	12/31/2025
GROSS-001327-2025	T-Mobile Leasing LLC	1246 N LEMOORE AVE	Gross Receipts	Issued	2025	10/10/2025	12/31/2025
VEHICLE-001336-2025	Imperial Bag & Paper Co, LI	255 US Highway 1 and 9	Vehicles	Issued	2025	10/10/2025	12/31/2025
GROSS-001331-2025	Trans Pro Insurance, LLC	724 N LEMOORE AVE	Gross Receipts	Issued	2025	10/10/2025	12/31/2025
GROSS-001330-2025	Torres Tire Disposal	518 ARMSTRONG ST	Gross Receipts	Issued	2025	10/10/2025	12/31/2025
VEHICLE-001332-2025	Happy Cleaning Co LLC	27656 Conn Ave	Vehicles	Issued	2025	10/10/2025	12/31/2025
VEHICLE-001339-2025	Jim Fernandes Handyman	9171 Fargo Ave	Vehicles	Issued	2025	10/13/2025	12/31/2025
FLAT-000453-2025	Peak View Project Solution	483 W DEODAR DR	Flat	Issued	2025	10/13/2025	12/31/2025
VEHICLE-001338-2025	JC Cleaning LLC	11581 Fern Ln	Vehicles	Issued	2025	10/10/2025	12/31/2025
VEHICLE-001337-2025	JC Auto Care and Tire LLC	PO Box 37	Vehicles	Issued	2025	10/10/2025	12/31/2025
VEHICLE-001342-2025	LookAtMe Billboard Adver	19971 Fremont Ave	Vehicles	Issued	2025	10/13/2025	12/31/2025
VEHICLE-001340-2025	Jumps R Us	13704 Hanford Armona Rd	Vehicles	Issued	2025	10/13/2025	12/31/2025
VEHICLE-001344-2025	Maid EZ Cleaning LLC	322 W Roy Ave	Vehicles	Issued	2025	10/13/2025	12/31/2025
VEHICLE-001343-2025	Loomis Armored US, LLC	2500 City West Blvd Ste	Vehicles	Issued	2025	10/13/2025	12/31/2025
VEHICLE-001350-2025	Paragon Industries	4285 N Golden State Blvd	Vehicles	Issued	2025	10/14/2025	12/31/2025
VEHICLE-001349-2025	Pacific Surveys, LLC	4456 Via Saint Ambrose	Vehicles	Issued	2025	10/14/2025	12/31/2025
VEHICLE-001354-2025	Randstad US LLC	3833 W Caldwell Ave	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001352-2025	Pestkiller Services Inc	908 W Elkhorn Ct	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001353-2025	Price Paige & Co., CPA's, LI	570 N Magnolia Ave Ste	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001355-2025	Robles CPR & First Aid	1324 E Carmelo Ave	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001363-2025	Travelin Toms	31351 Fritz Dr.	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001356-2025	SCA of CA, LLC	10313 W Legacy Ave	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001362-2025	Toms Automotive	19700 LACEY BLVD	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001358-2025	Solo Management Services	3879 Henson St.	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001361-2025	The Dump Pros	13840 18TH AVE	Vehicles	Issued	2025	10/15/2025	12/31/2025
CONT-000435-2025	Sign Industries, Inc	2101 Carrillo Privado	Contractor Business Outsic	Issued	2025	10/15/2025	12/31/2025
GROSS-001364-2025	Adventist Health- Lemoore	810 E D ST	Gross Receipts	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001367-2025	Alfred Louie Inc	4501 Shepard St.	Vehicles	Issued	2025	10/15/2025	12/31/2025
GROSS-001318-2025	Prym Insurance Services	361 W D ST Unit: D3	Gross Receipts	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001373-2025	THE ROLLING CONE	533 LOTUS DR	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001369-2025	Appollon's Carpet Cleaning	4435 W Cypress Ave	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001370-2025	Backflow Independent Test	PO Box 2664	Vehicles	Issued	2025	10/15/2025	12/31/2025
VEHICLE-001375-2025	Basque French Bakery	2625 Inyo St.	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001384-2025	TORRES FARMING & AG SE	6414 22ND AVE	Vehicles	Issued	2025	10/16/2025	12/31/2025

VEHICLE-001380-2025	TNT Fireworks	2945 S Elm	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001379-2025	HCS 007, INC	777 MINNEAPOLIS AVE	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001382-2025	TONY'S FINE FOODS	3460 S EAST AVE STE 101	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001381-2025	HOLT LUMBER INC	1916 S CHERRY	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001378-2025	HAUSTERBERTO CORTEZ	20370 SHORT ST	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001385-2025	J.C. WEBB'S TOWING, INC.	19456 GRANGEVILLE	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001386-2025	TOWANITS FRYBREAD	16238 SALTGLASS RD	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001389-2025	JOSE LUIS TAFOLLA	11278 DAN DR	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001387-2025	JERICO FIRE PROTECTION	1380 N HULBERT AVE	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001394-2025	KINGS AUTO DETAIL	418 MILLER ST	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001390-2025	JZ'S CARPET CLEANING	PO BOX 446	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001395-2025	Botelho's Gopher Control	14133 Lacey Blvd	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001393-2025	KING KONE SHAVED ICE	1356 ASHLAND DR	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001408-2025	Carollo Engineers P.C.	7580 N Ingram Ave Ste	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001402-2025	UNIFIED OPTIONS INC	20 TRAFALGAR SQUARE	Vehicles	Issued	2025	10/16/2025	12/31/2025
GROSS-001403-2025	WRITEWAY BOOKKEEPING	117 N CAMBRIDGE DR	Gross Receipts	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001397-2025	TULE TRASH CO	11852 RD 122	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001401-2025	LANGE PLUMBING SUPPLY	510 E CROSS	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001396-2025	KINGS COUNTY GLASS	419 E 7TH ST	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001398-2025	KINGS WASTE & RECYCLING	7803 HANFORD ARMONA	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001407-2025	US FOOD SERVICE INC	300 LAWRENCE DR	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001405-2025	UNIVAR SOLUTIONS USA L	3075 HIGHLAND	Vehicles	Issued	2025	10/16/2025	12/31/2025
CONT-001365-2025	Floyd Johnston Constructio	2301 Herndon Ave.	Contractor Business Outsid	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001417-2025	VIKING READY MIX CO INC	3664 ASHLAND	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001416-2025	VERITIV OPERATING CORP	271 17TH ST NW STE 2100	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001414-2025	VASCO POOLS INC	613 W 6TH AVE	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001411-2025	VALLEY FOOD SERVICE	8716 W ROOSEVELT	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001412-2025	VALLEY OAK CABINET MAN	205 5TH ST	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001410-2025	VALERIE GRIFFITH	9763 23 1/2 AVE	Vehicles	Issued	2025	10/16/2025	12/31/2025
NP-001425-2025	KINGS LIONS CLUB	789 S LEMOORE AVE	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001424-2025	KINGS CHRISTIAN THRIFT	325 N LEMOORE AVE	NonProfit	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001423-2025	WESTERN OILFIELDS SUPP	3404 STATE RD	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001421-2025	WASH MULTIFAMILY LAUN	2200 W 195TH ST	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001422-2025	WEST VALLEY SUPPLY INC	11958 17TH AVE	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001419-2025	VISITING ANGELS	1430 S MIRAGE	Vehicles	Issued	2025	10/16/2025	12/31/2025
VEHICLE-001447-2025	M AND J HOOF BLOCKS	16430 HANFORD	Vehicles	Issued	2025	10/17/2025	12/31/2025
NP-001426-2025	LEMOORE CHAMBER OF C	300 E STREET	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001427-2025	LEMOORE GENERATIONS	1075 BLAKE ST	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001428-2025	LEMOORE LIONS CLUB	411 W D ST	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001429-2025	LEMOORE LITTLE LEAGUE	PO BOX 284	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001430-2025	LEMOORE PRESCHOOL	118 HEINLEN ST	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001432-2025	MARY IMMACULATE QUEEN	844 N LEMOORE AVE	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001433-2025	PRIDE INDUSTRIES ONE, I	10030 FOOTHILLS	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001434-2025	PROTEUS, INC	1830 N DINUBA BLVD	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001435-2025	SOUTH VALLEY COMMUNI	1115 W BUSH ST	NonProfit	Issued	2025	10/17/2025	12/31/2025
NP-001437-2025	UNITED HEALTH CENTERS	250 E HANFORD ARMONA	NonProfit	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001436-2025	LINCARE INC	9420 W PERSHING AVE	Vehicles	Issued	2025	10/17/2025	12/31/2025
NP-001438-2025	UPCYCLING REVOLUTION	449 W D ST Unit: B	NonProfit	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001439-2025	LIONEL'S AIR CONDITIONI	15988 IDAHO AVE	Vehicles	Issued	2025	10/17/2025	12/31/2025
NP-001440-2025	VALLEY ANIMAL HAVEN	990 E D ST	NonProfit	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001445-2025	LOS DOGOS DEL GORDO	16537 6TH ST	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001446-2025	LUPE'S LAWN SERVICE	11460 14TH AVE	Vehicles	Issued	2025	10/17/2025	12/31/2025
CONT-001454-2025	LENNAR HOMES OF CALIF	8080 N PALM #110	Contractor Business Outsid	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001451-2025	MCLANE PACIFIC/MCLANE	3876 E CHILDS AVE	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001448-2025	MANNY MOBILE LOCKSMIT	399 W ENCORE	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001453-2025	MOORE TWINING ASSOC, I	2527 FRESNO ST	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001452-2025	MID VALLEY DISPOSAL	15300 W JENSEN	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001450-2025	MARK FERNANDES	1225 N REDINGTON ST	Vehicles	Issued	2025	10/17/2025	12/31/2025
GROSS-001464-2025	DELI DELICIOUS #31	855 N LEMOORE AVE Unit:	Gross Receipts	Conversion witt	2025	10/17/2025	12/31/2025
GROSS-001465-2025	DIAMANTE CATERING	1744 REDBUD ST	Gross Receipts	Conversion witt	2025	10/17/2025	12/31/2025
VEHICLE-001460-2025	CRYSTAL CREAMERY INC	2797 S ORANGE AVE	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001455-2025	CENTRAL VALLEY TACOS	602 W 6TH ST	Vehicles	Conversion witt	2025	10/17/2025	12/31/2025
VEHICLE-001456-2025	CHEF GRAY LLC	16205 SALTGRASS RD	Vehicles	Issued	2025	10/17/2025	12/31/2025

VEHICLE-001463-2025	DAVAL BUILDING MAINTEN	1115 W ORANGE ST	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001457-2025	CHIRAGUKMAR PATEL	5215 W NOBLE AVE SUITE	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001459-2025	CRIME STOPPERS SERVICE	787 S LATIMER ST	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001458-2025	CHRIS'S CARPET CARE	9100 16 1/2 AVE	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001462-2025	DATAFLOW BUSINESS SYS	113 S DOUTY ST	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001473-2025	EXPRESS EMPLOYMENT PF	140 GRAND ST STE 300	Vehicles	Issued	2025	10/21/2025	12/31/2025
VEHICLE-001467-2025	DIEGO'S GARDENING SER	630 CAYUCOS ST	Vehicles	Issued	2025	10/17/2025	12/31/2025
VEHICLE-001472-2025	ET SERVICES (METRO ROO	4960 E PONTIAC WAY	Vehicles	Issued	2025	10/21/2025	12/31/2025
VEHICLE-001470-2025	ERNEST PACKING SOLUTIC	2825 S ELM AVE SUITE 103	Vehicles	Issued	2025	10/21/2025	12/31/2025
VEHICLE-001478-2025	FRESHPOINT CENTRAL C	5900 NORTH	Vehicles	Issued	2025	10/21/2025	12/31/2025
VEHICLE-001476-2025	FIRST COMMAND FINANCI	1 FIRST COMMAND PLAZA	Vehicles	Issued	2025	10/21/2025	12/31/2025
VEHICLE-001474-2025	FARMER BROTHERS COFF	14501 N FREEWAY	Vehicles	Issued	2025	10/21/2025	12/31/2025
VEHICLE-001475-2025	FIRST AMERICAN TRUCK LI	16658 HANFORD	Vehicles	Issued	2025	10/21/2025	12/31/2025
CONT-001483-2025	GOLDEN STATE BUILDING	33179 PUMA LN	Contractor Business Outsid	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001482-2025	GENE MURPHY HOME SER	1190 IONA AVE	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001487-2025	RUBEN PONCE GARDENIN	10812 ARBOR DRIVE	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001486-2025	Robelo Lawn Service	426 W FLORINDA ST	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001488-2025	RYAN'S CARPET & UPHOLS	9818 ELDER AVE	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001498-2025	SWIMCLEAR POOL AND SP	2182 N MITCHELL ST	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001493-2025	SLUSH PUPPIE PRODUCTS	645 R STREET	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001491-2025	SEVEN UP BOTTLE COMPA	2825 ELM ST #103	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001492-2025	SHUTTLE COMFORT	16358 JACKSON AVE	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001494-2025	SOUTHWEST PRIVATE PATf	4060 SAN CARLOS ST	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001495-2025	STERICYCLE, INC	2355 WAUKEGAN RD	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001499-2025	SYSCO FOOD SERVICE INC	136 S MARIPOSA RD	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001497-2025	STONE'S SAND & GRAVEL	9181 19 1/2 AVE	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001496-2025	STIX CHURROHOLICS	1201 E	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001507-2025	OUTWEST	9376 22ND AVENUE	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001500-2025	XEROX CORPORATION	2200 E MCFADDEN AVE	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001506-2025	OFFSHORE CRANE & SERVI	1600 JAMES RD	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001501-2025	KLENFELDER, INC	770 FIRST AVENUE #400	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001504-2025	NVB EQUIPMENT, INC	2660 S EAST AVE	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001503-2025	NOEL'S PARTY RENTALS	1427 BENGSTON AVE	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001515-2025	PIERCE CRANE INC	3238 W MCKINLEY AVE	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001513-2025	PETER'S LANDSCAPING	36846 LOS ANGELES ST	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001514-2025	PHANTOM FIREWORKS WE	2351 TENAYA DR	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001509-2025	PACIFIC PULMONARY SRV	340 WEST FALLBROOK	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001512-2025	PESTMAN TERMITE & PEST	1104 N MARCIN ST	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001510-2025	PEPSI BOTTLING GROUP	1150 E NORTH AVE ATTN:	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001508-2025	PACIFIC DOOR	7050 N. HARRISON	Vehicles	Issued	2025	10/23/2025	12/31/2025
VEHICLE-001511-2025	PERFECTLY POTTED SUCC	1973 W COLUMBIA WAY	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001524-2025	RICHARDS CONCESSION I	969 CAROLINA AVE	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001518-2025	QUAD KNOPF INC	901 E MAIN ST.	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001519-2025	QUALITY BUILT LLC	633 S ANDREWS AVE #	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001523-2025	RENT-A-TOILET	990 E D ST	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001516-2025	PRODUCERS DAIRY FOOD	144 E BELMONT	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001517-2025	PYRO SPECTACULARS, INC	3196 N. LOCUST AVE	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001521-2025	QUINN COMPANY	10006 ROSE HILLS RD	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001532-2025	DIRECTV, LLC	1010 N ST. MARY'S ST	Vehicles	Issued	2025	10/24/2025	12/31/2025
CONT-001528-2025	ENVIRONMENTAL MATERIA	5020 WESTON PARKWAY	Contractor Business Outsid	Issued	2025	10/24/2025	12/31/2025
GROSS-001527-2025	FRUIT GROWERS LABORAT	9411 W GOSHEN AVE	Gross Receipts	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001529-2025	ELOTES IRIS	424 E SAN MATEO	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001525-2025	RICOH USA, INC	2975 MCMILLIAN #160	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001530-2025	ELOTE JUNIORS - DANIEL C	424 SAN MATEO	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001409-2025	Central Sanitary Supply	416 N 9th St.	Vehicles	Issued	2025	10/16/2025	12/31/2025
GROSS-001322-2025	Valley Xtreme Athletics	1500 Enterprise DR Suite	Gross Receipts	Issued	2025	10/27/2025	12/31/2025
VEHICLE-001533-2025	3 GEN'Z CREATIONS	15517 IONA AVE	Vehicles	Issued	2025	10/24/2025	12/31/2025
VEHICLE-001534-2025	BIMBO BAKERIES USA, INC	9519 PERSHING AVE	Vehicles	Issued	2025	10/24/2025	12/31/2025
NP-001214-2025	LUHSD Foundation for Edu	5 Powell Ave.	NonProfit	Issued	2025	10/16/2025	12/31/2025
GROSS-001086-2025	Total Trim Lawn Care	949 CHERRY LN	Gross Receipts	Issued	2025	10/27/2025	12/31/2025
VEHICLE-001469-2025	Metro Traffic Data Inc.	310 N Irwin ST Unit: Suite	Vehicles	Issued	2025	10/27/2025	12/31/2025
VEHICLE-001538-2025	LOLA'S SHINY SOLUTIONS	Exeter, CA 93221	Vehicles	Issued	2025	10/27/2025	12/31/2025
NP-001431-2025	LEMOORE SENIOR CITIZEN	789 S LEMOORE AVE	NonProfit	Issued	2025	10/28/2025	12/31/2025



CONT-001537-2025	K6 Construction, Inc	4433 E Copper Ave	Contractor Business Outsic	Issued	2025	10/28/2025	12/31/2025
NP-001539-2025	Fleet Reserve Club and Bin	788 E D ST	NonProfit	Issued	2025	10/29/2025	12/31/2025
NP-001540-2025	Valley Children's Healthcar	9300 Valley Children's	NonProfit	Issued	2025	10/29/2025	12/31/2025
NP-001541-2025	Adventist Health Physician	784 N LEMOORE AVE	NonProfit	Issued	2025	10/29/2025	12/31/2025
001547-2025	CV Valley Service	1606 PERSIMMON ST	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001544-2025	Advanced Flow Measurem	1828 Tomah Ave	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001545-2025	Becker General Constructi	3859 N Tilden St.	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
NP-001543-2025	Advanced Flow Measurem	1828 Tomah Ave	NonProfit	Void	2025	10/29/2025	12/31/2025
001546-2025	Bigg's BBQ	405 W D ST	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001554-2025	Olson Consulting Group	2878 Hillside Ct	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001553-2025	Nix Worx	339 W D St Ste F	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001548-2025	Fr8 Logistics LLC	1030 PAR AVE	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001549-2025	Gene's Processing Service	628 COTTONWOOD LN	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001551-2025	Lemoore Sports	301 AUGUSTA AVE	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001550-2025	Glam Ma's Bowtique LLC	1185 N Academy Dr.	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001552-2025	Newman-Garcia Photo Stur	323 Heinlen St.	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001556-2025	Robin L. & Maritza C. Jones	101 N. Irwin St. Ste. 203	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001555-2025	Q's Fish & Chips	175 THYME ST	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001560-2025	Skye	219 E ST	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001557-2025	S356 Inc.	364 Fallbrook Ave	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001558-2025	Salty Sailor Carpet Care	933 AVOCADO DR	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001561-2025	Solutionetix Technologies L	650 AVALON DR	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001562-2025	The Grey Store	1269 CADDIE LOOP	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001564-2025	Weddings	51 FOLLETT ST	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001563-2025	TNT Mobile Gaming	1072 W Minaret Pl	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
001559-2025	Simply Serenity	55 E D St. Ste. L	Veteran Exempt	Issued	2025	10/29/2025	12/31/2025
NP-001567-2025	Lemoore High School Band	161 West Hanford Armona	NonProfit	Issued	2025	10/30/2025	12/31/2025
GROSS-001568-2025	All Smiles Dental Kim Hope	450 W D ST	Gross Receipts	Issued	2025	10/30/2025	12/31/2025
001566-2025	Wills Trucking Service Inc	1419 W BUSH ST	Veteran Exempt	Issued	2025	10/30/2025	12/31/2025
APART-001569-2025	Craddock Rentals	1356 Quandt Dr.	Apartments	Issued	2025	10/30/2025	12/31/2025
VEHICLE-001571-2025	Betos on Wheels	19208 W Hanford Armona	Vehicles	Issued	2025	10/30/2025	12/31/2025
VEND-001573-2025	Pharmbro's Vending LLC	PO Box 541	Vending Machine	Issued	2025	10/31/2025	12/31/2025
CONT-001481-2025	B & M Civil, LLC	11330 Sunrise Park Dr.	Contractor Business Outsic	Issued	2025	10/31/2025	12/31/2025
VEHICLE-001572-2025	CHEMSCAN, INC.	2325 Parklawn Dr. Ste. I	Vehicles	Issued	2025	10/30/2025	12/31/2025
VEHICLE-001570-2025	Bedrock Engineering Inc	10878 Hwy 41	Vehicles	Issued	2025	10/30/2025	12/31/2025
VEHICLE-001376-2025	GUILLERMO DECTOR GARI	10956 HANFORD	Vehicles	Revoked	2025	10/16/2025	12/31/2025
VEHICLE-001418-2025	VIP PETCARE SERVICE	5813 SKYLAND BLVD	Vehicles	Revoked	2025	10/16/2025	12/31/2025



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

## Staff Report

Item No: 4-5

**To:** Lemoore City Council  
**From:** Josalynn Valdez, Finance Director  
**Date:** November 10, 2025      **Meeting Date:** November 18, 2025  
**Subject:** Quarterly Review of Transient Occupancy Tax (TOT) Collected – Q1 FY2026

**Strategic Initiative:**

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

**Proposed Motion:**

Council receive the Transient Occupancy Tax Revenue report for the reporting periods of July 2025 through September 2025, revenue received to date.

**Subject/Discussion:**

Informational Only.

The City of Lemoore imposes a Transient Occupancy Tax (TOT), also known as a hotel or lodging tax, on guests who occupy a room or space in a hotel, inn, motel, or other short-term lodging facility within city limits. The current TOT rate is 8% of the taxable rent charged. TOT is a vital revenue stream for the City, supporting general fund services, tourism initiatives, and economic development.

For the first quarter of fiscal year 2026, the City collected a total of **\$81,365.82** in TOT revenue. This reflects a **decrease of 22%** compared to the same quarter in 2025, which totaled \$104,747.08.

**Financial Consideration(s):**

TOT revenues are deposited into the City's General Fund. This decrease is reflective of renovations made at two of our hotels. Staff will continue to monitor trends and work with local lodging establishments to ensure timely and accurate reporting and remittance.

The first quarter of fiscal year 2026 showed a decrease in TOT collections compared to the prior year. Staff will return with another quarterly update for FY2026 Q2 in February 2026. No action is required at this time.

**Alternatives or Pros/Cons:**

N/A

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Informational, council to receive report.

**Attachments:**

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Other  
Transient Occupancy Tax Report

**Review:**

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

**Date:**

11/12/2025  
11/12/2025  
  
11/10/2025



## Transient Occupancy Tax

Fiscal Year 2025-2026

Hotel/Motel Name	July - Sept 2025 2026 - Q1	Oct - Dec 2025 2026 - Q2	Jan - Mar 2026 2026 - Q3	Apr - June 2026 2026 - Q4	Total
Best Western	\$ 42,454.56				\$ 42,454.56
Motel 6	\$ 17,483.69				\$ 17,483.69
Travelodge	\$ 21,427.57				\$ 21,427.57
<b>Total</b>	<b>\$ 81,365.82</b>				<b>\$ 81,365.82</b>
Budget					\$ 350,000.00



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

# Staff Report

Item No: 4-6

**To:** Lemoore City Council  
**From:** Estevan Benavides, Public Works Director  
**Date:** November 10, 2025      **Meeting Date:** November 18, 2025  
**Subject:** Subdivision Agreement and Final Map – Tract 935 – Lennar Homes of California, Inc.

**Strategic Initiative:**

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

**Proposed Motion:**

Approve the subdivision agreement for Tract No. 935 with Lennar Homes of California, Inc. and authorize the City Manager or designee to execute; accept the final subdivision map for Tract 935 and authorize the City Clerk to sign Final Map cover page and record final subdivision map.

**Subject/Discussion:**

Lennar has taken over Tract 935 and the subdivision agreement consisting of 148 single-family lots is attached for review. The subdivision is located on the southeast corner of 18 ¾ and Glendale Ave.

The subdivision map and construction drawings have been reviewed and approved by the staff and City Engineer. In addition, the bonds have been submitted per the subdivision agreement and the applicable fees have been paid. The request for inclusion of Tract No. 935 in the Community Facilities District has been received.

**Financial Consideration (s):**

None at this time.

**Alternatives or Pros/Cons:**

Allow the developer to move forward with building 148 single-family homes in Lemoore.

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends Council approve the Subdivision Agreement for Tract 935 with Lennar Homes of California, Inc. and authorize the City Manager or designee to execute. Accept and record final subdivision map.

**Attachments:**

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

**Review:**

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

**Date:**

11/12/2025  
11/12/2025  
  
11/12/2025

OWNER'S STATEMENT

THE UNDERSIGNED, BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP.

THE REAL PROPERTY BELOW IS DEDICATED IN FEE FOR PUBLIC PURPOSES:

1. RIGHT OF WAY FOR COBALT AVENUE, WEST SUNSTONE AVENUE, TURQUOISE AVENUE, QUARTZ AVENUE, WEST SILVER AVENUE, LIBERTY DRIVE, PLATINUM AVENUE, SOUTH PLATINUM AVENUE, WEST SPRUCE AVENUE, TITANIUM AVENUE, WEST GUERDALE AVENUE AND WEST ONYX AVENUE IN FEE TO THE CITY OF LEMOORE, AS SHOWN HEREON.
2. LOT A, LOT B, LOT C, AND LOT D IN FEE TO THE CITY OF LEMOORE, FOR LANDSCAPING PURPOSES, AS SHOWN HEREON.
3. LOT E IN FEE TO THE CITY OF LEMOORE, FOR DRAINAGE BASIN PURPOSES, AS SHOWN HEREON.

THE REAL PROPERTY BELOW IS DEDICATED AS AN EASEMENT FOR PUBLIC PURPOSES.

4. PUBLIC EASEMENTS FOR THE INSTALLATION AND MAINTENANCE OF GAS LINES AND CONDUITS FOR ELECTRIC, CABLE AND TELEPHONE SERVICES, TOGETHER WITH ANY AND ALL APPURTENANCES PERTAINING THEREON, AS SHOWN HEREON AND DESIGNATED AS "PUE" (PUBLIC UTILITY EASEMENT).

FOR: MILLEROE PROPERTIES CALIFORNIA, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY:

MIKE MILLER DATE  
TITLE: AUTHORIZED SIGNATORY

NOTARY ACKNOWLEDGEMENT

A NOTARY PUBLIC OR OTHER OFFICER COMPLETING THIS CERTIFICATE VERIFIES ONLY THE IDENTITY OF THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO WHICH THIS CERTIFICATE IS ATTACHED, AND NOT THE TRUTHFULNESS, ACCURACY, OR VALIDITY OF THAT DOCUMENT.

STATE OF CALIFORNIA  
COUNTY OF ss.}

ON, before me, A

NOTARY PUBLIC, PERSONALLY APPEARED, WHO PROVIDED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) EXACTLY SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/HE/H/ET/HEY EXECUTED THE SAME IN PERSON/HEY AUTHORIZED CAPACITY(IES) AND THAT BY HE/HE/H/ET/HER SIGNATURE(S), ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S), ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA, THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT, WITNESS MY HAND.

NOTARY PUBLIC SIGNATURE

PRINTED NAME:

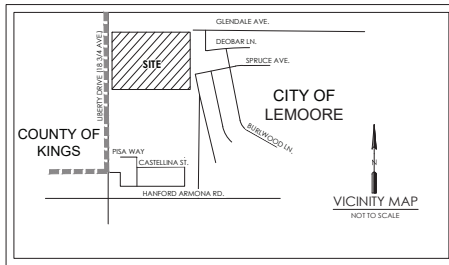
COUNTY OF:

COMMISSION EXPIRES:

COMMISSION NO.:

MAP OF TRACT 935

BEING A DIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 20 EAST, MOUNT DIABLO HERDSMAN, COUNTY OF KINGS, STATE OF CALIFORNIA.  
AUGUST 2024  
SHEET 1 OF 5



LEGAL DESCRIPTION

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN AN UNINCORPORATED AREA OF KINGS COUNTY, STATE OF CALIFORNIA AND IS DESCRIBED AS FOLLOWS:

TRACT ONE:  
THE NORTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 20 EAST, MOUNT DIABLO BASE AND MERIDIAN.

TRACT TWO:  
THE SOUTH HALF OF THE NORTH HALF OF THE NORTHEAST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 20 EAST, M.D.B. & M. (10 ACRES MORE OR LESS).

TRACT THREE:  
THE NORTH 1/2 OF THE SOUTH 1/2 OF THE NORTHEAST OF 1/4 OF THE SOUTHWEST 1/4 OF SECTION 34 TOWNSHIP 18 SOUTH RANGE 20 EAST MOUNT DIABLO BASE & MERIDIAN IN THE COUNTY OF KINGS, STATE OF CALIFORNIA.

SIGNATURE OMISSIONS

PURSUANT TO THE PROVISIONS OF SECTION 64036 OF THE SUBDIVISION MAP ACT, STATEMENTS CONCERNING TO THE PREPARATION AND RECORDATION OF THIS MAP HAVE BEEN OMITTED FOR THE FOLLOWING ENTITIES:

THE CITY OF LEMOORE, EASEMENT HOLDER FOR SANITARY SEWER AND TEMPORARY CONSTRUCTION PURPOSES PER DOCUMENT NUMBER O.R.K.C.



SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF LEMOORE HOMES, IN JULY OF 2024. I HEREBY STATE THAT ALL MEASUREMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THAT THEY WILL BE SET IN THAT POSITIONS WITHIN ONE YEAR OF THE RECORDATION OF THIS MAP AND THAT THE MEASUREMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFIRMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

BRIAN S. BORUM, L.S. 8006 DATE



CITY ENGINEER'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH.

JEFFERY S. COWART, R.C.E. 41964 DATE  
CITY ENGINEER  
CITY OF LEMOORE  
KINGS COUNTY, CALIFORNIA

CITY SURVEYOR'S STATEMENT:

I HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND THAT I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

ANTONIO S. WESTERLUND, P.L.S. 3199 DATE  
CITY SURVEYOR  
CITY OF LEMOORE  
KINGS COUNTY, CALIFORNIA

PLANNING COMMISSION STATEMENT:

I HEREBY CERTIFY THAT THIS MAP CONFORMS TO THE TENTATIVE MAP APPROVED BY THE CITY OF LEMOORE (CITY COUNCIL/PLANNING COMMISSION) IN ACCORDANCE WITH REQUIREMENT OF LAW IN A DULY AUTHORIZED MEETING HELD ON

NATHAN OLSON, CITY MANAGER DATE  
CITY OF LEMOORE  
KINGS COUNTY, CALIFORNIA

CITY CLERK'S STATEMENT:

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF LEMOORE, HELD ON THE DAY OF 20, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS ON BEHALF OF THE PUBLIC, THE STREETS COBALT AVENUE, WEST SUNSTONE AVENUE, TURQUOISE AVENUE, QUARTZ AVENUE, WEST SILVER AVENUE, LIBERTY DRIVE, PLATINUM AVENUE, SOUTH PLATINUM AVENUE, WEST SPRUCE AVENUE, TITANIUM AVENUE, WEST GUERDALE AVENUE AND WEST ONYX AVENUE, LOTS A THROUGH D FOR LANDSCAPING PURPOSES, LOT E FOR DRAINAGE BASIN PURPOSES AND PUBLIC UTILITY EASEMENTS AS SHOWN ON THIS MAP.

BY: MARISA AYALAS, CITY CLERK DATE  
CITY OF LEMOORE  
KINGS COUNTY, CALIFORNIA

TAX COLLECTOR'S STATEMENT

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLES 6 OF CHAPTER 4 OF DIVISION 2 OF THE GOVERNMENT CODE HAVE BEEN COMPLIED WITH REGARDING DEPOSITS.

BY: JAMES P. ERL, CPA, DIRECTOR OF FINANCE DATE  
COUNTY OF KINGS, STATE OF CALIFORNIA

RECORDER'S CERTIFICATE

DOCUMENT NO. \_\_\_\_\_  
FILED THIS DAY OF 20, AT " M.  
IN VOLUME OF LICENSED SURVEYOR'S PLATS, AT PAGE  
OF BORUM LAND SURVEYING, INC.

FRISTINE LEE  
KINGS COUNTY RECORDER

BY: DEPUTY COUNTY RECORDER







# MAP OF TRACT 935

BEING A DIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH,  
RANGE 20 EAST, MOUNT Diablo MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA.

AUGUST 2024  
SHEET 3 OF 5

## LEGEND

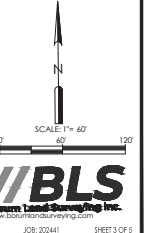
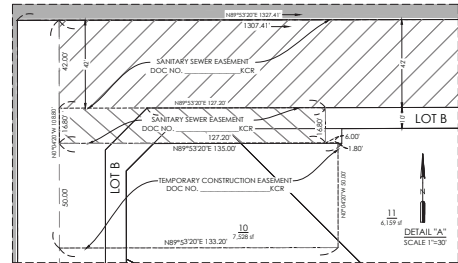
- 1-1 RECORD DATA PER PARCEL MAP 4-4 KCR
- 1-1 RECORD DATA PER PARCEL MAP 5-27 KCR
- KCR KINGS COUNTY RECORDS
- FOUND AND ACCEPTED MONUMENT AS NOTED
- SET 5/8" REBAR WITH CAP TAGGED L5 8004 AT ALL LOT CORNERS AND POINTS OF CURVATURE
- SET BRASS DISC IN CONCRETE STAMPED L5 8006
- ⊠ SET 5/8" REBAR WITH CAP TAGGED L5 8004 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- SECTION LINE
- ADJOINING PROPERTY LINE
- LIMITS OF SUBDIVISION
- R RADIAL BEARING
- SHP SEARCH NOTHING FOUND
- PUE PUBLIC UTILITY EASEMENT
- XXXXXXXXX WAIVER OF ACCESS RIGHTS
- DEDICATION TO THE CITY OF LEMOORE IN FEE FOR ROAD PURPOSES

ALL DISTANCES ARE MEASURED AND IN FEET OR DECIMALS THEREOF UNLESS NOTED OTHERWISE

## BASIS OF BEARINGS

THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH,  
RANGE 20 EAST BEARS N07°02'55"E AS SHOWN ON ELK MEADOWS UNIT NO. 3, LSP 6-34 KCR

SEE CONTINUATION ON SHEET 5



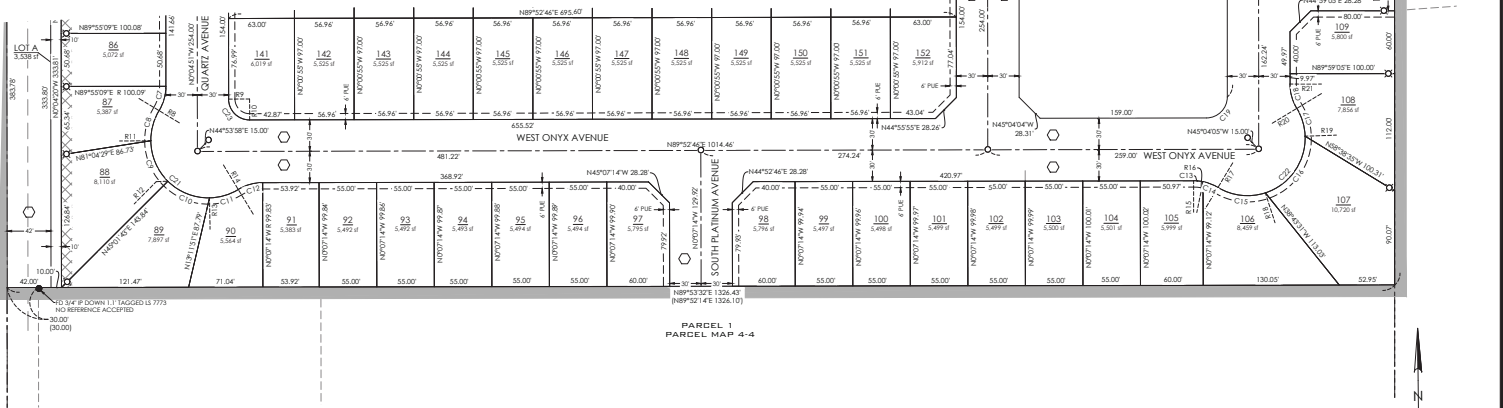
LEGEND

- 1-1 RECORD DATA PER PARCEL MAP 4-4 KCR  
1-1 RECORD DATA PER PARCEL MAP 5-27 KCR  
KCR KINGS COUNTY RECORDS  
● FOUND AND ACCEPTED MONUMENT AS NOTED  
○ SET 5/8" REBAR WITH CAP TAGGED L5 8006 AT ALL LOT CORNERS AND POINTS OF CURVATURE  
○ SET BRASS DISC IN CONCRETE STAMPED L5 8006  
○ SET 5/8" REBAR WITH CAP TAGGED L5 8006 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)  
--- SECTION LINE  
--- ADJOINING PROPERTY LINE  
--- LIMITS OF SUBDIVISION  
R RADIAL BEARING  
SHF SEARCH NOTHING FOUND  
PUE PUBLIC UTILITY EASEMENT  
Waiver of Access Rights  
○ DEDICATION TO THE CITY OF LEMOORE IN FEE FOR ROAD PURPOSES

ALL DISTANCES ARE MEASURED AND IN FEET OR DECIMALS THEREOF UNLESS NOTED OTHERWISE

BASIS OF BEARINGS  
THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH,  
RANGE 20 EAST BEARS N00°50'55"E AS SHOWN ON ELK MEADOWS UNIT NO. 3, LSP 4-34 KCR

SEE CONTINUATION ON SHEET 3



PARCEL 1  
PARCEL MAP 4-4

MAP OF TRACT 935

BEING A DIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH,  
RANGE 20 EAST, MOUNT Diablo MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA.

AUGUST 2024  
SHEET 4 OF 5

SEE CONTINUATION ON SHEET 5

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SPRUCE AVENUE

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# MAP OF TRACT 935

BEING A DIVISION OF A PORTION OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 20 EAST, MOUNT Diablo MERIDIAN, COUNTY OF KINGS, STATE OF CALIFORNIA.

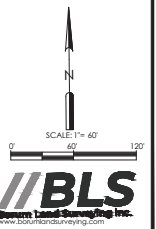
AUGUST 2024  
SHEET 5 OF 5

- LEGEND**
- 1-1 RECORD DATA PER: PARCEL MAP 4-4 KCR
  - 1-1 RECORD DATA PER: PARCEL MAP 5-27 KCR
  - KCR KINGS COUNTY RECORDS
  - FOUND AND ACCEPTED MONUMENT AS NOTED
  - SET 5/8" REBAR WITH CAP TAGGED LS 8004 AT ALL LOT CORNERS AND POINTS OF CURVATURE
  - SET BRASS DISC IN CONCRETE STAMPED LS 8004
  - SET 5/8" REBAR WITH CAP TAGGED LS 8004 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
  - SECTION LINE
  - ADJOINING PROPERTY LINE
  - LIMITS OF SUBDIVISION
  - R RADIAL BEARING
  - SWP SEARCH HORIZON FOUND
  - PUE PUBLIC UTILITY EASEMENT
  - Waiver of Access Rights
  - DEDICATION TO THE CITY OF LEMORED IN FEE FOR ROAD PURPOSES

**BASIS OF BEARINGS**  
THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 20 EAST BEARS N07°00'55"E AS SHOWN ON ELK MEADOWS UNIT NO. 3, LSP 6-34 KCR

SEGMENT	DIRECTION
R1	S07°07'11"E
R2	N30°59'55"E
R3	N10°45'36"W
R4	S39°43'19"E
R5	S40°13'58"W
R6	N38°48'03"E
R7	N89°45'09"E
R8	S38°57'14"E
R9	S89°55'09"W
R10	S07°07'14"E
R11	S89°30'43"W
R12	S44°48'01"W
R13	S1°02'11"E
R14	S31°14'49"E
R15	N07°07'14"W
R16	N11°27'13"E
R17	S30°59'27"W
R18	S17°59'39"E
R19	N88°02'32"E
R20	S58°52'24"W
R21	S89°39'05"W

CURVE	LENGTH	RADIUS	DELTA
C1	24.44	45.00	31°07'08"
C2	40.09	55.00	41°45'31"
C3	47.00	55.00	48°57'49"
C4	49.00	55.00	51°02'48"
C5	10.01	55.00	10°25'58"
C6	24.44	45.00	31°07'08"
C7	24.45	45.00	31°07'35"
C8	30.19	55.00	31°20'01"
C9	43.00	55.00	44°47'42"
C10	44.00	55.00	45°50'12"
C11	29.00	55.00	30°12'38"
C12	24.45	45.00	31°07'35"
C13	9.09	45.00	11°54'27"
C14	15.34	45.00	19°32'14"
C15	47.02	55.00	48°59'07"
C16	71.00	55.00	73°57'49"
C17	28.00	55.00	29°10'08"
C18	24.43	45.00	31°06'41"
C19	31.38	20.00	89°53'41"
C20	146.10	55.00	152°11'52"
C21	146.19	55.00	152°17'33"
C22	146.02	55.00	152°07'04"
C23	31.43	20.00	90°02'23"



**CITY OF LEMOORE**  
**SUBDIVISION TRACT AGREEMENT**  
**TRACT NO. 935**

THIS AGREEMENT, made the \_\_\_\_\_ day of \_\_\_\_\_, 2025 by and between the City Council of the City of Lemoore, hereinafter referred to as "CITY" and Lennar Homes, hereinafter referred to as the "Subdivider", and Lennar Homes of California, LLC as an agent of the "Subdivider."

**W I T N E S S E T H**

WHEREAS, the Subdivider as the owner has heretofore filed a tentative subdivision map of that certain real property known and designated as TRACT NO. 935 in the City of Lemoore, County of Kings, State of California, and

WHEREAS, the Subdivider has presented to City a certain proposed final map, a copy of which is on file at the office of the Director of Public Works, and by reference thereto made a part of this agreement, and said Subdivider has requested the City to accept the dedications delineated and shown on said map for the use and purpose specified thereon, and to otherwise approve said map in order that the same may be recorded as required by law, and

WHEREAS, the City requires, as a condition precedent to the acceptance and approval of said map, the dedication of such streets, highways, and public places and easements as are delineated and shown on said map, and deems the same necessary for public use, and requires and deems as necessary for the public use that any and all streets delineated and shown thereon shall be improved by the construction thereon and the installation therein of the improvements in said proposed subdivision as hereinafter specified, and

WHEREAS, the parties hereto have agreed that the improvement of said land included and shown by said final map shall be completed in accordance with the applicable ordinances and resolutions of the City and the laws of the State of California, including, without limitation, Government Code Section 66462, and the Subdivider has agreed to post the necessary improvement security to guarantee said improvement in accordance with the laws of the State of California and the ordinances of the City.

NOW, THEREFORE, in consideration of the acceptance of the offers of dedication of streets, highways, public ways, easements, and facilities as shown and delineated on said map, and the approval of said map for filing and recording as provided and required by law, it is mutually understood and agreed by and between the Subdivider and City and they do hereby mutually agree as follows:

1. **Onsite and Offsite Improvements.** Subdivider agrees that it will construct and install in accordance with the plans prepared for Tract No. 935 by AW Engineering and approved by the City Engineer, which plans are hereby incorporated by reference, at its sole cost and expense and in full conformity with the standards prescribed by City, all of the following work and subdivision improvements.

- A. All landmarks, monuments and lot corners required to locate the divisions shown on the Final Map. Pursuant to Section 66497 of the California Government Code, prior to the City's final acceptance of the subdivision and release of securities, the Subdivider shall submit evidence to the City of payment and receipt thereof

by the Subdivider's engineer or surveyor for the final setting of all monuments required in the subdivision.

- B. Street improvements including curbs, gutters, sidewalks, paving and street signs.
- C. Storm drainage facilities including valley gutters.
- D. Extension of the City water system including water mains, valves, services, fire hydrants and miscellaneous appurtenances.
- E. Sanitary sewer system including sewer mains, manholes, house branches and appurtenances.
- F. Street lighting facilities, including electroliers, stands and underground electrical service.
- G. Street trees shall be planted by the Developer at the time a dwelling unit on the lot is finale. Number of trees to be planted shall be calculated on the length of curb and gutter within the local subdivision area divided by 40 feet. The variety of tree shall be selected from discussions with staff and from the Master Street Tree list.
- H. Public utility facilities including gas, electric, telephone and cable television service. Financial arrangements shall be made with the respective public utility, and proof of this arrangement shall be furnished to the City upon request.
- I. If Subdivider has not acquired all necessary rights of way and easements as of the date the final map is recorded, and the City must undertake the acquisitions pursuant to Section 66462.5 of the Government Code, Subdivider shall pay 100% of City's acquisition costs, including, but not limited to, appraisal and court costs and attorney's fees and shall make such deposits and/or advance payments to the City as the City may reasonably require for such purpose.
- J. Special Fence and Wall Requirements:
  - i. Perimeter Walls for Residential Subdivisions: Where provided, perimeter walls for residential subdivisions shall comply with the following standards:
  - ii. The walls shall be of a decorative design consistent with the following:
    - 1. Walls shall have vertical elements (e.g., pilasters, indentations) of differing colors and/or materials at least every one hundred feet (100');
    - 2. Walls shall include capstones (with limited overhang) of a coordinating color, material, and style as the rest of the wall;
    - 3. Walls shall be of neutral color and shall be textured with stone, brick, stucco, or other surface finish.
  - iii. Periodic breaks shall be provided in the wall to provide pedestrian and bicycle connectivity between the subdivision and the adjoining collector or arterial street.
  - iv. Walls shall be constructed along the property line between the residential units and the required landscape easement along the collector or arterial street.

- v. The wall height shall be a minimum of six feet eight inches (6'8") or as otherwise required to adequately attenuate noise of the abutting collector or arterial street or state highway.
  - vi. Walls shall not be located inside of the required clear visibility area at the intersections of streets.
- K. If Subdivider has not acquired all necessary rights of way and easements as of the date the final map is recorded, and the City must undertake the acquisitions pursuant to Section 66462.5 of the Government Code, Subdivider shall pay 100% of City's acquisition costs, including, but not limited to, appraisal and court costs and attorney's fees and shall make such deposits and/or advance payments to the City as the City may reasonably require for such purpose.
- L. Initial compaction and soil tests for street, sewer, water, storm drain and other work within the public right of way shall be ordered by and paid for by the Subdivider. Sewer and utility trench tests shall be taken in varying locations and depths as required by the City Engineer or Public Works Director. Compaction tests failing to meet the City's requirements shall be reordered by the Subdivider.
- M. Developer shall agree to form a Community Facilities District (CFD) in order to provide the maintenance costs for the park, landscape trail, common landscaping, street maintenance, and other improvements in accordance with existing city policies. Developer will take no action to oppose or otherwise hinder City's formation of a CFD for the subdivision.
- N. Developer shall also comply with conditions established in Planning Resolution No 2022-15, attached hereto as Exhibit "C" and Resolution No 2022-16 attached hereto as Exhibit "D".

Subdivider further agrees to pay at the time of filing of the Improvement Security hereinafter required by Paragraph 12 of this Agreement an amount to cover the City's costs of engineering and inspection as may be set by the City's Municipal Code.

The estimated costs of all said improvements remaining to be completed, including a fifteen percent (15%) contingency, is \$7,147,449, as shown on Exhibit "A", attached hereto.

2. **Inspection of Work.** The City shall inspect all work to be done and performed by the Subdivider and Subdivider agrees that all work, improvements and materials to be done and supplied and performed shall be done, supplied and performed in strict accordance with the approved construction plans of said work on file in the Office of the City Engineer of the City, and in accordance with the standard specifications of the City, which said plans and specifications and standards are hereby referred to and incorporated by reference in this Agreement. All of said work and improvements and materials shall be done, performed, and installed to the satisfaction of the City Engineer of the City. Subdivider agrees to pay all fees for such inspection as required by the current City Code and fee resolutions and agrees to pay an additional three percent (3%) for reinspection required by reason of defective work, improvements and/or materials. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials may have been previously overlooked or approved by the City Engineer or Public Works Director. Any damage to the sewer system, water system, storm drainage facilities, concrete work, street paving, or any other improvements that occurs after installation shall be made good to the satisfaction of the City



by Subdivider before final acceptance of completed work by the City Council. Defective work appearing after final acceptance shall be repaired/replaced under the maintenance provision herein.

As part of the inspection process, Subdivider shall retain, at its sole cost and expense, a materials testing company to perform any testing or retesting of the work as required by the City Engineer or Public Works Director. The materials testing firm must be approved by the City before any testing or retesting begins.

City shall schedule a preliminary final inspection and a deficiency list shall be compiled and submitted to the Subdivider for correction. Upon completion of all corrections or additional work as outlined by the deficiency list, the Subdivider shall certify, in writing, that all corrections have been completed and request a final inspection.

The completion of corrections indicated by the deficiency list shall not relieve the Subdivider from the responsibility of correcting any deficiency not shown on the deficiency list that may be subsequently discovered. Should the City require payment of additional engineering and inspection fees and costs for improvements constructed after the stated date of completion, the Subdivider must pay said additional fees and costs prior to acceptance by the City.

3. **Final Acceptance.** Upon completion of all said work and improvements and acceptance thereof by City, or upon the acceptance by City of the required Improvement Security referred to in Paragraph 12 hereof, the City agrees to approve the final subdivision map, and to accept on behalf of the public all lands, rights-of-way and easements offered for dedication in accordance with the conditions herein set forth. A complete set of "as built" reproducible plans shall be filed with the City upon completion of the work and improvements.

4. **Completion of Said Work of Improvements.** Subdivider agrees to complete the work and improvements as herein set forth within a period of twenty-four (24) months from the date of this Agreement. When a delay occurs due to unforeseen causes beyond the control and without the fault or negligence of the Subdivider, the time of completion may be extended for a period justified by the effect of such delay on the completion of the work. The Subdivider shall file a written request for a time extension with the Director of Public Works prior to the above noted date, who shall ascertain the facts and determine the extent of justifiable delays, if any. The Director of Public Works shall give the Subdivider written notice of his determination in writing, which shall be final and conclusive. In the event an extension is granted to the time within which all work is to be completed on this subdivision, the Subdivider hereby agrees that he will comply with all the applicable improvement standards in effect at the time of said extension.

Failure of Subdivider to timely complete the improvements shall constitute a material breach of this Agreement. In such event, the Improvement Security, hereinafter described, shall thereupon immediately be paid to City, and City shall have permission to go upon the property and complete all street work and public improvements, including installation or reinstallation, as City deems necessary, of all utility facilities, streets, curbs, gutters, sidewalks, sewer, water, drainage and other public improvements, which were not properly or fully completed or installed by Subdivider.

5. **Maintenance of Improvements and Warrant.** Upon satisfactory completion of all improvements required in accordance with this Agreement and acceptance thereof by the City, the City agrees to accept for maintenance the improvements to be constructed in accordance with this Agreement; provided, however, within fifteen (15) days after written notice from the City, the Subdivider agrees to remedy any defects in the improvements arising from faulty or defective construction of said improvements occurring within twelve (12) months after acceptance thereof.

6. **Safety.** Subdivider shall perform all work in accordance with the applicable sections of Title 3 of the California Administrative Code (CAL OSHA), and the Manual of Traffic Controls, Warning Signs, Lights, and Devices for Use in Performance of Work Upon Highways, published by California Department of Transportation, and available at the City Engineer's Office. Provisions shall be made by Subdivider for protection of the traveling public on all public roads affected by the improvements.

Barricades and related facilities shall be placed in such number and in such locations as required for public safety, and at night they shall be equipped with flashing yellow lights. City reserves the right to require and Subdivider shall promptly install or place additional barricades or other facilities to assure public safety if City shall deem the same to be necessary or desirable for public safety. Subdivider is responsible for all liability which may arise out of work herein permitted whether or not on public property, and shall indemnify, defend and hold City harmless from any and all claims, damages, or causes of action arising therefrom or related thereto.

7. **Insurance and Indemnity.** The Subdivider shall take and assume all responsibility for the construction of the improvements and the safety of operation in connection therewith. The Subdivider shall bear all losses and damages directly or indirectly resulting to the City, its officers, agents, and employees or to others on account of the construction of the improvements, unforeseen difficulties, accidents, or any other causes whatsoever.

The Subdivider shall assume the defense of and indemnify and save harmless the City, its officers, agents, and employees from all claims, loss, damage, injury and liability of every kind, nature, and description, directly or indirectly arising from the construction of the improvements.

These indemnification, defense, and hold harmless provisions shall be binding upon Subdivider regardless of whether there shall be insurance policies covering such damages, claims, or liability. The duty to indemnify, defend, and hold harmless shall, except as otherwise provided herein, be binding upon the Subdivider whether there are any allegations of fault, negligence, or liability of the parties indemnified hereunder and shall survive the completion of construction of the improvements.

Subdivider further agrees that before commencing any work pursuant to this Agreement, Subdivider will obtain, and at all times prior to final acceptance of all improvements hereunder, and will keep in full force and effect, insurance coverage in such limits and amounts, and covering such risks as shall be acceptable to the City. In the event that no other requirement is made known to Subdivider, the minimum coverage and limits shall be as follows:

a. i. **Workers Compensation Coverage.** As required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury or disease.

ii. **Commercial General Liability (CGL) Coverage.** Insurance Services Office (ISO) Form CG 0001, including products and completed operations, with a limit of no less than TWO MILLION AND NO/100 DOLLARS (\$2,000,000) per occurrence for bodily injury, personal injury, and property damage, and a general aggregate limit of no less than FOUR MILLION AND NO/100 DOLLARS (\$4,000,000).

iii. **Automobile Liability Coverage.** ISO Form Number CA 0001 covering any auto (Code 1), or if Subdivider has no owned autos, Code 8 (hired) and 9 (non-owned), with a limit no less than ONE MILLION AND NO/100 DOLLARS (\$1,000,000) per accident for bodily injury and property damage.

If Subdivider maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by Subdivider.

Subdivider's insurance policies shall be "occurrence" policies and not "claims-made."



Subdivider may maintain an Umbrella policy in conjunction with the insurance policies referenced above. In such case, Subdivider shall be deemed to have satisfied the insurance requirements of this contract as long as: (i) the coverage limits of the Umbrella policy and of the underlying liability policy(ies), when combined, satisfy each of the per occurrence and aggregate requirements identified in this section; and (ii) coverage under the Umbrella policy is as broad as and includes all incidents and events covered by the underlying insurance that it supplements.

b. Any deductibles or self-insured retentions must be declared to and approved by the City.

c. The policies are to contain, or be endorsed to contain, the following provisions:

i. The City and its officers, agents, and employees are to be covered as additional insureds on the CGL and automobile liability policies with respect to liability arising out of work or operations performed by or on behalf of Subdivider including materials, parts, or equipment furnished in connection with such work or operations; products used by Subdivider; or automobiles owned, leased, hired or borrowed by Subdivider. General liability coverage can be provided in the form of an endorsement to Subdivider's insurance at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10, CG 20 26, CG 20 33 or CG 20 38 and CG 20 37 if a later edition is used. The coverage shall contain no special limitations on the scope of protection afforded to the City and its officers, agents, or employees.

ii. For any claims related to this Agreement, Subdivider's insurance coverage shall be primary coverage at least as broad as ISO CG 20 01 04 13 as to the City and its officers, agents, and employees. Any insurance or self-insurance maintained by the City and/or its officers, agents, or employees shall be in excess of Subdivider's insurance and shall be non-contributory.

iii. Each insurance policy required above shall provide that coverage shall not be canceled or modified, except with fifteen (15) days prior written notice to the City.

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII.

Subdivider shall furnish the City with original certificates and amendatory endorsements or, in instances in which an insurance policy already contains the required provisions, a copy of the applicable policy language effecting coverage required by this clause. All certificates, endorsements, and policy excerpts are to be received and approved by the City before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Subdivider's obligation to provide them. The City reserves the right to require copies of all required insurance certificates of insurance and endorsements required by these specifications, at any time.

d. Subdivider hereby grants to the City and its officers, agents, and employees a waiver of any right to subrogation which any insurer of Subdivider may acquire against the City and/or its officers, agents, or employees by virtue of the payment of any loss under such insurance. Subdivider agrees to obtain endorsements necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

8. **Compliance with Codes.** Subdivider shall comply with any and all ordinances and resolutions or other codes of the City applicable to the proposed subdivision and the work to be done by Subdivider under the terms of this Agreement. Subdivider shall comply with planning standards set in Resolution No. 2020-05.

9. **Permits and Compliance.**

Should Subdivider be required to perform any work within any public rights-of-way or easements located beyond the subdivision limits, Subdivider shall satisfy any and all requirements as necessary to obtain an encroachment permit from City for said work.

Subdivider shall make arrangements for the relocation of all overhead and underground public utility facilities that interfere with the construction of improvements required hereunder. The Subdivider shall be responsible for the full cost of relocating such facilities.

Subdivider shall repair any damage to public streets or other public property or improvements resulting from, or incidental to, the construction of the improvements, or in lieu of making such repairs, the Subdivider shall pay to the City the full cost of such repairs.

Building permits for individual lots comprising the subdivision will not be issued until all underground utilities are installed within the public right-of-way, the trenches have been backfilled, and an approved all-weather road is constructed for street frontage and access.

No occupancy permit for any dwelling to be constructed within the subdivision shall be issued until all improvements are completed hereunder and accepted by the City Council.

Construction methods and materials for all improvements shall conform to then-current Standards and Specifications of the City, which are incorporated herein by reference.

The improvements shall be constructed in accordance with all applicable then-current street, plumbing, building, electrical and zoning codes and any other codes, rules, or regulations of the City and the State of California, which are incorporated herein by reference.

Subdivider and its contractors and subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the work to be performed hereunder and for any and all work or labor associated therewith and for all amounts due under the Workers' Compensation and the unemployment insurance acts and all other applicable laws or regulations of the State of California or the United States with respect to such work or labor, including without limitation, as required by Section 3200 of the California Labor Code and Section 4200 of the California Government Code.

10. **Notice of Commencement of Work.** The Subdivider shall give the City's Engineer written notice of not less than two working days in advance of the actual date on which work is to be started. Failure on the part of the contractor to notify the City's Engineer may cause delay for which the Subdivider shall be solely responsible.

Whenever the Subdivider varies the period which work is carried on each day, he shall give due notice to the City's Engineer so that proper inspection may be provided. Any work done in the absence of the City's Engineer or his duly authorized inspectors may be subject to rejection.

The inspection of work shall not relieve the Subdivider of any of his obligations to fulfill this Agreement as prescribed, and the Subdivider agrees that defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City's Engineer or Inspector and accepted.

Concrete curbs and gutters; underground sewer, water, storm drain and public utilities including all house services/connections to be installed and inspected prior to constructing street paving/surfacing.

Any damage to sewer systems, concrete work or street paving or other works of improvements, as required by this agreement, that occurs after installation and prior to the acceptance thereof by the City shall be made good by the Subdivider, to the satisfaction of the City's Engineer, before release of

the Improvement Security guaranteeing said work.

11. **Dust Control.** The Subdivider shall be responsible for the complete control of dust during the construction of the subdivision improvements and will take the following measures to reduce dust generation during the development and construction of the subdivision:

- A. Submit for approval by the Director of Public Works a program for the control of dust, which shall include but not be limited to, a watering schedule (frequency and time of day), use of dust control emulsions, and/or other measures necessary for the control of dust.
- B. Provide equipment and manpower for watering of all exposed or disturbed soil surfaces including on weekends and holidays.
- C. Sweep construction area and adjacent streets of all mud and dust daily at the end of the work day.
- D. The developer shall deposit with the City \$5,000 which may be used by the City for dust control measures on this development should the developer fail to adequately control dust. In case the City incurs cost for dust control in excess of the above amount, the developer shall reimburse the City for the total cost of dust control incurred by the City. Upon acceptance by the City of the subdivision improvements, the above amount, less any amount expended by the City for dust control, shall be returned to the Developer.

12. **Repair by City of any Work Damaged or Destroyed by City.** In the event that the City should damage, destroy or tear up any of the paving or other subdivision improvements to be installed by the Subdivider under the terms of this Agreement in order to install sewer or water service connections or any other services to said subdivision that could have been installed prior to the installation of said paving or other subdivision improvements, the City agrees to repair and replace such destroyed paving or other subdivision improvements at its own cost and expense.

13. **Improvement Security.** Upon execution of this agreement, the Subdivider shall obtain and file with the City good and sufficient Improvement Security in favor of the City and in the form approved by City securing the faithful performance by Subdivider of the work of improvement required by the provisions of this agreement in the sum of \$7,147,449.

Said Improvement Security shall be an Improvement Security as defined and described in the Government Code of the State of California Section 66499, et. seq. and it is agreed that the City Council of the City has determined that the amount of said Improvement Security has been fixed at One Hundred Percent (100%) of the total estimated cost of said improvements as hereinabove set forth in Paragraph 1, conditioned upon the Subdivider's faithful performance of this agreement, and an additional amount of fifty percent (50%) of the total estimated cost of said improvement as hereinabove set forth in Paragraph 1, securing payment to the contractor, his subcontractors and to persons furnishing labor, materials, or equipment to them for the improvement.

- A. Release of Improvement Security given for faithful performance of this agreement:

The Subdivider may request the City to inspect the work as it progresses. If the work performed is inspected and found to be constructed in conformity with the

requirements of the City, a partial release of the Improvement Security for faithful performance of this agreement shall be made in the sum in the same ratio of the total deposit as the work inspected bears to the total work to be done. No release of Improvement Security for faithful performance of this agreement in excess of eighty-five percent (85%) of the total amount of \$7,147,449 shall be made until all the work has been completed and accepted.

The determination of the City as to the amount of work done and the amount of Improvement Security to be released shall be final and conclusive.

When the work of improvement is accepted, Improvement Security not less than ten (10%) percent of the total improvements costs will be retained by the City to guarantee the faithful performance of the provisions of this Agreement relating to defective or faulty construction for a period of one year following completion and acceptance thereof. The total improvement costs for this project is \$7,147,449.

- B. Release of Improvement Security securing the payment of contractors, subcontractors and to persons furnishing labor, materials, or equipment:

The Subdivider may certify to the City that any phase of the work required by terms of this Agreement as set forth in Paragraph 1 of this Agreement has been completed. Upon certification by City's Engineer that such phase of said work has been completed and inspected by City, the portion of said Improvement Security furnished by Subdivider for the purpose of securing the payment of the contractor, his subcontractors and persons furnishing labor, materials, or equipment for said phase or phases of said work shall be released six (6) months after the completion and acceptance of said work in an amount determined by the City Engineer, less an amount equal to all claims upon which an action has been filed and notice given in writing to the City Council of the City, and if no actions are filed such portion of said Improvement Security for said phase of said work shall be released in full.

Such release shall not apply to any required guarantee and warranty period nor to the amount of security deemed necessary by the City in such guarantee and warranty period nor to costs and reasonable expenses and fees, including reasonable attorney's fees.

No final map shall be signed by the City or recorded until all Improvement Securities required hereunder have been received and approved by the City.

14. **Development Impact Fees**. Development Impact Fees shall be calculated at the time of issuance of the building permit of a building that is triggering their collection and shall be paid by the Subdivider prior to the final inspection of said building permit.

15. **Development Impact Fees Credits and Reimbursements**. To the extent the Subdivider is required to construct oversized improvements by the City for which the Subdivider would have otherwise paid development impact fees, the City will, in accordance with Lemoore City Council Resolution No. 2024-09 ("Resolution"), which is incorporated herein by reference, issue fee credits to the Subdivider that will be applied to the impact fees payable by the Subdivider for Tract No. 935. Credit amounts will be calculated in accordance with the Resolution. For purposes of this Agreement, an improvement will be considered oversized if the capacity of the improvement exceeds the capacity required to serve Tract No. 935 and the excess capacity serves or will serve property outside of Tract



No. 935. Should a credit amount exceed an impact fee payable by Subdivider for Tract No. 935, City and Subdivider will enter into a reimbursement agreement for the difference. The reimbursement agreement shall be subject to the approval of the Lemoore City Council. Reimbursement will be paid under the agreement only after the City's acceptance of the facilities for which reimbursement will be paid. Reimbursements are an obligation payable only from the City's Development Impact Fee program funds when available and are not an obligation of the City's general fund.

16. **Prevailing Wage.**

The Subdivider shall be solely responsible for determining whether any portion or aspect of the project will be subject to prevailing wage requirements pursuant to the California Labor Code as a result of City's reimbursement of the Subdivider or as a result of any other payment or contribution made by City to the project. The Subdivider shall comply with and shall require all project contractors to comply with prevailing wage laws, rules, and regulations applicable to the project. Further, the Subdivider will be solely responsible for the payment of any claims, fines, reimbursements, amounts, or any other actions that may be initiated against City, the Subdivider, or any contractor of Subdivider as a result of the failure to pay prevailing wages hereunder.

Subdivider shall indemnify, defend, and hold City and its officers, agents, and employees harmless from and against any and all claims, damages, losses, judgments, liabilities, penalties, expenses, and other costs, including, without limitation, litigation costs and attorney's fees arising out of, resulting from, or in any way connected with any violation or claim of violation of any prevailing wage law, rule or, regulation applicable to any portion or aspect of the project. Applicant's obligation to indemnify, defend, and hold City harmless specifically includes, but is not limited to, any suit or administrative action against City which claims a violation of any prevailing wage law, rule, or regulation applicable to any portion or aspect of the project.

City may, at any time, require the Subdivider to reimburse City for costs that have been, or which City of reasonably anticipates will be, incurred by City during the course of any action involving prevailing arising under this Agreement. Subdivider shall reimburse City within thirty (30) days of receipt of an itemized written invoice from City. Failure of the Subdivider to timely reimburse City shall be considered a material violation of the conditions of approval of the project.

17. **Title Held Under Holding Agreement.** Where title to the subdivided property is held by the record owner thereof under a holding agreement, this Agreement and the bond given pursuant thereto may be executed by the real party or parties in interest.

18. **Extension of Time Not to Release Improvement Securities.** Any extension of time hereunder shall not operate to release the surety on any Improvement Security given pursuant to this agreement and the said surety shall waive the provisions of Section 2819 of the Civil Code of the State of California.

19. **Time.** Time is of the essence of this agreement, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

20. **Attorney's Fees.** In the event legal action is taken by the City to enforce the terms of this agreement, or remedy the breach thereof, or in any action against the surety, the court shall award to the City a sum representing its reasonable attorney's fees.

21. **Binding Effect.** This Agreement shall be binding upon and inure to the benefit of all successors, assigns, heirs, and representatives of the parties hereto.

22. **Entire Agreement; Governing Law.** This Agreement, together with the documents incorporated herein by reference and any exhibits referenced herein and attached hereto, states the entire agreement among the parties regarding the subject matters set forth in this Agreement, and supersedes all prior discussions, agreements, negotiations or understandings. This Agreement shall be construed and governed by the laws of the State of California and the parties agree that this Agreement is entered into and to be performed in the County of Kings.

23. **Severability.** The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision(s) in this Agreement shall not affect the other provisions of this Agreement.

24. **Authorized Representative.** Each signatory to this Agreement on behalf of an entity other than an individual, represents and warrants that he or she is the duly authorized representative of the party for whom the signatory executes this Agreement and may bind such entity to this Agreement.

25. The real property, lots 1 through 152, inclusive, Tract No.935, in the City of Lemoore, County of Kings, State of California, is more particularly described on Exhibit "B" and attached hereto.

IN WITNESS WHEREOF the parties have executed this agreement or caused the same to be executed by the officer thereunto duly authorized, on the day and year first written above.


CITY OF LEMOORE

By \_\_\_\_\_  
Marissa Trejo, City Manager

ATTEST:

\_\_\_\_\_  
Marisa Avalos, City Clerk

LENNAR HOMES OF CALIFORNIA, LLC.

By  \_\_\_\_\_  
MIKE MILLER, Vice President

OWNER OF PROPERTY

Millrose Properties California, LLC,  
A California limited liability company

By:  \_\_\_\_\_  
Name: Mike Miller  
Title: Authorized Signatory

## ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Fresno)

On November 3, 2025 before me, Christine Collins, Notary Public  
personally appeared Mike Miller, who proved to me on the basis of satisfactory evidence to be  
the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that  
he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their  
signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted,  
executed the instrument.

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

WITNESS my hand and official seal.

Signature

(Seal)



Attach Notary Acknowledgments for all Signatures



**EXHIBIT "A"**

**ENGINEERING ESTIMATE**

**Tract No. 935**

Site Grading	\$ 307,574.23
Sanitary Sewer	\$ 860,101.10
Water	\$ 631,449.00
Storm Drain	\$ 430,227.00
Dry Utilities	\$ 23,091.35
Concrete	\$1,486,609.25
Street Paving	\$1,439,843.40
Streetlights	\$ 194,000.00
Landscaping	\$ 184,550.00
Walls & Fencing	\$ 312,537.50
Miscellaneous	\$ 37,000.00
<b><i>Construction Total</i></b>	<b><i>\$5,906,983.00</i></b>
Contingency 15%	<u>\$ 886,047.43</u>
<b><i>Subtotal</i></b>	<b><i>\$6,793,030.00</i></b>
Engineering 6%	\$ 354,418.97
<b>OVERALL TOTAL</b>	<b>\$7,147,449.30</b>

**EXHIBIT "B"**  
**Subdivision Map**  
**Tract No. 935**

**EXHIBIT "C"**

**Planning Resolution No. 2022-15**

**Tract No. 935**

**EXHIBIT "D"**

**Resolution No. 2022-16**

**Tract No. 935**



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

## Staff Report

**Item No: 4-7**

**To: Lemoore City Council**  
**From: Estevan Benavides, Public Works Director**  
**Date: November 10, 2025 Meeting Date: November 18, 2025**  
**Subject: Bid Award– Fox Street and 19<sup>th</sup> Avenue Roadway Repair Project**

**Strategic Initiative:**

<input checked="" type="checkbox"/> Safe & Vibrant Community	<input checked="" 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:**

Approval of the Bid Award for the Fox Street and 19<sup>th</sup> Ave. Roadway Repair Project to MAC Engineering, INC. in the amount of \$1,304,972.50 and allocate a 10% project contingency and authorize the City Manager, or designee, to execute the agreement.

**Subject/Discussion:**

On August 2, 2025 the City published a notice inviting bids for the Fox Street Roadway Repair Project that will consist of an overlay on Fox Street from Hanford-Armona to Brentwood, micro surfacing from Brentwood St. to Cinnamon Dr., an overlay on 19<sup>th</sup> Ave. from Cinnamon Dr. to D Street, as well as curb, gutter, sidewalks, signing, striping and pavement markings on both locations.

Other bids received are as follows:

- Avison Construction - \$1,360,760.00
- Terra West Construction - \$1,366,299.00
- Cal Valley Construction - \$1,465,499.00
- Granite Construction Co. - \$1,522,116.59

**Financial Consideration(s):**

*“In God We Trust”*

This project is funded by the SB1 Gas Tax.

**Commission/Board Recommendation:**  
N/A

**Staff Recommendation:**

Staff recommends approval of the Bid Award and of the Fox Street and 19<sup>th</sup> Ave. Roadway Repair Project bid to MAC General Engineering INC, in the amount of \$1,304,972.50 and allocate a 10% for project contingency.

**Attachments:**

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

**Review:**

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

**Date:**

11/12/2025  
11/12/2025  
11/12/2025



**A & M**  
CONSULTING ENGINEERS

220 N Locust Street  
Visalia, CA, 93291  
559.429.4747  
Orfil@am-engr.com

October 27th, 2025

Dear Estevan Benavides,

We have completed the analysis of the bids received for the *Lemoore Fox St & 19<sup>th</sup> Ave Roadway Repairs*. The bidders for this project are ranked in the following order, starting with the lowest total project cost:

1. Mac General Engineering Inc.	\$1,304,972.50
2. Avison Construction	\$1,360,760.00
3. Terra West Construction	\$1,366,299.00
4. Cal Valley Construction	\$1,465,499.00
5. Granite Construction Company	\$1,522,116.59

Based on the totality of the bid package and estimated project cost, we have selected *Mac General Engineering Inc.* to move forward in the process. We recommend the City Council of the City of Lemoore award this contract to *Mac General Engineering*.

If you may have any questions or concerns, please do not hesitate to contact me at your earliest convenience.

Regards,

Orfil Muniz, PE  
A&M Consulting Engineers  
Principal Civil Engineer

## NOTICE OF AWARD

TO: MAC General Engineering, INC  
P.O. Box 178  
Exeter, CA 93221  
(559) 592-1888

PROJECT Description:

### **CITY OF LEMOORE FOX STREET AND 19<sup>TH</sup> AVE ROADWAY REPAIR PROJECT**

The OWNER has considered the BID submitted by you for the above described WORK. You are hereby notified that your BID has been accepted for items in the amount of One million three-hundred and four thousand, nine-hundred and seventy-two dollars and fifty cents (\$1,304,972.50).

You are required by the Information for BIDDERS to execute the Agreement and furnish the required CONTRACTOR's certificates of insurance within ten (10) calendar days from the date of this Notice to you.

If you fail to execute said Agreement, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your BID as abandoned and as a forfeiture of your BID BOND. The OWNER 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 OWNER. Dated this 19th day of November 2025.

City of Lemoore

By: Marissa Trejo Title: City Manager

## ACCEPTANCE OF NOTICE

Receipt of the above NOTICE OF AWARD is hereby acknowledged by

MAC General Engineering, INC

this, the \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_.

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





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

## Staff Report

Item No: 4-8

**To:** Lemoore City Council  
**From:** Kristie Baley  
**Date:** November 7, 2025      **Meeting Date:** November 18, 2025  
**Subject:** Termination of Agreements to Redevelop 231 E Street – Contract of Sale between City of Lemoore and David Silviera/Bobby Lee – Contract for Conveyance and Development between City of Lemoore and Coker Ellsworth

**Strategic Initiative:**

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

**Proposed Motion:**

Approval to 1) terminate the Contract of Sale City “E” Street Property entered into on May 4, 2004 between City of Lemoore (“Seller”) and David J. Silviera and Bobby C. Lee (the “Buyers”), Kings County Document No. 0422093 and 2) terminate the Contract for Conveyance and Development (E Street Property) entered into on September 9, 2005 between the City of Lemoore (“the City”) and Coker Ellsworth, Inc. (“Developer”), Kings County Document No. 0534245 and authorize City Manager to sign release documents.

**Subject/Discussion:**

In 2004, the City of Lemoore entered into an agreement with David Silviera and Bobby Lee (buyers) to sell and redevelop 231 E Street (APN 020-053-003) for commercial development. The site is located on the south side of E Street between Heinlen and Follett Streets. The purchase price of the property was \$30,000, which was not less than the fair market value of the property. The intent of the sale was to the benefit of the City by increasing the assessed property value within one year of close of escrow, annual gross taxable sales from the development (restaurant/lounge) within 2 years of close of escrow.

In 2005, the City entered into a contract for conveyance and development with Coker Ellsworth to purchase the property and construct a two-story building with combination restaurant or retail and office or housing according to a performance schedule. A site plan was approved in 2006 to build the 9,110 sq. ft. two-story commercial building and in 2007 building permits were ready for issuance, however Mr. Ellsworth indicated that his clients had not decided whether they would continue with the project due to the amount of fees due and a request for extension was requested.

The agreement was amended three times between 2005 and 2010 to extend the project. Mr. Ellsworth stated that it was shortly after that an existing restaurant in Lemoore was found to be failing and after discussion with the City Manager, Mr. Ellsworth felt it advantageous to buy the failing restaurant located at 850 east D Street instead of constructing a new one. The last amendment approved in 2009 provided 3 additional years, but unfortunately, the existing restaurant Mr. Ellsworth purchased failed during that time, as did its two successors over the next several years, leaving Mr. Ellsworth unable to develop the vacant lot.

Mr. Ellsworth has since sold the restaurant building on east D Street which is now operating as Valle Grullense and is currently in the position to sell the vacant lot at 231 E Street to a buyer for development. Mr. Ellsworth has asked the City to terminate the agreements so that he can close escrow. Staff reviewed documents and believe that it would benefit the City if the agreements were terminated so that the property can be purchased and developed by another party.

**Financial Consideration(s):**

None.

**Alternatives or Pros/Cons:**

The City can offer to purchase the property back at market value (\$119,000), however, there does not appear to be anything in the agreement that would require Mr. Ellsworth to accept said offer.

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends approval of the request to terminate both the Contract of Sale City "E" Street Property entered into on May 4, 2004 between City of Lemoore and David J. Silveira and Bobby C. Lee, and the Contract for Conveyance and Development (E Street Property) entered into on September 9, 2005 between the City of Lemoore and Coker Ellsworth, Inc.

**Attachments:**

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Map
- ☒ Contracts (2)
- ☒ Other  
Releases (2)

**Review:**

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

**Date:**

11/12/2025  
11/12/2025  
11/12/2025



RECORDING REQUESTED BY  
CHICAGO TITLE COMPANY  
AND WHEN RECORDED MAIL TO

119 FOX STREET  
LEMOORE, CA 93245



Doc Nbr: 0422093

Doc Type: 22

Titles: 01 Pages: 011

Fees: 37.00

Taxes: 0.00

PAID: \$37.00

Kings County Clerk Recorder  
George J. Misner

07/28/2004

08:00:00

**Chicago Title Company**

r019

Escrow No. 1057330 - MAS  
Order No. 1057330 - CW

SPACE ABOVE THIS LINE FOR RECORDER'S USE

CONTRACT OF SALE

THIS PAGE ADDED TO PROVIDE ADEQUATE SPACE FOR RECORDING INFORMATION  
(Additional recording fee applies)

11/1/2004 11:11:00

RECEIVED

20



2

Recording Requested By )  
 And When Recorded Return to: )  
 )  
 )  
 )  
 City of Lemoore )  
 119 Fox Street )  
 Lemoore, California 93245 )

Space Above for Recorder's Use

### CONTRACT OF SALE

### CITY "E" STREET PROPERTY

This Contract of Sale (the "Contract") is entered into as of May 4<sup>th</sup>, 2004 (the "Effective Date"), by and between the CITY OF LEMOORE (the "Seller"), and David Silveira and Bobby/Lee (the "Buyers"), with respect to the following facts:

/s.

C.

#### Recitals

A. The Seller owns certain real property, APN 020-053-003, within the City of Lemoore (the "Site"). The Site is located on the south side of "E" Street between Follett and Fox Streets. The Site is approximately 75' x 150, or 11,250 square feet and is described on Exhibit A, which is attached to and made part of this contract.

B. The Buyers desire to purchase and the Seller desires to sell the Site for commercial development and use, all on the terms and conditions in this Contract. Buyers represent sale and development of the Site will have the following material benefits to the Seller, which have been relied on by the Seller in entering this Contract and which shall be conditions of sale, transfer, development and use of the Site:

- (1) Assessed property value of land, improvements and equipment will exceed \$400,000 within one year of close of escrow.
- (2) Annual gross taxable sales of Buyers' restaurant/lounge at the facility built on this property will exceed \$300,000 within two years of close of escrow.
- (3) The number of Project employees at this site within the City of Lemoore will be at least 4 full-time and 2 part-time within the two years of close of escrow.

THEREFORE, the Seller and the Buyers agree as follows:

#### ARTICLE 1. PURCHASE PRICE

Section 1.01. The purchase price for the Site (the "Price") shall be Thirty Thousand and 00/100 Dollars (\$30,000.00), which is not less than the fair market value of the Site. The Price shall be payable by the Buyers to the Seller as follows:

The Buyers shall pay \$5,000 in cash into escrow upon execution of this Agreement. This amount is non-refundable. An additional \$25,000 will be due upon close of escrow.

Section 1.02. The total purchase price amount as set forth in this article shall be full payment for the Site and any improvements thereon as of the close of escrow.

#### ARTICLE 2. ESCROW

Section 2.01. Escrow shall be opened to consummate purchase and sale of the Site at Chicago Title Company (the "Escrow Agent"), 449 W. "D" Street, Suite C, Lemoore, CA 93245, within five days after the Effective Date. This Contract shall constitute joint escrow instructions of the Seller and the Buyers. A duplicate original of this Contract shall be delivered to the Escrow Agent upon the opening of the escrow. The Seller and the Buyers shall execute such additional escrow instructions, not inconsistent with the terms of this Contract, as may be necessary or appropriate to consummate the purchase and sale of the Site.

Section 2.02. Close of escrow, the Seller's obligation to sell the Site and the Buyers' obligation to purchase the Site shall be subject to the following conditions:

(a) Issuance of a standard CLTA title insurance policy by a qualified title insurance company, in the amount of the Price, evidencing that the Seller will convey good and marketable title to the Site at close of escrow, subject only to such liens, encumbrances, clouds, conditions or exceptions as may be approved by the Buyers. The Buyers shall be deemed to have approved any and all such liens, encumbrances, clouds, conditions or exceptions that the Buyers do not object to in writing within five days after a preliminary title report issued by the title company is delivered to the Buyers.

(b) Subject to Seller's reversionary rights described in Section 3.01(d), delivery of possession of the Site to the Buyers immediately upon close of escrow, free and clear of all uses and occupancies except those the Buyers may waive in writing.

(c) Deposit by the Buyers into escrow of the balance of the Price as specified in subsection 1.01(b) above.

(d) Possession. Possession of the Site shall be delivered to Buyers at

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close of escrow, free of possessory rights of any third parties.

2.03. If either party fails to satisfy any of the conditions specified in Section 2.02 or any other provision of this Contract to be performed by it within 60 days after the opening of escrow as provided in Section 2.01 or such additional period as the parties may mutually agree in writing, the other party shall have the right, exercisable by written notice to the Escrow Agent and the failing party, to cancel the escrow, terminate this Contract. If the Buyers cancel and terminate in accordance with this section solely for the Seller's failure to satisfy its conditions under Section 2.02, the Buyers shall be entitled to recover amounts, if any, deposited into escrow on account of the purchase price for the Site. A party's exercise of its right under this section shall not constitute waiver by the party of any other rights it may have against the other party for breach of this Contract. The Escrow Agent shall be, and is hereby, irrevocably instructed, on receipt of notice of cancellation from a party pursuant to this section, to immediately refund to that party all money and instruments the party may have deposited in escrow pursuant to this Contract, less that party's share of escrow cancellation fees.

2.04. The parties acknowledge that the Seller is a tax-exempt government entity and therefore no real property taxes or assessments should be due for that period of time the Seller has held title to the Site. The Buyers shall pay all real property taxes and assessments on the Site and taxes on this Contract or any rights hereunder levied or imposed for any period commencing after conveyance of title.

2.05. The parties acknowledge and represent to each other that no real estate or other brokers or agents have been employed by either of them with respect to purchase or sale of the Site. Neither the Seller nor the Buyers shall be obligated or liable for any real estate commissions, brokerage fees or finders' fees, which may arise from this Contract.

2.06. The expenses of escrow and certain other amounts required in connection with this Contract shall be paid as provided in this Section 2.06. Deposit of such fees and amounts in escrow, or delivery of evidence in escrow that any such fees or amounts have been paid outside of escrow, shall be further conditions to close of escrow and the parties' respective obligations under this Contract.

(a) In addition to the purchase price for the Site, the Buyers shall pay:

- (1) Any title insurance premium amount in excess of the premium amount for the CLTA standard title insurance on the Site attributable to the Price;
- (2) One-half of the escrow fee;
- (3) Recording fees, if any;
- (4) Notary fees;



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(5) Any State, County or City documentary stamps or transfer taxes.

(b) The Seller shall pay:

(1) Costs necessary to place the title to the Site in the condition for conveyance required by the provisions of this Contract;

(2) Cost of drawing the grant deed;

(3) The portion of the title insurance premium amount for the CLTA standard title insurance on the Site attributable to the Price; and

(4) One-half of the escrow fee.

2.07. Except as expressly provided herein with respect to title insurance, (1) the Buyers shall be solely responsible for obtaining insurance coverage with respect to the Site as of the close of escrow; (2) no insurance policies shall be transferred through escrow; and (3) no premiums for insurance shall be prorated.

### ARTICE 3. DEVELOPMENT AND USE CONDITIONS

3.01 The parties acknowledge that the City of Lemoore's land use plan designation and zoning on the Site presently allow commercial uses, including restaurant/lounge operations, and that the Seller would not agree to convey the Site unless the Buyers agree to develop and use the Site for commercial uses consistent with such land use designation and zoning. Therefore, as further consideration for purchase and sale of the Site, the Buyers shall construct on the Site buildings, structures and improvements suitable to, and shall use the Site for, a restaurant/lounge (the "Project"). The Project shall include but not necessarily be limited to a 2500 square foot building and outdoor patio, parking facilities, infrastructure improvements, landscaping and all other improvements necessary or appropriate for such use. The Project shall be designed, constructed, operated and maintained to achieve each of the conditions set forth in items (1), (2) and (3) in Recital B of this Contract, and so that food sales will constitute at least 20 percent of the gross taxable sales of the Project.

(a) Development, use and operation of the Project on the Site shall be in conformity with all applicable Federal, State and local laws, codes, ordinances, regulations, standards and land use plans. Specifically, the Project will comply fully with any and all requirements set forth in the City Downtown Architectural Design Guidelines.

(b) The Buyers shall apply for and obtain, at their sole expense, site plan approval, conditional use permit and all other development entitlements, approvals and permits from the City and any other governmental agency which may be necessary or





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appropriate for such development and use of the Site and the Project, and shall pay all fees and costs associated therewith including appropriate Development Impact Fees. City Development Impact Fee payment will be deferred until the Certificate of Occupancy is ready to be issued, at which time such fees will be due in full prior to issuance of the Certificate. The Buyers acknowledge that approval and issuance of development entitlements, approvals and permits for the Project may be discretionary. Nothing in this Contract commits the City or any other government agency or official to approve or issue any discretionary development entitlement, permit or approval.

(c) The Buyers shall complete construction of the Project, including all appurtenant on-site and off-site improvements, within eighteen months after the Effective Date. Completion of the Project shall be determined by inspection of the Site and the Project improvements by the Seller or its representative. Upon a showing of good cause by the Buyers, the City Manager may extend the completion date for such additional period as he deems appropriate under the circumstances.

(d) For a period of five (5) years following the close of escrow, Buyers shall not voluntarily sell or transfer any of Buyers' right, title and interest in the Site, without the prior written approval of the Seller. If there is any action or attempt by Buyers to sell or otherwise dispose of the Site contrary to the restrictions of this Section the Seller will have the right, at its option and in the manner provided by law for exercising power of termination, to reenter and take possession of the Site, together with all improvements thereon, and terminate and revest in the Seller the estate conveyed to the Buyer.

3.02. The provisions of this Article 3 constitute covenants which shall, without regard to technical classification and designation, be binding on the Buyers and any successor in interest to the Site, the Project or any part of either, for the benefit and in favor of the Seller, its successors and assigns. This Contract shall be recorded against the title to the Site and upon such recordation, the covenants in this Article 3 shall constitute covenants running with the land and shall be enforceable as such. Such covenants shall remain in effect until such time as the Seller determines that they are no longer needed and records a document releasing the Site and the Project from the covenants.

#### ARTICLE 4. MISCELLANEOUS

4.01. If any party defaults in performance of its obligations under this Contract, the other party shall be released from any obligation to perform this Contract and may proceed against the defaulting party on any cause of action or for any remedy given such party in law or equity, including but not limited to specific performance. Without limiting the generality of the foregoing or any other rights or remedies which may be available to the Seller, in the event of default by the Buyers before close of escrow, the Seller shall be entitled to apply any portion of the purchase price that may have been deposited or paid to any damages, costs or losses incurred by the Seller as a result of such default.

4.02. Any and all notices or other communications required or permitted by this Contract or by law to be served on or given to a party to this Contract by the other party or





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the Escrow Agent shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed or, in lieu of such personal service, 72 hours after deposit in the United States mail, first-class postage prepaid, addressed as follows:

If to the Buyers:

David J. Silveira  
P.O. Box 607  
Lemoore, CA 93245

Bobby Lee C.  
41 South Cambridge Drive  
Lemoore, CA 93245

If to the Seller:

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

If to the Escrow Agent:

Chicago Title Company  
449 W "D" Street, Suite C  
Lemoore, CA 93245  
Attention: \_\_\_\_\_

Either party may change its address by giving notice to the other party and to the Escrow Agent as provided in this section.

4.03 Any objections provided for or mentioned in Article 2 or other provisions of this Contract shall be of no force or effect unless they are in writing and until they are served on the other party(ies) as provided in Section 4.02 personally or by United States mail, first-class postage prepaid.

4.04. (a) The Buyers shall take the Site on an "as is" basis and shall be solely responsible for investigating and determining whether the Site is suitable for development, use and operation of the Project and for any other purposes of the Buyers. The Seller makes no representation or warranty whatsoever, express or implied, as to the condition of the Site, as to the suitability of the Site for the Buyers' purposes, as to the presence, existence, use, storage or disposal (past or present) of any hazardous materials on or under the Site, as to the value of the Site, as to any rights therein, or as to any title or matters affecting title other than those implied covenants arising from a conveyance by grant



deed; except that the Seller expressly represents and warrants that the Site is planned and zoned for commercial uses, and that as of the Effective Date the Seller has no actual knowledge of the presence, existence, use or disposal of any hazardous materials on or under the Site. Without limiting the foregoing. THE SELLER MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO THE MERCHANTABILITY OR FITNESS FOR PARTICULAR USE OR PURPOSE OF ANY PORTION OF THE SITE. The Buyers acknowledge that the Seller and the City have made all disclosures and provided all notices to the Buyers required by Section 25359.7 of the California Health & Safety Code.

(b) Based on and subject to subsection 4.04(a), the Buyers shall indemnify, hold harmless and defend the Seller and its boards, commissions, councils, officers, officials, employees and agents from any and all loss, liabilities, costs, fines, penalties and damages that may be charged or claimed against the Seller or any of its boards, commissions, councils, officers, officials, employees or agents, and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising from or in any way connected with the use, generation, storage, disposal or discharge of hazardous materials on or under the Site, at any time after conveyance of title to or transfer of possession of the Site to the Buyers, by the Buyers, or any of their employees, contractors, representatives or agents, in violation of federal, State or local law.

(c) For purposes of this Contract, "hazardous materials" shall include but not be limited to substances defined as "hazardous substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 USC Sections 9601-9675); the Hazardous Materials Transportation Act, as amended (49 USC Sections 6901-6992k); and any substance defined as "hazardous waste" in California Health & Safety Code Section 25117 or as "hazardous substance" in California Health & Safety Code Section 25316; and in the regulations adopted and publications issued under any of these laws.

4.05. If any litigation or arbitration proceeding is commenced between the parties concerning the Site, the Project, this Contract or the rights and duties of the parties in relation thereto, the prevailing party in such litigation or proceeding shall be entitled, in addition to such other relief as may be granted, to recover from the other party its reasonable attorneys' fees and costs incurred in the litigation or proceeding. The amount of such attorneys' fees and costs shall be determined by the court or arbitrator(s) or in a separate action brought for that purpose.

4.06. (a) In addition to and without limitation on paragraph 3.01(d), the Buyers shall not at any time assign, convey or otherwise transfer, or attempt to assign, convey or transfer, this Contract or any of their rights or obligations hereunder without the prior written consent of the Seller, which shall not be withheld unreasonably. This requirement will apply to any proposed assignment, conveyance or transfer by the Buyers to a limited liability company, partnership, corporation or other business entity created by the Buyers.

(b) Subject to subsection 4.06.(a), the Contract shall bind and benefit the Buyers, the Seller and their respective heirs, assigns, representatives, transferees and successors in interest of any nature.

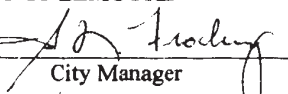
4.07. This Contract constitutes the sole and only agreement between the Buyers and the Seller concerning purchase and sale of the Site and their rights and duties in connection with purchase and sale of the Site. Any agreements, understandings or representations between the Buyers and the Seller regarding those matters are null and void unless set forth in this Contract.

The Seller and the Buyers each represent that this Contract has been executed by their respective duly authorized representatives as of the Effective Date.

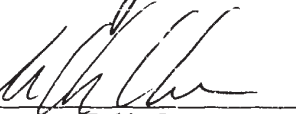
**SELLER**

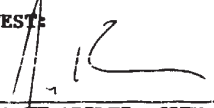
**BUYER**

CITY OF LEMOORE

By   
City Manager  
Steven L. Froberg

By   
David J. Silveira

By   
Bobby Lee  
C.

ATTEST:  
BY:   
JEFF BRILTZ, CITY CLERK

[SIGNATURES MUST BE NOTARIZED]



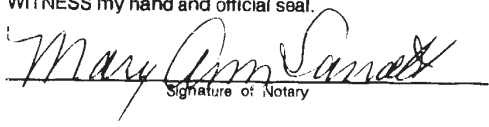
10

STATE OF CALIFORNIA )  
COUNTY OF KINGS ) SS.

On May 19, 2004 before me, MARY ANN SARRATT

a Notary Public in and for said County and State, personally appeared STEVEN L. FROBERG

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
  
Signature of Notary




STATE OF CALIFORNIA )  
COUNTY OF KINGS ) SS.

On July 23, 2004 before me, MARY ANN SARRATT

a Notary Public in and for said County and State, personally appeared DAVID J. SILVIERA AND BOBBY C. LEE

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.  
  
Signature of Notary





( )

Exhibit A

LOTS 26 AND 27 IN BLOCK 48 OF THE CITY OF LEMOORE, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF ON FILE IN THE OFFICE OF THE COUNTY RECORDER OF THE SAID COUNTY OF KINGS, STATE OF CALIFORNIA.

APN: 020-053-003

10/10/10 10:10:10

10/10/10 10:10:10

**RECORDING REQUESTED BY:**

CITY OF LEMOORE

**AND WHEN RECORDED MAIL TO:**

CITY OF LEMOORE

711 W Cinnamon Drive

LEMOORE, CA. 93245

---

Space above this line for Recorder

**RELEASE OF CONTRACT FOR SALE  
(CITY "E" STREET PROPERTY)**

The City of Lemoore hereby formally acknowledges and attests that the **CONTRACT OF SALE("Contract")CITY E STREET PROPERTY** executed by THE CITY OF LEMOORE, (the "Seller") and David J. Silviera and Bobby C. Lee (the "Buyers") on May 4, 2004 recorded at the office of the KINGS COUNTY RECORDER on July 28, 2004 as Document Number 0422093, Book N/A Page N/A was terminated by majority vote of the Lemoore City Council during a regularly scheduled meeting on November 18, 2025 and is no longer in effect.

The subject real property released.

Said property is located at 231 E Street in the City of LEMOORE, County of KINGS, State of California and is legally described as:

Lot 26 and 27 in Block 48 of the City of Lemoore, County of Kings, State of California, according to the Official Map thereof on file in the Office of the County Recorder of the said County of Kings, State of California.

Date\_\_\_\_\_

**CITY OF LEMOORE**

by:\_\_\_\_\_

Marissa Trejo, City Manager

**PUBLIC AGENCY ACKNOWLEDGEMENT**

**State of California**  
**County of Kings**  
**City of Lemoore**

On \_\_\_\_\_, before me, Marisa Avalos, City Clerk,  
personally appeared Marissa Trejo, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to  
the within instrument and acknowledged to me that she executed  
the same in her authorized capacity, and that by her signature  
on the instrument the person, or the entity upon behalf of which  
the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

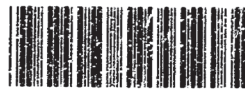
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\_\_\_\_\_  
(Notary Public (Seal Required))

**RECORDING REQUESTED BY  
CHICAGO TITLE CO.**

RECORDING REQUESTED BY:  
CITY OF LEMOORE  
WHEN RECORDED, RETURN TO:  
CITY OF LEMOORE  
119 FOX STREET  
LEMOORE, CA 92345

# 4110 0107-MS/CW



Doc Nbr: 0534245

Doc Type: 03

Titles: 01 Pages: 018

Fees: 0.00

Taxes: 0.00

PAID: \$0.00

Kings County Clerk Recorder

10/14/2005

Ken Baird

14:47:06

**Chicago Title Company**

R015

Space Above for Recorder's Use

**CONTRACT FOR CONVEYANCE AND DEVELOPMENT  
(E Street Commercial Project)**

This Contract for Conveyance and Development (the "Contract") is entered into as of Sept 9, 2005 (the "Effective Date"), by and between the CITY OF LEMOORE, a California charter city (the "City"), and COKER ELLSWORTH, INC., a California corporation (the "Developer"), with respect to the following facts:

**Recitals**

A. The City owns a parcel of unimproved real property located on the south side of "E" Street between Follett and Heinlen Streets in the City of Lemoore, designated as APN 020-053-003 and described on Exhibit A, which is attached to and made part of this Contract (the "Site").

B. The City has determined that the Site is no longer needed for public use. The City desires to sell and convey the Site to the Developer, and the Developer desires to purchase and accept conveyance of the Site from the City, for development, operation and maintenance of a two-story building with space for a combination of restaurant, retail and office uses (the "Project"), all on and subject to the terms and conditions in this Contract.

C. The sale, purchase, conveyance and other transactions specified in this Contract are for the common benefit, are in the best interests of the City and its residents, and are authorized under California Government Code Section 37350.

THEREFORE, the City and the Developer agree as follows:

**ARTICLE 1. PURCHASE PRICE**

Section 1.01 The purchase price (the "Purchase Price") for the Site is \$30,000.00, payable by the Developer to the City as follows:

(a) On the date escrow is opened as provided in Article 2, the Developer shall pay \$5,000.00 in escrow as a deposit on the Purchase Price. This amount will be paid to the City at close of escrow.



(b) The Developer shall pay the balance of the Purchase Price (\$25,000.00) by depositing a check into the escrow in time to meet the Escrow Agent's requirements for immediately available funds for close of escrow.

## ARTICLE 2. ESCROW

Section 2.01 The parties shall open escrow to complete conveyance of the Site at Chicago Title Company, 449 West D Street, Lemoore, CA (the "Escrow Agent"), within five days after the Effective Date. This Contract will constitute initial joint escrow instructions of the City and the Developer. A duplicate original of the Contract will be delivered to the Escrow Agent on the opening of the escrow. The City and the Developer shall execute any additional escrow instructions, not inconsistent with the terms of this Contract, as may be necessary or appropriate to complete conveyance of the Site.

Section 2.02 Close of escrow, the City's obligation to convey the Site and the Developer's obligation to accept conveyance of the Site are subject to the following conditions:

(a) Unless title insurance is waived by the Developer, issuance of a standard CLTA title insurance policy by a qualified title insurance company, in the amount of \$30,000.00 (or such lesser amount as may be requested by the Developer), evidencing that conveyance of the Site will be subject only to such liens, encumbrances, clouds, conditions or exceptions as may be approved by the Developer. The Developer will be deemed to have approved any and all such liens, encumbrances, clouds, conditions or exceptions that it does not object to in writing within five days after a preliminary title report issued by the title company is delivered to the Developer.

(b) Delivery of possession of the Site to the Developer at close of escrow, free and clear of all uses and occupancies except those the Developer may waive in writing.

(c) Deposit by the City into escrow of a grant deed conveying the City's interest and title in the Site to the Developer.

(d) Deposit by the Developer of the balance of the Purchase Price as specified in paragraph 1.01(b).

(e) Payment of all amounts specified in Section 2.06 by the responsible party.

Section 2.03 If either party fails to satisfy any conditions specified in Section 2.02 to be performed by it within 30 days after the opening of escrow or any additional period as the parties may mutually agree in writing, the other party will have the right, by written notice to the Escrow Agent and the failing party, to cancel the escrow and terminate this Contract. A party's exercise of its right to cancel and terminate under this section will not waive any other rights the party may have against the other party for breach of this Contract. The Escrow Agent is irrevocably instructed, on receipt of notice of cancellation from a party pursuant to this section, to immediately refund to that party all money and instruments the party may have deposited in escrow pursuant to this Contract.

Section 2.04 The parties acknowledge that the City is a tax exempt government entity and therefore no real property taxes or assessments should be due for that period of time the City has held title to the Site. However, real property taxes and assessments (if any) on the Site, and taxes (if any) on this Contract or any rights hereunder, levied, assessed or imposed for any period commencing prior to conveyance will be the responsibility of the City. Real property taxes and assessments (if any) on the Site and taxes (if any) on this Contract or any rights hereunder levied or imposed for any period commencing after conveyance will be the responsibility of the Developer.

Section 2.05 The parties acknowledge and represent to each other that no real estate or other brokers or agents have been employed by any of them with respect to conveyance of the Site. Neither the City nor the Developer will be obligated or liable for any real estate commissions, brokerage fees or finders' fees.

Section 2.06 Escrow fees and certain other amounts required in connection with this Contract will be paid as provided in this Section 2.06. Deposit of the fees and amounts in escrow, or delivery of evidence in escrow that such fees or amounts have been paid outside of escrow, is a further condition to close of escrow and the parties' respective obligations under this Contract.

(a) The Developer shall pay:

- (1) Any amounts for title insurance coverage, binders or endorsements in excess of the premium amount for standard CLTA title insurance on the Site attributable to the amount of \$30,000.00;
- (2) One-half the escrow fee;
- (3) One-half the recording fees, if any;
- (4) The Developer's notary fees;
- (6) Any State, County or City documentary stamps or transfer taxes.
- (7) One-half of other fees or amounts required by this Contract, the Escrow Agent or the escrow instructions in order to complete the conveyance of the Site and close the escrow.

(b) The City shall pay:

- (1) Cost of drawing the grant deed;
- (2) The portion of the title insurance premium amount for CLTA standard title insurance on the Site attributable to an amount up to \$30,000.00; and

- (3) Costs necessary to place the title to the Site in the condition approved by the Developer as provided in paragraph 2.02(a);
- (4) One-half the escrow fee.
- (5) One-half the recording fees, if any.
- (6) The City's notary fees.
- (7) One-half of other fees or amounts required by this Contract, the Escrow Agent or the escrow instructions in order to complete the conveyance of the Site and close the escrow.

Section 2.07 Except as provided in paragraph 2.06(b) with respect to the City's obligation for the CLTA standard title insurance premium, (i) the Developer will be solely responsible for obtaining insurance coverage on the Site as of the close of escrow; (ii) no insurance policies will be transferred through escrow; and (iii) no premiums for insurance will be prorated.

Section 2.08 (a) The City will convey and the Developer will take the Site in "AS IS" condition, with all faults. The City makes no representation or warranty whatsoever, express or implied, as to the condition of the Site, as to the presence, existence, use, storage or disposal (past or present) of any hazardous materials on, under or in the vicinity of the Site, as to the value of the Site, as to any rights therein, or as to any title or matters affecting title. The "AS IS" conditions of the Site also include, without limitation, the following:

- (1) Any conditions disclosed in the public records of regulators such as, without limitation, the Kings County Health Department and the Regional Water Quality Control Board;
- (3) Any environmental or other physical conditions on, under or in the vicinity of the Site;
- (4) Buried debris or structures;
- (5) Soil compaction;
- (6) Presence of hazardous materials;
- (7) The condition of the soil or its geology;
- (8) The presence of known or unknown seismic faults; and
- (9) The suitability of the Site for the Developer's purposes or use.

The Developer's approval of Site conditions and the feasibility of the Site for the Developer's intended use are not conditions to close of escrow or the Developer's obligation to purchase the Site.

(b) As of the Effective Date, the Developer has a license and right for it, its contractors and agents to enter onto the Site before close of escrow for the purpose of conducting due diligence investigations. The Developer will be solely responsible, at its expense, to investigate and determine that the condition of the Site is suitable, and to perform such due diligence investigations and testing as, in its discretion, it believes appropriate for the Developer's purposes. The Developer will complete due diligence investigations of the Site within 30 days after the Effective Date. The Developer's investigations may include, but are not limited to, reviewing all zoning regulations, other governmental requirements, studies or investigations of soil, seismic and other surface and subsurface conditions including, without limitation, the presence of hazardous materials, and feasibility studies, including without limitation architectural, engineering, environmental, soil testing, development and economic feasibility studies. On request by the City, the Developer will give the City a copy of all reports and test results on the Site.

(c) The City has no knowledge or reasonable cause to believe that there has been any release of hazardous materials or that hazardous materials have come to be located, on or beneath the Site. The Developer acknowledges that the City has made all disclosures and provided all notices to the Developer required by Section 25359.7 of the California Health & Safety Code, and the Developer expressly waives any rights or remedies under Section 25359.7.

(d) In consideration of the City's conveyance of the Site to the Developer and performance of the City's other predisposition and post-disposition obligations in this Contract, the Developer releases the City from all claims which the Developer may have against the City resulting from or connected with the environmental condition of the Site. This release includes, without limitation, any claims the Developer may have against the City under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (CERCLA) or under any other statute, code, ordinance, regulation or order concerning hazardous or toxic substances, wastes or materials, whether Federal, State or local. As to such claims, the Developer expressly waives the benefits of Civil Code Section 1542, which reads as follows:

"A general release does not extend to claims which the creditor does not know or expect to exist in his favor at the time of executing the release, which if known by him must have materially affected settlement with the debtor."

### **ARTICLE 3. PROJECT DEVELOPMENT AND USE CONDITIONS**

Section 3.01 The Developer acknowledges that the City would not agree to convey the Site to the Developer unless the Developer agrees to construct, operate and maintain on the Site a two-story commercial building with space to be leased, occupied and used for a combination of restaurant, retail and office uses (the "Project"). The Project is further described in Exhibit B, which is attached to and incorporated in this Contract. In consideration of the City's conveyance of the Site



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to the Developer and performance of the City's obligations in this Contract, the Developer shall comply with the conditions and its obligations in this Article 3.

Section 3.02 (a) Immediately on close of escrow, the Developer shall commence and diligently pursue all steps to obtain, at its expense, approval of all development entitlements, approvals and permits from the City and other governmental agencies required for construction, development, operation and use of all Project improvements, including but not limited to site plan review, building permits and associated environmental reviews.

(b) The Developer acknowledges that action by the City and other governmental agencies on the development entitlements, approvals and permits required for the Project may be legislative, quasi-judicial or otherwise discretionary in nature. The City cannot commit in advance to approve any such matter. Neither the City nor any other governmental agency will be liable, in law or equity, to the Developer or any of its employees or contractors for any failure of the City or any other governmental agency to make required findings for or to grant approval on any matter subject to discretionary approval.

Section 3.03 (a) The schedule setting out times for commencement, construction and completion of the Project ("Project Schedule") is set out in Exhibit C, attached to and incorporated in this Contract. The Developer will begin construction of the Project by the date provided in the Project Schedule and will diligently complete the Project according to the Project Schedule, subject to extension as provided in paragraph (b).

(b) The City may extend the Project Schedule in writing for a period reasonably necessary to overcome any delay, to the extent the delay is due to a cause that is beyond the Developer's control and could not, with reasonable diligence, have been foreseen and avoided by the Developer. Such causes include, for example, acts of God; unusually severe weather or flood; war, riot or act of the public enemy; labor dispute; unavoidable inability to secure labor, materials, supplies, tools or transportation; or acts or omissions of any governmental authority having jurisdiction (other than acts of the City permitted by or contemplated by this Agreement). The Developer's lack of funds or the Developer's inability to obtain financing for construction of the Project shall not be construed as unforeseen or unavoidable. As a condition precedent to any extension, the Developer shall give the City notice of any delay-causing event within 10 days after its onset, stating the cause of the delay and the extension the Developer reasonably expects is needed and asking the City to approve an extension. If the City approves an extension, it shall be noted in writing as modifying this Contract and the Performance Schedule. Obtaining an extension shall be the Developer's sole means of avoiding potential breach of the construction covenants herein when a delaying event occurs.

Section 3.04 In addition to and without limitation on Section 4.01, the Developer shall construct, use, operate and maintain the Project on the Site, including any structures or improvements installed by the Developer, in conformity with the conditions of any development entitlement or permit approved by the City for the Project, the City's Zoning Code, and all other applicable Federal, State and local laws, codes, ordinances, regulations, standards, land use plans and development permits.

Section 3.05 (a) All costs in connection with the development, construction and installation of the Project improvements will be the responsibility of the Developer. Such costs include construction of all on-site and off-site improvements required for the Project under any development entitlement or permit approved by the City for the Project, the City's Zoning Code, and all other applicable Federal, State and local laws, codes, ordinances, regulations, standards, land use plans and development permits.

(b) Without limitation on paragraph (a), to satisfy the parking requirements for the Project, the Developer shall pay to the City in-lieu amounts sufficient to comply with such requirements under subsection 9-12-3(G) of the City's Zoning Ordinance.

Section 3.06 The provisions of this Article 3 constitute covenants which will, without regard to technical classification or designation, be binding on the Developer, its officers, directors, employees and any successor in interest to the Site, the Project or any part of either, for the benefit and in favor of the City and its successors and assigns. This Contract will be recorded against the title to the Site and, when so recorded, the covenants in this Article 3 will constitute covenants running with the land and will be enforceable as such. Such covenants shall remain in effect until such time as the City Manager of the City determines that they are no longer needed and records a document releasing the Site and the Project from the covenants.

#### ARTICLE 4. GENERAL

Section 4.01 In performing its obligations under this Contract, the Developer shall comply with all applicable laws, regulations and rules of all federal, state and local governmental agencies having jurisdiction including, without limitation, applicable federal and state labor standards and environmental laws and regulations. The Developer, not the City, is responsible for determining applicability of and compliance with all federal, state and local laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, Government Code, the Lemoore City Charter and the Lemoore Municipal Code. The City makes no representations regarding the applicability of any such laws to this Contract, the construction, development, operation, use or maintenance of the Project, or the parties' respective rights or obligations hereunder including, without limitation, payment of prevailing wages, competitive bidding, subcontractor listing, or other matters. The City shall not be liable or responsible, in law or equity, to any person for the Developer's failure to comply with any such laws, regardless of whether the City knew or should have known of the need for Developer to comply, or whether the City failed to notify Developer of the need to comply.

In addition to and without limitation on its indemnity obligations under any other provision of this Contract, the Developer shall defend, indemnify and hold harmless the City and its officers, employees, agents, representatives and volunteers from and against any and all present and future liabilities, obligations, orders, claims, damages, fines, penalties and expenses (including attorneys'

fees, costs and legal expenses) arising out of or in any way connected with the Developer's compliance or failure to comply with the above covenant to comply with all laws.

**Section 4.02** This section is intended to prevent land speculation and will be liberally interpreted to accomplish that end. The objective of the parties is to achieve use of the Site only for development, operation and maintenance of the Project as provided in this Contract.

(a) Except as provided in paragraph 4.02(b), until 60 percent of the space in the Project is leased or otherwise occupied and in use, the Developer shall not do the following without first obtaining the City's consent:

- (1) Sell, transfer, convey or assign the Site or the Project, or any part of either;
- (2) Sell, transfer, convey or assign any rights and obligations under this Contract.

In addition to any other conditions required by the City, the City's consent will be conditioned on the proposed transferee's written agreement to be bound by the provisions and covenants of this Contract surviving at that time.

(b) Notwithstanding paragraph 4.02 (a), the following transfers are permitted without obtaining the City's prior consent:

- (1) The conveyance or dedication of any part of the Site, or the grant of temporary or permanent easements or permits, to the City or any other governmental agency for purposes of utility easements, street rights-of-way and other public infrastructure purposes in connection with the Project or to otherwise facilitate operation of the Project or the construction or installation of Project structures or improvements;
- (2) A mortgage, trust deed or other security interest in the Site, the Project or any part of either for purposes of obtaining financing necessary for operation of the Project or for the construction or installation of Project structures or improvements;

**Section 4.03 (a)** If either party defaults under this Contract, the other party will be released from any obligation to perform the Contract and may proceed against the defaulting party on any cause of action or for any remedy given such party in law or equity. Without limiting the generality of the foregoing or any rights or remedies which may be available to the City, in the event of default by the Developer prior to conveyance of the Site, the City will be entitled to apply the Purchase Price deposit described in paragraph 1.01 (a) to any damages, costs or losses incurred by the City as a result of such default.

(b) Either of the following will be a default under this Contract:



- (1) Any fact, representation or statement made by or on behalf of the defaulting party in this Contract or in any document referred to herein proves at any time to have been incorrect in any material respect when made; or
- (2) The defaulting party fails to comply with or satisfactorily perform any of its obligations, duties, covenants or requirements under this Contract (including any amendment) and fails to cure or remedy the failure within 30 days after written notice thereof. Failure or delay in giving notice of default will not be a waiver of the default, nor will it change the time of default.
- (c) All remedies are cumulative. Pursuit of any one remedy by the non-defaulting party will not be an election of remedies or a waiver of any other remedy, and will not preclude the non-defaulting party from exercising any other remedy at the same time or different times for the same default or any other default.

Section 4.04 Without limiting the generality of Section 4.03, and in addition to any other rights or remedies that may be available to the City, the City retains and shall have the power to terminate all right, title and interest that the City granted under the grant deed to the Developer and the Developer's heirs, successors and assigns, in the manner the law provides for exercising the power of termination, to reenter and take possession of the Site, together with all improvements thereon, and to take all steps necessary to revest in the City the interest and title conveyed to the Developer, free and clear of all liens, claims and encumbrances except any interests of record of the Developer's lender(s) if, after conveyance of the Site, the Developer, in violation of this Contract:

- (a) Fails to start construction of the Project, or abandons or substantially suspends construction, use or operation of the Project, on the Site for longer than 30 days after the City gives the Developer notice of the failure, abandonment or suspension; or
- (c) Assigns or transfers, or attempts to assign or transfer, or permits involuntary transfer, of this Contract or any rights herein, or the Site, the Project or other improvements to be constructed on the Site, without the City's prior written consent in violation of Section 4.02.

The Developer shall cooperate with the City in such reentry, possession, termination and revesting and, to that end, appoints the City Manager as the Developer's attorney-in-fact to execute and file for record any and all instruments and documents on the Developer's behalf necessary to accomplish such termination, reentry, possession and revesting.

The grant deed and any subsequent deed for an approved transfer or conveyance of the Site shall include appropriate reference to, and provisions which will give effect to, the City's power to terminate and right to reenter, repossess and revest as described in this Section 4.04.

The Developer acknowledges that the City's rights and remedies in this Section 4.04 are to be interpreted in light of the fact that the City will convey the Site to the Developer for development,



construction, use and operation of the Project in accordance with this Contract, not for speculation in land or for any other purpose, and that the City has entered into this Contract in reliance thereon.

Section 4.05 All risk of loss or damage to the Site and all buildings, structures and improvements and fixtures thereon after possession of the Site is transferred to the Developer shall be borne by the Developer. In that connection, at all times during construction, use, operation and maintenance of the Project, the Developer shall, at its own expense, maintain in full force and effect, insurance of the Site and all buildings, structures, improvements and fixtures thereon at not less than full replacement value against fire, theft, damage or destruction. The insurance requirements in this Section 4.05 will not limit any insurance required by any lender in connection with the Site or the Project.

Section 4.06 (a) The Developer shall indemnify, defend and hold harmless the City and its boards, commissions, councils, officers, officials, employees and agents (collectively, for all purposes of this Contract, the "Indemnitees") from any and all loss, liability, costs and damages (whether in contract, statute, tort or strict liability, including without limitation death at any time, personal injury or property damage), and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising directly or indirectly out of or in any way connected with (i) any act, error or omission of the Developer or any of its officers, directors, employees, contractors, lessees, invitees, agents or representatives in connection with this Contract, the Project or the Site; (ii) any use of the Site, the Project or any portion of either by the Developer or any of its officers, directors, employees, contractors, invitees, agents or representatives, including without limitation any lessee of any portion of the Site or the Project; or (iii) the design, construction, operation or maintenance of the Project or any other portion thereof, or any related improvements.

(b) Paragraph 4.06 (a) shall not apply to, and the Developer shall not be responsible for, any loss, liability, costs, damages, suits or claims caused solely by the active negligence or willful misconduct of the City or any of its officials, officers or employees acting within the scope of their authority.

Section 4.07 (a) The full financial responsibility for curing, removing and eliminating any hazardous materials present, brought onto, used, generated, stored, disposed of or discharged on the Site at any time, by any person, in violation of federal, State or local law shall rest with and be the obligation of the Developer. The Developer hereby releases each of the Indemnitees from any such responsibility or obligation. In addition to and without limitation on Section 4.06, the Developer shall indemnify, hold harmless and defend each of the Indemnitees from any and all loss, liabilities, costs, fines, penalties and damages that may be charged or claimed against any of the Indemnitees and from any and all suits and claims in law or equity (including attorneys' fees, court costs and legal expenses), arising from or in any way connected with the presence, use, generation, storage, disposal or discharge of hazardous materials on the Site or any portion of the Site, at any time, by any person (other than one or more of the Indemnitees), in violation of federal, State or local law.

(b) For all purposes of this Contract, including this Section 4.07 and Section 2.08, "hazardous materials" shall include but not be limited to substances defined as "hazardous

11

substances," "hazardous materials," or "toxic substances" in the Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended (42 USC Sections 9601-9675); the Hazardous Materials Transportation Act, as amended (49 USC Sections 5101 *et seq.*); the Resource Conservation and Recovery Act of 1976, as amended (42 USC Sections 6901-6992k); and any substance defined as "hazardous waste" in California Health & Safety Code Section 25117 or as "hazardous substance" in California Health & Safety Code Section 25316; and in the regulations adopted and publications issued under any of these laws.

Section 4.08 Subject to Section 4.02, this Contract will be in full force and effect and will inure to the benefit of and be binding on the parties and their respective officers, directors, administrators, successors, transferees and assigns, including any lessee of the Developer, from the Effective Date, unless and until terminated pursuant to this Contract or by operation of law.

Section 4.09 All notices or other communications required or permitted by this Contract or by law to be served on or given to either party or the Escrow Agent must be in writing and will be deemed duly served and given when personally delivered to the party or, instead of personal service, 72 hours after deposit in the United States mail, first-class postage prepaid, addressed as follows:

If to the Developer:

Coker Ellsworth, Inc.  
Attn: Coker Ellsworth  
129 Bridge Street, Suite B  
P. O. Box 1238  
Arroyo Grande, CA 93420

If to the City:

City Manager  
City of Lemoore  
119 Fox Street  
Lemoore, California 93245.

Either party may change its address for the purposes of this section by giving the other party notice of the change and the new address.

Section 4.10 Any objections provided for in this Contract will have no effect unless they are in writing, served on the other party as provided in Section 4.09 and delivered to the Escrow Agent, personally or by United States mail, first-class postage prepaid.

Section 4.11 If either party waives the other party's default or failure to perform under this Contract, the waiver will not constitute a continuing waiver or a waiver of any subsequent default or failure under the same or a different provision. No provision of this Contract may be waived except in a writing signed by the waiving party.

Section 4.12 If any litigation is commenced between the parties concerning the Site, the Project, this Contract or the rights and duties of the parties in relation to the Site, the Project or this Contract, the prevailing party in the litigation shall be entitled, in addition to such other relief as may be granted, to recover from the other party its reasonable attorneys' fees and costs incurred in the litigation. The amount of the attorneys' fees and costs will be determined by the court in the litigation or in a separate action brought for that purpose.

Section 4.13 Each party will cooperate with the other party, sign and deliver additional instruments and take any further steps reasonably required to carry out the intent and purposes of this Contract.

Section 4.14 This Contract shall be interpreted and enforced, and the rights and duties of the parties under this Agreement (both procedural and substantive) shall be determined, according to California law.

Section 4.15 If any part of the Contract is held to be invalid, void or unenforceable in any legal, equitable or arbitration proceeding, the remainder of the Contract will continue in effect, unless not giving effect to the invalid or unenforceable part would prevent carrying out the public benefits and purposes of the Project and this Contract.

Section 4.16 This Contract will bind and benefit the successors in interest, personal representatives, transferees and assigns of each party, subject to the limitations on transfer and assignment contained in this Contract. Any reference in this Contract to a party is deemed to apply to

any successor, representative, transferee or assign of the party who has acquired an interest in compliance with the terms of this Contract or under law.

Section 4.17 Nothing in this Contract, the grant deed or any other document executed in connection with this Contract will be construed as creating a partnership, joint venture, agency, employment relationship or similar relationship between the City and the Developer. This Contract does not establish a principal and agent relationship between the parties.

Section 4.18 The Project is an independent undertaking of the Developer. After the City conveys title and possession of the Site to the Developer, the Developer will have exclusive control over and responsibility for the Site, subject to the terms of this Contract and all applicable laws, ordinances, codes, regulations, standards and policies.

Section 4.19 This Contract may be amended or modified only by the written mutual consent of the parties and approval by the Lemoore City Council.

Section 4.20 This Contract and the grant deed constitute the entire agreement between the Developer and the City concerning conveyance and use of the Site and their rights and duties in connection with the conveyance and development. Any agreements, understandings or representations

between the Developer and the City regarding those matters are null and void unless expressly set forth in this Contract or in the grant deed.

\* \* \* \* \*

The City and the Developer each represent that this Contract has been executed by their respective duly authorized representatives as of the Effective Date.

**CITY**

**THE DEVELOPER**


CITY OF LEMOORE

COKER ELLSWORTH, INC.  
A California Corporation

By   
Jeff Briltz, City Manager

By  9-9-05  
Coker Ellsworth  
President

ATTEST:

By   
Nanci C. O. Lima, City Clerk





# Chicago Title Company

449 W. D Street, #C, Lemoore, CA 93245  
559 924-3381 • FAX 559 924-1864

## ADDENDUM NO. 1

### ADDENDUM, **ADDITION AND/OR AMENDMENT TO ESCROW INSTRUCTIONS** AND CONTRACT FOR CONVEYANCE DEVELOPMENT (E STREET COMMERCIAL PROJECT)

To: Chicago Title Company  
Date: October 12, 2005  
Escrow No.: 05-~~41100~~**107**-MS  
Locate No.: CACTI7754-7754-4411-0041100107  
Property Address: Lemoore, CA 93245

The instructions in this escrow are hereby modified, amended and/or supplemented in the following particulars only:

**1. Title to the subject property is to be vested as follows:**

Coker Ellsworth Development, LLC, a California Limited Liability Company

All other terms and conditions remain the same.

Coker Ellsworth Inc., A California Corporation

By: \_\_\_\_\_  
Coker Ellsworth, President

Coker Ellsworth Development, LLC, A California Limited Liability Company

By: \_\_\_\_\_  
Coker Ellsworth, Manager

City of Lemoore, a Municipal Corporation

By:  \_\_\_\_\_  
Jeff Briltz, City Manager

(amend)(12-02)



# Chicago Title Company

449 W. D Street, #C, Lemoore, CA 93245  
559 924-3381 • FAX 559 924-1864

## ADDENDUM NO. 1

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Coker Ellsworth Development, LLC, a California Limited Liability Company

All other terms and conditions remain the same.

Coker Ellsworth Inc., A California Corporation

X By: [Signature]  
Coker Ellsworth, President

Coker Ellsworth Development, LLC, A California Limited Liability Company

Y By: [Signature]  
Coker Ellsworth, Manager

City of Lemoore, a Municipal Corporation

By: [Signature]  
Jeff Britz, City Manager

(amend)(12-02)

STATE OF California

COUNTY OF Kings

On October 12, 2005 before me, Mary Ann Sarratt  
(Name of Notary Public)

personally appeared Jeff Briltz

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary Ann Sarratt  
(Signature of Notary Public)



(This area for notarial seal)

(notary)(07-c2)

STATE OF California

COUNTY OF Kings

On September 21, 2005 before me, Mary Ann Sarratt  
(Name of Notary Public)

personally appeared Coker Ellsworth

personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Mary Ann Sarratt  
(Signature of Notary Public)



(This area for notarial seal)

(notary)(07-02)



**EXHIBIT A****SITE DESCRIPTION**

Lots 26 and 27 in Block 48 of the City of Lemoore, County of Kings, State of California, according to the Official Map thereof on file in the Office of the County Recorder of the said County of Kings, State of California.

APN No. 020-053-003

**EXHIBIT B****PROJECT DESCRIPTION**

The project shall consist of a two-story building with a combination of restaurant or retail on the first floor facing "E" Street with offices or retail behind and a second floor consisting of offices or housing.

The project shall include all on-site and off-site improvements required by the City's Zoning Ordinance, other applicable laws, codes and regulations, and all development entitlements, approvals and permits issued by the City and other agencies.

The completed project shall be assessed by the County of Kings at not less than \$300,000 and generate a minimum of \$200,000 in gross sales per year. (If restaurant is constructed, no minimum sales are required.)

The project must adhere to Downtown Architectural Guidelines including the zero lot line requirement.

**EXHIBIT C****PROJECT SCHEDULE**

Escrow shall open no later than five days after execution and approval of this Contract. Escrow shall close 30 days after open of escrow. The project shall be complete no later than 18 months after opening of escrow.

**RECORDING REQUESTED BY:**

CITY OF LEMOORE

**AND WHEN RECORDED MAIL TO:**

CITY OF LEMOORE

711 W Cinnamon Drive

LEMOORE, CA. 93245

---

Space above this line for Recorder

**RELEASE OF CONTRACT FOR CONVEYANCE AND DEVELOPMNNT  
(E Street Commercial Project)**

The City of Lemoore hereby formally acknowledges and attests that the **CONTRACT FOR CONVEYANCE AND DEVELOPMNNT (E Street Commercial Project)** executed by THE CITY OF LEMOORE, (the City) and Coker Ellsworth (Developer) on September 9, 2005 recorded at the office of the KINGS COUNTY RECORDER on October 14, 2005 as Document Number 0534245, Book N/A Page N/A was terminated by majority vote of the Lemoore City Council during a regularly scheduled meeting on November 18, 2025 and is no longer in effect.

The subject real property released.

Said property is located at 231 E Street in the City of LEMOORE, County of KINGS, State of California and is legally described as:

Lot 26 and 27 in Block 48 of the City of Lemoore, County of Kings, State of California, according to the Official Map thereof on file in the Office of the County Recorder of the said County of Kings, State of California.

Date \_\_\_\_\_

**CITY OF LEMOORE**

by: \_\_\_\_\_

Marissa Trejo, City Manager

**PUBLIC AGENCY ACKNOWLEDGEMENT**

**State of California**  
**County of Kings**  
**City of Lemoore**

On \_\_\_\_\_, before me, Marisa Avalos, City Clerk,  
personally appeared Marissa Trejo, who proved to me on the basis of  
satisfactory evidence to be the person whose name is subscribed to  
the within instrument and acknowledged to me that she executed  
the same in her authorized capacity, and that by her signature  
on the instrument the person, or the entity upon behalf of which  
the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

—

\_\_\_\_\_  
(Notary Public (Seal Required))



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

## Staff Report

Item No: 5-1

**To:** Lemoore City Council

**From:** Marissa Trejo, City Manager

**Date:** November 4, 2025

**Meeting Date:** November 18, 2025

**Subject:** Resolution 2025-35 – Revising and Updating Miscellaneous Fees for Optional Solid Waste Services Within the Master User Fee Schedule

### Strategic Initiative:

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

### Proposed Motion:

Hold a public hearing on a proposed amendment revising and updating miscellaneous fees for optional solid waste services within the Master User Fee Schedule.

### Refuse Fund Financial Analysis and Rate Review Presentation:

Dan Bergman of IGService has completed an updated “Refuse Fund Financial Analysis and Rate Review for City of Lemoore,” attached to this staff report. Mr. Bergman performed the previous analysis in 2019, which resulted in increased rates over a five-year period ending in 2024.

### Discussion:

The Refuse Fund has performed well over the past five years. Revenues have been higher than projected and expenses have been lower than expected. The employees of the refuse department are committed to quality service and work well together as a team. The City of Lemoore benefits from its vested interest in serving the community from within, and the city also benefits from cost savings from not paying profit margins otherwise to a private hauler. No rate increases are needed at this time; however, recommendations are made to revise and update miscellaneous fees for optional services.

One large issue looming, as discussed in the report, is the requirements of California’s Advanced Clean Fleets Regulation. This regulation requires that state and local

government vehicle fleets convert to zero emission vehicles (ZEV's). For Lemoore, the regulation requires that all replacement refuse trucks purchased after January 1, 2027, be ZEVs, which are much more expensive than traditional internal combustion vehicles. The Clean Fleets Regulation does not apply to private haulers, creating a gross inequity in service costs. The proposed approach for Lemoore is to buy several new trucks prior to 2027 as an interim solution.

As rates for regular services are adequate for the foreseeable future, detailed attention was given to fees for miscellaneous services. These are fees for such services at added carts or special pickups. Because these services are optional and not imposed property owners and customers, the fees can be adjusted by resolution outside the Proposition 218 notification and protest process.

**Proposed Solid Waste Miscellaneous Fee Revisions:**

The proposed solid waste miscellaneous fee revisions can be seen in the attached resolution. Almost all the fees are adjusted upward to better reflect the cost of service. Notably, the cost for extra residential carts is adjusted upward, especially for the recycling and organics carts. The proposed costs are consistent with the cost of service and also relevant now that all carts are picked up every week. Also, new fees have been added for temporary suspension of service and for recovery and return of carts when customers do not pay their utility bills.

**Financial Consideration:**

Revenue increases associated with the increased miscellaneous fees will be insignificant. The primary result will be that customers will be likely to cancel services that are not needed, and customers will be discouraged from taking advantage of the City by canceling services for only one or two months.

**Alternatives or Pros/Cons:**

The alternative is to leave some or all of the existing miscellaneous fees at their current level.

**Commission/Board Recommendation:**

Not Applicable

**Staff Recommendation:**

City staff recommends that City Council hold the public hearing and adopt Resolution 2020-35 establishing revised miscellaneous fees for optional solid waste services.

**Attachments:**

- ☒ Resolution: 2020-35
- ☐ Ordinance:
- ☐ Map
- ☐ Contract
- ☒ Rate Study

**Review:**

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

**Date:**

- 11/10/2025
- 11/12/2025
- 11/12/2025
- 11/12/2025

**RESOLUTION NO. 2025-35**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE REVISING  
AND UPDATING MISCELLANEOUS FEES FOR OPTIONAL SOLID WASTE  
SERVICES WITHIN THE MASTER USER FEE SCHEDULE**

**WHEREAS** Government Code Sections 66012 – 66018.5 grant to the City Council of the City of Lemoore the authority to establish and charge user fees in connection with certain public services that are provided to businesses and individuals; and

**WHEREAS** Resolution No. 2025-18, approved June 3, 2025, updated the City of Lemoore Master Fee Schedule, which includes refuse-related fees; and

**WHEREAS** IGService has completed a Refuse Fund Financial Analysis and Rate Review Report for the City of Lemoore dated October 28, 2025, which includes an update of miscellaneous fees associated with solid waste services; and

**WHEREAS** the miscellaneous fees apply to optional services not imposed on customers and are therefore exempt from the procedural requirements of Proposition 218, and

**WHEREAS** this resolution incorporates the update of the miscellaneous fees into the Master Fee Schedule.

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

1. The Miscellaneous Fees for Optional Solid Waste Services, as shown in Attachment 1, are hereby adopted, replacing the “Refuse” fees shown in Resolution No. 2025-18.
2. All other user fees in the Master Fee Schedule, as approved in Resolution No. 2025-18, remain unchanged.
3. The fees in Attachment 1 shall be incorporated into the Master Fee Schedule when the Schedule is updated in 2026.
4. The fees for optional miscellaneous services shall not be increased by the consumer price index in 2026 but may be increased by the consumer price index in 2027.

*Intentionally Blank*

RESOLUTION NO. 2025-35

Passed and adopted at a Regular Meeting of the City Council of the City of Lemoore held on the 18<sup>th</sup> day of November, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

APPROVED:

---

Marisa Avalos  
City Clerk

---

Patricia Matthews  
Mayor

**ATTACHMENT 1****Resolution 2025-35 dated November 18, 2025**

The fees in the table below replace the “Refuse” fees shown in Resolution No. 2025-18, approved June 3, 2025, under the Section “City of Lemoore City Hall and Miscellaneous Activity Fees.”

<b>Miscellaneous Fees for Optional Solid Waste Services</b>		
	<b>Previous</b>	<b>Effective 12/1/25</b>
<b>Additional Weekly Services</b>		
Added weekly 90 Black Landfill	\$11.26	\$14.00
Added weekly 90 Blue Recycle	\$2.25	\$8.00
Added weekly 90 Green Organic	\$3.38	\$8.00
<b>Extra Pickup</b>		
Cart: Extra pickup, including go-back service. (First go-back is free)	\$10.00	\$15.00
Bin: Extra Pickup fee <u>plus Dumping Fee below</u>	\$40.00	\$50.00
<b>Special Residential Services</b>		
Replacement Cart (any type)	\$57.49	\$90.00
Resume Added Cart within One Year	\$28.75	\$60.00
Temporary Suspension of Service to "Water Only" status	\$44.32	\$60.00
Recovery of residential carts for nonpayment, including re-delivery after payment	New	\$60.00
<b>Contaminated Containers</b>		
Residential Cart	\$11.98	\$15.00
Bin	\$47.98	\$50.00
<b>Rental Services Delivery / Recovery (Plus Dumping Fee)</b>		
For each bin	\$91.03	\$90.00
One-time charge for all carts	\$91.03	\$90.00
<b>Dumping Fees for Rental Services and Special Pickups (per pickup)</b>		
Carts (each)	\$10.00	\$8.00
1 yard bin	\$16.55	\$16.55
2 yard bin	\$33.10	\$33.10
3 yard bin	\$49.65	\$49.65
4 yard bin	\$66.20	\$66.20
6 yard bin	\$99.30	\$99.30
<b>Locking Dumpster</b>		
One-time set up fee	\$119.77	\$90.00
Lock Replacement	\$29.94	\$30.00
<b>Bulky Clean Up</b>		
Car Tires	\$5.00	\$10.00
Couch, Washer/Dryer, Refrigerator, bagged trash, other large household items	\$75, plus KWRA disposal fee	\$90.00





**Refuse Fund Financial Analysis and Rate Review  
for  
City of Lemoore**

**October 28, 2025**

**Prepared by:**

**Dan Bergmann, Principal  
IGService  
15 Shasta Lane  
Walnut Creek, CA 94597  
Email: [dan@igservice.com](mailto:dan@igservice.com)  
Cell: 925-899-2578**

# **Refuse Fund Financial Analysis and Rate Review for City of Lemoore**

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# **Refuse Fund Financial Analysis and Rate Review for City of Lemoore**

## **Purpose**

The purpose of this Refuse Fund Financial Analysis and Rate Review is to evaluate the financial status of the City's Refuse Fund following the implementation of the five-year rate plan from the previous 2019 rate study, specifically to:

- Analyze the actual revenue and expense outcome following the five-year period of the previous rate study, which ended April 1, 2025.
- Confirm that rates collected continue to be proportional to the cost of providing specific services.
- Recommend any rate changes needed.
- Recommend any changes needed to miscellaneous fees.

These steps are conducted to ensure that the Refuse Fund is self-sustaining as an enterprise fund within City of Lemoore, and to comply with the requirements of California's Proposition 218 regarding cost-of-service equity.

## **Executive Summary**

The existing refuse rates should be adequate for the next five years, provided the City can continue to operate its existing diesel and compressed natural gas fleet through 2030 without purchasing Zero Emissions Vehicles (ZEVs) required by California's Advanced Clean Fleets Regulation. To maintain an internal combustion engine (ICE) fleet to 2030, the city will need to purchase approximately eight ICE trucks prior to January 1, 2027, the date at which only ZEV's may be purchased pursuant to the regulation.

Following the 2019 rate study and increased annual rates over the past five years, revenues have exceeded projections and expenses have been less than projections yielding a healthy cash fund balance of approximately \$5 million as of June 30, 2025. This is fortunate and provides available cash to purchase the ICE trucks. Operating cash flow is projected to be positive over the next five-year period, although it decreases each year as operating costs increase by inflation.

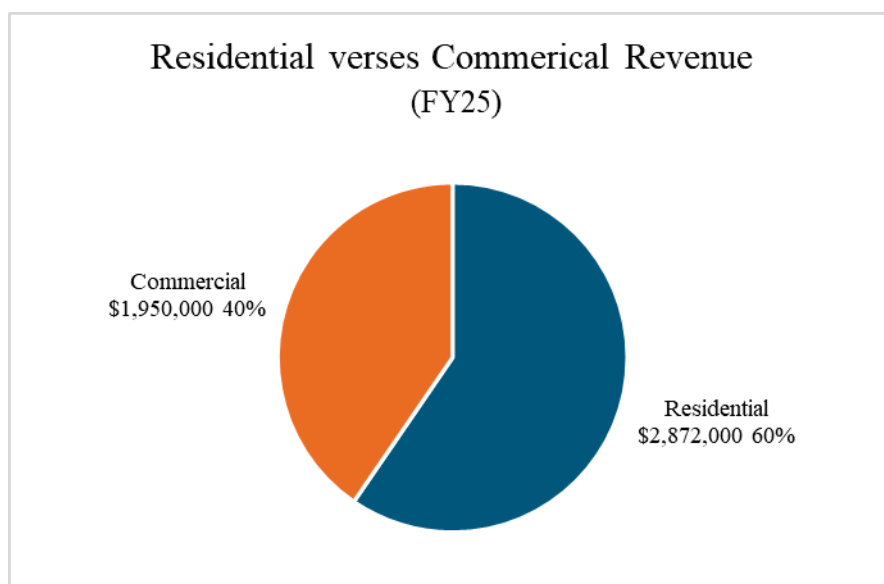
Miscellaneous fees for optional services have also been reviewed and some adjusted and added. For example, the cost for added residential carts is increased to be more reflective of the actual cost of service. This is more relevant now that Recycle and Organics carts are picked up each week instead of every other week. Some other miscellaneous fees can also be updated. These optional fees should be exempt from Proposition 218 noticing process because the optional services are not imposed on customers.

## Existing Rate Structure and Cost Allocation Check

Existing and historical rates over the past five years are shown Attachment 1.

The existing commercial and industrial rates were reset in the 2019 rate study by IGS<sup>1</sup>, and approved by City Council in March 2020.<sup>2</sup> In the 2019 rate study, cost-of-service was carefully evaluated, both the balance of residential and commercial revenue against expenses, and the cost of specific services within each of the two customer classes, especially costs for the various commercial services. From 2019, commercial rates were adjusted for different service levels to achieve cost-of-service equity, and many commercial rates were added, for recycling and organics services.

The revenue allocation between single-family residential (served by automatic side-load trucks for carts) versus commercial (served by front or rear-loading trucks for bins) is shown below.



The customer count is shown below based on monthly bills issued, using bills issued in May 2025. The number of carts and bins in service is different than the number of customers billed. All residential customers have three carts, and some have extra carts. One mobile home park has 51 60-gallon carts but is one billing entity. Most commercial customers have recycling bins, some have organics carts or bins, and some share bins with other customers in the downtown area.

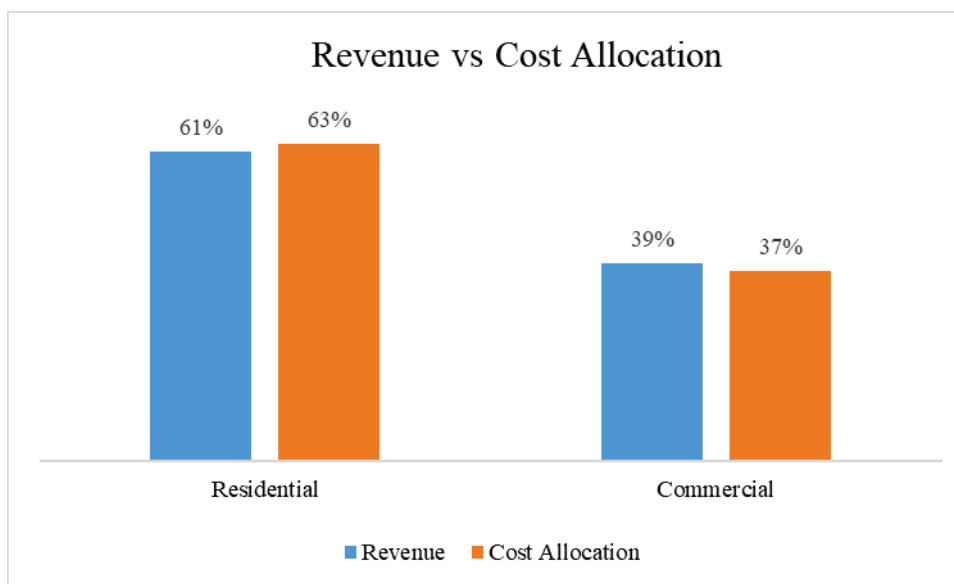
### Customer Count by Monthly Bills Issued

Residential	6,820
Commercial	490
Total	7,310

<sup>1</sup> Refuse Rate Study for City of Lemoore, CA, dated December 5, 2019. Dan Bergmann, IGService.

<sup>2</sup> Resolution 2020-07, March 17, 2020.

This review did not include analysis of cost allocation within commercial services (bin size and frequency of service) because those proportional costs would not have changed from the 2019 study. However, this study does include a comparison of revenue versus expense for commercial services versus residential services to check for cross-subsidies between the two customer groups. (See the Cost Allocation Table in Attachment 2.) The result is illustrated below showing residential revenue two percent below residential cost and commercial revenue two percent above commercial cost. Even so, the variation is small and within the margin of error. In the next rate study when residential and commercial rates are adjusted, this minor variation can be corrected.



Some fees for optional services may be increased to more accurately reflect the current cost of service. Subject to confirmation by the City Attorney, these can be adjusted by resolution outside the Proposition 218 process because these services are optional and not imposed. The following is a partial list.

- Rates for added residential landfill, organics and recycle carts
- Fee for replacement carts
- A fee for pickup and return of carts due to customer nonpayment
- An administrative fee for customers electing to suspend service, which the City calls “Water only” service
- Increase in fees that are passthroughs from KWRA, such as for tire disposal

For added carts in particular, a review of the rates reveals these should be increased from a cost-of-service standpoint. In the 2019 study, these rates were set at a minimum because all residential customers were allowed two recycling and two organics containers because of every other week pickup. Beginning this year, all carts are picked up each week. A recalculation of the incremental cost for added cans, including all City costs, shows the cost for added carts to be closer to \$8.00 per month, much higher than \$2.25 presently billed for an added recycle cart, and \$3.38 for an added organics cart. The cost for an added landfill cart could also be increased from the present

monthly rate of \$11.26 to \$13.49, based on the calculation including the average cost of the City portion of costs. (See Attachment 3 for calculations.)

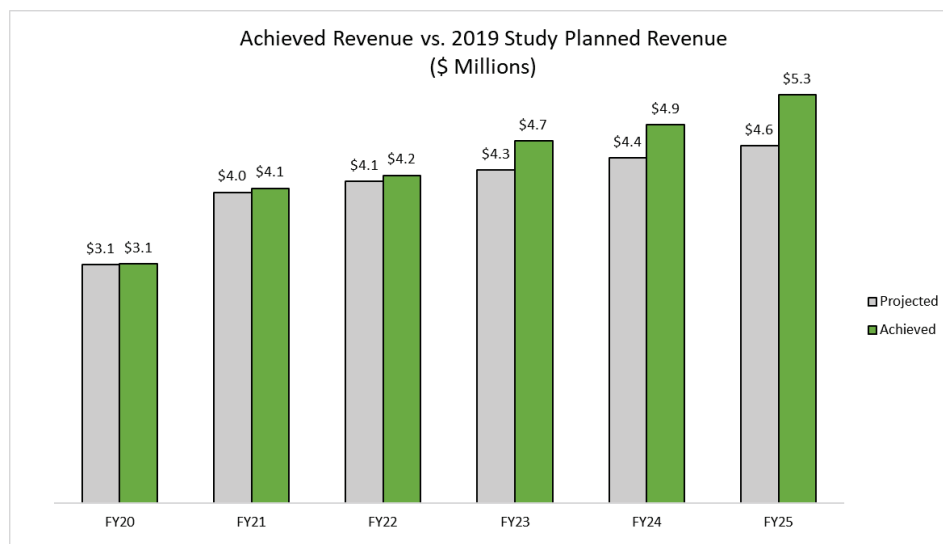
It is meaningful that the refuse department increased service in January 2025 to pick up recycling and organics carts every week rather than every other week. This was accomplished using the existing trucks and without hiring another driver, to the credit of the refuse team. Consequently, the added cost to provide this service was minimized.

## Historical and Projected Revenue, Expense and Fund Balance

Historic and projected revenues, expenses and fund balances can be seen in Attachment 4.

The first step is to compare the projected financial results from the 2019 study to the actual results at the close of the five-year planning period that ended July 1, 2025.

Revenue exceeded projections from the 2019 study driven by the return of fines following Covid, customer growth beyond projections, and the combined benefit of interest earning from a higher fund balance and higher interest rates. The comparison of projected vs achieved revenue over the planning period is shown in the bar chart below. The first year, FY20, is before revenue from the initial rate increases was fully received.<sup>3</sup> The increased bump upward in FY23 is driven by the re-imposition of late fines. The additional bump upward in FY25 is driven by interest earnings of approximately \$230,000. The result is that in FY25, actual (unaudited) revenue is \$700,000 *higher* than projected from 2019. (See the bar chart Achieved Revenue vs. 2019 Study Planned Revenue.)

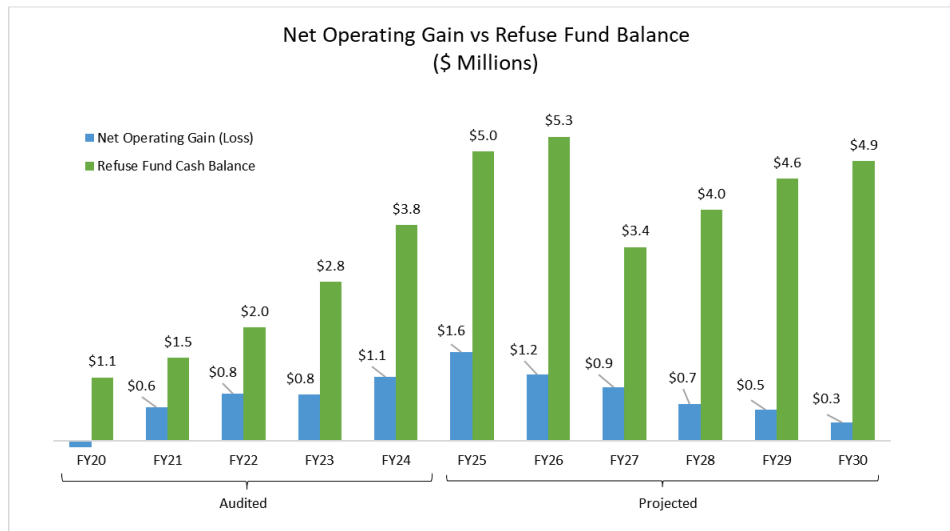
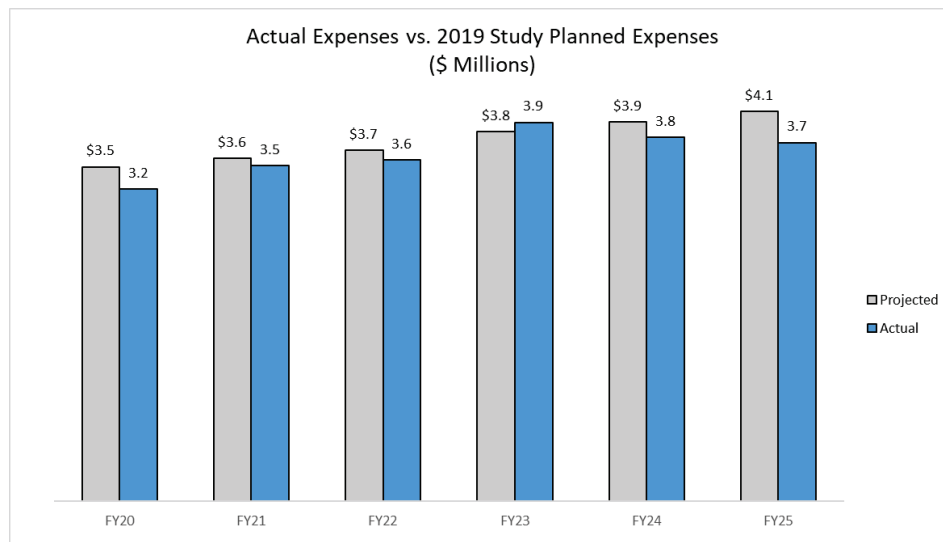


Conversely, total expenses were less than the projections in the 2019 study. This benefit was driven primarily by personnel costs being lower because the refuse department operated on fewer employees than planned because positions were not filled. The 2019 study included 14 refuse employees plus an additional employee starting in FY23 to operate a second street sweeper. This did not happen, and, in addition, over the five-year period not all 14 positions have been filled.

<sup>3</sup> The initial rate increase was effective April 1, 2020, leaving just three months of FY20.

Projected salaries and benefits for FY25 was \$1.6 million in the 2019 study. The actual (unaudited) cost for FY25 is \$1.2 million, *lower* by \$400,000. (See the bar chart Actual Expenses vs. 2019 Study Planned Expenses.)

The combined impact of more revenue and less expense than planned is \$1.1 million added to the projected amount from the study. The actual net operating result for FY25, including the \$1.1 million quantified above, has peaked at almost \$1.6 million. This level of operating surplus is projected to begin decreasing over the new five-year planning period, from \$1.6 million in FY25 to \$300,000 in FY30. (See the bar chart Net Operating Gain vs. Refuse Fund Balance.)



Looking forward to the next five years, FY26 through FY30, revenue is held constant because rates will be unchanged, and for modeling purposes, expected growth is not considered. This assumes that growth will be self-funding from impact fees received to purchase trucks and from added revenue received to cover added operating expenses.

Operating expenses are increased each year for inflation at five percent for employee-related costs, and three percent otherwise. The cost for one new employee is added in FY27 to drive a second street sweeper full time, which the refuse department has needed in order to provide more thorough service to the growing community. Interest earnings are calculated at three percent of the fund balance.

KWRA tipping fees for landfill have been increased from \$65 per ton to \$75 per ton effective September 2, 2025, following KWRA board approval in June 2025. Lemoore, along with Hanford and Corcoran, are somewhat unique in the valley in that all landfill, recycling, and organics from these three cities are staged through the KWRA facility. This adds additional cost but is necessary because the landfill locations are out of range for collection trucks. It is important for KWRA to operate efficiently to minimize costs for member agencies, and for residential customers. For Lemoore, the following calculation shows the impact to residential customer cost of KWRA increasing landfill tipping costs from \$65 per ton to \$75.

$$7,800 \text{ annual residential landfill tons} \times \$10 = \$78,000$$

$$\$78,000 / 6,800 \text{ customers} / 12 \text{ months} = \$0.96 \text{ per customer per month}$$

Therefore, in general terms, a \$10 per ton increase at KWRA for landfill translates to a cost increase of about one dollar for each residential customer in Lemoore.

Regarding capital investment, seven refuse trucks and one street sweeper are shown to be purchased in the next two years for a total cost of \$3,750,000. This is based on trucks at \$450,000 each and the sweeper for \$600,000. (See Attachment 5.) The proposed purchase of trucks is accelerated because of the 2027 requirements of California's Advanced Clean Fleets regulation. (See section below.) Fortunately, the refuse fund has a healthy cash balance to easily afford the purchases. No additional trucks are assumed to be purchased after January 1, 2027, during the five-year planning period, since doing so would require the trucks to be Zero Emissions Vehicles (ZEV), meaning electric.<sup>4</sup>

The projected refuse fund cash balance at the end of FY26 peaks at \$5.3 million. After the completion of the truck and sweeper purchases the cash balance drops to \$3.4 million at the end of FY27. However, the cash balance recovers to \$4.9 million by the end of FY30.

## **Residential Cost Allocation: Where Each Dollar Goes**

The pie chart below shows the allocation of revenue from a residential customer being served with three 90-gallon carts (standard residential service) at \$33.65 per month. Notable first is that there is a fund contribution presently of \$4.35 above the cost to provide standard service. This will be eroded away over the next five years as other costs increase, such as by KWRA if the tipping fee for landfill is increased again more than the embedded inflation component of three percent per

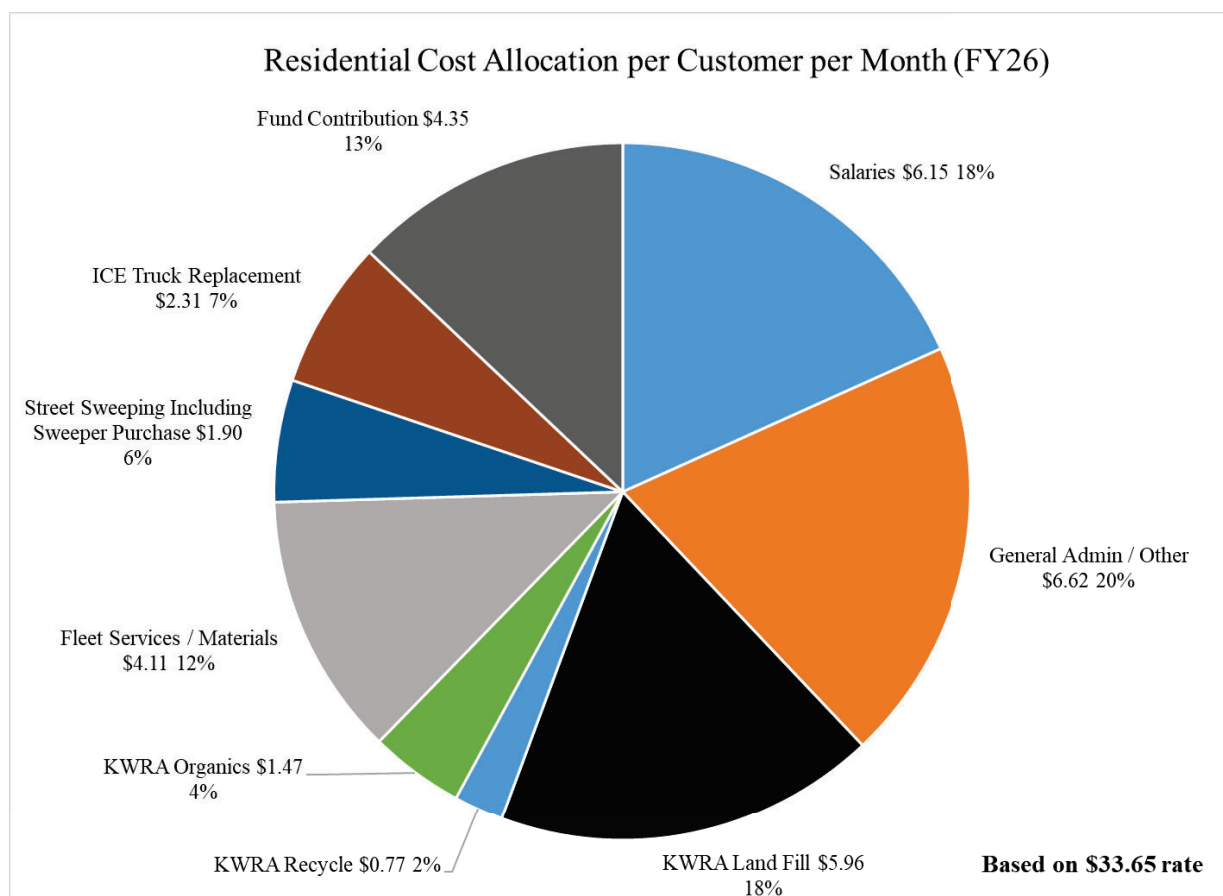
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<sup>4</sup> City staff will need to continue to monitor the Clean Fleets Regulation over the next few years, especially for equitable application between private and corporate refuse haulers compared to government haulers. If the city is ultimately required to purchase ZEV trucks, planning will need to begin in 2028/29 for the first ZEV replacement trucks that will need to be purchased in the early 2030s.



year. The cost of a second street sweeper and driver will also decrease the amount of fund contribution. The first sweeper and driver are identified to cost \$1.90 per customer per month. The second sweeper and driver are estimated to be less at approximately \$1.40. Even so, the existing surplus of \$4.35 per month affords the opportunity for increased costs, whether KWRA or street sweeping, without increasing rates in the near term.

Also meaningful is the KWRA cost component of \$5.96 per month, or 18 percent of the total for landfill costs. The cost of transferring landfill waste through KWRA is roughly twice the cost of delivering to a landfill directly.<sup>5</sup> This translates to a premium cost for customers of approximately three dollars per month. However, using KWRA is necessary because of the distance otherwise to drive directly to a landfill site such as Avenal. The City's trucks are also not powered to climb over the hill to reach the Avenal dump site.



<sup>5</sup> Confirmed in a phone conversation on October 13, 2025, with Matt Knowlson, Avenal Landfill Sale Manager.

## California’s Advanced Clean Fleets Regulation

California’s Advanced Clean Fleets (ACF) regulation<sup>6</sup> requires that certain vehicle fleets operating in California gradually replace internal-combustion medium- and heavy-duty trucks with zero-emission (ZEV) and near-zero emission vehicles over time. It applies to public, drayage, and “high-priority” fleets (including those with 50 or more trucks) and sets phased compliance milestones, useful-life limits, and reporting obligations to ensure the share of ZEVs increases as fleets renew assets. The overall goal is to reduce greenhouse gas emissions, improve air quality, and help drive the transition to clean transportation in California.

The compliance milestone most relevant to the City’s refuse operation is that starting January 1, 2027, 100 percent of trucks purchased for refuse hauling must be ZEV. This means that after January 1, 2027, the city is prohibited from purchasing new diesel or compressed natural gas refuse trucks and street sweepers, classified with Internal Combustion Engines (ICE).

Presently, the ACF applies to state and local government agencies, but does not apply to private or corporate businesses. For California’s Air Resources Board (CARB) to impose similar requirements beyond government, a waiver is required from the United States Environmental Protection Agency (USEPA). Though a waiver was applied for in 2023, the waiver was withdrawn in January 2025,<sup>7</sup> following the beginning of the new administration in the federal government.

The result is that cities providing refuse service must begin at some point to purchase ZEV trucks, whereas other haulers may continue to purchase internal combustion trucks. An inequity is created in favor of other haulers because ZEVs are much more expensive to purchase, and they will require the construction of charging facilities, including sufficient service from the electric service provider to charge the trucks.

The following is a simplified calculation of the monthly cost difference for a typical residential customer in Lemoore for a standard internal combustion truck versus a ZEV truck. This calculation shows only the cost difference for the truck itself and does not include charging facilities needed.

### Input Assumptions:

Cost for traditional ICE automated side-loading refuse truck	\$450,000
Cost for ZEV automated side-loading refuse truck	\$1,300,000
Expected life	10 years
Side-load truck actively serving Lemoore	5 trucks
Number of residential customers in Lemoore	6,800
Present monthly residential rate (3 90-gallon carts)	\$33.65

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<sup>6</sup> Approved by the California Air Resources Board on April 28, 2023, effective October 1, 2023. Title 13 of the California Code of Regulations, Section 2013, Division 3, Article 3.2, State and Local Government Fleets

<sup>7</sup> Letter from Steven S Cliff, Executive Officer, CARB, to Jane Nishida, Acting Administrator, USEPA, dated January 13, 2025

#### Calculations:

The current annualized replacement cost for ICE trucks is:

$$5 \text{ trucks} \times \$450,000 \text{ each} / 10 \text{ years} = \$225,000 \text{ per year}$$

The annualized replacement cost for ZEV trucks would be:

$$5 \text{ trucks} \times \$1,300,000 \text{ each} / 10 \text{ year} = \$650,000 \text{ per year}$$

The cost difference divided by the number of residential customers for each month is:

$$(\$650,000 - \$225,000 \text{ per year}) / 6,800 \text{ customers} / 12 \text{ months} =$$

$$\underline{\$5.21 \text{ per month per customer additional cost for ZEV refuse trucks}}$$

This means that Lemoore's existing rate of \$33.65 per month would need to be eventually increased by a minimum of \$5.21 per month just to cover the purchase cost of the ZEV refuse trucks, making the total present rate almost \$39 per month. This would be an additional cost not imposed on private and corporate haulers.

Fortunately, for Lemoore's ratepayers, the ACF regulation regulates purchases going forward, but not retirements.<sup>8</sup> This means that the City may continue to purchase ICE trucks through 2025 and 2026. To the extent the City has a healthy ICE refuse truck fleet going into 2027, the City may continue to operate those trucks into the future. Accordingly, this refuse fund analysis assumes no added costs over the next several years for the purchase of ZEV refuse trucks or sweepers.

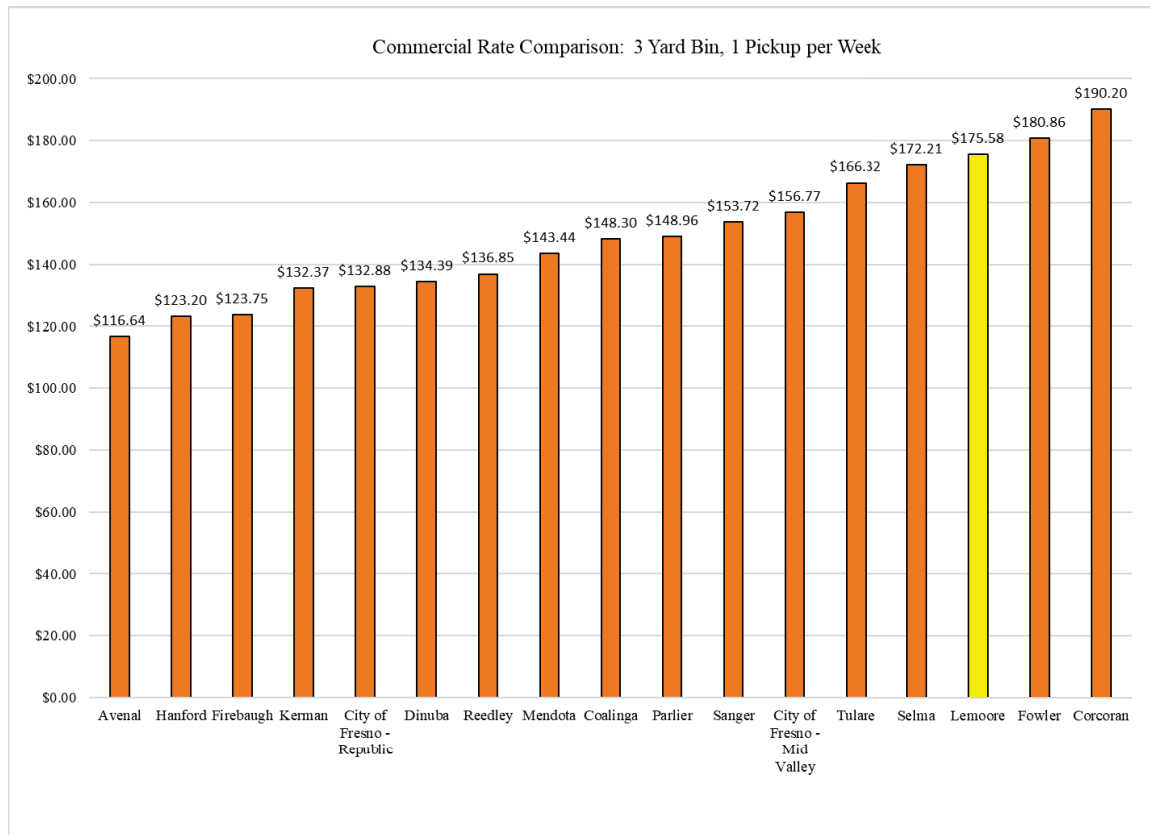
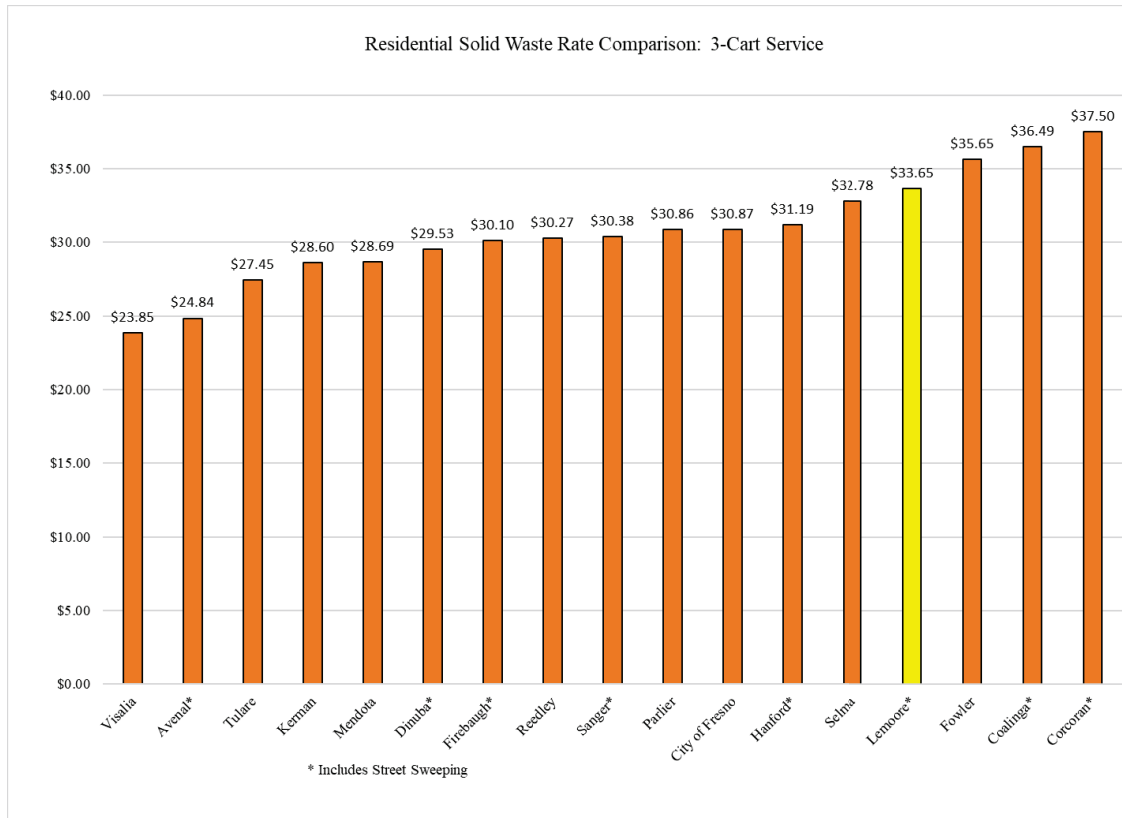
### Rate Comparisons of Surrounding Communities

Rate comparisons are shown below for single-family three-cart service and for a commercial three-yard bin picked up one time per week. The cities of Lemoore, Hanford, and Corcoran are the primary members of KWRA, with some county customers added. As discussed above, the cost of the KWRA transfer station increases costs above other areas that haul directly to landfills. This pushes KWRA participants toward the higher-cost side of the chart, Corcoran presently at the top. (Hanford is presently undergoing a rate study. Preliminary indications are that Hanford's rates will be increasing.)

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<sup>8</sup> Review of the ACF regulation, also confirmed by email from Audrey Liu, Air Resources Technician, CARB, on October 7, 2025.



## Miscellaneous Fees for Optional Solid Waste Services

The review of rates associated in this study also provided the opportunity to adjust and add miscellaneous fees for optional solid waste services. Since these fees are not imposed but rather optional, they can be adjusted by Resolution of the City Council outside the Proposition 218 notification process.<sup>9</sup> Miscellaneous Fees (Attachment 6), are based on the cost to provide those services, similar to how rates are set for regular services. Attachment 6 reflects adjustments to several of the fees. Below is a summary of those that have notable changes.

Extra Residential Carts. These fees have been increased to reflect more accurately the cost of service. The fee for an additional landfill cart is increased to \$14.00, and the fee for additional recycling and organics carts is increased to \$8.00 for each of them. This is consistent with cost of service because if a customer were to add all three, the total would be \$30.00, just under the \$33.65 monthly rate for standard three-cart residential service.

Temporary Suspension of Service. This new fee, set at \$60, also applies to recovery and redelivery of residential carts for non-payment (also new), and for resuming an added cart within a year. The amount of \$60 is based on the cost of one hour of labor (including some overhead) of a refuse enterprise driver. These fees are needed both to compensate the City for services provided, and also to prevent customers from abusing City services.

Cost for Replacement Carts. The cost for replacement carts is applied when customers damage their carts aside from normal wear and tear. This has been increased to \$90 based on \$70 delivered to the City, plus \$20 for staff to assemble and deliver the cart.

## Conclusion

Lemoore's existing rates are adequate for the foreseeable future. There is a net positive operating cash flow, and the fund cash balance is very strong. The immediate concern is the impact of the Advanced Clean Fleets regulation because the purchase cost of electric ZEV trucks is more than twice the purchase cost of diesel and natural gas trucks. The City may potentially mitigate the added cost of the ZEV trucks by purchasing diesel and natural gas trucks prior to the January 1, 2027, cutoff imposed by the Clean Fleets regulation. City staff should continue to monitor closely changes to the Clean Fleets regulation.

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<sup>9</sup> Letter dated October 16, 2025, from Christina Smith at Griswold LaSalle (City Attorney) to Marissa Trejo, City Manager.

## Attachment 1: Present Rates

City of Lemoore Past and Present Refuse Rates								
	Service Type	Prior to 4/1/20	4/1/2020		04/01/21	04/01/22	04/01/23	04/01/24
			Varied Changes		3.00%	3.00%	3.00%	3.00%
Residential Can Service (per month)								
	3-Can 90	23.00	\$29.90	30%	\$30.80	\$31.72	\$32.67	\$33.65
	3-Can 60 *	18.00	\$27.65	54%	\$28.48	\$29.33	\$30.21	\$31.12
	Added 90 Black-Land Fill	23.00	\$10.00	-57%	\$10.30	\$10.61	\$10.93	\$11.26
	Added 90 Blue-Recycle	3.00	\$2.00	-33%	\$2.06	\$2.12	\$2.19	\$2.25
	Added 90 Green-Organic	8.00	\$3.00	-63%	\$3.09	\$3.18	\$3.28	\$3.38
Commercial Dumpster Service (per month)								
	1 yd 1/wk	77.81	\$102.00	31%	\$105.06	\$108.21	\$111.46	\$114.80
	1 yd 2/wk	New Fee	\$184.00	n/a	\$189.52	\$195.21	\$201.06	\$207.09
	2 yd 1/wk	113.13	\$129.00	14%	\$132.87	\$136.86	\$140.96	\$145.19
	2 yd 2/wk	201.25	\$245.00	22%	\$252.35	\$259.92	\$267.72	\$275.75
	2 yd 3/wk	New Fee	\$368.00	n/a	\$379.04	\$390.41	\$402.12	\$414.19
	2 yd 4/wk	New Fee	\$491.00	n/a	\$505.73	\$520.90	\$536.53	\$552.62
	2 yd 5/wk	New Fee	\$614.00	n/a	\$632.42	\$651.39	\$670.93	\$691.06
	3 yd 1/wk	155.94	\$156.00	0%	\$160.68	\$165.50	\$170.47	\$175.58
	3 yd 2/wk	270.00	\$297.00	10%	\$305.91	\$315.09	\$324.54	\$334.28
	3 yd 3/wk	383.44	\$445.00	16%	\$458.35	\$472.10	\$486.26	\$500.85
	3 yd 4/wk	496.88	\$593.00	19%	\$610.79	\$629.11	\$647.99	\$667.43
	3 yd 5/wk	611.56	\$742.00	21%	\$764.26	\$787.19	\$810.80	\$835.13
	4 yd 1/wk	New Fee	\$183.00	n/a	\$188.49	\$194.14	\$199.97	\$205.97
	4 yd 2/wk	New Fee	\$348.00	n/a	\$358.44	\$369.19	\$380.27	\$391.68
	4 yd 3/wk	New Fee	\$522.00	n/a	\$537.66	\$553.79	\$570.40	\$587.52
	4 yd 4/wk	New Fee	\$696.00	n/a	\$716.88	\$738.39	\$760.54	\$783.35
	4 yd 5/wk	New Fee	\$869.00	n/a	\$895.07	\$921.92	\$949.58	\$978.07
	6 yd 1/wk	New Fee	\$237.00	n/a	\$244.11	\$251.43	\$258.98	\$266.75
	6 yd 2/wk	New Fee	\$450.00	n/a	\$463.50	\$477.41	\$491.73	\$506.48
	6 yd 3/wk	New Fee	\$675.00	n/a	\$695.25	\$716.11	\$737.59	\$759.72
	6 yd 4/wk	New Fee	\$900.00	n/a	\$927.00	\$954.81	\$983.45	\$1,012.96
	6 yd 5/wk	New Fee	\$1,125.00	n/a	\$1,158.75	\$1,193.51	\$1,229.32	\$1,266.20
Commercial Recycling (per month)								
	90 gal 1/wk	New Fee	\$18.00	n/a	\$18.54	\$19.10	\$19.67	\$20.26
	2 yd 1/wk	New Fee	\$64.50	n/a	\$66.44	\$68.43	\$70.48	\$72.60
	2 yd 2/wk	New Fee	\$122.50	n/a	\$126.18	\$129.96	\$133.86	\$137.87
	3 yd 1/wk	New Fee	\$78.00	n/a	\$80.34	\$82.75	\$85.23	\$87.79
	3 yd 2/wk	New Fee	\$148.50	n/a	\$152.96	\$157.54	\$162.27	\$167.14
	4 yd 1/wk	New Fee	\$91.50	n/a	\$94.25	\$97.07	\$99.98	\$102.98
	4 yd 2/wk	New Fee	\$174.00	n/a	\$179.22	\$184.60	\$190.13	\$195.84
	6 yd 1/wk	New Fee	\$118.50	n/a	\$122.06	\$125.72	\$129.49	\$133.37
	6 yd 2/wk	New Fee	\$225.00	n/a	\$231.75	\$238.70	\$245.86	\$253.24
Commercial Organics (per month)								
	90 gal 1/wk	New Fee	\$18.00	n/a	\$18.54	\$19.10	\$19.67	\$20.26
	90 gal 1/wk extra can	New Fee	\$8.00	n/a	\$8.24	\$8.49	\$8.74	\$9.00
	90 gal 2/wk	New Fee	\$34.20	n/a	\$35.23	\$36.28	\$37.37	\$38.49
	90 gal 2/wk extra can	New Fee	\$15.20	n/a	\$15.66	\$16.13	\$16.61	\$17.11
	90 gal 3/wk	New Fee	\$51.30	n/a	\$52.84	\$54.42	\$56.06	\$57.74
	90 gal 3/wk extra can	New Fee	\$22.80	n/a	\$23.48	\$24.19	\$24.91	\$25.66
	90 gal 4/wk	New Fee	\$68.40	n/a	\$70.45	\$72.57	\$74.74	\$76.98
	90 gal 4/wk extra can	New Fee	\$30.40	n/a	\$31.31	\$32.25	\$33.22	\$34.22

Planning Year FY26: Refuse Enterprise Cost Allocation to Residential, Commercial, and Sweeper									
Expenses	FY26	Res	Com	Swp	Res	Com	Swp	Comments	Crosscheck
Salaries - None Driver (3)	\$321,000	45%	45%	9%	\$145,909	\$145,909	\$29,182	Based on drivers. See Detail.	\$321,000
Salaries - Driver (11)	\$994,000	45%	45%	9%	\$451,818	\$451,818	\$90,364	Based on drivers. See Detail.	\$994,000
Materials / Supplies	\$100,000	65%	30%	5%	\$65,000	\$30,000	\$5,000	65/30/5 based roughly on tonnage	\$100,000
Bad Debt / Other	\$51,000	65%	30%	5%	\$33,150	\$15,300	\$2,550	65/30/5 based roughly on tonnage	\$51,000
General Administration	\$733,000	65%	30%	5%	\$476,450	\$219,900	\$36,650	65/30/5 based roughly on tonnage	\$733,000
Risk Management	\$206,000	65%	30%	5%	\$133,900	\$61,800	\$10,300	65/30/5 based roughly on tonnage	\$206,000
Cont Svcs Landfill	\$1,177,000	From KWRA Sheet			\$573,000	\$355,000	\$0	Based on FY25 KWRA data	\$928,000
Cont Svcs Recycle					\$75,000	\$18,000	\$0	Based on FY25 KWRA data	\$93,000
Cont Svcs Organics					\$143,000	\$3,000	\$0	Based on FY25 KWRA data	\$146,000
Cont Svcs Other		65%	35%	0%	\$6,500	\$3,500	\$0	65/30/5 based roughly on tonnage	\$10,000
Other Fleet Svc	\$515,000	65%	30%	5%	\$334,750	\$154,500	\$25,750	65/30/5 based roughly on tonnage	\$515,000
<b>Total Operating Expenses</b>	<b>\$4,097,000</b>				<b>\$2,438,477</b>	<b>\$1,458,727</b>	<b>\$199,795</b>		<b>\$4,097,000</b>
					<b>\$4,097,000</b>				
				100%	60%	36%	4.88%		
					100.00%				
					3.05%	1.83%	4.88%		
					<b>63%</b>	<b>37%</b>			
					100.00%				
					\$2,563,489	\$1,533,511			
					<b>\$4,097,000</b>				



### Attachment 3: Calculation of Costs for Added Residential Services

Calculation of Cost for Added Residential Services		Cost for Incremental Carts Per Month	
<b>KWRA Costs</b>		<b>Recycle Incremental Can</b>	
Cont Svcs Landfill	\$573,000	Can Cost	\$0.83 \$100 cost assembled, 10 yr life
Cont Svcs Recycle	\$75,000	KWRA Recycle	\$0.92 based on 6,800 customers
Cont Svcs Organics	\$143,000	Other City Costs	\$5.83
Cont Svcs Other	\$6,500	Total	<b>\$7.59</b>
<b>Other City Costs</b>		<b>Organics Incremental Can</b>	
Salaries - None Driver (3)	\$145,909	<b>Organics Incremental Can</b>	
Salaries - Driver (11)	\$451,818	Can Cost	\$0.83 (\$100 cost assembled, 10 yr life)
General Administration	\$219,900	KWRA Organics	\$1.75 based on 6,800 customers
Materials / Supplies	\$65,000	Other City Costs	\$5.83
Truck Replacement	\$225,000	Total	<b>\$8.42</b>
Other Fleet Svc	\$334,750		
Total Other City Costs	<u>\$1,442,377 per year</u> \$120,198 per month	<b>Land Fill Incremental Can</b>	
		Can Cost	\$0.83 (\$100 assembled. 10 yr life.)
	7,000 LF /wk	KWRA Land Fill	\$6.82 based on 7,000 containers in the field
	6,800 Blue /wk	Other City Costs	\$5.83
	6,800 Green /wk		<b>\$13.49 per month</b>
	20,600 Tips /wk		
	52.14 wks/yr		
	4.35 wks/mo		
	89,512 tips /mo		
	\$120,198 Cost per month		
	\$1.343 per tip average overall		
Other City Costs	\$5.83 per month for tipping		

## Attachment 4: Historical and Projected Revenues, Expenses and Fund Balance

[illegible]

## Attachment 5: Truck Inventory and Replacement Planning

City of Lemoore Refuse Enterprise										
Truck Inventory and Replacement Planning										
Make	#	Year	Miles	Fuel	Dumpsters or Cans (D or C)	Capacity (Tons)	Wheel Count	Planned Replacement Year	FYE 2026	FYE 2027
Peterbilt	109	2005	198,859	D	D - Rear	10	10	2026-2027	\$450,000	
Peterbilt	111	2006	176,269	D	C - Auto	10	10	2025-2026	\$450,000	
Peterbilt	112	2008	204,869	D	D - Rear	10	10	2028-2029		\$450,000
Peterbilt	113	2008	194,881	D	C - Auto	10	10	2027-2028		\$450,000
Peterbilt	114	2011	126,162	D	D - Front	13	12	2030-2031		\$450,000
Mack	115	2013	121,833	NG	C - Auto	10	10	2029-2030		\$450,000
Mack	116	2013	144,550	NG	C - Auto	10	10	2029-2030		\$450,000
Mack	117	2015	153,862	NG	C - Auto	10	10	2030-2031		
Freightliner	11	2012	73,762	NG	Sweeper	n/a	6	2026-2027	\$600,000	
Peterbilt	102	2020	64,151	NG	D - Front	10	10	2032-2033		
Peterbilt	103	2021		D	C - Auto	10	10	2031-2032		
Peterbilt	104	2021		D	C - Auto	10	10	2032-2033		
Freightliner	12	2023	10,244	D	Sweeper	n/a	6	2033-2034		
Peterbilt	105	2024		D	C - Auto	10	10	2034-2035		
Peterbilt	106	2024		D	D- Front	13	12	2035-2036		
<b>Total by year of purchase</b>									<b>\$1,500,000</b>	<b>\$2,250,000</b>
<b>Combined total</b>									<b>\$3,750,000</b>	

## Attachment 6: Miscellaneous Fees for Optional Solid Waste Services

Miscellaneous Fees for Optional Solid Waste Services			
		Existing	Proposed
<b>Additional Weekly Services</b>			
	Added weekly 90 Black Landfill	\$11.26	\$14.00
	Added weekly 90 Blue Recycle	\$2.25	\$8.00
	Added weekly 90 Green Organic	\$3.38	\$8.00
<b>Extra Pickup</b>			
	Cart: Extra pickup, including go-back service. (First go-back is free)	\$10.00	\$15.00
	Bin: Extra Pickup fee <u>plus Dumping Fee below</u>	\$40.00	\$50.00
<b>Special Residential Services</b>			
	Replacement Cart (any type)	\$57.49	\$90.00
	Resume Added Cart within One Year	\$28.75	\$60.00
	Temporary Suspension of Service to "Water Only" status	New	\$60.00
	Recovery of residential carts for nonpayment, including re-delivery after payment	New	\$60.00
<b>Contaminated Containers</b>			
	Residential Cart	\$11.98	\$15.00
	Bin	\$47.98	\$50.00
<b>Rental Services Delivery / Recovery (Plus Dumping Fee)</b>			
	For each bin	\$91.03	\$90.00
	One-time charge for all carts	\$91.03	\$90.00
<b>Dumping Fees for Rental Services and Special Pickups (per pickup)</b>			
	Carts (each)	\$10.00	\$8.00
	1 yard bin	\$16.55	\$16.55
	2 yard bin	\$33.10	\$33.10
	3 yard bin	\$49.65	\$49.65
	4 yard bin	\$66.20	\$66.20
	6 yard bin	\$99.30	\$99.30
<b>Locking Dumpster</b>			
	One-time set up fee	\$119.77	\$90.00
	Lock Replacement	\$29.94	\$30.00
<b>Bulky Clean Up</b>			
	Car Tires	\$5.00	\$10.00
	Couch, Washer/Dryer, Refrigerator, bagged trash, other large household items	\$75, plus KWRA disposal fee	\$90.00