

LEMOORE

CALIFORNIA

**LEMOORE CITY COUNCIL
COUNCIL CHAMBER
429 C STREET
December 2, 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

No Ceremonies / Presentations.

2 – STUDY SESSION

2-1 Tract 920 Phase II Completion Timeline (Schisler)

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 – Subdivision Agreement and Final Map – Tract 935 – Lennar Homes of California, Inc.
- 4-3 Approval – Revised Salary Schedule Effective January 5, 2026
- 4-4 Approval – Adoption of the 2025 Building Standards Code Effective January 1, 2026
- 4-5 Approval – Agreement for Professional Planning Services On-Call Consultant – QK, Inc.

5 – PUBLIC HEARINGS

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

No Public Hearings.

6 – NEW BUSINESS

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

No New Business.

7 – CITY COUNCIL REPORTS AND REQUESTS

7-1 City Council Reports / Requests

CLOSED SESSION

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

1. Government Code Section 54956.9(d)(2)
Conference with Legal Counsel – Anticipated Litigation

ADJOURNMENT

Upcoming Council Meetings

- City Council Regular Meeting, Tuesday, December 16, 2025
- City Council Regular Meeting, Tuesday, January 6, 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 December 2, 2025 at Council Chamber, 429 C Street and City Hall, 711 W. Cinnamon Drive, Lemoore, CA on November 25, 2025.

 //s//

Marisa Avalos, City Clerk



CITY COUNCIL REGULAR MEETING DECEMBER 2, 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/83795417681?pwd=00CYTYK81DbhMk8FjPM2KukYb7m6vB.1>
- Meeting ID: 837 9541 7681
- Passcode: 326564
- Phone: +1 669 900 6833

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

General Public Comments & Comments on City Council Business Items

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

Public Hearings

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

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



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

Staff Report

Item No: 2-1

To: Lemoore City Council

From: Christal Schisler, Management Analyst

Date: November 24, 2025

Meeting Date: December 2, 2025

Subject: Tract 920 Phase II Completion Timeline

Strategic Initiative:

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

Proposed Motion:

No formal motion is required at this time. Staff requests that the City Council discuss the completion timeline of Subdivision Tract 920 with Lennar Homes representative, Walter Diamond.

Background:

The City Council approved Subdivision Tract 920 Phase II agreement and final map in November of 2022. Walter Diamond, a representative from Lennar Homes will be present.

Financial Consideration(s):

None at this time.

Alternatives or Pros/Cons:

N/A.

Attachments:

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

Review:

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

Date:

11/25/2025
11/24/2025
11/24/2025
11/24/2025

November 18, 2025 Minutes Lemoore City Council Regular Meeting

CALL TO ORDER:

At 5:31 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; Assistant Public Works Director Lopez; Management Analyst Baley; Management Analyst Schisler; Community Services Officer Perez; Building Inspector Oliver; Recreation Coordinator Matthews; City Clerk Avalos

AGENDA APPROVAL, ADDITIONS, AND/OR DELETIONS

Item 2-1 and Closed Session item will be moved to the next City Council meeting.

1 – CEREMONIAL / PRESENTATION

1-1 Employee of the Month – October 2025 – Meghan Palmer (Valdez)

Finance Director Valdez recognized Meghan Palmer, Junior Accountant as Employee of the Month for October 2025.

2 – STUDY SESSION

2-1 ESG Presentation of Infrastructure Projects (Benavides)

Item 2-1 was moved to the next City Council meeting.

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

Police Chief Kendall presented an overview of the proposed draft ordinance regarding Peddlers, Solicitors, and Transient Merchants. He accepted suggested changes from City Council to come back with an updated draft ordinance.

PUBLIC COMMENT

Alex Walker thanked the Lemoore Community for attending the Rotary Crab Feed. It was a success and the food was incredible. He was selling 50/50 tickets. He thanked everyone for their support. One of the featured fundraisers was Little Free Library. Members of the community were able to purchase a Little Free Library and have the ability to customize it. He encouraged people to attend next year. He thanked everyone for attending the Sarah Mooney Mixer. The Christmas open house on November 30th before Jingle and Mingle. There will be a food pantry. He encouraged everyone to attend Jingle and Mingle. He will be participating with the Lemoore Volunteer Fire Department.

3 – DEPARTMENT AND CITY MANAGER REPORTS

City Manager Trejo shared that the Recreation Department is going to be starting Line Dancing class. Jingle and Mingle is November 30th from 4:00 p.m. to 7:00 p.m. The large Christmas tree will be lit up. Breakfast with Santa is December 13th. Tickets are on sale. City offices will be closed next week on Thursday and Friday in observance of the Thanksgiving holiday.

Police Chief Kendall commended the American Legion Post 100 on their Veterans Day parade. It was a huge turnout. As part of the CHP cannabis grant that was received, the Police Department will a DUI saturation patrol on the day after Thanksgiving.

4 – CONSENT CALENDAR

- 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 19th 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

Items 4-2, 4-6 and 4-8 were pulled for separate consideration.

Motion by Council Member Lyons, seconded by Mayor Pro Tem Gornick, to approve the Consent Calendar, except items 4-2, 4-6, and 4-8.

Ayes: Lyons, Gornick, Brewster, Cruz, Matthews

- 4-2 Approval – Resolution 2025-34 – Benefits for the Unrepresented Employees of the City and Approving Changes

Motion by Council Member Brewster, seconded by Council Member Lyons, to approve Resolution 2025-34, Benefits for the Unrepresented Employees of the City and Approving Changes.

Ayes: Lyons, Gornick, Brewster, Cruz, Matthews

- 4-6 Approval – Subdivision Agreement and Final Map – Tract 935 – Lennar Homes of California, Inc.

Motion by Mayor Pro Tem Gornick, seconded by Council Member Cruz, to table this item to the next City Council meeting.

Ayes: Gornick, Cruz, Lyons, Brewster, Matthews

- 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

Motion by Mayor Pro Tem Gornick, seconded by Council Member Lyons, to approve the 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.

Ayes: Gornick, Lyons, Brewster, Cruz, Matthews

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)

Public Hearing opened: 7:32 p.m.

Spoke: Tom Reed

Public Hearing closed: 7:33 p.m.

Motion by Mayor Pro Tem Gornick, seconded by Council Member Brewster, to approve Resolution 2025-35 – Revising and Updating Miscellaneous Fees for Optional Solid Waste Services Within the Master User Fee Schedule.

Ayes: Gornick, Brewster, Lyons, Cruz, Matthews

6 – NEW BUSINESS

No New Business.

7 – CITY COUNCIL REPORTS AND REQUESTS

Council Member Brewster stated that there has been some movement at the Sheriff's office. Sheriff Putnam will be taking charge effective November 24th. Sheriff Robinson will be retiring. He thanked City staff for the discussions this evening. He stated that they are appreciated.

Council Member Lyons congratulated Meghan on Employee of the Month. He stated that he appreciated Kristie Baley's comments and viewpoints. He thanked Chief Kendall and his work with the flock cameras. He thanks Police, Fire, Refuse, Parks and Recreation and all City staff.

Council Member Cruz thanked staff for their hard work.

Mayor Pro Tem Gornick congratulated Meghan. Thanked Kristie for her valuable input. He made comments regarding Consent Calendar items. He would like the opportunity to discuss more of the items. He wished everyone a Happy Thanksgiving.

Mayor Matthews stated that KCAO partnered with Lemoore College for food distribution. She thanked PD for their assistance. KCAO gave away 820 turkeys. She thanks KCAO and Lemoore College. There was over 100 volunteers. KWRA will be bringing back the rate increase that previously failed and they are looking into the JPA structure. Since the last Council meeting she attended the KCAO Monte Carlo fundraiser, Cohort for women in government, the Rotary Crab Feed, Veterans Parade, Native American Heritage Celebration, and Kings EDC Annual meeting. She will be attending the Cal Cities League Leader in December.

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

This item was moved to the next City Council meeting.

ADJOURNMENT

At 7:46 p.m., Council adjourned.

Approved the 2nd day of December 2025.

APPROVED:

Patricia Matthews, Mayor

ATTEST:

Marisa Avalos, City Clerk



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

Staff Report

Item No: 4-2

To: Lemoore City Council

From: Estevan Benavides, Public Works Director

Date: November 20, 2025 Meeting Date: December 2, 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 18³/₄ 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:

11/25/2025
11/24/2025
11/24/2025
11/24/2025

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:

- 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 GUARDRAE AVENUE AND WEST ONYX AVENUE IN FEE TO THE CITY OF LEMOORE, AS SHOWN HEREON.
- LOT A, LOT B, LOT C, AND LOT D IN FEE TO THE CITY OF LEMOORE, FOR LANDSCAPING PURPOSES, AS SHOWN HEREON.
- 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.

- 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: MILLROSE 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) EXAM SUBMITTED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/HE/IT/ET EXERCISED THE SAME IN HIS/HER/HEY AUTHORIZED CAPACITY(IES) AND THAT BY HE/HER/OTHER 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:

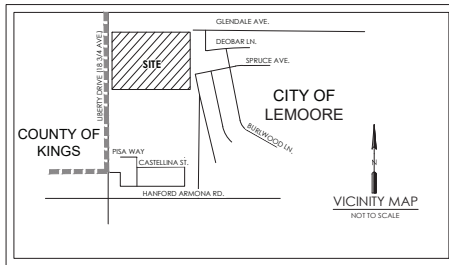
COUNTY OF:

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. WESTERLIND, 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 GUARDRAE 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 AT THE REQUEST
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 HERNDON, COUNTY OF KINGS, STATE OF CALIFORNIA.

AUGUST 2024

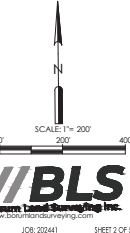
SHEET 2 OF 5

LEGEND

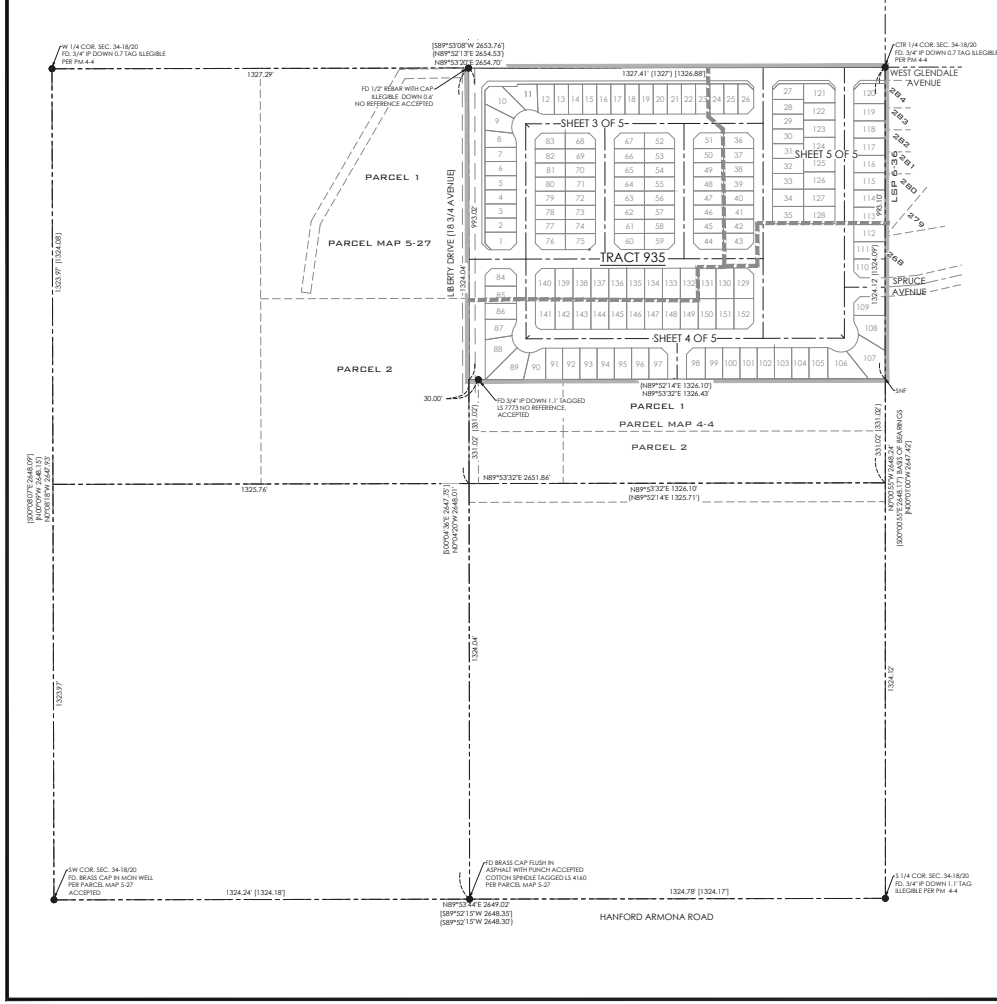
- [-] RECORD DATA PER PARCEL MAP 4-4 KCR
- [--] RECORD DATA PER PARCEL MAP 5-27 KCR
- KCR KINGS COUNTY RECORDS
- FOUND AND ACCEPTED MONUMENT AS NOTED
- SET 5/8" REBAR WITH CAP TAGGED LS 8004 AT ALL LOT CORNERS AND POINTS OF CURVATURE
- ⊗ SET BRASS DISC IN CONCRETE STAMPED LS 8004
- ⊗ SET 5/8" REBAR WITH CAP TAGGED LS 8004 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- SECTION LINE
- ADJOINING PROPERTY LINE
- LIMITS OF SUBDIVISION
- R RADIAL BEARING
- SNP SEARCH NOTHING FOUND
- PUE PUBLIC UTILITY EASEMENT
- XXXXX WAIVER OF ACCESS RIGHTS

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°00'00"E AS SHOWN ON ELM MEADOWS UNIT NO. 3, LSP 6-36 KCR



JOB: 202411 SHEET 2 OF 5



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

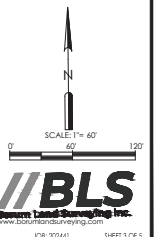
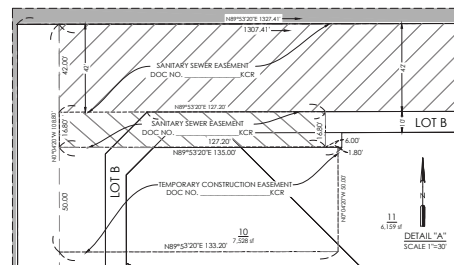
- 1-1 RECORD DATA PER PARCEL MAP 4-4 KCR
- 1-1 RECORD DATA PER PARCEL MAP 5-27 KCR
- KCR KINGS COUNTY RECORDS
- FOUND AND ACCEPTED MONUMENT AS NOTED
- SET 5/8" REBAR WITH CAP TAGGED L5 8004 AT ALL LOT CORNERS AND POINTS OF CURVATURE
- SET BRASS DISC IN CONCRETE STAMPED L5 8006
- ⊠ SET 5/8" REBAR WITH CAP TAGGED L5 8004 AS 5' WITNESS CORNER (DISTANCE IS TO TRUE CORNER)
- SECTION LINE
- ADJOINING PROPERTY LINE
- LIMITS OF SUBDIVISION
- R RADIAL BEARING
- SNP 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

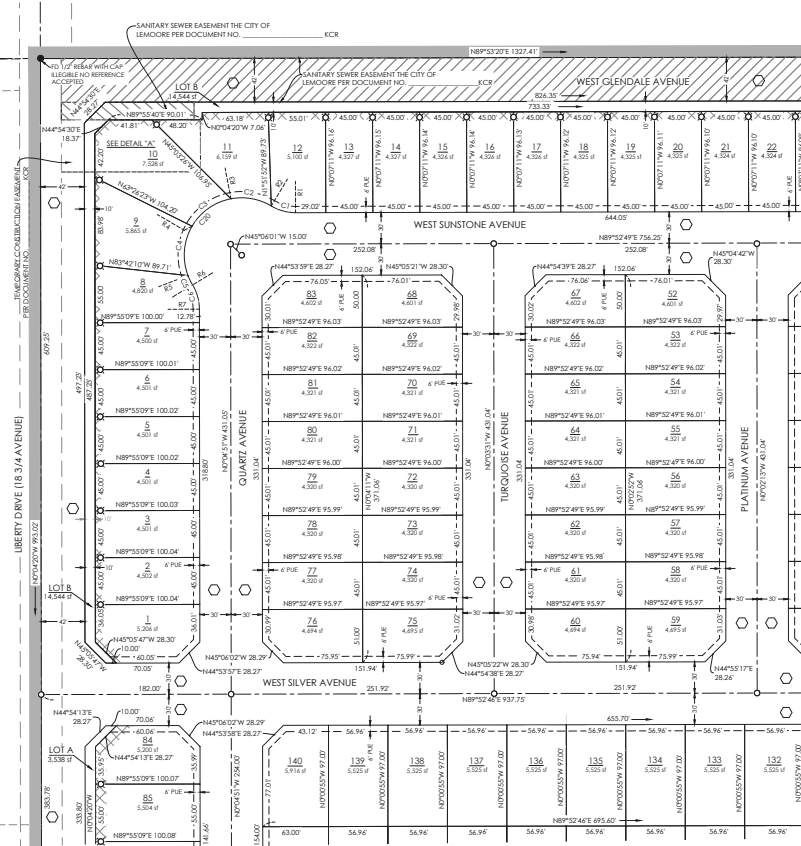
THE EAST LINE OF THE SOUTHWEST QUARTER OF SECTION 34, TOWNSHIP 18 SOUTH, RANGE 20 EAST BEARS N07°02'55"E AS SHOWN ON ELK MEADOWS UNIT NO. 3, LSP 6-34 KCR

SEE CONTINUATION ON SHEET 5



JOB: 202441 SHEET 3 OF 5

PARCEL 1
PARCEL MAP 5-27



SEE CONTINUATION ON SHEET 4

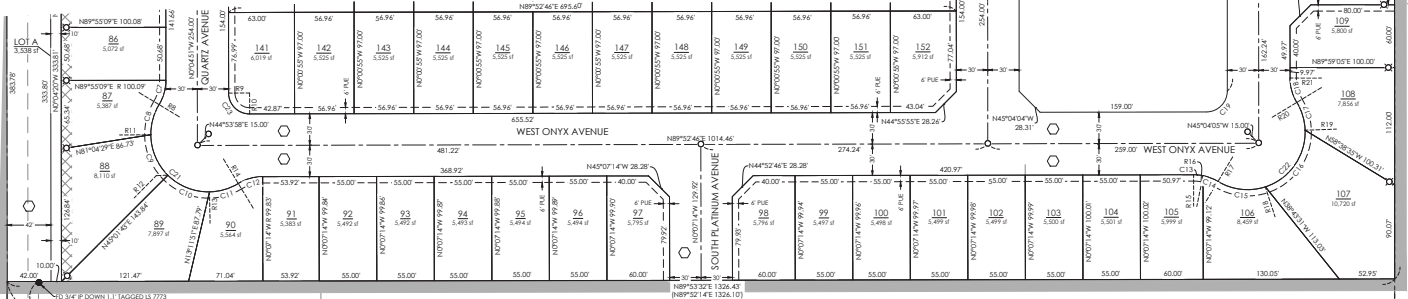
LEGEND

- 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



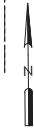
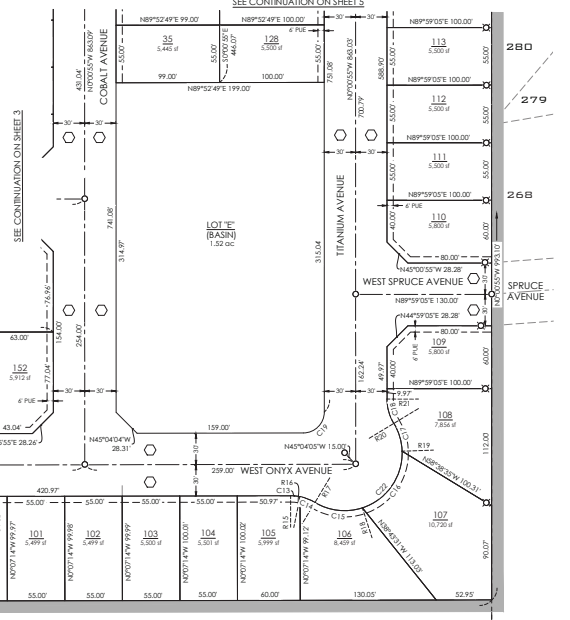
PARCEL 1
PARCEL MAP 4-4

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



SCALE: 1" = 60'

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JOB: 202441 SHEET 4 OF 5

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 8006 AT ALL LOT CORNERS AND POINTS OF CURVATURE
 - SET BRASS DISC IN CONCRETE STAMPED LS 8006
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 - SECTION LINE
 - ADJOINING PROPERTY LINE
 - LIMITS OF SUBDIVISION
 - R RADIAL BEARING
 - SWP SEARCH WITNESS FOUND
 - PUE PUBLIC UTILITY EASEMENT
 - Waiver of Access Rights
 - DEDICATION TO THE CITY OF LEMORED IN FEE FOR ROAD PURPOSES

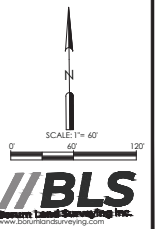
ALL DISTANCES ARE MEASURED AND IN FEET OR DECIMALS THEREOF UNLESS NOTED OTHERWISE

BASIS OF BEARINGS

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

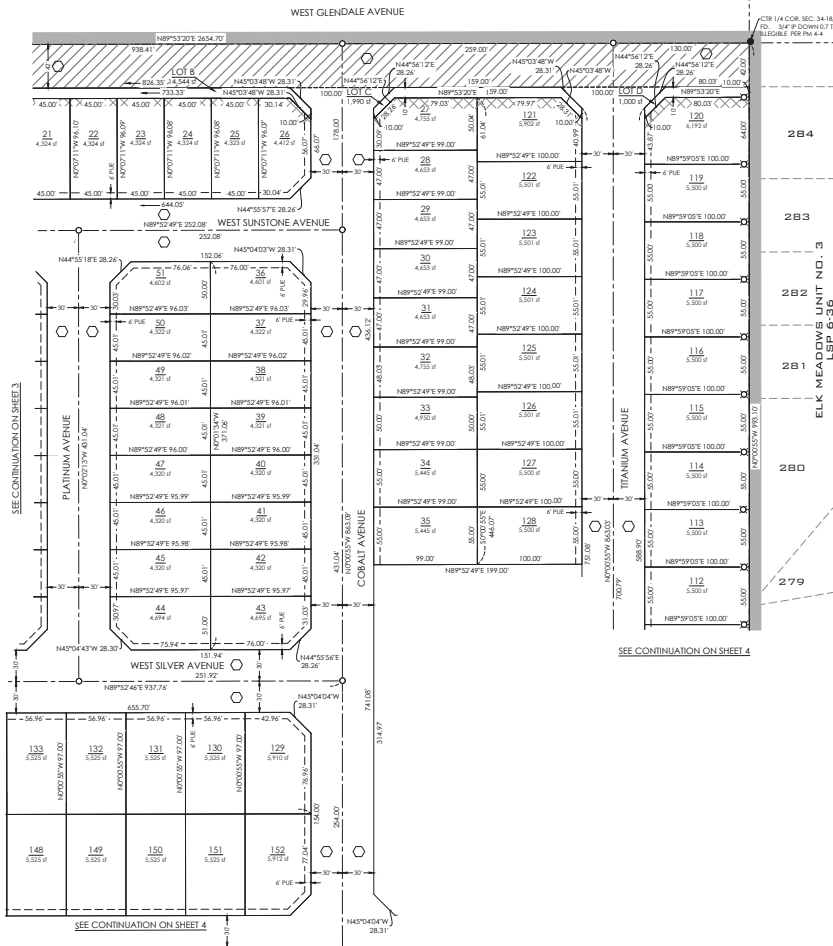
SEGMENT	DIRECTION
R1	S07°07'11"E
R2	N30°59'55"E
R3	N10°45'36"W
R4	S39°43'19"E
R5	S40°13'58"W
R6	N30°48'03"E
R7	N89°45'09"E
R8	S39°57'14"E
R9	S89°55'09"W
R10	S07°07'14"E
R11	S89°30'43"W
R12	S44°48'01"W
R13	S1°02'11"E
R14	S31°14'49"E
R15	N07°07'14"W
R16	N11°27'13"E
R17	S30°59'27"W
R18	S17°59'39"E
R19	N88°02'32"E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



BLS
Boundary Land Surveying Inc.
www.boundarylandsurveying.com

JOB: 202441 SHEET 5 OF 5



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
<i>Construction Total</i>	<i>\$5,906,983.00</i>
Contingency 15%	<u>\$ 886,047.43</u>
<i>Subtotal</i>	<i>\$6,793,030.00</i>
Engineering 6%	\$ 354,418.97
OVERALL TOTAL	\$7,147,449.30

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



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Staff Report

Item No: 4-3

To: Lemoore City Council

From: Marissa Trejo, City Manager

Date: November 24, 2025

Meeting Date: December 2, 2025

Subject: Revised Salary Schedule Effective January 5, 2026

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 revised salary schedule effective January 5, 2026..

Subject/Discussion:

Resolution 2025-34 was approved on November 18, 2025 by City Council. The revised salary schedule makes the applicable changes to the salary schedule per the resolution.

Financial Consideration(s):

N/A.

Alternatives or Pros/Cons:

Pros:

- Improves Recruitment and Retention

Cons:

- None noted.

Commission/Board Recommendation:

N/A

Staff Recommendation:

Staff recommends approval of the revised salary schedule effective January 5, 2026.

Attachments:

Review:

Date:

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

- | | |
|---|------------|
| <input checked="" type="checkbox"/> City Attorney | 11/25/2025 |
| <input checked="" type="checkbox"/> City Clerk | 11/24/2025 |
| <input checked="" type="checkbox"/> City Manager | 11/24/2025 |
| <input checked="" type="checkbox"/> Finance | 11/24/2025 |

SALARY SCHEDULE								
Effective 1/5/26								
TITLE			1	2	3	4	5	6
ACCOUNT CLERK I	35	YEARLY	38,627	40,558	42,586	44,716	46,951	49,299
ACCOUNT CLERK II	45	YEARLY	42,668	44,802	47,042	49,394	51,863	54,457
ACCOUNT CLERK III	55	YEARLY	47,132	49,489	51,963	54,561	57,290	60,154
ACCOUNT TECHNICIAN	60	YEARLY	49,536	52,013	54,614	57,345	60,212	63,222
ACCOUNTANT	80	YEARLY	60,444	63,466	66,639	69,971	73,470	77,143
ADMINISTRATIVE ASSISTANT I	43	YEARLY	41,827	43,919	46,115	48,421	50,842	53,384
ADMINISTRATIVE ASSISTANT II	46	YEARLY	43,095	45,250	47,512	49,888	52,382	55,001
ADMINISTRATIVE ASSISTANT II / FIRE PREVENTION INSPECTOR	67	YEARLY	53,110	55,765	58,554	61,481	64,555	67,783
ADMINISTRATIVE SERVICES TECHNICIAN	45	YEARLY	42,668	44,802	47,042	49,394	51,863	54,457
ASSISTANT CITY MANAGER	141	YEARLY	110,906	116,452	122,274	128,388	134,807	141,548
ASSISTANT CITY MANAGER / ADMINISTRATIVE SERVICES DIRECTOR	150	YEARLY	121,297	127,361	133,730	140,416	147,437	154,809
ASSISTANT PUBLIC WORKS DIRECTOR	126	YEARLY	95,529	100,306	105,321	110,587	116,116	121,922
BUILDING INSPECTOR	69	YEARLY	54,177	56,886	59,730	62,717	65,853	69,145
BUILDING OFFICIAL/SUPERINTENDENT	102	YEARLY	75,235	78,997	82,947	87,094	91,449	96,022
BUILDING PERMIT TECHNICIAN	44	YEARLY	42,246	44,358	46,576	48,905	51,350	53,917
CITY CLERK / EXECUTIVE ASSISTANT	103	YEARLY	75,988	79,787	83,777	87,965	92,364	96,982
CITY CLERK / HR MANAGER	122	YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
CITY MANAGER	N/A	YEARLY	188,662	198,095	208,000	218,400	229,320	240,786
COMMUNITY DEVELOPMENT DIRECTOR	140	YEARLY	109,808	115,299	121,064	127,117	133,473	140,146
COMMUNITY SERVICES OFFICER	48	YEARLY	43,961	46,159	48,467	50,890	53,435	56,107
COMMUNITY SERVICES MANAGER	122	YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
EMERGENCY DISPATCH SUPERVISOR	79	YEARLY	59,845	62,838	65,980	69,279	72,743	76,380
EMERGENCY DISPATCHER I	46	YEARLY	43,095	45,250	47,512	49,888	52,382	55,001
EMERGENCY DISPATCHER II	56	YEARLY	47,604	49,984	52,483	55,107	57,862	60,756
EQUIPMENT MECHANIC I	56	YEARLY	47,604	49,984	52,483	55,107	57,862	60,756
EQUIPMENT MECHANIC II	68	YEARLY	53,641	56,323	59,139	62,096	65,201	68,461
EVIDENCE TECHNICIAN	47	YEARLY	43,526	45,702	47,987	50,387	52,906	55,551
EXECUTIVE ASSISTANT	85	YEARLY	63,527	66,704	70,039	73,541	77,218	81,079
FINANCE DIRECTOR / CFO	145	YEARLY	115,410	121,180	127,239	133,601	140,281	147,295
FINANCE MANAGER	103	YEARLY	75,988	79,787	83,777	87,965	92,364	96,982

SALARY SCHEDULE								
Effective 1/5/26								
TITLE			1	2	3	4	5	6
FIRE PREVENTION INSPECTOR	69	YEARLY	54,177	56,886	59,730	62,717	65,853	69,145
GROUNDSKEEPER	26	YEARLY	35,318	37,084	38,938	40,885	42,929	45,076
HUMAN RESOURCES ASSISTANT	45	YEARLY	42,668	44,802	47,042	49,394	51,863	54,457
HUMAN RESOURCES GENERALIST	71	YEARLY	55,266	58,030	60,931	63,978	67,176	70,535
HUMAN RESOURCES / RISK MANAGEMENT MANAGER	122	YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
INFORMATION TECHNOLOGY ANALYST	98	YEARLY	72,300	75,915	79,711	83,696	87,881	92,275
INFORMATION TECHNOLOGY MANAGER	122	YEARLY	91,802	96,392	101,211	106,272	111,585	117,165
JUNIOR ACCOUNTANT	71	YEARLY	55,266	58,030	60,931	63,978	67,176	70,535
LEAD GROUNDSKEEPER	31	YEARLY	37,120	38,976	40,925	42,971	45,119	47,375
MAINTENANCE COORDINATOR	70	YEARLY	54,719	57,455	60,328	63,344	66,511	69,837
MAINTENANCE WORKER I	31	YEARLY	37,120	38,976	40,925	42,971	45,119	47,375
MAINTENANCE WORKER II	41	YEARLY	41,003	43,053	45,206	47,466	49,840	52,332
MANAGEMENT ANALYST	93	YEARLY	68,791	72,230	75,842	79,634	83,616	87,796
METER READER	32	YEARLY	37,491	39,366	41,334	43,400	45,570	47,849
OFFICE ASSISTANT I	24	YEARLY	34,622	36,353	38,171	40,080	42,084	44,188
OFFICE ASSISTANT II	34	YEARLY	38,245	40,157	42,165	44,273	46,486	48,811
PARKS & RECREATION DIRECTOR	126	YEARLY	95,529	100,306	105,321	110,587	116,116	121,922
PAYROLL TECHNICIAN	60	YEARLY	49,536	52,013	54,614	57,345	60,212	63,222
PLANNING TECHNICIAN	44	YEARLY	42,246	44,358	46,576	48,905	51,350	53,917
POLICE CHIEF	153	YEARLY	124,972	131,221	137,782	144,671	151,904	159,499
POLICE CAPTAIN	137	YEARLY	106,579	111,908	117,503	123,378	129,547	136,025
POLICE CORPORAL	94	YEARLY	69,479	72,953	76,600	80,430	84,452	88,674
POLICE OFFICER	87	YEARLY	64,804	68,044	71,446	75,019	78,770	82,708
POLICE LIEUTENANT	129	YEARLY	98,424	103,345	108,512	113,938	119,635	125,616
POLICE RECORDS SUPERVISOR	66	YEARLY	52,584	55,213	57,974	60,872	63,916	67,112
POLICE RECORDS TECHNICIAN I	32	YEARLY	37,491	39,366	41,334	43,400	45,570	47,849
POLICE RECORDS TECHNICIAN II	39	YEARLY	40,195	42,205	44,315	46,531	48,858	51,301
POLICE SERGEANT	108	YEARLY	79,864	83,857	88,050	92,453	97,075	101,929
PUBLIC WORKS DIRECTOR	145	YEARLY	115,410	121,180	127,239	133,601	140,281	147,295
PUBLIC WORKS INSPECTOR I	59	YEARLY	49,046	51,498	54,073	56,777	59,616	62,597

SALARY SCHEDULE								
Effective 1/5/26								
TITLE			1	2	3	4	5	6
PUBLIC WORKS INSPECTOR II	69	YEARLY	54,177	56,886	59,730	62,717	65,853	69,145
RECREATION COORDINATOR	56	YEARLY	47,604	49,984	52,483	55,107	57,862	60,756
RECREATION MANAGER	98	YEARLY	72,300	75,915	79,711	83,696	87,881	92,275
RECREATION SPECIALIST	43	YEARLY	41,827	43,919	46,115	48,421	50,842	53,384
SENIOR EMERGENCY DISPATCHER	66	YEARLY	52,584	55,213	57,974	60,872	63,916	67,112
SENIOR MAINTENANCE WORKER	54	YEARLY	46,666	48,999	51,449	54,021	56,722	59,558
SENIOR WASTEWATER UTILITY OPERATOR	87	YEARLY	64,804	68,044	71,446	75,019	78,770	82,708
SENIOR WATER UTILITY OPERATOR	92	YEARLY	68,110	71,515	75,091	78,845	82,788	86,927
SUPERINTENDENT	93	YEARLY	68,791	72,230	75,842	79,634	83,616	87,796
UTILITES MANAGER	114	YEARLY	84,777	89,016	93,467	98,140	103,047	108,200
WATER CHIEF PLANT OPERATOR	114	YEARLY	84,777	89,016	93,467	98,140	103,047	108,200
WATER CONSERVATION OFFICER	45	YEARLY	42,668	44,802	47,042	49,394	51,863	54,457
WATER DISTRIBUTION COORDINATOR	70	YEARLY	54,719	57,455	60,328	63,344	66,511	69,837
WASTEWATER CHIEF PLANT OPERATOR	109	YEARLY	80,663	84,696	88,931	93,377	98,046	102,948
WASTEWATER COLLECTIONS COORDINATOR	70	YEARLY	54,719	57,455	60,328	63,344	66,511	69,837
WASTEWATER UTILITY OPERATOR-IN-TRAINING (OIT)	50	YEARLY	44,845	47,087	49,441	51,913	54,509	57,234
WASTEWATER UTILITY OPERATOR I	55	YEARLY	47,132	49,489	51,963	54,561	57,290	60,154
WASTEWATER UTILITY OPERATOR II	65	YEARLY	52,063	54,666	57,400	60,270	63,283	66,447
WASTEWATER UTILITY WORKER I	37	YEARLY	39,403	41,374	43,442	45,614	47,895	50,290
WASTEWATER UTILITY WORKER II	47	YEARLY	43,526	45,702	47,987	50,387	52,906	55,551
WATER UTILITY OPERATOR I	68	YEARLY	53,641	56,323	59,139	62,096	65,201	68,461
WATER UTILITY OPERATOR II	78	YEARLY	59,253	62,216	65,326	68,593	72,022	75,623
WATER UTILITY WORKER I	47	YEARLY	43,526	45,702	47,987	50,387	52,906	55,551
WATER UTILITY WORKER II	57	YEARLY	48,080	50,484	53,008	55,658	58,441	61,363

PART-TIME HOURLY RATES and TEMPORARY PAY	
CROSSING GUARDS	CALIFORNIA MANDATED MINIMUM WAGE
DAY CAMP MANAGER	CALIFORNIA MANDATED MINIMUM WAGE PLUS FIFTY CENTS
INTERIM CITY MANAGER	\$164,174.85/ ANNUALLY
PROGRAM INSTRUCTOR	\$21.00 (HOURLY)
RECREATION LEADER	CALIFORNIA MANDATED MINIMUM WAGE
REFEREE/SPORTS OFFICIAL FOR ADULT SPORTS	\$35.00 (HOURLY)
REFEREE/SPORTS OFFICIAL FOR YOUTH SPORTS	\$26.50 (HOURLY)
RESERVE OFFICER	\$27.65 (HOURLY RATE OF POLICE OFFICER STEP 1)
RESERVE EMERGENCY DISPATCHER	\$20.72 (HOURLY RATE OF EMERGENCY DISPATCHER I STEP 1)
SCOREKEEPER	CALIFORNIA MANDATED MINIMUM WAGE



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Staff Report

Item No: 4-4

To: Lemoore City Council

From: Ray Greenlee. Community Services Manager

Date: November 24, 2025 Meeting Date: December 2, 2025

Subject: Adoption of the 2025 Building Standards Code Effective January 1, 2026

Strategic Initiative:

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

Proposed Motion:

Adoption of the 2025 Building Standards Code Effective January 1, 2026.

Subject/Discussion:

The State mandates that the building and construction codes are updated every three years in all cities and counties throughout the state, known as the tri-annual update. The 2025 California Building Standards Code was published on July 1, 2025, which will become effective statewide on January 1, 2026. The city is currently operating under the 2022 California Building Standards.

The 2025 California Building Standards Code includes the following 12 codes:

- | | |
|------------------|-----------------------|
| • Administrative | • Energy |
| • Building | • Existing Building |
| • Residential | • Fire |
| • Electrical | • Green Building |
| • Mechanical | • Historical Building |
| • Plumbing | • Wildland-Urban |

The city may propose local codes/ordinances for adoption that differ from the State code at a later date.

The 2025 California Building Standards Code can be accessed on the state website at <https://www.dgs.ca.gov/BSC/Codes>.

Financial Consideration(s):

N/A.

Alternatives or Pros/Cons:

Pros:

- Adoption of the 2025 California Building Standards Code keeps the city current with State requirements.

Cons:

- None.

Commission/Board Recommendation:

None.

Staff Recommendation:

Staff recommends adoption of the 2025 Building Standards Code effective January 1, 2026.

Attachments:

- ☐ Resolution:
- ☐ Ordinance:
- ☐ Maps
- ☐ Contract
- ☐ Other:

Review:

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

Date:

11/25/2025
11/24/2025
11/24/2025
11/24/2025



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Staff Report

Item No: 4-5

To: Lemoore City Council
From: Marissa Trejo, City Manager
Date: November 24, 2025 **Meeting Date:** December 2, 2025
Subject: Agreement for Professional Planning Services On-Call Consultant – QK, Inc.

Strategic Initiative:

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

Proposed Motion:

Award an “On-Call Consultants” contract to QK to perform planning services for various projects assigned by the City as needed, including those projects that require procurement, and authorize the City Manager, or designee, to make any required changes and execute contract documents.

Subject/Discussion:

In August 2025 the City began the procurement process for a “On-Call Consultants” to perform planning services for various projects assigned by the City as needed. The City received eight (8) RFQs for On-Call Consultants.

The contract will include the scope of work outlined below as well as other planning services to be provided as needed for projects that require special expertise and or procurement:

- 1) Comprehensive and Environmental Planning
- 2) Processing Land Development Projects and Subdivisions
- 3) Housing Law/Studies and Grant Projects

- 4) Landscape Architecture
- 5) Biology and Environmental Services
- 6) Surveying/GIS

Financial Consideration(s):

On-Call Services have been budgeted for Fiscal Year 2025-2026.

Alternatives or Pros/Cons:

Pros:

- More cost effective than hiring a full-time staff member with the required qualifications.
- City has direct access to multiple consultant staff members with various areas of expertise that would otherwise require a salaried employee or procurement.

Cons:

- None noted.

Commission/Board Recommendation:

Not applicable.

Staff Recommendation:

Award the "On-Call Consultants" contract to QK Inc. to perform planning services for various projects assigned by the City as needed, including those projects that require procurement, and authorize the City Manager, or designee, to make any required changes and execute contract documents.

Attachments:

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

Review:

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

Date:

- 11/25/2025
- 11/24/2025
- 11/24/2025
- 11/24/2025

AGREEMENT FOR ON-CALL CONSULTANT

THIS AGREEMENT FOR ON-CALL CONSULTANT ("Agreement") is effective as of [11/4/2025] and is between the CITY OF LEMOORE, a California municipal corporation ("City"), and QK, a California professional corporation ("Consultant"). City and Consultant each are a "Party," and collectively, the "Parties," to this Agreement.

The City desires to retain On-Call Consultant(s) to perform planning services on an "on-call" or "as needed" basis for various projects assigned by the City. The on-call Consultant should specialize in one or more of and or have knowledge and experience of comprehensive and environmental planning, processing land development projects and subdivisions, landscape architecture (MWEL requirements), housing laws, biology and environmental services, and surveying/GIS as listed below and possess the ability to respond quickly to City needs.

Consultant warrants that it is specifically trained, experienced, expert and competent to perform such services required by the City as demonstrated in the Proposal attached hereto as Exhibit "A."

The City and the Consultant therefore agree as follows:

1. **Scope of Work.** City retains Consultant to provide all the services, equipment and materials necessary to complete the work described in the attached Exhibit "B."
2. **Standard of Performance.** Consultant represents and warrants that it has the qualifications, experience, and facilities necessary to properly perform the services required under this Agreement in a thorough, competent, and professional manner. Consultant shall at all times faithfully, competently and to the best of its ability, experience, and talent, perform all services described herein. In meeting its obligations under this Agreement, Consultant shall employ, at a minimum, generally accepted standards and practices utilized by persons engaged in providing services similar to those required of Consultant under this Agreement.
3. **On-Call Consultant.** City designates Consultant's employee [REDACTED] to serve under this Agreement as Lead On-Call Consultant for the City of Lemoore. As the designated Lead Consultant, [REDACTED] shall be responsible for personally providing or supervising all of Consultant's work under this Agreement.
4. **Term.** Subject to termination under section 10 below, the initial term of this Agreement shall be for the period of three (3) years beginning with the effective date of this Agreement; City shall have the right to extend the term of this Agreement for two consecutive one-year renewal terms.
5. **Ownership, Delivery, Release, and Reproduction of Information.** All documents, information and materials of any type prepared by the Consultant under this Agreement shall be the property of the City, whether completed or in process. Consultant shall not permit the reproduction, release, or use of such documents, information, and materials by any other person except as permitted by this Agreement.
 - a. City shall upon request provide Consultant with access to all information and data in its possession which are required in connection with the consulting services, including, but not limited to, pertinent environmental reports and supporting technical documents.
 - b. City shall upon request provide Consultant with access to, and make all provisions necessary to enter upon, public or private lands as required for Consultant to perform work under this Agreement.
 - c. Consultant, its officers, employees, agents, or subcontractors, shall not, without prior written authorization from the City Manager or unless requested by the City Attorney of City, voluntarily provide

declarations, letters of support, testimony at depositions, responses to interrogatories or other information concerning the work performed under this Agreement. A response to a subpoena or court order shall not be considered "voluntary" if Consultant gives City prior notice of such court order or subpoena.

- d. Consultant shall promptly notify City Manager or designee if Consultant, its officers, employees, agents or subcontractors are served with any summons, complaint, subpoena, notice of deposition, request for documents, interrogatories, request for admissions or other discovery request, court order or subpoena from any party regarding this Agreement and the work performed thereunder. City retains the right, but has no obligation, to represent Consultant or be present at any deposition, hearing, or similar proceeding. Consultant agrees to cooperate fully with City and to provide City with the opportunity to review any proposed responses to discovery requests to be provided by Consultant. However, this right to review any such response does not imply or mean the right by City to control, direct, or rewrite said response.
- e. If Consultant, or any officer, employee, agent or subcontractor of Consultant, provides any information or work product in violation of this Agreement, then City shall have the right to reimbursement and indemnity from Consultant for any damages, costs and fees, including attorney's fees, caused by or incurred as a result of Consultant's conduct.

6. Subcontractors. Consultant is authorized to subcontract any specialized work, provided that the City Manager or designee has given its written approval of each subcontractor in advance of the engagement of the subcontractor. Consultant shall be responsible for payment of subcontractor and shall require subcontractor to comply with this Agreement.

7. Compensation. City shall pay to Consultant in arrears as compensation in full for all work required by this Agreement a sum not to exceed in any fiscal year the total amount allotted for such services in the City's annual budget. In no event shall Consultant be paid more than \$750,000 over the initial three (3) year term for services provided pursuant to this Agreement.

Consultant's compensation shall be based on actual services performed and costs incurred at the rates set forth for each task in the Consultant's Fee Schedule appearing in Exhibit "C." The Consultant's Fee Schedule shown in Exhibit "C" shall remain in effect for the initial term of this Agreement and may be changed annually thereafter upon approval of the City Manager or designee. Progress payments will be made as set forth below based on compensable services provided and allowable costs incurred pursuant to this Agreement. Consultant shall submit to City monthly itemized invoices for the services rendered. If the work is satisfactorily completed, City shall pay such invoice within thirty (30) days of its receipt. If City disputes any portion of any invoice, then City shall pay the undisputed portion within the thirty day period, and at the same time advise Consultant in writing of the disputed portion.

8. Indemnification. CONSULTANT agrees to the fullest extent permitted by law including California Civil Code Section 2782.8, to indemnify, protect, defend, and hold harmless the CITY, its officers, officials, agents, employees and volunteers from and against any and all claims, damages, demands, liability, costs, losses and expenses, including without limitation, court costs and reasonable attorneys' and expert witness fees, arising out of any failure to comply with applicable law, any injury to or death of any person(s), damage to property, loss of use of property, economic loss or otherwise arising out of the performance of the work described herein, to the extent caused by a negligent act or negligent failure to act, errors, omissions, recklessness or willful misconduct incident to the performance of this AGREEMENT on the part of CONSULTANT, except such loss or damage which was caused by the sole negligence, or

willful misconduct of the CITY, as determined by a Court of competent jurisdiction. The provisions of this section shall survive termination or suspension of this AGREEMENT.

9. Insurance. Consultant shall procure the following required insurance coverages at its sole cost and expense and shall maintain in full force and effect for the period covered by this Agreement such insurance against claims for injuries to persons or damages to property which may arise from or in connection with negligent acts, errors or omissions in performance of work hereunder by the Consultant, its agents, representatives, employees or subcontractors.

Minimum Scope

Coverage shall be at least as broad as the following:

Errors and Omissions Insurance. Not less than \$1,000,000 per claim and \$1,000,000 in the aggregate during the performance of this Agreement. The consultant agrees to purchase and maintain errors and omissions coverage providing coverage for a minimum of two years after completion of this Agreement.

General Liability Insurance. Insurance Service Office form number GL0002 (Ed. 1/73) or its equivalent, covering Commercial Liability and Insurance Services Office form GL 0404 or its equivalent, covering Broad Form Commercial General Liability coverage ("occurrence" form CG 0001) not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the project or the general aggregate limit shall be twice the occurrence limit.

Automobile Liability Insurance. Insurance Service Office form number CA0001 (Ed 1/78), or its equivalent covering Automobile Liability, code 1 "any auto" and endorsement CA 0025, or its equivalent, not less than \$1,000,000 combined single limit per accident for bodily injury and property damage.

Worker's Compensation and Employer's Liability Insurance. Worker's Compensation Insurance limits as required by Labor Code of the State of California; Employers' Liability Insurance limits of \$1,000,000.

Deductibles and Self Insured Retentions

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

Other Insurance Provisions

a. General Liability and Automobile Liability Coverages.

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

2. The Consultant's insurance coverage shall be primary insurance as respects the City, its officers, officials and employees. **Vendor's liability policies shall be primary and shall not seek contribution from the City's coverage.**
3. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the City, City Council members, employees, volunteers, agents, and city officials.
4. The Consultant's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- b. Worker's Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, City Council members, employees, volunteers, agents, and city officials for losses arising from work performed by the Consultant for the City.
- c. All Coverages. Coverage shall not be suspended, voided, canceled by either Party, or reduced in coverage or in limits except after thirty (30) days' prior written notice has been given to the City.

Acceptability of Insurers

- a. Insurance is to be placed with insurers with a Best's rating of no less than A:VII. However, the minimum Best's rating required of the professional liability insurer is A:V.
- b. Any changes in insurance required herein must be approved in writing by the City Attorney's Office.
- c. The Consultant shall provide certificates of said insurance within fifteen (15) calendar days of the effective date of this Agreement.

11. Termination of Agreement. This Agreement may be terminated by mutual agreement or it may be terminated by the City upon giving thirty (30) days' advanced written notice of intent to terminate the contract. In the event of such termination, Consultant shall be paid for work completed to the date of termination, and any such work completed shall become property of the City.

12. Compliance with Federal, State and Local Laws. Consultant shall be responsible for and shall comply with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, Kings County, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed pursuant to this Agreement. Consultant represents that it currently has and will maintain in effect all proper licensing and permits necessary to providing the described services. Where the services provided pursuant to the Agreement are funded by a federal program, including but not limited to, Community Block Grant funds, Consultant's performance will be in:

- a. Compliance with Executive Order 11246 of September 24, 1965, entitled "Equal Employment Opportunity" as amended by Executive Order 11375 of October 13, 1967 and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by grantees and their contractors or sub-grantees.)
- b. Compliance with the Copeland "Anti-Kickback" Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR part 3). (All contracts and sub-grants or construction or repair).

- c. Compliance with the Davis-Bacon Act (40 U.S.C. 276a to 276a-7) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 awarded by grantees and sub-grantees required by Federal grant program legislation.)
- d. Compliance with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327-330) as supplemented by Department of Labor regulations (29 CFR part 5). (Construction contracts in excess of \$2000 and in excess of \$2500 for other contracts which involve the employment of mechanics or laborers.)
- e. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to reporting.
- f. Compliance with the provisions of any notice of awarding agency requirements and regulations pertaining to patent rights with respect to any discovery or invention which arises or is developed in the course of or under such contract.
- g. Compliance with any awarding agency requirements and regulations pertaining to copyrights and rights in data.
- h. Compliance with access requirements imposed by the grantee, the sub-grantee, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers and records of the contractor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts and transcriptions.
- i. Compliance with applicable requirements for the retention of all required records for three (3) years after grantees or sub-grantees make final payments and all other pending matters are closed.
- j. Compliance with all applicable standards, orders, or requirements issued under section 306 of the Clear Air Act (42 U.S.C. 1857 (h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (Contracts, subcontracts and sub grants of amounts in excess of \$100,000.)
- k. Compliance with mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L 94-163, 89 Stat. 871.) [53 FR 8068, 8067, Mar 11, 1988 as amended at 60 FR 19639, 19642, Apr. 19 1995]
- l. Compliance with debarment and suspension requirements under Executive Orders 12549 and 12689 for award of contracts in excess of \$25,000.
- m. Compliance with the Byrd Anti Lobbying Amendment (31 U.S.C. 1352) for contracts of \$100,000 or more.
- n. Compliance with applicable requirements pursuant to section 6002 Solid Waste Disposal Act (42 U.S.C 6962), as amended by the Resource Conservation and Recovery Act.

13. City of Lemoore Business License. Consultant and each of its subcontractors will obtain and maintain a valid business license from the City of Lemoore during the term of this Agreement.

14. Attorney's Fees. If either Party institutes an action or proceeding for a declaration of rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or if either Party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting or prevailing party shall

be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

15. Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the Parties, venue in state trial courts shall lie exclusively in Kings County.

16. Amendment or Modification. This Agreement may be amended or modified only by written agreement of the Parties hereto. The Parties agree to meet and confer in good faith if amendments or modifications are proposed.

17. Savings Clause and Entirety. If any material provision of this Agreement shall for any reason be held invalid or unenforceable, the invalidity or unenforceability shall not affect any of the remaining provisions of this Agreement.

18. Records of Consultant. Records of Consultant's direct personnel and reimbursable expenses pertaining to services under this Agreement shall be kept on a generally recognized accounting basis, and shall be available for inspection by City or its designees at reasonable times.

19. Assignment. Consultant shall not assign this Agreement, or any part thereof, or any monies due hereunder, without the prior written consent of City.

20. No Third-Party Beneficiary Rights. The Parties agree that no provision of this Agreement shall in any way inure to the benefit of any third-person or entity, including applicants for City development permits, so as to constitute any such person or entity as a third-person beneficiary of this Agreement or of any of its terms or otherwise give rise to any cause of action in any person or entity not a party to this Agreement.

21. Waiver. Waiver by either Party of any term of this Agreement shall not constitute a waiver of any other term. Waiver of any breach of this Agreement shall not constitute a waiver of any other or subsequent breach. Acceptance by City of any work or services by Consultant shall not constitute a waiver of any provisions of this Agreement.

22. Non-discrimination. In connection with the performance of Consultant pursuant to this Agreement, Consultant will not willfully discriminate against any employee or applicant for employment because of race, color, religion, sex, ancestry, national origin, or any other protected characteristic under federal state, or local law. Consultant will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, ancestry, national origin, or any other protected characteristic under federal state, or local law. Such action shall include, but not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The City is an equal opportunity employer and requires that all consultants comply with policies and regulations concerning equal employment opportunity. The designated City Planner and other personnel of Consultant working on City projects will be required to comply with City policies and practices. Prior to the commencement of work, the designated City Planner must show evidence of having completed the two hour AB 1234 Ethics in Public Service training as well as the state-mandated two hour supervisory Prevention of Sexual Harassment training. The designated City Planner will be required to complete subsequent ethics and sexual harassment training in the same manner as City's Department heads are required to complete such training.

23. Notices. The City department responsible for administering this Agreement is the Community Development Department and all written communications hereunder with the City shall be addressed to the City Manager. All notices, statements, reports, approvals, or requests or other communications, that are required either expressly, or by implication, to be given by either Party to the other under this Agreement shall be in writing and signed for each Party by such officers as each may, from time to time, authorize in writing to so act. All such notices shall be deemed to have been received on the date of delivery if delivered personally or three (3) days after mailing if enclosed in a properly addressed and stamped envelope and deposited in the U.S. Post Office for delivery. Unless, and until formally notified otherwise, all notices shall be addressed to the Parties at their address shown below:

CITY:
CITY OF LEMOORE
MARISSA TREJO, CITY MANAGER
711 W CINNAMON DR.
LEMOORE, CA 93245
ATTN: CITY CLERK

CONSULTANT:
XXXXX
XXXXX
XXXXXX
XXXXX
ATTN: XXXXXXXXXXXX

24. Agent of City. In performing the services required under this Agreement, Consultant is acting as an agent, but not an employee, of City, subject to the general supervision and control of its governing body and City Manager or designee. As such, Consultant shall be entitled to the same immunities and protections as any other City employee exercising discretion under all applicable statutes, regulations, and judicial and administrative precedent, subject to City's rights of action against Consultant for any professional errors or omissions of Consultant. Consultant shall have no right to any or all employment rights and benefits available to City employees. Consultant shall be solely liable and responsible for providing to or on behalf of its employees, all legally-required employee benefits. In addition, Consultant shall be solely responsible and save City harmless from all matters relating to payment of the Consultant's employees, including compliance with Social Security, withholding, and all other regulations governing such matters. It is acknowledged that during the term of this Agreement Consultant may be providing services to others unrelated to City or to this Agreement.

25. Continuity of Personnel. Consultant shall make every reasonable effort to maintain the stability and continuity of Consultant's staff assigned to perform the services required under this Agreement. Consultant shall notify City of any changes in Consultant's staff assigned to perform the services required under this Agreement, prior to any such performance.

26. Conflicts of Interest. Consultant covenants that neither the designated City Planner, nor any officer or principal of Consultant, has or shall acquire any interest, directly or indirectly, which would conflict in any manner with the interests of the City or which in any way would hinder Consultant's performance of services under this Agreement. Consultant further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor without the express written consent of the City Manager. At all times, Consultant shall avoid conflicts of interest, or the appearance of any conflicts of interest, with the interests of City in the performance of this Agreement. The designated City Planner is a "designated employee" under City's Conflict-of-Interest Code and so shall file all required statements of economic interest.

27. New and Entire Agreement. Upon the effective date of this Agreement, all other agreements between the Parties for the provisions of the services described herein are superseded. This Agreement represents the full and entire agreement between the Parties hereto with respect to the matters covered herein.

28. Signature in Counterparts. This Agreement may be signed in any number of counterparts, including facsimile copies which shall be treated as originals, all of which, taken together shall constitute the same instrument.

29. Guarantee of Authority. The persons signing this Agreement guarantee they are legally authorized to sign the Agreement on behalf of the designated Party and that such execution binds the designated Party to the terms of this Agreement.

CITY OF LEMOORE

xxxxxx

By _____
Marissa Trejo, City Manager

By _____
xxxxxxxxxxxx

By _____

Approved as to form:

Christina Smith, City Attorney

DRAFT

AGREEMENT FOR ON-CALL CONSULTANT
EXHIBIT B – SCOPE OF WORK

The City desires to retain On-Call Consultant(s) to perform planning services on an “on-call” or “as needed” basis for various projects assigned by the City. The on-call Consultant should specialize in one or more of and or have knowledge and experience of comprehensive and environmental planning, processing land development projects and subdivisions, landscape architecture (MWELo requirements), housing laws, biology and environmental services, and surveying/GIS as listed below and possess the ability to respond quickly to City needs.

Consultant must have the ability to respond quickly to City needs, understanding of City facilities and operations, federal, state and local land use and housing laws, CEQA and NEPA requirements, General Plan and Zoning Ordinance processes, land division, and web based GIS systems, with the ability to provide in-house or capacity to sub-consult for other planning services, engineering, geotechnical, landscape design, and federal and state funding services as needed.

PURPOSE OF WORK

In general, The On-Call Consultant(s) shall perform planning services for various projects assigned by the city on an “on-call” or “as needed” basis. The scope of work may include but not be limited to the following:

On-Call Consultants

1. Comprehensive and Environmental Planning
 - Master Planning/Municipal Services Review
 - Comprehensive and Specific Plans
 - General Plan/Updates and Annual Reports
 - CEQA and NEPA Compliance
 - Zoning Code/ Updates and Ordinances
 - Air Quality/GHG/ISR
 - VMT Analysis
2. Processing Land Development Projects and Subdivisions
 - Tentative Map and Land Division Compliance
 - Site Plan Review Compliance (on-site/off-site improvements)
 - Annexation
 - CEQA/Environmental Assessments and Technical Studies
3. Housing
 - Housing Laws/Studies
 - Housing Elements
 - Affordable Housing Projects
 - NOFA
 - Grant Applications and Services
4. Landscape Architecture
 - MWELo Compliance/Review
 - City and Regional Master Plans
 - Open Space/Recreation Area/Park Plans and Design
 - Pedestrian Circulation Master Plans and Design
 - Color Graphic renderings

5. Biology & Environmental Services
 - Plant and Wildlife Species Surveys
 - Ecosystem Evaluations
 - Wetland Delineations
 - Local, State and Federal Agency Permitting
 - Habitat Conservation Plans
 - Revegetation Planning and Monitoring
 - Cultural Studies and Assessment

6. Surveying/GIS
 - Topographic, ALTA, Boundary and Cadastral Surveys
 - Right-of-way Acquisitions
 - Parcels Maps
 - Data Integration Services
 - Road and Sign Attribute Inventories
 - GIS Strategies and Implementation Plans
 - Aerial Photography Coordination
 - Web-based GIS Systems

The above lists are not intended to be exclusive; other services will likely be sought as the need arises.

LOCATION OF WORK

As mutually determined by the City and the Selected Firm(s), the City may provide work-space for representatives of the Selected Firm(s), may require that the Consultant provide work space for representatives of the Selected Firm(s) at the Project site or may allow representative of the Selected Firm(s) to work from another location such as the Selected Firm's office. All work performed on the City's premises shall be completed during the City's standard business hours of operations to include City recognized holidays and/or work furloughs if applicable, or at times mutually agreed upon between the City and the Selected Consultant(s).

GENERAL PERSONNEL REQUIREMENTS

The Consultant's personnel shall be capable, competent, and experienced in performing the types of work in this Contract with minimal instruction. Personnel skill level should match the specific job classifications, as set forth herein or in the Consultant's cost proposal, and task complexity. The Consultant's personnel shall be knowledgeable about, and comply with, all applicable Federal, State, and Local laws and regulations.

The Consultant is required to submit a written request and obtain the City Contract Administrator's prior written approval for any substitutions, additions, alterations, or modifications to the Consultant's originally proposed personnel and project organization, as depicted on the proposed Consultant's Organization Chart or the Consultant's cost proposal. The substitute personnel shall have the same job classification, as set forth herein or in the Consultant's cost proposal, not exceed the billing rate, and meet or exceed the qualifications and experience level of the previously assigned personnel, at no additional cost to the City. The substitute personnel shall have significant experience in the work involving a similar facility for at a minimum two (2) previous projects, unless otherwise approved by the City Contract Administrator.

End