

**LEMOORE**  
CALIFORNIA

**LEMOORE CITY COUNCIL  
COUNCIL CHAMBER  
429 C STREET  
January 6, 2026  
5:30 P.M.**

**MEETING AGENDA**

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

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

**1 – CEREMONIAL / PRESENTATION**

- 1-1 Recognition of LVFD for their 100<sup>th</sup> Tree Donation (Matthews)

**2 – STUDY SESSION**

- 2-1 Transient Occupancy Tax Review (Valdez)  
2-2 Traffic Light Schedule (Hugie)  
2-3 City Planner Presentation of the Annexation Process (Brandt)

**PUBLIC COMMENT**

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

**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/ Special Meeting – December 16, 2025  
4-2 Approval – Commercial Lease Agreement Between the City of Lemoore and Shayla Farfan DBA Shi-Lites Athletics  
4-3 Approval – Second Reading – Ordinance 2025-03 – Amending Chapter 7 of Title 3 of the Lemoore Municipal Code pertaining to Peddlers, Solicitors, and Transient Merchant  
4-4 Approval – Adoption of the 2025 California Fire Code Effective January 1, 2026  
4-5 Approval – Budget Amendment – New Bellehaven Striping  
4-6 Approval - Award the Comprehensive Fee Study to IGService  
4-7 Information Only – Summary of Grant Activity and Outcomes

## **5 – PUBLIC HEARINGS**

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

- 5-1 Public Hearing – First reading – Ordinance 2026-01 – Amending Title 4 of the Municipal Code to Establish an Event Based Entertainment Zone and Resolution 2026-01 Establishing the Boundaries and Activation Protocols for the "Lemoore Downtown Entertainment Zone" (Benavides)
- 5-2 Public Hearing – First reading – Ordinance 2026-02 – Adopting Planned Unit Development No. 2025-01 Located at 109 Hamlet Street in the City of Lemoore and Resolution 2026-02 Approving Tentative Parcel Map No. 2025-03 to Divide an Existing 0.44-Acre Parcel Into Four Parcels Located at 109 Hamlet Street in the City of Lemoore (Apn 020-184-020) (Brandt)

## **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 (Significant Exposure to Litigation)  
Number of Cases: 1
2. Government Code Section 54957.6  
Conference with Labor Negotiator  
Agency Designated Representatives: Christina D. Smith, City Attorney and Marissa Trejo, City Manager Employee Organizations: Unrepresented and General Association of Service Employees (G.A.S.E), Lemoore Police Officers Association (LPOA), Lemoore Police Sergeants Association (LPSU), Lemoore Police Department Professional Services Bargaining Unit (LPPSBU)

## **ADJOURNMENT**

### **Upcoming Council Meetings**

- City Council Regular Meeting, Tuesday, January 20, 2026
- City Council Regular Meeting, Tuesday, February 3, 2026

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, Lysaundra Aquino, Deputy 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 January 6, 2026 at Council Chamber, 429 C Street and City Hall, 711 W. Cinnamon Drive, Lemoore, CA on December 30, 2025.

//s//

Lysaundra Aquino, Deputy City Clerk



## CITY COUNCIL REGULAR MEETING

### JANUARY 6, 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/85007566693?pwd=JyTQZUhuay5HN8IAXSJ6a7tYehlWiw.1>
- Meeting ID: 850 0756 6693
- Passcode: 878634
- 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.\***



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## Staff Report

**Item No: 2-1**

**To:** Lemoore City Council  
**From:** Josalynn Valdez, Finance Director  
**Date:** December 29, 2025      **Meeting Date:** January 6, 2026  
**Subject:** Transient Occupancy Tax Review

**Strategic Initiative:**

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

**Proposed Motion:**

Consideration of Increasing Transient Occupancy Tax (TOT) Rate.

**Subject/Discussion:**

The purpose of this report is to provide the City Council with background information and comparative data on Transient Occupancy Tax (TOT) rates in the region to support consideration of a potential increase to the City's current TOT rate of **8%**.

**Background**

The Transient Occupancy Tax (TOT), sometimes referred to as a "hotel tax" or "bed tax," is levied on the rent charged to guests for stays of thirty (30) consecutive days or less in hotels, motels, inns, and other short-term lodging accommodations. TOT revenues are typically used to support general municipal services such as public safety, infrastructure, tourism promotion, and general government operations.

Under current policy, Lemoore's TOT rate is **8%**. Any proposed change to increase the TOT rate would require compliance with applicable California laws and potentially voter approval if classified as a general tax under the California Constitution (Prop 218).

**Current Issues & Rationale for Consideration of a Rate Increase**  
**Revenue Stability and Growth**

- TOT can be a stable revenue source tied to visitor activity rather than local residents.
- With tourism and short-term rental markets evolving in the region, current revenues may not keep pace with rising costs of city services.

## Comparable Regional Rates

A review of surrounding cities within approximately a 50-mile radius shows that Lemoore's current rate is generally **lower** than many neighboring jurisdictions. This could present a competitive disadvantage both in revenue generation and in aligning with regional policy norms.

## Regional Comparison of TOT Rates

Below are known current rates for cities and areas in the broader Central Valley region (approx. 50-mile radius relevant to Lemoore), based on local municipal sources and tax ordinance information:

Jurisdiction	Current Rate	TOT Notes / Source
Lemoore	8%	Current rate under consideration for increase
Hanford	8% (proposed increase to 12%)	Measure discussed for 2025 ballot (not yet implemented) <a href="#">City of Hanford</a>
Visalia	10%	Municipal TOT rate <a href="#">Visalia City</a>
Tulare	10%	County TOT ordinance for Tulare area <a href="#">Tulare County+1</a>
Porterville	12%*	Cited in regional comparison (source often used in Hanford staff reports) <a href="#">City of Hanford</a>
Fresno	12%*	Cited in regional comparison (common municipal rate) <a href="#">City of Hanford</a>
Selma	12%	Current TOT rate per city finance information <a href="#">City of Selma</a>
Kingsburg	12%*	Cited in regional comparison as similar municipal rate <a href="#">City of Hanford</a>
Avenal / Corcoran	No specific local TOT reported	Not all cities list a city TOT; county TOT may apply if lodging present (no confirmed city rate available)
Unincorporated Kings County	Varies	County collects TOT in unincorporated areas (rate typically similar to city benchmarks depending on lodging type)

\* Indicated rates for Porterville, Fresno, and Kingsburg originate from regional comparison data often referenced by neighboring city staff (e.g., Hanford) and represent reported current rates. [City of Hanford](#)

## Summary:

The regional average TOT rate among peer cities is **approximately 10–12%**, which is **above Lemoore's current 8%**. Increasing the TOT rate could align Lemoore with regional practices and provide additional funding for city priorities.

## Financial Consideration(s):

Increasing the TOT rate, depending on the new rate adopted (e.g., to 10% or 12%), could generate additional revenue for the General Fund. Projected incremental revenue would depend on occupancy rates, number of lodging units, and local tourism levels. A detailed fiscal analysis can be completed once a proposed rate is identified.

**Alternatives or Pros/Cons:**

N/A

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends the City Council consider the following steps:

1. **Direct staff to prepare a TOT rate impact analysis**, including projected revenue at various rate levels (e.g., 9%, 10%, 12%).
2. **Authorize community engagement and stakeholder consultations** with local lodging operators and tourism partners.
3. **Consult with legal counsel on the election requirement and ballot language** if a rate increase is pursued.
4. **Return to Council with a formal proposal and recommendation** for potential placement on the ballot.

**Attachments:**

- Resolution:  
 Ordinance:  
 Map  
 Contract  
 Other

**Review:**

- City Attorney      12/30/2025  
 City Clerk      12/29/2025  
 City Manager      12/29/2025  
 Finance      12/29/2025

**Date:**



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## Staff Report

**Item No: 2-2**

**To:** Lemoore City Council  
**From:** Jamar Hugie, Management Analyst  
**Date:** December 23, 2025      **Meeting Date:** January 6, 2026  
**Subject:** Traffic Light Schedule Presentation

**Strategic Initiative:**

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

**Proposed Motion:**

Informational Only

**Subject/Discussion:**

Discuss and outline timelines for three traffic signal projects at Bush & 19 ½ Avenue, Hanford-Armona & Liberty, and Cinnamon and 19<sup>th</sup> Avenue

**Financial Consideration(s):**

N/A

**Alternatives or Pros/Cons:**

N/A

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Informational Only

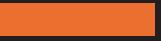
Attachments:

Review:

Date:

Resolution:  
 Ordinance:  
 Map  
 Contract  
 Other

City Attorney 12/30/2025  
 City Clerk 12/29/2025  
 City Manager 12/29/2025  
 Finance



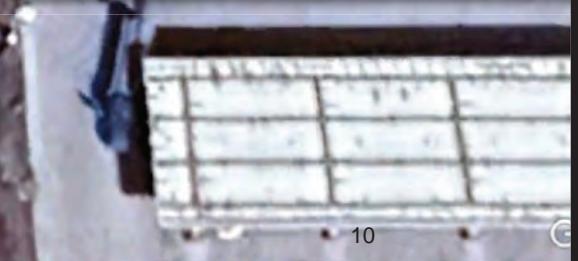
# Traffic Light Installation Project

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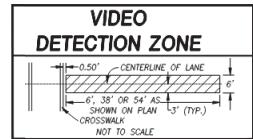
# Bush & 19 1/2 Avenue

## Existing 4-Way Stop Controlled



## TRAFFIC SIGNAL NOTES

1. ALL WORK SHALL CONFORM TO THE CURRENT EDITION OF THE STATE OF CALIFORNIA DEPARTMENT OF TRANSPORTATION STANDARD PLANS AND SPECIFICATIONS, THE 2014 EDITION OF THE CALIFORNIA MANUAL ON UNIFORM TRAFFIC CONTROLS, DEVICES (A4 MUTCD), AND THE LATEST EDITION OF THE CITY OF LOS ANGELES STANDARDS FOR TRAFFIC SIGNALS. THE CONTRACTOR SHALL FURNISH THE INFORMATION SHOWN ON THESE PLANS WITH THE REFERENCED DOCUMENTS AND NOTIFY THE CITY OF LOS ANGELES OF ANY DISCREPANCIES 48-HOURS PRIOR TO COMMENCING WORK.
  2. THE CONTRACTOR SHALL OBTAIN APPROVAL FOR THE EXACT POSITION OF SIGNAL STANDARDS PROVIDED IN THE CONTRACT DOCUMENTS. SHOT PATTERN AND SIGNAL FOUNDATION PADS TO LOCATE POSSIBLE CONFLICTS UTILIZED. THE SIGNAL STANDARDS FOUNDATION PADS MAY BE DUG BY HAND TO AVOID DAMAGING SURROUNDING UTILITIES. SIGNALS SHALL BE LOCATED TO PROVIDE A 4 MINIMUM CLEAR PEDESTRIAN PASSAGE ON SIDEWALK.
  3. ALL VEHICLE AND PEDESTRIAN SIGNALS, SECTIONS SHALL UTILIZE LIGHT EMITTING DIODE (LED) TECHNOLOGY. VEHICLE SIGNAL SECTION SHALL HAVE 12" DIAMETER LENSES. ACCESSIBLE PEDESTRIAN SIGNALS, INCLUDING PEDESTRIAN PUSH BUTTONS, SHALL BE USED. PEDESTRIAN SIGNAL HEADS SHALL BE COUNTDOWN TYPE.
  4. EMERGENCY VEHICLE DETECTORS SHALL BE INSTALLED PER EMERGENCY VEHICLE DETECTOR MOUNTING STANDARDS ON STATE STANDARD PLANS ES-4E.
  5. ALL 12- AND 3- CONDUCTOR CABLES SHALL BE CONTINUOUS WITHOUT SPICES FROM THE CONTROLLER CABINET TO THE TERMINAL BLOCK AT THE SIGNAL STANDARD.
  6. EXISTING UNDERGROUNDS UTILITIES AND IMPROVEMENTS ARE SHOWN IN THEIR APPROPRIATE LOCATIONS ON THE CONTRACT DOCUMENTS. THE CONTRACTOR IS RESPONSIBLE FOR THE PREPARATION OF THESE PLANS. LOCATIONS MAY NOT HAVE BEEN SHOWN IN THE FIELD AND NO GUARANTEE IS MADE AS TO THE ACCURACY OR COMPLETENESS OF THE INFORMATION SHOWN.
  7. THE CONTRACTOR SHALL NOTIFY UTILITY COMPANIES AT LEAST 3 WORKING DAYS IN ADVANCE OF CONSTRUCTION TO FLOOR LOCATE UTILITIES. CALL "UNDERGROUND SERVICE ALERT" (USA) AT 1-800-227-2600 OR 811. IT SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR TO DETERMINE THE EXACT LOCATION OF UTILITIES AND TO LOCATE THEM ON THE CONTRACT DOCUMENTS OR INDICATED IN THE FIELD BY LOCATION OF SERVICES. ANY ADDITIONAL COSTS INCURRED AS A RESULT OF THE CONTRACTOR FAILING TO LOCATE UTILITIES PRIOR TO BEGINNING CONSTRUCTION IN THIS PROJECT SHALL BE BURDEN OF THE CONTRACTOR AND NOT BE INCLUDED ASSESSMENT IN THE CONTRACT UNIT PRICE.
  8. THE LIMITS OF WORK ARE ENCOMPASSED BY THE RIGHT OF WAY AND SHALL INCLUDE ONLY SUCH WORK AS SHOWN ON THIS PLAN.
  9. ALL FULL BOXES WITH 4 OR MORE ENTERING CONDUITS SHALL BE NO. 6 WITH EXTENSION. ALL OTHERS SHALL BE NO. 6E WITH EXTENSION, UNLESS OTHERWISE NOTED.
  10. THE CONTRACTOR SHALL INSTALL ACCESSIBLE PEDESTRIAN SYSTEM (APS) PEDESTRIAN PUSH BUTTONS.
  11. THE MAXIMUM SPACING BETWEEN FULL BOXES IS 400'.

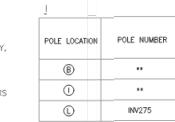
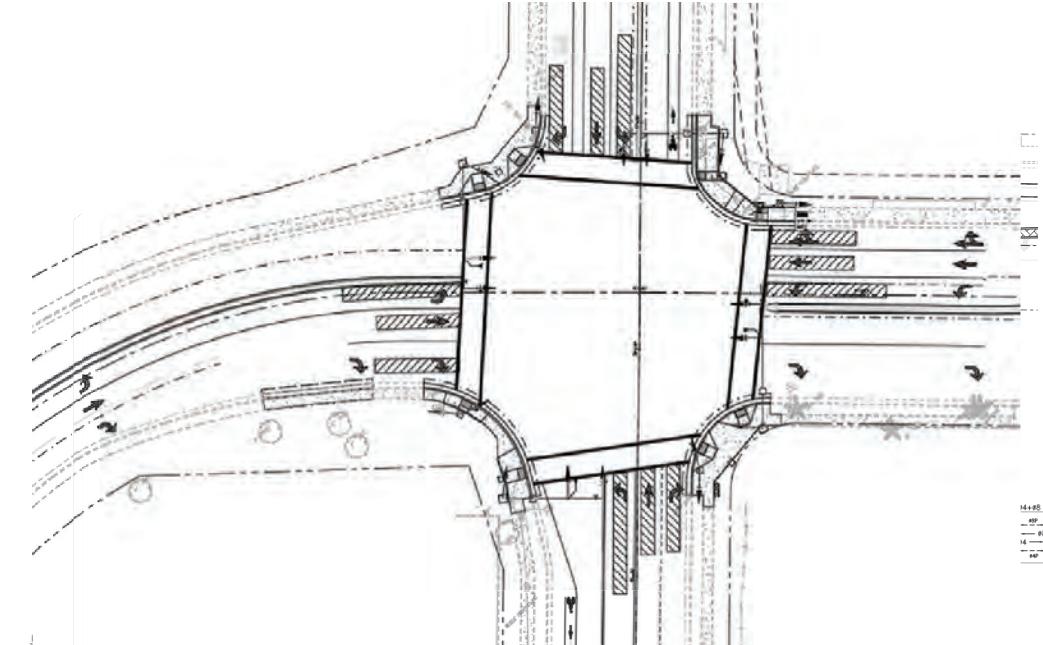
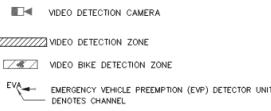


# Traffic Signal

## ELECTRICAL LOAD

TRAFFIC SIGNAL: 1 KILOWATT  
STREET LIGHTS: FOUR (4) STREET LIGHTS AT 100 WATTS EACH

LEGEND



CONSTRUCTION NOTES (THIS SHEET ONLY)

- REMOVE AND SALVAGE EXISTING STREET LIGHT, FOUNDATION AND APPURTENANCES, MAINTAIN LIGHTING CIRCUIT, RELOCATE POLE NUMBER TO ADJACENT NEAR POLE, COORDINATE WITH CITY FOR THE STREET LIGHT REMOVAL.

FURNISH AND INSTALL A NEW MODEL 2070A CONTROLLER ASSEMBLY WITH A 16 MODULE IN A NEW MODEL 335 CABINET. THE 2070A CONTROLLER SHALL BE EQUIPPED WITH A C SOFTWARE BY ADVANCED TECHNOLOGY, LLC. INTERSECTION CONTROL SOFTWARE. CONSTRUCT FOUNDATION PER STATE STANDARD PLAN ES-32. FRONT OF CONTROLLER CABINET SHALL FACE SOUTH.

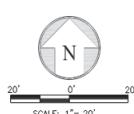
FURNISH AND INSTALL A TYPE III-E OF SERVICE EQUIPMENT ENCLOSURE PER STATE STANDARD PLAN ES-2F. FRONT DOOR OF ENCLOSURE AND METER SHELF SHALL FACE WEST. FURNISH AND INSTALL TWO METERS WITH THE FOLLOWING CIRCUIT BREAKERS:

METER NO.	CIRCUIT BREAKER	METER NO.	CIRCUIT BREAKER
1A 1P, MAIN	100 A, 1P	1A 1P, MAIN	100 A, 1P
50 A, 1P SIGNALS	30 A, 2P	30 A, 2P	30 A, 2P
30 A, 1P SPARE	30 A, 1P SPARE	30 A, 1P SPARE	30 A, 1P SPARE

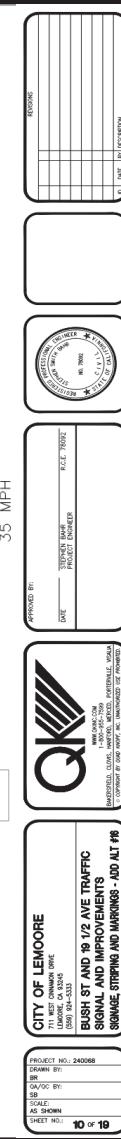
FURNISH AND INSTALL A NOTRATIC VIDEO DETECTION CAMERA ON MAST ARM PER MANUFACTURERS RECOMMENDATION. COORDINATE ZONES AND DETECTION OUTPUTS WITH CITY ENGINEER.

FURNISH AND INSTALL A NOTRATIC VIDEO DETECTION CAMERA ON THE SIGNAL SHED PER MANUFACTURERS RECOMMENDATION. COORDINATE ZONES AND DETECTION OUTPUTS WITH CITY ENGINEER.

THIS SHEET IS ACCURATE FOR ELECTRICAL WORK ONLY



Know what's below.  
Call before you dig.

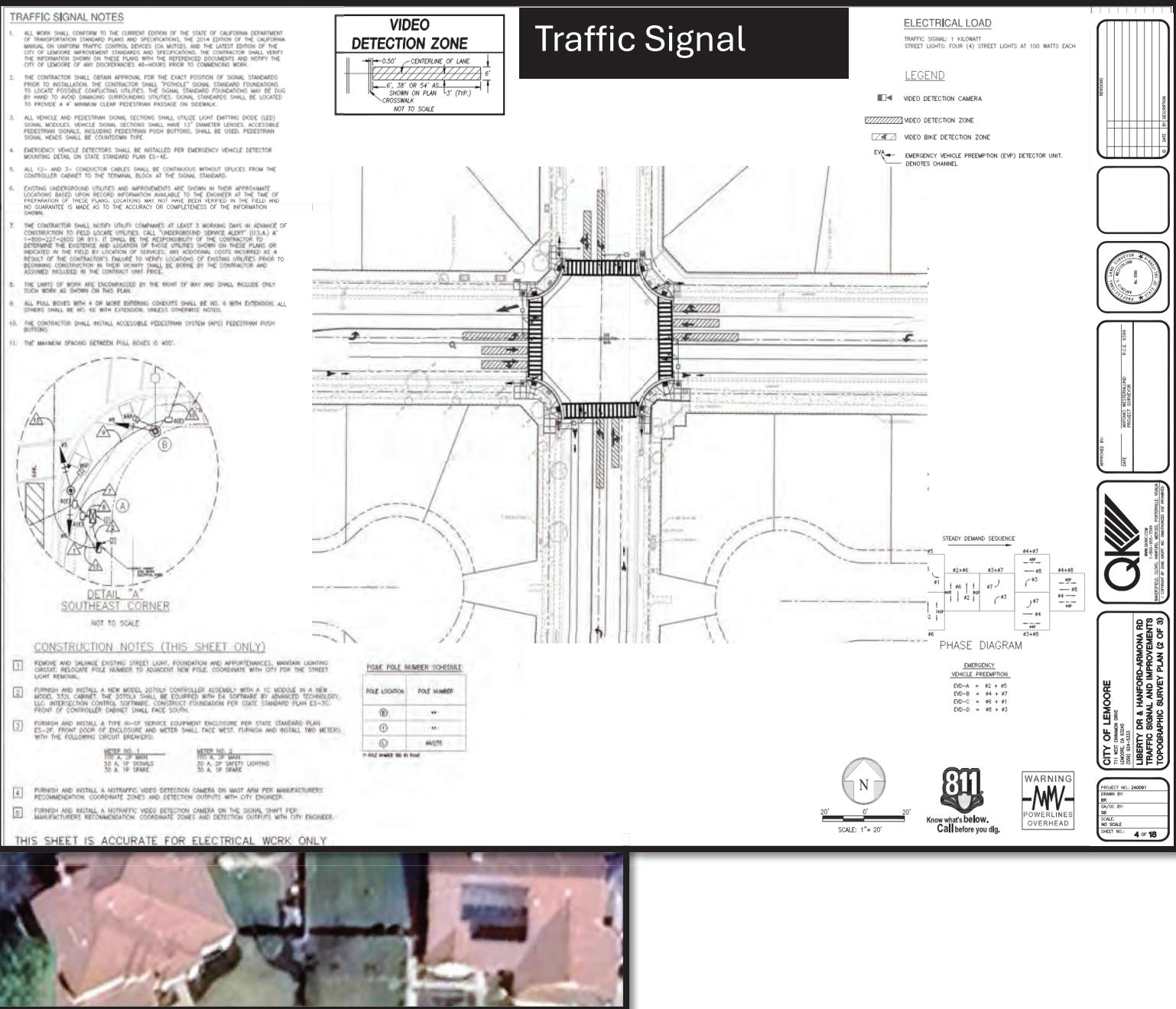
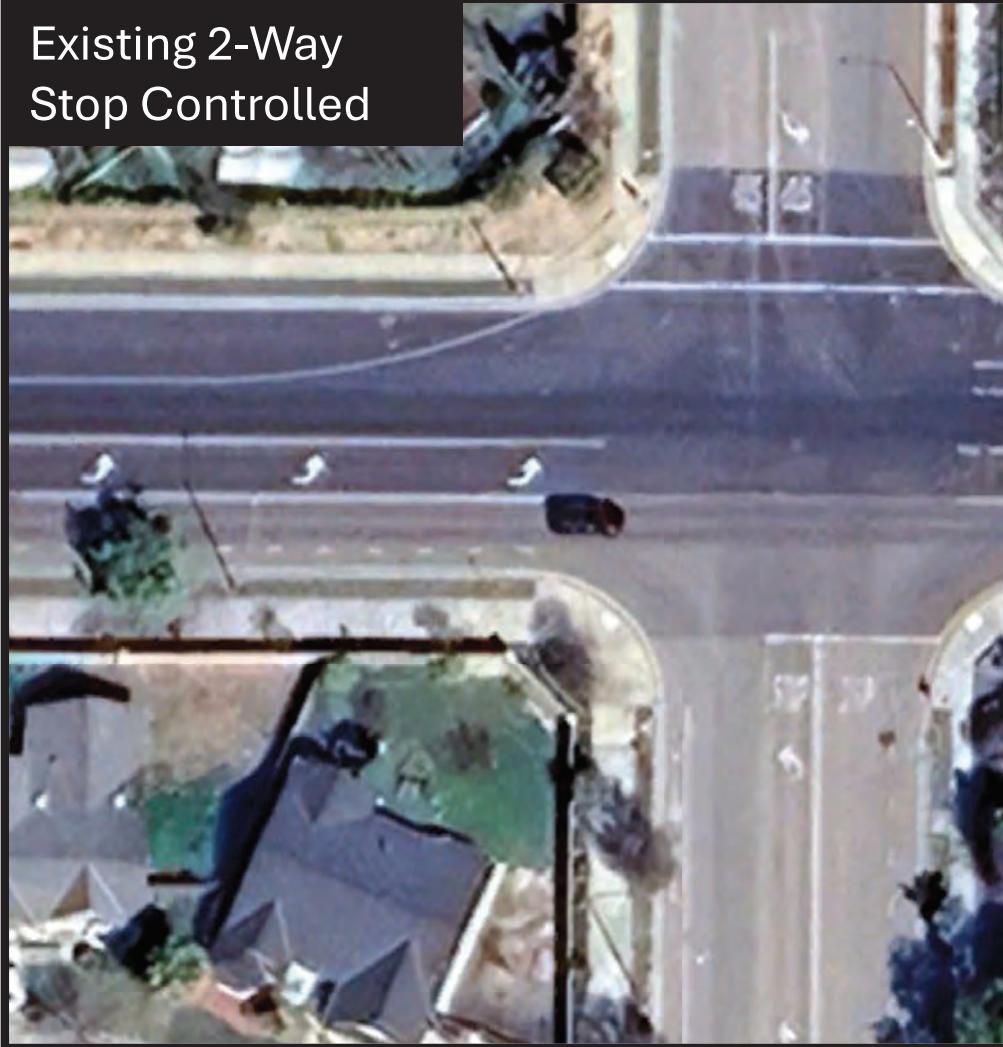


CITY OF	
711 WEST CHINA LIMON, CA 93450 (805) 242-4333	
BUSH ST SIGNAGE, S	
PROJECT NO.: 240068	
DRAWN BY:	
BR	
QV/OC BY:	
SB	
SCALE:	
AS SHOWN	
SHEET NO. 10 OF 19	

CIT	711 W. LIBRARY (559)	BUS SIGN
PROJECT NO.: 240068		
DRAWN BY:		
BR		
QA/QC BY:		
SB		
SCALE: AS SHOWN		

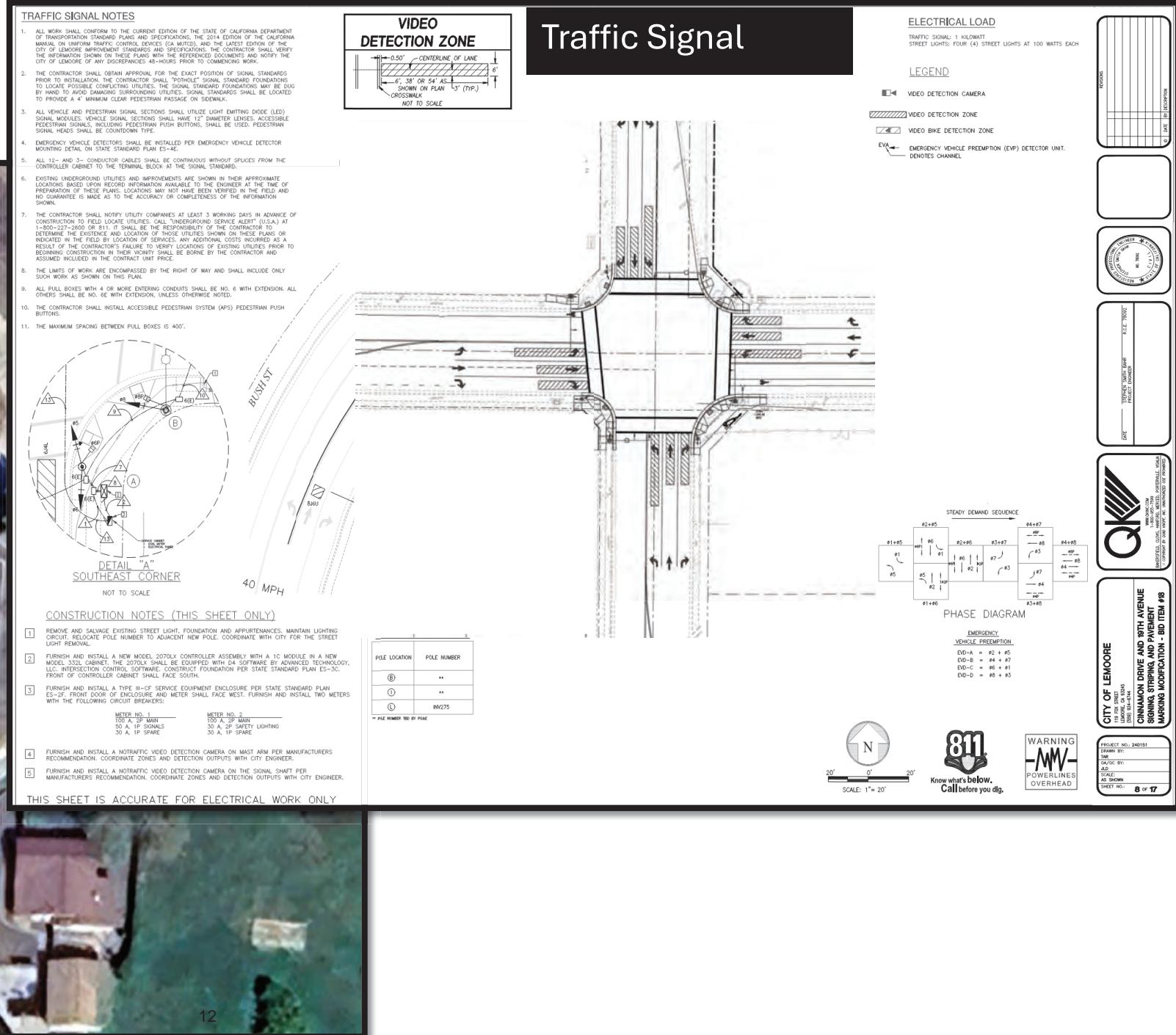
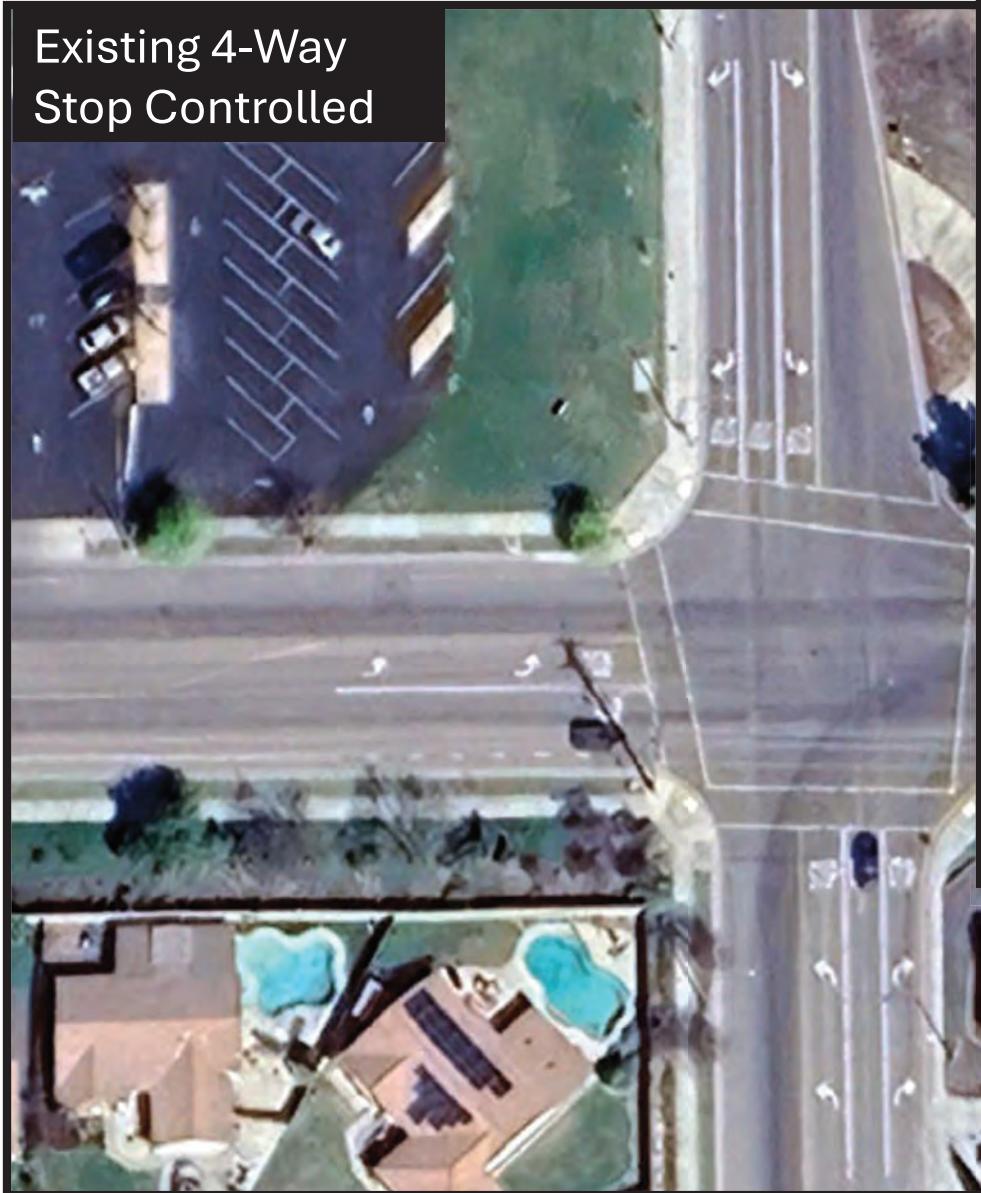
# Hanford-Armona & Liberty

Existing 2-Way  
Stop Controlled



# Cinnamon & 19th Avenue

## Existing 4-Way Stop Controlled



# Project Status

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<b>PHASE DESCRIPTION</b>	<b>BUSH &amp; 19TH 1/2</b>	<b>H-A &amp; LIBERTY</b>	<b>CINNAMON &amp; 19TH</b>
Engineering Design	Completed on 12/30/2026	Underway – Estimated Comp Date 01/02/2026	Underway – Estimated Comp Date 01/20/2026
Utility Coordination	Underway – Estimated comp date 01/26/2026	Completed During Design	Completed During Design
Pre Dev	Bids, Mob, pre con: 01/23/2026- 06/04/2026	Bids, Mob, pre-con: 02/13/2026- 06/04/2026	Bids, Mob, pre-con: 02/11/2026 – 06/04/2026
Construction	Est Start: 06/04/2026 Est Comp: 08/21/2026	Est Start: 06/04/2026 Est Comp: 08/21/2026	Est Start: 06/04/2026 Est Comp: 08/19/2026



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# Staff Report

**Item No: 2-3**

## Strategic Initiative:

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

## Proposed Motion:

~~Proposed Metrics~~  
Information only.

### **Subject/Discussion:**

City Planner Steve Brandt will lead a presentation on the annexation process.

### Financial Consideration(s):

Financial con-

### Alternatives or Pros/Cons:

Alternatives of  
Not applicable.

### Commission/Board Recommendation:

Commissioner:  
Not applicable.

### **Staff Recommendation:**

## Staff Recommendation

### Attachments:

## Review:

Date:

Resolution:  
 Ordinance:  
 Map  
 Contract  
 Other

City Attorney 12/30/2025  
 City Clerk 12/29/2025  
 City Manager 12/29/2025  
 Finance

**December 16, 2025 Minutes**  
**Lemoore City Council Regular/Special Meeting**

**CALL TO ORDER:**

*At 5:32 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, Public Works Inspector Perez, Information Technology Manager Vargas, Community Services Officer Perez; Building Inspector Oliver; Public Works Inspector Perez; Human Resources Assistant Aquino; City Clerk Avalos

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

*Closed session was moved to the beginning of the meeting.*

*Adjourned to Closed Session at 5:35 p.m.*

**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

*At 5:49 p.m., Council adjourned out of Closed Session.*

**1 – CEREMONIAL / PRESENTATION**

1-1 Employee of the Month – Faith Faria – November 2025 (Trejo)

*City Manager Trejo presented Faith Faria with Employee of the Month Award for November 2025.*

**2 – STUDY SESSION**

2-1 ESG Presentation of Infrastructure Projects (Benevides)

*Ashu Jain, Amelia Cottrell, and Jacob Goering with ESG presented the Infrastructure Projects regarding the:*

- Scope Overview
- General Fund Measures
- General Fund Measures – Benefits
- Water Fund Measures
- Water Fund Measures- Benefits
- Sewer Fund Measures
- Sewer Fund Measures- Benefits
- Transforming City of Lemoore into a Smart City
- City of Lemoore Recreation Foundation

- Project Cash Flow Over Life
- Project Benefits
- Project Roadmap

## 2-2 Discussion of Ordinance to Create Entertainment District (Benavides)

*Public Works Director Benavides discussed the possibility of an ordinance to create an entertainment district in the downtown business district. He inquired feedback from council and requested consensus to bring back a proposed ordinance for approval. Consensus was received by City.*

### **PUBLIC COMMENT**

*Alex Walker announced the Holiday Light Fight is being conducted by the Lemoore Chamber of Commerce. He congratulated the City of Lemoore for the Christmas parade. He stated the Sarah Mooney Museum would be celebrating their 50<sup>th</sup> anniversary. He stated the Breakfast with Santa event was incredible and Lemoore Rotary donated hot chocolate to this event.*

*Chuck Riddle inquired about entering an agreement with the City of Lemoore for the softball fields for the months of February through June with USA Softball of Central California.*

*Andy Lima brought attention to the amount of stray cats in his neighborhood stating the number of cats has drastically increased. He asked the Council if there is anything that could be done to resolve the issues.*

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

*City Manager Trejo stated registration for spring indoor soccer has begun. She stated that line dancing is now taking place in the evenings at the Recreation Center. She that the Lennar emergency road access has been cleared. She announced that Miguel's Flaming Grill would be having their grand opening on December 20<sup>th</sup> at 10:00 a.m.*

*Police Chief Kendall commended the Chamber of Commerce for the Christmas Parade. He thanked everyone who participated in shopping for the Reason for the Season event. He stated they were able to help gift presents to 13 families in the community with their Presents on Patrol event. He stated that Reason for the Season would take place December 19<sup>th</sup> at 1:00 p.m. and Presents on Patrol would take place on December 22<sup>nd</sup>.*

### **4 – CONSENT CALENDAR**

- 4-1 Approval – Minutes – Regular Meeting – December 2, 2025
- 4-2 Approval – Police Department Update – November 2025
- 4-3 Approval – Building Division Update – November 2025
- 4-4 Approval – Fire Department Update – August – November 2025
- 4-5 Approval – Finance Department Update – November 2025
- 4-6 Approval – Fiscal Year 2026 – Year-to-Date Expense Summary and Departmental Budget Status
- 4-7 Informational Only – Measure S Sales Tax Reporting Periods of 1<sup>st</sup> Quarter of FY 2025/2026
- 4-8 Approval – Budget Amendment – OvoControl Service for PFMD Zone 9

*Items 4-6, 4-7, 4-8 were pulled for separate consideration.*

*Motion by Council Member Brewster, seconded by Mayor Pro Tem Gornick, to approve the Consent Calendar, except items 4-6, 4-7, 4-8.*

Ayes: Gornick, Brewster, Lyons, Cruz, Mathews

- 4-6 Approval – Fiscal Year 2026 – Year-to-Date Expense Summary and Departmental Budget Status

*Motion by Council Member Brewster, seconded by Council Member Lyons, to approve the Fiscal Year 2026 – Year-to-Date Expense Summary and Departmental Budget Status*

Ayes: Brewster, Lyons, Cruz, Gornick, Mathews

- 4-7 Informational Only – Measure S Sales Tax Reporting Periods of 1<sup>st</sup> Quarter of FY 2025/2026

*Motion by Mayor Pro Tem Gornick, seconded by Council Member Brewster, to accept the Measure S Sales Tax Reporting Periods of 1<sup>st</sup> Quarter of FY 2025/2026*

Ayes: Gornick, Brewster, Lyons, Cruz, Mathews

- 4-8 Approval – Budget Amendment – OvoControl Service for PFMD Zone 9

*Motion by Council Member Brewster, seconded by Council Member Lyons, to approve the Budget Amendment – OvoControl Service for PFMD Zone 9*

Ayes: Brewster, Lyons, Cruz, Gornick, Mathews

## **5 – PUBLIC HEARINGS**

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

- 5-1 Public Hearing – Ordinance 2025-03 – Amending Chapter 7 of Title 3 of the Lemoore Municipal Code pertaining to Peddlers, Solicitors, and Transient Merchants (Kendall)

Public Hearing Opened: 6:47 p.m.

Spoke: Alex Walker

Public Hearing Closed: 6:48 p.m.

*Motion by Mayor Pro Tem Gornick, seconded by Council Member Brewster, to approve the first reading of Ordinance 2025-03 – Amending Chapter 7 of Title 3 of the Lemoore Municipal Code pertaining to Peddlers, Solicitors, and Transient Merchants*

Ayes: Gornick, Brewster, Cruz, Lyons, Mathews

- 5-2 Public Hearing – Resolution 2025-36 – Adopting Required Findings Under Government Code Section 4217.10 through 4217.18 and Approving a Tax-Exempt Equipment Lease/Purchase Agreement in Order to Finance the Energy Conservation Services with Banc of America Public Capital Corporation (Trejo)

Public Hearing Opened: 6:53 p.m.

Spoke: Tom Reed

Public Hearing Closed: 6:54 p.m.

*Motion by Mayor Pro Tem Gornick, seconded by Council Member Cruz, to approve Resolution 2025-36 – Adopting Required Findings Under Government Code Section 4217.10 through 4217.18 and Approving a Tax-Exempt Equipment Lease/Purchase Agreement in Order to Finance the Energy Conservation Services with Banc of America Public Capital Corporation (Trejo)*

Ayes: Gornick, Cruz, Lyons, Brewster, Mathews

## **6 – NEW BUSINESS**

6-1 Approval – Contract for the purchase of New Website, Hosting, and Agenda Management Software (Vargas)

*Motion by Council Member Cruz, seconded by Council Member Brewster, to approve the Contract for the purchase of New Website, Hosting, and Agenda Management Software*

Ayes: Cruz, Brewster, Lyons, Gornick, Mathews

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

*Council Member Brewster stated that he was appointed for Public Safety Policy Committee. He informed everyone that Little League registrations are open through mid-January. He attended the Hanford and Lemoore Christmas parades and stated that Hanford's Christmas parade traffic control was not done as well as Lemoore's Christmas parade. He requested additional lighting to continue through the end of the parade route.*

*Council Member Lyons congratulated Faith Faria on receiving the Employee of the Month Award and stated that LVFD would not function at the level it does without her. He stated that the Christmas parade was a huge success.*

*Council Member Cruz congratulated Faith Faria on receiving the Employee of the Month Award and thanked the LVFD for their dedication. He congratulated Lemoore Police Department on the hiring of their new officer. He thanked the City Manager for taking initiative to make Lemoore a smart city. He thanked staff in regards to the contract with Civic Plus regarding the website modernization. He wished everyone a safe and enjoyable holiday season.*

*Mayor Pro Tem Gornick stated that he heard great things about Lemoore's Christmas Parade. He congratulated Council Member Cruz on receiving a promotion with the Masonic Lodge. He addressed concerns regarding water issues.*

*Mayor Matthews attended the Kings County Board of Supervisors Meeting and stated that they did a reorganization of the board appointing Supervisor Robinson as Chair and Supervisor Neves as Vice Chair. She attended the League Leaders event, Griswold LaSalle window unveiling event, Cal Cities webinar, Sweets for Seniors, Cal Cities Christmas Party, Wreaths Across America and Transit Center Ribbon Cutting. She thanked the Chamber of Commerce*

for the Christmas parade and congratulated the City of Lemoore for winning the best float award. She stated the KWRA is upcoming on December 18<sup>th</sup>. She stated there will be a ribbon cutting at Prym Insurance on December 22<sup>nd</sup> and another ribbon cutting for My Dream Vacations with a date to be determined. She thanked staff for humoring her with Christmas sweaters and wished everyone a Merry Christmas and a Happy New Year.

*Council adjourned to Closed Session at 7:33 p.m.*

**CLOSED SESSION**

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

1. Government Code Section 54957.6

Conference with Labor Negotiator

Agency Designated Representatives: Christina D. Smith, City Attorney and Marissa Trejo, City Manager Employee Organizations: Unrepresented and General Association of Service Employees (G.A.S.E)

**ADJOURNMENT**

*At 8:30 p.m., Council adjourned.*

*Approved the 6<sup>th</sup> day of January 2026.*

APPROVED:

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Patricia Matthews, Mayor

ATTEST:

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Marisa Avalos, City Clerk



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

## Staff Report

**Item No: 4-2**

**To:** Lemoore City Council  
**From:** Marissa Trejo, City Manager  
**Date:** December 22, 2025      **Meeting Date:** January 6, 2026  
**Subject:** Commercial Lease Agreement Between the City of Lemoore and Shayla Farfan DBA Shi-Lites Athletics

**Strategic Initiative:**

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

**Proposed Motion:**

Approve the Commercial Lease Agreement between the City of Lemoore and Shayla Farfan DBA Shi-Lites Athletics for the lease of approximately 3,392 square feet of City-owned property located at 721 W. Cinnamon Drive for operation of a cheer gym and authorize the City Manager to execute the agreement.

**Subject/Discussion:**

The City of Lemoore owns the real property located at 721 W. Cinnamon Drive, which includes facilities associated with the Lemoore Recreation Center. The Tenant, Shayla Farfan dba Shi-Lites Athletics, requested to lease space within the facility to operate a cheer gym serving local youth and families. The leased area consists of approximately 3,392 square feet, designated as the "Cheer Gym Premises." The Tenant's use is limited to cheer gym activities and is restricted to specific months and operating hours to ensure compatibility with City programming and other facility rentals.

The proposed Commercial Lease Agreement allows Shi-Lites Athletics to lease a portion of the City-owned facility at 721 W. Cinnamon Drive for the operation of a cheer gym. The lease term is three (3) years, beginning July 5, 2026, and ending December 31, 2029. The agreement provides structured rent, annual increases, insurance and indemnification protections for the City, and limited seasonal use of the premises that aligns with City facility operations.

Approval of this agreement supports community recreation opportunities, activates underutilized City space, and generates lease revenue while maintaining City oversight and operational flexibility.

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

Base Rent Calculation:

- 3,392 sq. ft. x \$0.51/sq. ft. = \$1,729.92
- Less \$200 monthly scholarship offset
- Adjusted monthly rent: \$1,529.92
- Seasonal use factor (7 months annually) results in an effective monthly rent of \$892.45, beginning July 1, 2026

Rent Increases:

- Rent increases by 3% annually every July 1 during the lease term

Utilities:

- The City will provide electricity and gas

Security Deposit:

- None required

The lease provides modest but consistent revenue while supporting a community-serving recreational program.

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

Pros:

- Community Benefit
- Productive Use of City Property
- Revenue Generation

Cons:

- None noted.

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

N/A

### **Staff Recommendation:**

Staff recommends approval of the Commercial Lease Agreement between the City of Lemoore and Shayla Farfan DBA Shi-Lites Athletics for the lease of approximately 3,392 square feet of City-owned property located at 721 W. Cinnamon Drive for operation of a cheer gym and authorize the City Manager to execute the agreement.

#### **Attachments:**

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

#### **Review:**

- City Attorney
- City Clerk
- City Manager
- Finance

#### **Date:**

- 12/30/2025
- 12/29/2025
- 12/29/2025
-

## COMMERCIAL LEASE AGREEMENT

**THIS LEASE AGREEMENT** (hereinafter referred to as "Lease") is made on this 16 day of January 2026 (the "Effective Date"), by and between **CITY OF LEMOORE** (hereinafter referred to as "Landlord"); and **Shayla Farfan DBA Shi-Lites Athletics** (hereinafter referred to as "Tenant"). Landlord and Tenant may be referred to herein individually as "Party" and collectively as "the Parties."

### RECITALS

1. Landlord owns that real property located at 721 W. Cinnamon Dr, in the City of Lemoore, California (hereinafter "Property").
2. Tenant desires to lease 3,392 square feet of space (hereinafter "Premises") for a cheer gym.
3. Tenant intends to use Premises for the sole purpose of operating a cheer gym. Landlord desires to lease Premises to the Tenant upon the terms and conditions set forth herein.
4. Landlord and Tenant agree that this Lease is in the best interest of the parties and for the mutual benefit of each party.

**THEREFORE**, for good and valuable consideration, the adequacy and receipt of which is acknowledged, Landlord and Tenant agree as follows:

1. **DESCRIPTION.** Landlord does hereby rent and lease to the Tenant Premises, located thereon referred to as the Cheer Gym Premises portion of the Property.
2. **TERM; EXTENSION.** The term of this Lease shall be for three (3) years from Effective Date. The lease commencement date shall be July 5, 2026 ("Commencement Date"), and, unless sooner terminated under any provision hereof, this Lease shall end on December 31, 2029. Landlord and Tenant may agree to extend the Lease on such terms and conditions agreed to by both Parties. Tenant must provide notice of intent to extend at least 60 days prior to the expiration of the initial term of the Lease for extension to be considered by Landlord.
3. **RENT.**
  - A. Rent is calculated as 3,392 square feet X \$0.51 per square foot = \$1,729.92 - \$200.00 per month scholarship offset = \$1,529.92 X 7 months (Usage only from July 5 annually to February 4 annually) / 12 months = \$892.45 per month beginning July 1, 2026. Rent shall increase by three-percent (3%) annually every July 1 throughout the term. Tenant shall pay promptly to Landlord the monthly installment of Rent on the first day of each month in advance during the term of the Lease, without deduction, setoff, prior notice or demand.
  - B. Tenant acknowledges that late payment by Tenant to Landlord of the monthly rent, and other sums due hereunder, will cause Landlord to incur costs not contemplated by this Lease, the exact amount of which will be extremely difficult to ascertain. Such costs include, but are not limited to, processing and accounting charges. Accordingly, if any installment of rent or any other sum due from Tenant shall not be received by Landlord by

4:00 p.m. within ten (10) days after such amount shall be due, Tenant shall pay to Landlord, as additional rent, a late charge equal to three percent (3%) of such overdue amount. The parties hereby agree that such late charges represent a fair and reasonable estimate of the costs Landlord will incur by reason of late payment by Tenant. Acceptance of such late charge by Landlord shall in no event constitute a waiver of Tenant's default with respect to such overdue amount, nor prevent Landlord from exercising any of its other rights and remedies granted hereunder.

- C. In the event of a default in the payment of rent, Tenant must pay all interest and penalties that may accrue thereon, and all reasonable damages, costs, and attorneys' fees and expenses which Landlord may incur by reason of any default of Tenant or failure on Tenant's part to comply with the terms of this Lease, shall be deemed to be additional rent ("Additional Rent") and, in the event of nonpayment by Tenant, Landlord shall have all of the rights and remedies with respect thereto as Landlord has for the nonpayment of the monthly rent.
- 4. **SECURITY DEPOSIT.** No security deposit shall be due.
- 5. **DELIVERY.** Landlord shall deliver possession of the Premises after mutual execution of the Lease. The Premises shall be leased to Tenant on an "AS IS" basis. Landlord shall not be required to make or construct any alterations including structural changes, additions or improvements to the Premises. By entry and taking possession of the Premises pursuant to this Lease, Tenant accepts the Premises as being in good and sanitary order, condition and repair, and accepts the Premises in the condition existing as of the date of Tenant's possession. Tenant acknowledges that neither the Landlord nor Landlord's agents have made any

representation or warranty as to the suitability of the Premises to the conduct of Tenant's business.

6. **USE OF PREMISES.** Landlord leases to Tenant the Premises for use consistent with the purpose described in Recital 3 of this Lease. Tenant shall not use the Premises for any use other than that specified in this section without the prior written consent of the Landlord. Tenant shall comply with applicable governmental laws, regulations, and rules and ordinances. Furthermore, Tenant shall require all subtenants, licensees, and invitees to use the Premises only in conformance with this use, and also in conformance with applicable governmental laws, regulations, rules and ordinances. Tenant shall indemnify, defend, and hold Landlord harmless against any loss, expense, damage, attorneys' fees or liability arising out of failure of Tenant to comply with any applicable law, regulation, rule or ordinance. The Premises are separate from the remaining portion of the Property, and Landlord will provide Tenant with keys and related items to secure the Premises. Tenant shall not commit or suffer to be committed, any waste upon the Premises, or allow any sale by auction upon the Premises, or allow the Premises to be used for any unlawful purpose, or place any loads upon the floor, walls or ceiling which endanger the structure, or place any harmful liquids in the drainage system of the building. No waste materials or refuse shall be dumped upon or permitted to remain upon any part of the Premises except in trash containers designated for that purpose. Tenant shall comply with Landlord's policy prohibiting the use of tobacco products on the Premises at all times. Tenant agrees to immediately respond to concerns expressed by neighbors or Landlord relating to the operation of Premises.

Tenant shall only have use of Premises from July 5 through February 4 annually. Tenant is responsible for rolling up mats and removing other equipment during the period of February 5 through July 4 annually.

Tenant shall only have use of Premises during operating hours of the Lemoore Recreation Center.

7. **RESTRICTION ON MUSIC.** Tenant is required to not play music at the Premises upon notification from Landlord for a specified period of time. Landlord will provide forty-eight (48) hour notice to Tenant in the event that music must not be played at the Premises.

## 8. INDEMNIFICATION AND INSURANCE.

- A. **Tenant Indemnification.** Tenant agrees to indemnify, reimburse, hold harmless, and defend Landlord, its officers, employees and agents against any and all claims, causes of action, judgments, obligations or liabilities, and all reasonable expenses incurred in investigating or resisting the same (including reasonable attorneys' fees), in connection with, arising out of, or related to the operation, damage to equipment, facilities, condition, use or occupancy of the Premises and all areas appurtenant thereto, including claims of negligence on the part of the Tenant. This Lease is made on the express representation and covenant by Tenant that Landlord shall not be liable for, or suffer loss by reason of, injury to person or property, from whatever cause in any way connected with the condition, use or occupancy of the Premises specifically including, without limitation, any liability for injury including death to the person or property of the Tenant, its agents, officers, employees, licensees and invitees.

- B. **Landlord Indemnification.** Landlord shall hold harmless and defend and indemnify Tenant from any claims, damages or expenses, including attorneys' fees, arising out of or relating to, or in any way connected to Landlord's gross negligence or willful misconduct on the

Premises.

**C. Commercial General Liability Insurance.** Tenant shall, at Tenant's expense, obtain and keep in force during the term of this Lease a policy of commercial general liability insurance insuring Landlord and Tenant against claims and liabilities arising out of the operation, condition, use, or occupancy of the Premises and all areas appurtenant thereto, including asphalt surfaces, parking areas, and equipment. Tenant's commercial general insurance shall be in an amount of not less than Two Million Dollars (\$2,000,000.00) for bodily injury or death and property damage as a result of any one occurrence and a One Million Dollar (\$1,000,000.00) general aggregate policy limit. Prior to the Commencement Date, Tenant shall deliver to Landlord a certificate of insurance evidencing the existence of the policies required hereunder and copies of endorsements stating that such policies shall:

- i) not be canceled or altered without thirty (30) days' prior written notice to Landlord;
- ii) insure performance of the indemnity set forth in Section 8.A above;
- iii) state the coverage is primary and any coverage by Landlord is in excess thereto;
- iv) contain a cross liability endorsement; and,
- v) include a separate endorsement naming Landlord as an additional insured.

At least thirty (30) days prior to the expiration of such certificate, and every such subsequent certificate, Tenant shall deliver to Landlord a new certificate of insurance consistent with all of the terms and conditions required in connection with the original certificate of insurance as described in this Section 8 (C) of this agreement during the entire term of this agreement.

**D. Tenant's Property Insurance.** Tenant may, at his own expense, maintain in full force and effect an insurance policy on all of the fixtures, equipment, improvements and personal property in, about, or on the Premises.

**E. Mutual Release.** Each Party hereby releases the other Party, and its parties, officers, agents and employees from any and all claims, demands, loss, expense or injury to the Premises or to the furnishings, fixtures, equipment, inventory or other personal property of Tenant in, about, or upon the Premises, which is caused by perils, events or happenings which are covered by the insurance required by this Lease or which are the subject of insurance carried by Tenant and in force at the time of such loss. Each Party shall procure an appropriate clause in, or an endorsement to, all policies required by this Lease or any other insurance policy maintained by Tenant or Landlord, pursuant to which the insurance company or companies waive subrogation or consent to a waiver of a right of recovery against the other Party.

**9. UTILITIES.** Landlord shall pay for electricity and gas at the Premises.

**10. AMENITIES.** Landlord shall provide Tenant the following amenities: a public restroom.

**11. ACCESS.** Landlord reserves the right to access the building through the front and rear doors to accommodate other facility rentals that Landlord provides.

**12. MAINTENANCE AND REPAIRS.** During the life of this Lease, Tenant will keep the Premises in clean and sanitary condition; dispose of all rubbish, garbage and waste promptly and in a clean and sanitary manner; properly use and operate all electrical, gas and plumbing fixtures and keep the same in clean condition; not permit any person in or about the Premises with Tenant's permission to deface, damage or remove any part of the structure of the Premises or the facilities, equipment or appurtenances thereto; and will occupy and use the Premises in accord with the purpose for which the Premises was rented to Tenant. Tenant will be responsible for all expenses in connection with any repairs caused by Tenant's failure to comply with the foregoing conditions. Notwithstanding the foregoing, it is Landlord's obligation to maintain the Premises and the Property in a habitable condition. Landlord shall be responsible for any major repairs, including such things as HVAC units, plumbing, electrical and structural items.

Landlord shall have no maintenance or repair obligations with respect to the Premises except as expressly provided in this section. Tenant hereby expressly waives the provisions of Subsection 1 of Section 1932 and Sections 1941 and 1942 of the Civil Code of California and all rights to make repairs at the expense of Landlord as provided in Section 1942 of said Civil Code.

**13. ALTERATIONS AND IMPROVEMENTS.** Tenant shall not make any alterations or improvements to the Premises without prior written approval from Landlord, which approval may be withheld in Landlord's sole discretion.

**14. EQUIPMENT.** All the equipment brought in by Tenant shall remain property of Tenant. Tenant shall not affix any of the equipment to the Premises without prior written permission of Landlord. Any equipment affixed to the Premises that will cause harm or damage to the Premises upon removal must be left at the Premises at the time Tenant surrenders the Premises. Landlord may charge Tenant for the cost of removal of such equipment and may also charge Tenant for the damages to the Premises associated with the equipment being left at the Premises in accordance with Sections 6 and 14 of this agreement.

#### **15. CASUALTY DAMAGE**

- A.** In the event that any portion of the Premises are destroyed or damaged by an uninsured peril, Landlord or Tenant may, upon written notice to the other, given within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this Lease; provided, however, that either party may, within thirty (30) days after receipt of such notice, elect to make the required repairs and/or restoration at such party's sole cost and expense, in which event this Lease shall remain in full force and effect, and the party having made such election to restore or repair shall thereafter diligently proceed with such repairs and/or restoration.
- B.** In the event the Premises are damaged or destroyed from any insured peril to the extent of seventy percent (70%) or more of the then replacement cost of the Premises, Landlord or Tenant may, upon written notice, given to the other within thirty (30) days after the occurrence of such damage or destruction, elect to terminate this Lease. If neither party

gives such notice in writing within such period, Landlord shall be deemed to have elected to rebuild or restore the Premises, in which event Landlord shall, at its expense, promptly rebuild or restore the Premises to their condition prior to the damage or destruction. In the event the Premises are damaged or destroyed from any insured peril to the extent of less than seventy percent (70%) of the then replacement cost of the Premises, Landlord shall at Landlord's expense, promptly rebuild or restore the Premises to their condition prior to the damage or destruction. Notwithstanding the foregoing, Tenant may terminate this Lease if the Premises are damaged or destroyed to the extent of fifty percent (50%) or more of the then replacement cost of the Premises.

- C. In the event that, pursuant to the foregoing provisions, Landlord is to rebuild or restore the Premises, Landlord shall, within thirty (30) days after the occurrence of such damage or destruction, provide Tenant with written notice of the time required for such repair or restoration. If such period is longer than one hundred twenty (120) days from the issuance of a building permit, Tenant may, within thirty (30) days of receipt of Landlord's notice, elect to terminate the Lease by giving written notice to Landlord of such election, whereupon the Lease shall immediately terminate. The period of time for Landlord to complete the repair or restoration shall be extended for delays caused by the fault or neglect of Tenant or because of acts of God, labor disputes, strikes, fires, freight embargoes, rainy or stormy weather, inability to obtain materials, suppliers or fuels, acts of contractors or subcontractors, or delays of contractors or subcontractors due to such causes or other contingencies beyond the control of Landlord. Landlord's obligation to repair or restore the Premises shall not include restoration of Tenant's trade fixtures, equipment, merchandise, or any improvements, alterations, or additions made by Tenant to the Premises.
- D. Unless this Lease is terminated pursuant to the foregoing provisions, this Lease shall remain in full force and effect; provided, however, that during any period of repairs or restoration, rent and all other amounts to be paid by Tenant shall be abated in proportion to the area of the Premises rendered not reasonably suitable for the conduct of Tenant's business thereon.

## 16. DEFAULT.

- A. Events of Default. A breach of this Lease shall exist if any of the following events (hereinafter referred to as "Event of Default") shall occur:
  - 1. Default in the payment when due of any installment of rent or other payment required to be made by Tenant hereunder, and such default shall not have been cured within ten (10) days after written notice from Landlord;
  - 2. Tenant's failure to perform any other term, covenant or condition contained in this Lease and such failure shall have continued for thirty (30) days after written notice of such failure is given to Tenant;

3. The sequestration of, attachment of, or execution on, any substantial part of the property of Tenant or on any property essential to the conduct of Tenant's business, shall have occurred and Tenant shall have failed to obtain a return or release of such property within thirty (30) days thereafter, or prior to sale pursuant to such sequestration, attachment or levy, whichever is earlier;
4. The Tenant or any guarantor of Tenant's obligations hereunder shall generally not pay its debts as they become due or shall admit in writing its inability to pay its debts;
5. The Tenant or any guarantor of Tenant's obligations hereunder shall commence any case, proceeding, or other action seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seek appointment of a receiver, trustee, custodian, or other similar official for it or for all or any substantial part of its property;
6. The Tenant or any such guarantor shall take any corporate action to authorize any of the actions set forth in Subsections 4 or 5 above;
7. Any case, proceeding or other action against the Tenant or any guarantor of the Tenant's obligations hereunder shall be commenced seeking to have an order for relief entered against it as debtor, or seeking reorganization, arrangement, adjustment, liquidation, dissolution or composition of it or its debts under any law relating to bankruptcy, insolvency, reorganization or relief of debtors, or seeking appointment of a receiver, trustee, custodian or other similar official for it or for all or any substantial part of its property, and such case, proceeding or other action (i) results in the entry of an order for relief against it which is not fully stayed within seven (7) business days after the entry thereof, or (ii) remains un-dismissed for a period of forty-five calendar (45) days.

**B. Remedies**. Upon any Event of Default, Landlord shall have the following remedies, in addition to all other rights and remedies provided by law, to which Landlord may resolve cumulatively, or in the alternative:

1. **Recovery of Rent**. Landlord shall be entitled to keep this Lease in full force and effect (whether or not Tenant shall have abandoned the Premises), unless the Lessee suffers a catastrophic illness or death, and to enforce all of its rights and remedies under this Lease, including the right to recover rent and other sums as they become due, plus interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum from the due date of each installment of rent or other sum until paid. In the case of death or catastrophic illness, Landlord shall retain the security deposit. A catastrophic illness is defined as a permanent and debilitating condition.

2. Termination. Landlord or Tenant may terminate this Lease by providing 90 (ninety) days advance written notice of termination. Upon the notice of termination, all of Tenant's rights in the Premises shall cease upon the effective date of the notice. Upon the serving of termination notice, Tenant shall, by the effective date, surrender and vacate the Premises in the condition required by Section 28 of this agreement, and Landlord may re-enter and take possession of the Premises and all the remaining improvements or property and eject Tenant or any of Tenant's subtenants, assignees or other person or persons claiming any right under or through Tenant, or eject some and not others, or eject none. This Lease may also be terminated by a judgment specifically providing for termination. Any termination under this Section shall not release Tenant from the payment of any sum then due Landlord or from any claim for damages or rent previously accrued or then accruing against Tenant. In no event shall any one or more of the following actions by Landlord constitute a termination of this Lease:

- (a) maintenance and preservation of the Premises;
- (b) efforts to re-let the Premises;
- (c) appointment of a receiver in order to protect Landlord's interest hereunder;
- (d) consent to any subletting of the Premises or assignment of this Lease by Tenant, whether pursuant to provisions hereof concerning subletting and assignment or otherwise; or,
- (e) any other action by Landlord or Landlord's agents intended to mitigate the adverse effects from any breach of this Lease by Tenant.

3. Damages. In the event this Lease is terminated pursuant to Section 16(8)(2) of this agreement, or otherwise, Landlord shall be entitled to damages as authorized by law.

17. INSPECTION OF PREMISES. Landlord shall keep a set of keys for emergency repairs. Barring an emergency, and upon reasonable advance notice with Tenant's consent, which shall not be unreasonably withheld, Tenant shall permit Landlord and its agents to enter the Premises during reasonable times for the purpose of inspecting the same, performing Landlord's maintenance and repair responsibilities, or posting a notice of non-responsibility for alterations, additions, or repairs. Landlord and its authorized agents and representatives shall have the right throughout the Term of this Lease to enter the Premises at all reasonable times during usual business hours and upon reasonable notice for the purpose of inspecting the same or of exhibiting the same to prospective purchasers or mortgagees, and at any time within one (1) year prior to the expiration of this Lease, for the purpose of showing the same to prospective Tenants/bidders or to place upon the Premises, ordinary "For Lease" signs, provided said signs shall not suggest the Tenant's business is for sale.

18. HOLDING OVER. Should Tenant hold over in possession after the expiration of the original term or any extended term of this Lease, such holding over shall not be deemed to extend the term or renew the Lease, but the tenancy thereafter shall continue upon the covenants and conditions herein set forth at 150% (one hundred fifty percent) of the monthly rental (Holding

Over Rent) of the last expiring term unless a different rental amount is mutually agreed to by the Tenant and Landlord prior to December 31, 2025.

- 19. NOTICES.** Any notices which either of the parties hereto is required or may desire to send or deliver to give to the other party, shall be mailed, certified mail, return receipt requested, postage prepaid, or delivered, with all charges prepaid, to such other party at the address listed below, or to such address as either party may designate to the other from time to time in writing.

Landlord:      City Manager  
                    City of Lemoore  
                    711 W. Cinnamon  
                    Lemoore, CA 93245

Tenant:      885 Redwood Ln.  
                    Lemoore, CA 93245  
                    Attn: Shayla Farfan

The date of service of any such notice mailed as aforesaid shall be deemed to be five (5) days after the date of such mailing, and the date of service of any such notice hand delivered, as aforesaid, shall be deemed to be one (!) day after delivery thereof to the delivery service office.

- 20. ATTORNEYS' FEES.** In the event either party shall bring any action or legal proceeding for damages for any alleged breach of any provision of this Lease, to recover rent or possession of the Premises, to terminate this Lease, or to enforce, protect or establish any term or covenant of this Lease or right or remedy of either party, the prevailing party shall be entitled to recover as a part of such action or proceeding, reasonable attorneys' fees and court costs, including attorneys' fees and costs for appeal, as may be fixed by the court or jury. The term "prevailing party" shall mean the party who received substantially the relief requested, whether by settlement, dismissal, summary judgment, judgment, or otherwise.
- 21. ASSIGNMENTS AND SUBLETTING.** Tenant may not assign or sublet the whole or any part of the Premises rented to Tenant by this Lease without the prior written consent of Landlord, which may be withheld in Landlord's sole discretion.
- 22. PARKING AND SIGNAGE.** Tenant may use the parking lot surrounding the Premises and may attach signage on the exterior of the Premises with Landlord's written consent, which shall not be unreasonably withheld.
- 23. SUCCESSORS.** This Lease contains all of the covenants, agreements, representations and provisions thereof and shall insure to the benefit of and be binding upon the respective heirs, legal representatives, executors, administrators, successors and assigns of the parties hereto.
- 24. WAIVER.** The waiver of Landlord or Tenant of any breach of any term, covenant or condition or any subsequent breach of the same or any other term, covenant or condition herein

contained, shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant or condition herein contained.

25. **TIME IS OF THE ESSENCE.** Time is of the essence for the performance of each term, covenant and condition of this Lease.
26. **SEVERABILITY AND JURISDICTION.** In case any one or more of the provisions contained herein, except for the payment of rent, shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision of this Lease, but this Lease shall be construed as if such invalid, illegal or unenforceable provision had not been contained herein. This Lease shall be construed and enforced in accordance with the laws of the State of California. In the event of litigation, venue shall lie in a court of competent jurisdiction located in Kings County.
27. **INTEREST ON PAST DUE OBLIGATIONS.** Any amount due to Landlord not paid when due shall bear interest at the rate of Bank of America's or its successor's reference rate plus three percent (3%) per annum commencing thirty (30) days after the due date, but not to exceed the maximum rate permitted by law. Payment of such interest shall be in addition to any late charges owing pursuant to Section 3(B) of this agreement, and shall not excuse or cure any default by Tenant under this Lease.
28. **SURRENDER OF THE PREMISES.** On the last day of the term hereof, or on sooner termination of this Lease, Tenant shall surrender to Landlord the Premises and any than existing improvements in good order, condition and repair, reasonable wear and tear excepted, free and clear of all liens, claims and encumbrances. Tenant shall remove from the Premises all of Tenant's personal property, trade fixtures, and any improvements made by Tenant which Tenant and Landlord agreed would be removed by Tenant. All property not so removed shall be deemed abandoned by Tenant. If the Premises are not so surrendered at the termination of this Lease, Tenant shall indemnify Landlord against loss or liability resulting from delay by Tenant in so surrendering the Premises including without limitation, any claims made by any succeeding Tenant or losses to Landlord due to lost opportunities to Lease to succeeding Tenants.
29. **HAZARDOUS SUBSTANCES.** Landlord and Tenant agree as follows with respect to the existence or use of Hazardous Materials on the Premises including any Improvements made by Tenant.
  - A. **Definition.** As used herein, the term "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local governmental authority, the State of California or the United States Government. The term "Hazardous Materials" includes, without limitation, petroleum products, asbestos, PCB's, and any material or substance which is (i) listed under Section 9 or defined as hazardous or extremely hazardous pursuant to Article 1 of Title 22 of the California Administrative Code, Division 4, Chapter 20, (ii) defined as a "hazardous waste" pursuant to Section (14) of the federal Resource Conservation and Recovery Act, 42 U.S.C. 6901 et. seq. (42 U.S.C. 6903), or (iii) defined as a "hazardous substance" pursuant to Section 10 of the

Comprehensive Environmental Response, Compensation and Liability Act, 42 U.S.C. 9601 et. seq. (42 U.S.C. 9601). As used herein, the term "Hazardous Materials Law" shall mean any statute, law, ordinance, or regulation of any governmental body or agency (including the U.S. Environmental Protection Agency, the California Regional Water Quality Control Board, and the California Department of Health Services) which regulates the use, storage, release or disposal of any Hazardous Material.

- B. Hazardous Materials**. Tenant shall not cause or permit any Hazardous Material to be generated, brought onto, used, stored, or disposed of in or about the Premises and any improvements by Tenant or its agents, employees, contractors, subtenants, or invitees, except for limited quantities of standard office and janitorial supplies (which shall be used and stored in strict compliance with Environmental Laws). Tenant shall comply with all Environmental Laws. Tenant shall be solely responsible for all environmental matters affecting the Premises and any improvements that result from or arise out of Tenant's use, storage, treatment, transportation, release or disposal of Hazardous Materials on, under, about or in the vicinity of the Premises from and after the date of Tenant's initial possession, use, or occupancy of the Premises, whichever came first (the "Date of Tenant Possession").
  - C. Responsibility of Tenant**. From and after the Commencement Date, Tenant shall be solely responsible for all environmental matters affecting the Premises and any improvements that result from or arise out of the use, storage, treatment, transportation, release or disposal of Hazardous Materials on, under, about or in the Premises by Tenant, its officers, subtenants, contractors, subcontractors, agents, invitees, employees, or any other person or entity that Tenant causes or permits to enter the Premises from and after the Commencement Date. Tenant shall not be responsible for any Hazardous Materials on, under, about or in the Premises that were present prior to the Commencement Date, unless they were released by Tenant. In the event that Tenant causes any Hazardous Materials to be released, spilled or otherwise exposed through its use and occupancy of the Premises, Tenant shall be solely responsible for all costs associated with the proper handling, mitigation, remediation, and disposal of such Hazardous Materials and all related cleanup.
- 30. ENTIRE AGREEMENT**. This Lease constitutes the entire understanding between the parties hereto and no addition to, or modification of, any term or provision of this Lease shall be effective until set forth in writing signed by both Landlord and Tenant.
- 31. EXECUTION IN COUNTERPART**. This Lease may be executed in counterparts, which, when taken together, shall constitute one original version of the Lease. Photocopies of this Lease or of execution signatures on this Lease, or copies made by comparable means (including copies made by facsimile), shall be equivalent to originals.
- 32. WARRANTY OF AUTHORITY**. Each of the persons signing this Lease represents and warrants that such person has been duly authorized to sign this Lease on behalf of the party indicated, and each of the parties by signing this Lease warrants and represents that such party is legally authorized and entitled to enter into this Lease.

**IN WITNESS WHEREOF**, Landlord and Tenant have executed this Lease, through their respective officers or representatives, duly authorized, as of the day and year shown below.

LANDLORD

City of Lemoore

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Marissa Trejo, City Manager

---

Date

Tenant



Shayla Farfan

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12.22.25

---

Date



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

# Staff Report

**Item No: 4-3**

## Strategic Initiative:

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

## Proposed Motion:

Approve the second reading of Ordinance 2025-03, amending Chapter 7 of Title 3 of the Lemoore Municipal Code pertaining to Peddlers, Solicitors, and Transient Merchants.

### **Subject/Discussion:**

City Council provided direction to staff to amend chapter 7 of the Lemoore Municipal Code (LMC) to provide for a unified application process for potential solicitors and further define restrictions for the hour, day, and manner in which solicitation can take place.

Staff held two study sessions where the City Council provided consensus on restricting the hours solicitation can occur to be between 9:00AM and 7:00PM with no solicitation occurring on Sundays. Those under the age of 18 would be exempt from the provisions of chapter 7 in the LMC.

Upon approval of this ordinance a “No Solicitor” registry will be created and provided to the public via website or in person at the Police Department. Those approved for a solicitor’s permit will be provided an identification card by the Police Department.

### Financial Consideration(s):

None determined at this time.

**Alternatives or Pros/Cons:**

**Pros:**

- Develops a broader solicitor's ordinance and defines restrictions on the time, manner, and place solicitation can occur.
- Provides clear direction to staff for the enforcement of violations of the LMC.

**Cons:**

- None noted.

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends approval of the second reading of Ordinance 2025-03, amending Chapter 7 of Title 3 of the Lemoore Municipal Code pertaining to Peddlers, Solicitors, and Transient Merchants.

**Attachments:**

- Resolution:
- Ordinance: 2025-03
- Map
- Contract
- Other List:

**Review:**

- City Attorney
- City Clerk
- City Manager
- Finance

**Date:**

12/30/2025  
12/29/2025  
12/29/2025

</p

## **ORDINANCE NO. 2025-03**

### **AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE AMENDING CHAPTER 7 OF TITLE 3 OF THE LEMOORE MUNICIPAL CODE RELATING TO PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS**

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

Chapter 7 (“Peddlers, Solicitors and Transient Merchants”) is hereby amended to read as follows:

#### **Chapter 7 PEDDLERS, SOLICITORS, AND TRANSIENT MERCHANTS**

##### **SECTION:**

**3-7-1: Definitions**

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

**3-7-3: Exemptions**

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

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

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

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

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##### Notes

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

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

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

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

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

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

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

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

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

“Police Department” means the Lemoore Police Department.

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

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

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

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

“Solicitor” means an individual who solicits.

### **3-7-2: UNINVITED PEDDLING OR SOLICITING:**

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

- B. Enforcement: The Chief of Police and police force of the City are hereby required and directed to suppress the same and to abate any such nuisance as is described in subsection A of this Section. (1975 Code §4-3.02)
- C. Penalties: Any person convicted of perpetrating a nuisance as described and prohibited in subsection A hereof, upon conviction thereof, shall be fined a sum of not less than twenty five dollars (\$25.00) nor more than one hundred dollars (\$100.00) together with costs of proceedings, which said fine may be satisfied, if not paid in cash, by execution against the person of anyone convicted of committing the misdemeanor herein prohibited. (1975 Code §4-3.03)

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

The following are exempt from the provisions of this chapter:

- A. Any organization's solicitation of its members.
- B. Solicitation on premises owned or controlled by the solicitor.
- C. Solicitation which is subject to disclosure under State or Federal political disclosure laws.
- D. The issuance of any announcement or advertisement that such solicitation as described in subsection (A), (B), or (C) of this section will occur or which announces or advertises an event at which unannounced solicitation as described in subsection (A), (B), or (C) of this section occurs.
- E. Newspapers or magazines that have not been contacted by owners or occupants of property and instructed not to deliver such materials to that property or dwelling unit.
- F. Electronic solicitation, direct solicitation through United States mail or conducted solely by means of radio or television broadcasts.
- G. Any person who is engaged in, or acting as an agent for, any business entitled to an exemption from local taxation by reason of its being engaged in interstate commerce shall be required to make application for a registration card in accordance with the requirements of this chapter, but shall be exempt from any fee upon satisfactory evidence being presented to the Chief of Police of his/her right to an exemption.
- H. Solicitors under the age of 18.

### **3-7-4: APPLICATION FOR PEDDLER'S LICENSE:**

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

No person shall engage in commercial solicitation in the City of Lemoore without first applying for, and receiving, a registration card. Multiple registration cards may be issued pursuant to a single application for all solicitors engaged in commercial solicitation on behalf of, and under the immediate direction and control of, the applicant. Commercial solicitors shall carry registration cards on their persons at all times while soliciting and shall display the registration card upon request of any person being solicited or anyone authorized to enforce this Code.

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

- A. At least ten (10) days prior to the date the applicant intends to engage in commercial solicitation, an application for a registration card shall be made to the Police Department on forms supplied by the City. The Police Department may, for good cause shown, allow the filing of an application less than ten (10) days prior to the date the card is requested.
- B. The application shall contain the following information:
  1. The full name, mailing address, principal business or residential address and telephone number, and the nature of the relationship between the applicant and the card holder, including whether the applicant is a volunteer, a paid officer or employee, an independent contractor, or an agent of the card holder.
  2. Written authorization of permission to solicit from any person or organization for which the applicant intends to solicit.
  3. Where applicable, documentation from the State that the cardholder is in compliance with California Government Code Section 12599.
  4. If the applicant is:
    - a. An individual, the application shall state the full name, mailing address and principal business or residential address and telephone number.

- b. A partnership, the application shall state the full name, mailing address, and principal business or residential address and telephone number of each partner. However, if there are more than ten (10) principal partners, only the ten (10) principal partners need to be listed.
    - c. A corporation, the application shall state whether it is organized under the laws of California or is a foreign corporation and, if a foreign corporation, the place of incorporation, the full name, mailing address, and principal business or residential address, the State Corporation or Federal Employer Identification Number, and telephone number of the individual in charge of the local office of the corporation and of three principal officers or directors of the corporation;
    - d. An association, the application shall state mailing address, principal business or residential address, State Corporation or Federal Employer Identification Number, and telephone number of the association and the full name, mailing address, principal business or residential address and telephone number of three principal members of the association. If the association is part of a multistate association, the mailing address and principal business or residential address and telephone number of its central office shall also be given.
  - 5. The full name, mailing address, principal business or residential address and telephone number of each individual who will be in charge of supervising the solicitation.
  - 6. The full name of each individual who will be soliciting on behalf of the card holder.
  - 7. The time during the day when the solicitation will be made and the dates for the commencement and termination of the solicitation.
  - 8. A general outline of the method or methods to be used in conducting the solicitation, including the number of solicitors to be used.
  - 9. A statement that the registration card will not be used or represented in any way as an endorsement by the City or any department, officer, or employee thereof.
- C. If, while the application is pending or during the term of any card granted thereon, there is any change in fact, policy, or method that would alter the information given in the application, the applicant shall notify the Police Department in writing within twenty-four (24) hours after such change.

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

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

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

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

- A. No person shall distribute, deposit or place any handbill, or any other written material, in or to any residential property which has displayed any sign indicating "No Solicitors" or similar wording that no solicitation is desired by the occupant. All handbills distributed to, or deposited or placed in, any residential property shall contain a legible notice to the effect that anyone who does not desire to receive additional handbills may notify the person or organization responsible for the distribution, whose name, address and phone number shall be listed on the handbill. Subsequent to receipt of notice that the occupant does not desire additional handbills, the registration card holder(s) shall not distribute handbills to that residential property.

- B. Occupants of residential properties who visibly display “No Soliciting” signs, or signs with similar wording, may annually request to have their addresses included on a registry of residential properties whose occupants do not wish to receive unsolicited handbills or commercial solicitation. The registry shall be maintained by the Police Department and through the Department’s website and shall be available on the City’s website to the public and all potential commercial and noncommercial solicitors. It shall be a violation of this section for any commercial or noncommercial solicitor to distribute handbills or engage in commercial solicitation at or to any dwelling unit that is included on the City’s “no soliciting” registry.

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

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

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

- A. No solicitation is permitted between the hours of 7:00PM and 9:00 a.m., except by prior appointment.
- B. No commercial solicitation is permitted at any residential property at which a sign is displayed indicating “No Solicitors” or a similar indication that no solicitation is desired by the occupant(s).
- C. No solicitor shall use profane or abusive language or verbal threats during any solicitation or following any refusal by the person solicited.
- D. No solicitor shall step onto or over the threshold of a doorway, unless invited to do so by the occupant(s).
- E. No solicitor shall place his/her hands, legs, or any portion of the body in any doorway or exit so that it would reasonably appear to the occupant that the door may not be closed or the exit may not be accessible, unless the occupant grants permission to do so.
- F. No solicitor shall refuse to leave the premises when asked to do so by the occupant(s).
- G. No solicitation shall occur when the person to be solicited is in or on any of the following places:
  1. During a live presentation or performance on any City property, unless the solicitation is authorized by the City or a special event permit.
  2. Inside a public transportation vehicle or public facility.
  3. Within fifty (50) feet of any automated teller machine.

4. Outdoor and/or indoor dining areas of restaurants or other dining establishments serving food for immediate consumption without the express permission of the restaurant owner, manager or operator; or
  5. A queue of five or more people waiting to gain admission to a place or vehicle or waiting to purchase an item or admission ticket.
- H. No solicitor shall block or impede the path of the individual(s) being solicited.
- I. No solicitor shall continue to solicit, follow, or accompany any individual who has been solicited after the individual has asked the solicitor to leave or after the individual being solicited has declined the solicitation.
- J. No solicitor shall touch the individual(s) being solicited without that individual(s)' consent.
- K. No solicitor shall make any statements, gestures, or other communication which a reasonable person in the situation of the individual(s) being solicited would perceive to be a threat and has a reasonable likelihood to produce in the victim a fear that the threat will be carried out.
- L. No solicitor shall knowingly make false statements or misrepresentations during the course of the solicitation
- M. No solicitation will take place at any time on Sunday.

**SECTION 2. EFFECTIVE DATE.** This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of councilmembers voting for or against it in a newspaper of general circulation within the City of Lemoore.

The foregoing Ordinance was introduced by the City Council of the City of Lemoore, California, at a regularly scheduled meeting held on December 16, 2025, and was passed and adopted by the City Council at a regular meeting held on January 6, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

---

Marisa Avalos  
City Clerk

APPROVED:

---

Patricia Matthews  
Mayor

## **CHAPTER 7**

### **PEDDLERS, SOLICITORS AND TRANSIENT MERCHANTS 1**

#### **SECTION:**

- 3-7-1: Definitions**
  - 3-7-2: Uninvited Peddling or Soliciting**
  - 3-7-3: Exemptions**
  - 3-7-4: Application for Peddler's License**
  - 3-7-5: Handbills in Public Places**
  - 3-7-6: Handbills on Residential Property**
  - 3-7-7: Time, Place and Manner of Solicitations**
- 

#### Notes

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

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

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

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

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

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

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

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

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

“Police Department” means the Lemoore Police Department.

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

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

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

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

“Solicitor” means an individual who solicits.

### **3-7-2: UNINVITED PEDDLING OR SOLICITING:**

- A. Nuisance Declared: The practice of going in and upon private residences in the City by solicitors, peddlers, hawkers, itinerant merchants and transient vendors of merchandise, not having been requested or invited so to do by the owner or owners, occupant or occupants of said private residence, for the purpose of soliciting orders for the sale of goods, wares and merchandise, and/or for the purpose of disposing of and/or peddling or hawking the same is hereby declared to be a nuisance and punishable as such nuisance as a misdemeanor. (1975 Code §4-3.01)
- B. Enforcement: The Chief of Police and police force of the City are hereby required and directed to suppress the same and to abate any such nuisance as is described in subsection A of this Section. (1975 Code §4-3.02)
- C. Penalties: Any person convicted of perpetrating a nuisance as described and prohibited in subsection A hereof, upon conviction thereof, shall be fined a sum of not less than twenty five dollars (\$25.00) nor more than one hundred dollars (\$100.00) together with costs of proceedings, which said fine may be satisfied, if not paid in cash, by execution against the person of anyone convicted of committing the misdemeanor herein prohibited. (1975 Code §4-3.03)

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

The following are exempt from the provisions of this chapter:

- A. Any organization's solicitation of its members.
- B. Solicitation on premises owned or controlled by the solicitor.
- C. Solicitation which is subject to disclosure under State or Federal political disclosure laws.
- D. The issuance of any announcement or advertisement that such solicitation as described in subsection (A), (B), or (C) of this section will occur or which announces or advertises an event at which unannounced solicitation as described in subsection (A), (B), or (C) of this section occurs.
- E. Newspapers or magazines that have not been contacted by owners or occupants of property and instructed not to deliver such materials to that property or dwelling unit.
- F. Electronic solicitation, direct solicitation through United States mail or conducted solely by means of radio or television broadcasts.
- G. Any person who is engaged in, or acting as an agent for, any business entitled to an exemption from local taxation by reason of its being engaged in interstate commerce shall be required to make application for a registration card in accordance with the requirements of this chapter, but shall be exempt from any fee upon satisfactory evidence being presented to the Chief of Police of his/her right to an exemption.
- H. Solicitors under the age of 18.

### **3-7-4: APPLICATION FOR PEDDLER'S LICENSE:**

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

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

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

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

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

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

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

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

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

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

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

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

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

- A. No solicitation is permitted between the hours of 7:00PM and 9:00 a.m., except by prior appointment.
- B. No commercial solicitation is permitted at any residential property at which a sign is displayed indicating "No Solicitors" or a similar indication that no solicitation is desired by the occupant(s).
- C. No solicitor shall use profane or abusive language or verbal threats during any solicitation or following any refusal by the person solicited.

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



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

# Staff Report

**Item No: 4-4**

## Strategic Initiative:

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

## **Proposed Motion:**

Approve the adoption of the 2025 California Fire Code.

## **Subject/Discussion:**

To ensure the City of Lemoore remains in full compliance with State of California regulations under Title 24, it is necessary to adopt the 2025 California Fire Code. The State mandates a code update every three years, with the current cycle becoming effective on January 1, 2026. By formally adopting these updated standards, the City fulfills its statutory obligations and establishes the necessary legal framework to enforce the most current fire safety protocols.

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

N/A

### Alternatives or Pros/Cons:

## Pros:

- Compliant with the State of California 2025 Fire Code

## Cons:

- None noted

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends that the City Council approve the adoption of the 2025 California Fire Code.

**Attachments:**

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

**Review:**

- City Attorney
- City Manager
- City Clerk
- Finance

**Date:**

- 12/30/2025
- 12/29/2025
- 12/29/2025



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## Staff Report

**Item No: 4-5**

**To:** Lemoore City Council  
**From:** Estevan Benavides, Director of Public Works  
**Date:** December 29, 2025 **Meeting Date:** January 6, 2026  
**Subject:** Budget Amendment – New Bellehaven Striping

**Strategic Initiative:**

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

**Proposed Motion:**

Approve the budget amendment in the amount of \$20,000 to allow for engineering and striping services to be completed on Bellehaven Dr.

**Background:**

Due to the existing operations at Leprino West and the commencement of Helena's operations this past fall, traffic volume in the area has surged significantly. This rapid increase in roadway utilization has strained current infrastructure, resulting in frequent near-misses and traffic congestion near the intersection of Bellehaven Drive and Industry Way. To address these urgent safety concerns and accommodate the heavier traffic load, a new traffic pattern and updated striping are required. These changes are critical to increasing lane capacity, ensuring safer egress, and mitigating the risk of future collisions.

**Financial Consideration(s):**

This project is funded utilizing impact fees.

**Alternatives or Pros/Cons:**

The Council could deny budget amendment to not allow the new striping plan.

**Recommendation:**

Approve the budget amendment in the amount of \$20,000 to allow the engineering and striping services and authorize the City Manager, or designee, to execute the budget amendment.

**Attachments:**

- Resolution:
  - Ordinance:
  - Map
  - Contract
  - Other
- Budget Amendment

**Review:**

- City Attorney
- City Clerk
- City Manager
- Finance

**Date:**

12/30/2025  
12/29/2025  
12/29/2025



**CITY OF LEMOORE**  
**BUDGET AMENDMENT FORM**

Date: 12/29/25		Request By:	Christal Schisler
Requesting Department: Streets			

**TYPE OF BUDGET AMENDMENT REQUEST:**

- |  |                                     |  |
|--|-------------------------------------|--|
| <input type="checkbox"/> Appropriation Transfer within Budget Unit                       | <input checked="" type="checkbox"/> | One Sided Journal Increase/Decrease              |
| <input type="checkbox"/> All other appropriations (Attach Council approved Staff Report) | <input type="checkbox"/>            | Expenditure to Expenditure or Revenue to Revenue |

**FROM:**

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
		\$	-

**TO:**

Full Account	Current Budget	Proposed Increase/Decrease:	Proposed New Budget
2601-850-0000-25013-530100	\$ -	\$ 20,000.00	\$ 20,000.00
	\$ -	\$	-

**JUSTIFICATION FOR CHANGE/FUNDING SOURCE:**

Reallocating funds for Bellehaven Striping Project.

**APPROVALS:**

Department Head:	Date:
City Manager:	Date:
Entered By:	Date:
Approved By:	Date:



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## Staff Report

**Item No: 4-6**

**To:** Lemoore City Council  
**From:** Josalynn Valdez, Finance Director  
**Date:** December 24, 2025      **Meeting Date:** January 6, 2025  
**Subject:** Award the Comprehensive Fee Study to IGService

**Strategic Initiative:**

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

**Proposed Motion:**

Award the Comprehensive Fee Study to IGService in the amount of \$70,000 and authorize the City Manager to execute the agreement.

**Subject/Discussion:**

A comprehensive fee study is a detailed analysis to determine the true cost of City services. This study will ensure that our fees cover expenses such as staffing and technology. In addition to a comprehensive fee study there will also be a cost allocation study to determine the total cost of each City service provided internally. These studies will ensure that all services provided externally and internally are covered and that the appropriate fees are established.

The City received three proposals from IGService, Matrix Consulting, and MGT. All three proposals met the RFP requirements. Based on the evaluation criteria, IGService presented the best overall project methodology and expertise.

**Financial Consideration (s):**

This project is funded utilizing general fund.

**Alternatives or Pros/Cons:**

Pro:

- Established fees will ensure that all expenses are accurately covered.

Cons:

- Some fees may increase.

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Staff recommends Council award the Comprehensive Fee Study to IGService in the amount of \$70,000 and authorize the City Manager, or his designee, to execute the agreement.

**Attachments:**

- Resolution  
 Ordinance  
 Map  
 Contract  
 Other  
List:

**Review:**

- City Attorney      12/29/2025  
 City Clerk      12/30/2025  
 City Manager      12/30/2025  
 Finance

**Date:**

## CITY OF LEMOORE CONSULTANT SERVICES AGREEMENT

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

### ***RECITALS***

- A. City desires to obtain services for the facilitation of economic development opportunities and for the pursuit of the Comprehensive Fee Study, as further set forth in the proposals from Consultant attached as **Exhibit A** ("Proposal") and incorporated herein by reference ("Services"). If there is a conflict between the terms of the Proposal and this Agreement, this Agreement shall control.
- B. Consultant is engaged in the business of furnishing the Services and hereby warrants and represents that it is qualified, licensed, and professionally capable of performing the Services.
- C. City desires to retain Consultant, and Consultant desires to provide the City with the Services, on the terms and conditions as set forth in this Agreement.

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

### **AGREEMENT**

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

5. Standard of Care. Consultant expressly represents it is qualified in the field for which Services are being provided under this Agreement and that to the extent Consultant utilizes subcontractors, employees, volunteers or agents, such subcontractors, employees, volunteers or agents are, and will be, qualified in their fields. Consultant also expressly represents that both Consultant and its subcontractors, employees, volunteers or agents, if any, are now, and will be throughout their performance of the Services under this Agreement, properly licensed or otherwise qualified and authorized to perform the Services required and contemplated by this Agreement. Consultant and its subcontractors, if any, shall utilize the standard of care and skill customarily exercised by members of their profession, shall use reasonable diligence and best judgment while performing the Services, and shall comply with all applicable laws and regulations.

6. Identity of Subcontractors and Sub-Consultants. No subcontractors shall be used.
7. Subcontractor Provisions. Not applicable.
8. Power to Act on Behalf of City. Consultant shall not have any right, power, or authority to create any obligation, express or implied, or make representations on behalf of City except as may be expressly authorized in advance in writing from time to time by City and then only to the extent of such authorization.
9. Record Keeping; Reports. Consultant shall keep complete records showing the type of Services performed. Consultant shall be responsible and shall require its subcontractors to keep similar records. City shall be given reasonable access to the records of Consultant and its subcontractors for inspection and audit purposes. Consultant shall provide City with a working draft of all reports and five (5) copies of all final reports prepared by Consultant under this Agreement.
10. Ownership and Inspection of Documents. All data, tests, reports, documents, conclusions, opinions, recommendations and other work product generated by or produced for Consultant or its subcontractors, employees, volunteers or agents in connection with the Services, regardless of the medium, including written proposals and materials recorded on computer discs ("Work Product"), shall be and remain the property of City. City shall have the right to use, copy, modify, and reuse the Work Product as it sees fit. Upon City's request, Consultant shall make available for inspection and copying all such Work Product and all Work Product shall be turned over to City promptly at City's request or upon termination of this Agreement, whichever occurs first. This obligation shall survive termination of this Agreement and shall survive for four (4) years from the date of expiration or termination of this Agreement.
11. Confidentiality. All data, reports, conclusions, opinions, recommendations and other Work Product prepared and performed by and on behalf of Consultant in connection with the Services performed pursuant to this Agreement shall be kept confidential and shall be disclosed only to City, unless otherwise provided by law or expressly authorized by City. Consultant shall not disclose or permit the disclosure of any confidential information acquired during performance of the Services, except to its agents, employees and subcontractors who need such confidential information in order to properly perform their duties relative to this Agreement. Consultant shall also require its subcontractors, employees, volunteers or agents to be bound to these confidentiality provisions.
12. City Name and Logo. Consultant shall not use City's name or insignia, photographs relating to the City projects for which Consultant's services are rendered, or any publicity pertaining to the Consultant's services under this Agreement in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of City.

13. Conflicts of Interest. Consultant warrants that neither Consultant nor any of its employees have an interest, present or contemplated, in the Services. Consultant further warrants that neither Consultant nor any of its employees have real property, business interests or income that will be affected by the Services. Consultant covenants that no person having any such interest, whether an employee or subcontractor, shall perform the Services under this Agreement. During the performance of the Services, Consultant shall not employ or retain the services of any person who is employed by the City or a member of any City Board or Commission.

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

15. City Right to Employ Other Consultants. This Agreement is non-exclusive with Consultant. City reserves the right to employ other consultants in connection with the Services.

16. Termination of Agreement. This Agreement shall terminate upon completion of the Services, or earlier as set forth in **Exhibit A.**

Upon receipt of a termination notice (or completion of this Agreement), Consultant shall: (i) promptly discontinue all Services affected (unless the notice directs otherwise); and (ii) deliver or otherwise make available to the City, without additional compensation, all data, documents, procedures, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Consultant in performing this Agreement, whether completed or in process. Following the termination of this Agreement for any reason whatsoever, City shall have the right to utilize such information and other documents, or any other works of authorship fixed in any tangible medium of expression, including but not limited to written proposals, data magnetically or otherwise recorded on computer disks, or other writings prepared or caused to be prepared under this Agreement by Consultant. Consultant may not refuse to provide such writings or materials for any reason whatsoever.

17. Insurance. Consultant shall satisfy the insurance requirements set forth in **Exhibit B.**

18. Indemnity and Defense. Consultant hereby agrees to indemnify, defend and hold the City, City Council members, employees, volunteers, agents and city officials harmless from and against all claims, demands, causes of action, actions, damages, losses, expenses, and other liabilities (including without limitation reasonable attorney fees and costs of litigation) of every nature arising out of or in connection with actual acts, errors, omissions or negligence of Consultant or its subcontractors, employees, volunteers or agents relating to the performance of Services described herein.

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

20. Form and Service of Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be delivered to, served upon, or given to either party to this Agreement by the other party shall be in writing and shall be deemed properly delivered, served or

given by one of the following methods:

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

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

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

d. Delivery by deposit in the United States mail, first class postage prepaid. Service shall be deemed delivered seventy-two (72) hours after deposit.

21. Entire Agreement. This Agreement, including the attachments, represents the entire Agreement between City and Consultant and supersedes all prior negotiations, representations or agreements, either written or oral, with respect to the subject matter herein. This Agreement may be amended only by written instrument signed by both City and Consultant.

22. Successors and Assigns. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

23. Authority. The signatories to this Agreement warrant and represent that they have the legal right, power, and authority to execute this Agreement and bind their respective entities.

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

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

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

27. Third Party Beneficiaries. Nothing in this Agreement shall be construed to confer any rights upon any party not a signatory to this Agreement.

28. Execution in Counterparts. This Agreement may be executed in counterparts such that the signatures may appear on separate signature pages. A copy or an original, with all signatures

appended together, shall be deemed a fully executed Agreement.

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

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

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

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

CONSULTANT

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

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

CITY OF LEMOORE

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

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

Party Identification and Contact Information:

City of Lemoore  
Attn: City Manager  
711 Cinnamon Dr.  
Lemoore, CA 93245  
(559) 924-6700

December 4, 2025

Office of the City Clerk  
City of Lemoore  
711 W. Cinnamon Dr.  
Lemoore, CA 93245

Re: Request for Proposal – Comprehensive Fee Study

To whom this may concern:

The following pages constitute the proposal of Interstate Gas Services, Inc. (DBA IGService and IGS), to various comprehensive fee studies for City of Lemoore. This proposal follows the outline of the Request for Proposals dated July 2025, issued on October 31, 2025.

IGS acknowledges receipt of Addendum 1, issued November 19, 2025, and Addendum 2, issued November 24, 2025.

Per your request, the terms of this proposal are valid for 90 days.

IGS has no past or present pending litigation.

IGS will not use subconsultants or subcontractors.

Thank you for your past business. As principal consultant for IGS, I hope to continue serving City of Lemoore.

Sincerely,



Dan Bergmann, P.E.  
President  
Cell: 925-899-2578  
[dan@igservice.com](mailto:dan@igservice.com)

15 Shasta Lane, Walnut Creek, CA 94597



**Proposal of IGService  
to perform  
Comprehensive Fee Studies  
for  
City of Lemoore**

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**Proposal of IGService  
to perform  
Comprehensive Fee Studies  
for  
City of Lemoore**

**Background**

**Key Personnel:** Dan Bergmann, P.E.  
President and Principal Consultant

Business information: Interstate Gas Services, Inc. (DBA IGService and IGS)  
A California Corporation  
15 Shasta Lane  
Walnut Creek, CA 94597

**Federal Tax ID:** 72-1520442

**Contact:** Email: [dan@igservice.com](mailto:dan@igservice.com)  
Cell: 925-899-2578

Dan Bergman (hereinafter "I") will perform all the work done. I purchased IGS in 2001 and quickly diversified services beyond natural gas consulting. Today, my exclusive focus is small to medium-sized utilities, providing consulting support for enterprise fund operations, both financial and some physical system problem solving. I have been providing quality work to clients for almost 25 years. I continue to serve almost all prior clients.

Regarding credentials, in addition to being a licensed mechanical engineer, I have been trained in the cost-of-service rate-setting methodology endorsed by the American Water Works Association. This is a comprehensive and powerful Excel-based tool that mathematically considers many cost factors of an enterprise fund. Once the model is set up, it can be used again for subsequent work by simply updating the input, and this tool will be provided to City of Lemoore for staff use. My resume is included as Attachment 1.

**Approach/Methodology**

IGS understands this work involves extensive analysis of the financial status of specific city funds, close coordination with city staff, flexibility in approaches, and thoughtful presentation to elected officials and the public. IGS is uniquely qualified to perform this work because of extensive experience with financial analysis and rate studies in smaller communities, and



because of experience already working for the city of Lemoore. As principal consultant, I know Lemoore's operations well and have outstanding relationships with Lemoore's staff. The solid waste rate study just completed was well received by the city council and was completed using only 60 percent of the budgeted cost for the work.

The following summarizes my approach and philosophy:

- My process is open, and my work is your property. To the extent that your staff or elected officials are interested, I am pleased to share details with them. I will provide you with a copy of the Excel workbooks used to do the cost-of-service calculations and create the rate tables such that you are able to use them.
- I am involved in all aspects of the work. This means that when I am presenting results to your city council for approval, they are getting them firsthand. I do all the background calculations and know the results better than anyone.
- You will see me often during the process. Though I will do most analysis work and most report writing work from my office, I will want to do data gathering and processing work in person with your staff. Without exception, I have always found this approach helpful in moving through the myriads of questions necessary to organize billing data and financial information. This also helps to gain a better sense of priorities for the study and for the community. (I will visit more often than identified specified when I am already working in the area.)
- I will likely identify other issues that need attention that are beneficial to the City. Examples: Cost effectiveness of outsourced water services. Discoveries of customer billing errors due to incorrect rate application or meter multiplier errors. Valuation of lost and unaccounted-for water. Appropriate meter reading technology and efficiency. Improved billing presentation. Support planning for capital improvement projects. Generally, opportunities for improved efficiency.
- My presentations are user friendly. My slides are visually easy, mostly charts, graphs, and pictures. When I present a table, I quickly point at only a few numbers that are important. My presentations are typically around 20 minutes long.
- Communication with the media and customers is important. Because no one wants higher bills, education is critically important. Beyond education, many people simply want to be heard and understood. Interacting with the public is greatly fulfilling in my work.



## **Multiple Projects**

Based on my understanding of the City's present needs, I have provided scope and budget proposals for four projects, listing in priority, as follows.

- 1) General government cost allocation study
- 2) Wastewater rate study
- 3) Water rate study
- 4) Update of master fee schedule, including building permitting and planning fees

Scope and budget for each of these are shown in detail in Attachments 2, 3, 4, and 5. To the extent other work is requested, an appropriate scope and budget can be agreed upon and provided for the city.

## **Common Approach to All Projects**

Though the projects are separate, a common approach will be used for all of them based on the four numbered steps below. Details of each individual approach are shown in the attachments.

1. **Research and Data Acquisition.** Analysis of approved fees/rates, analysis of billing and accounting reporting and meetings with staff to clearly understand existing conditions.
2. **Historical and Projected Services and Expenses.** Create at least three years of historical revenues and expenses for each project area. (In the case of the general government allocations, this would be the historical cost allocation.) The historical data provides the foundation for projected revenues and expenses. Then, working extensively with staff, determine projected services and expenses in each area over a five-year planning period. For the water and wastewater enterprises, the biggest challenge will be determination of capital project work needed that must be funded from rates instead of available grants. If bond funding is needed, anticipated bond payment costs must be included.
3. **Cost-of-Service Modeling.** The cost-of-service analyses, primarily for water and wastewater are the heart of the rate study work. For water and wastewater rate setting, the cost-of-service modeling assures each customer class is assigned costs equitably, and it demonstrates required compliance with Proposition 218. For general cost allocation and all other user fees, cost-of-service analysis still matters even though the requirements of Proposition 218 do not apply. It is important to know the actual cost burden on city departments of the services provided. However, because non-utility services are within the city's general fund, policies may allow for some services to be provided on a basis other than strict cost of service. Each exception must be considered individually.
4. **Resetting Fees/Rates.** Ideally, water and sewer rates can increase incrementally over the five-year period. However, if either enterprise has a negative fund balance or net



negative cash flow, it will be necessary to set revenue and rates initially to at least cover expenses, to “stop the bleeding.” Where the enterprise funds have a five-year planning period for rates, general user fees can be reset, then tied to a consumer price index, as they are now. When resetting user fees, it is also important to consider what a reasonable cost is for the public to pay. For example, though in some situations an animal license may take extra time by a city employee, causing the internal cost to be more than the one-year license fee of \$15.56, the cost must be kept low to encourage residents to obtain the licenses. It is also important to keep rate structures straightforward for ease of administration by city staff and understanding by the public.

5. **Presentation to City Council and the Public.** For most people rate setting is uninteresting, however, no one likes city fees and rates to increase. Accordingly, it is important for the written rate studies to be logical and concise, and, more important, for presentations to the city council and the public to be understandable, without excessive detail. Most important is credible support for increased fees and rates when increases are necessary. This communication is a favorite part of my work since I have done all the background work to get to the point of public presentation.
6. **Post Approval.** Based on my experience, it is important to validate that revised fees/rates have been implemented into the billing systems as intended in the rate study work. Implementation errors can occur because revised rates are intended to be applied differently to customer accounts, or simply because the person doing input does not understand the rates. Accordingly, in the first month of implementation, my practice is to confirm that the rates are set properly in the billing system by checking the revised billing amounts in each rate class, as appropriate. Further, after one year, I confirm the new revenue generated is consistent with the projections in the rate study modeling.

### **Project Schedule and Schedule Control**

For 2026, considering the multiple studies involved, Lemoore would be my priority amongst clients in the area. A reasonable goal would be to finish all the proposed studies within 2026. Priorities to focus on first can be established with staff; however, it would make sense to start with general cost allocation, as that result will impact the cost burden to the other funds.

Regarding schedule control, specifically managing progress of multiple projects, this will be done through close coordination with staff. A key to success will be to sequence the work starting with general cost allocation, as mentioned above, but also to proceed such that staff and city council are not overwhelmed with too many changes at the same time, especially rate and fee increases. The following schedule shows completion by August first, however, allowing for delay, completion would still be within 2026.



January 6	City Council approval of service agreement
January 27 – 28	At Lemoore: Follow up on data. Begin discussions on historical revenue and expense levels and trending. Particular focus on general cost allocation.
February 10 – 11	At Lemoore: Begin work on projected enterprise expenses with focus on capital projects. Preliminary results on general cost allocation. Feedback from staff.
By February 28	Complete general cost allocation work.
March 16 – 17	At Lemoore: Focus on User Fees. Meetings with building and planning staff (if not already done).
March 17	Presentation of general cost allocation results to City Council. Preliminary results of water and wastewater to City Council in workshop format. Focus on impact of capital needs.
April 6 – 7	At Lemoore: Work on User Fees
April 7	Second workshop for water and wastewater with City Council if needed.
April 14	Draft of water and wastewater study written reports to staff for review.
May 4 - 5	At Lemoore: Work on User Fees.
May 5	Presentation to City Council of proposed water and wastewater rates and request to issue Proposition 218-compliant rate notice (assuming rate increase needed).
By May 31	Water and wastewater increase notices issued
June 2 -3	At Lemoore: As needed to finish User Fees
By June 5	Post Rate Hearing notice for User Fees
June 16	Presentation to City Council of Updated User Fees. Request for approval.
July 1	Revised User Fees effective (in place of annual CPI increase)
July 21	Water and wastewater City Council Rate Hearing
August 1	New Water and wastewater rates become effective

After implementation:

- |           |   |
|-----------|---|
| One month | Confirm rates properly implemented in billing system.             |
| One year  | Confirm annual revenue is consistent with rate study projections. |



## References and Relevant Project Experience

The following are relevant projects. I was the principal consultant for all the work. All my work has passed the Proposition 218 protest process, and it has all been approved by the city councils and boards. City of Lemoore personnel may contact the identified representatives below. Various projects for Lemoore are shown first.

### City of Lemoore

#### Projects previously completed for the City of Lemoore:

- i. Water Rate Study dated June 17, 2016
- ii. User Fee Study dated June 7, 2017
- iii. Solid Waste Rate Study dated December 5, 2019
- iv. User Fee Study update November 2020
- v. Solid Waste Rate Study dated October 28, 2025

### City of Sanger

#### 2023 Water and Wastewater Rate Study dated April 6, 2023

This project involved extensive mediation with a large food processing customer because of cost allocation shifts for both water and wastewater from residential to industrial. The agreement for this work was fully executed in April 2022. Implementation was slowed by communication with customers due to the dramatic shifts in cost. This work was also followed by a successful refuse rate study completed in January 2025.

Contact: Nathan Olson  
City Manager  
Email: [nathan.olson@ci.sanger.ca.us](mailto:nathan.olson@ci.sanger.ca.us)  
Cell: 559-423-3749

### City of Parlier

#### 2025 Water Rate Study (in progress)

This study is to update rates for the next five years and to re-introduce tiered rates to single-family homes as an option for the city council to consider. This Agreement was fully executed in July 2025.

#### 2021 Water Rate Study dated June 7, 2021

Rate increases in this study were driven by the new costs of participation in the Sustainable Ground Water Management Act and by new costs for 1,2,3-TCP removal.

#### 2018 Sewer and Solid Waste Rate Study dated April 12, 2018

This study required substantial revisions to both the refuse and sewer rates as the existing rates had been in place for many years, and they were not based on cost of service.



#### 2015 Water Rate Study dated October 12, 2015

This project involved extensive, proactive communication with single-family customers to educate about increasing bills in association with rate study.

Contact: Alma Beltran  
Mayor of City of Parlier  
Email: [abeltran@parlier.ca.us](mailto:abeltran@parlier.ca.us)  
Cell: 559-356-9889

#### **City of Susanville**

#### 2024 Water Rate Study dated June 28, 2024

Susanville's water rates are unique in that the city has seasonal rates, higher in the summer and lower in the winter. Susanville itself is unique because of its remote location in Northeastern California, and because much of its water supply flows freely from mountainside springs. I also completed the most recent natural gas rate study for Susanville in 2020 and have been serving Susanville since 2004, focused initially on natural gas. The specific agreement for the water rate study was executed in April 2022. The rate study progress was purposely slowed by mutual agreement between the City and IGS.

Contact: Dan Newton  
City Manager  
City of Susanville  
Email: [dnewton@cityofsusanville.org](mailto:dnewton@cityofsusanville.org)  
Cell: 530-310-4168

#### **City of Corcoran**

#### 2024/25 Transition to Metered Billing and Water Rate Study (in progress)

This follows the previous rate with written report dated July 6, 2016. The 2016 rate study required extensive communication with the state prison because of cost-of-service shifting from other customers to the prison, similar to the situation above with Sanger. Preparing for the 2025 rate study, I am supporting city staff by communicating with flat-rate customers who will receive much higher bills from metering. My role is data analysis to find high users, then to prepare the mail merge files and letters for city staff to mail. Letters have been sent over each of three recent billing cycles to approximately 200 customers each time. The goal is that customers are informed and not surprised. Implementation of metered rates will occur this Fall. The rate study work will occur into winter to determine new metered rates, as needed. This work is covered by an ongoing agreement with City of Corcoran.



Other Corcoran Work Completed:

- i. 2019 User Fee Study
- ii. 2018 Wastewater and Solid Waste Rate Study
- iii. 2016 General Cost Allocation Study

Contact: Greg Gatzka  
City Manager  
City of Corcoran  
Email: [greg.gatzka@cityofcorcoran.ca.gov](mailto:greg.gatzka@cityofcorcoran.ca.gov)  
Cell: 559-903-4414

**Del Rey Community Services District**

Water, Sewer, and Refuse Rate Study dated December 21, 2023

This agreement was executed in September 2023. Similar to the Biola study that follows, this study required patient communication with staff, its Board of Directors, and the community. Del Rey and Biola are small farming communities with many low-income residents. Gaining trust and establishing credibility were key to success in these studies.

Contact: Maria Reyna  
General Manager  
Del Rey Community Services District  
Email: [drscd@pacbell.net](mailto:drscd@pacbell.net)  
Office: 559-258-4858

**Biola Community Service District**

Water and Sewer Rate Study dated April 24, 2024

This work was like Del Rey, as discussed above. The agreement was executed in February 2024. Though the rate study was fully approved by the board, unfortunately, all three office staff have resigned since. However, you may reach Carmen Zamora.

Contact: Carmen Zamora  
Interim General Manager  
Biola Community Services District  
Email: [Carmen.Zamora@biolacs.org](mailto:Carmen.Zamora@biolacs.org)  
Office: 559-843-2657



## Cost Proposal/Fee Schedule

Budgeted costs for each of the four identified studies are summarized below and shown in detail in the attachments. The budgets are presented as though each project would be done separately. If the projects are overlapped, travel costs will be reduced significantly and meeting time with staff can be used more efficiently, covering aspects of each study in combined meetings. Overall cost is estimated to be reduced 10 percent if all four projects are included.

<u>Study</u>	<u>Not-to-Exceed Budget</u>	<u>Attachment</u>
General Cost Allocation	\$29,800	2
Wastewater Enterprise	\$33,800	3
Water Enterprise	\$37,200	4
User Fees (Master Fee Schedule)	<u>\$40,200</u>	5
Total Not-to-Exceed (Individual projects)	\$141,000	
Estimated reduction if all four projects included	<u>-\$14,100</u>	10% reduction
<b>Total Not-to-Exceed all four projects included</b>	<b>\$126,900</b>	

The billing rate for all work during 2026 is \$225 per hour. This billing rate includes all indirect costs, but not travel costs, which are identified separately in each proposal. Travel costs are prorated when trips to Lemoore are combined with work for other clients. Detailed billing statements will be provided each month in the same format as the proposed budgets, showing the dates of days worked, the hours worked, and the tasks accomplished. To the extent, administrative support is used within IGS (editing, proofreading, research), associated costs are included in the hourly billing rate.

## Insurance Coverage

IGS' insurance coverage is already on file with City of Lemoore. IGS coverage shall be maintained during term of its work for City of Lemoore. Evidence of coverage may be requested and shall be provided at any time.

**DAN BERGMANN, P.E.**  
**Principal**

*IGService*  
[www.igservice.com](http://www.igservice.com)

## SUMMARY OF QUALIFICATIONS

Mr. Bergmann, principal consultant, upholds a long tradition of providing valued services to clients. His extensive experience in the energy and utility industry, combined with his analytic and communication skills, uniquely enables him to guide and perform the specialized services of IGS, a company that is focused primarily on management services and expert consulting for the government sector, utilities, higher education, and large end-users.

**IGS**  
(Since 2001)

**Cost of Service Rate Studies:** Prepared water, natural gas, sewer, and refuse enterprise cost of service rate studies using methodology endorsed by the American Water Works Association (AWWA). This methodology assigns customers with similar profiles to rate classes, then allocates costs to each rate class based on the operating costs unique to each group. The open architecture approach using the AWWA Excel format is flexible and fully transparent. (Cities of Vernon, Coalinga, Parlier, Lemoore, Sanger, Corcoran, Del Rey Community Services District, and more).

**Enterprise Fund Analysis:** Evaluated all aspects of municipal enterprise funds: Procurement, unaccounted-for, metering, rates, billing, overhead expenses, capital improvement needs, system safety, organizational structure, and marketing efforts. (Cities of Vernon, Coalinga, Susanville, Corcoran, Parlier, Sanger, Hanford, Lemoore, Mid-Peninsula Water District, Bay Area Water Supply and Conservation Agency.)

**Bond Disclosure and Dissemination:** In conjunction with other services to clients, provided annual bond disclosure research, report building, and dissemination to bond holders though the Electronic Municipal Market Access (EMMA) on-line platform.

**Expert Witness-Related:** Conducted extensive research, including data analysis and modeling for government, private sector and healthcare clients regarding issues around natural gas and electricity transactions between client and suppliers. Have testified in natural gas related proceedings at the CPUC.

**Natural Gas System Pipeline Safety Compliance:** Supported ongoing compliance efforts with Pipeline Hazardous Materials Safety Administration (PHMSA) for Cities of Coalinga and Vernon. Designed and managed all aspects of transmission pipe in-line safety assessment for Vernon including modification of pipe, construction of launcher and receiver, and actual testing with in-line instruments.

**Commission Gas Distribution System:** For City of Vernon, developed and implemented methodology to displace air from 44 miles of distribution system first with nitrogen, and then with natural gas. Developed natural gas rate structure and wrote gas tariff. Provided ongoing support as new customers connected to Vernon's gas system.

**Procurement Consulting:** Advised clients on the state of gas market and conducted market research to support procurement decisions. Past and present clients include cities of Susanville, Coalinga, Livingston, Vernon, Palo Alto, and Roseville Electric, Sutter Hospitals, USS POSCO, and Association of Bay Area Governments.

**DAN BERGMANN, P.E.**  
**Principal**

*IGService*  
[www.igservice.com](http://www.igservice.com)

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### PROFESSIONAL HISTORY PRIOR TO IGS

#### **Enron Energy Services, San Ramon, CA**

**Account Management Director, 1999 - 2001.** Focused on specific customers to improve relationships and generate additional business.

- Created a deal comparison model that enabled Lockheed Martin to objectively evaluate proposal to restructure its existing \$20 million per year Enron electric deal
- Succeeded in a six-month intensive effort to improve a complex electronic billing system associated with service to Pacific Bell

**Natural Gas and Major Account Sales, 1993 - 1999.** Promoted long-term energy out-source alliances including natural gas and electric sales.

- Effectively promoted energy infrastructure outsourcing
- Natural gas account management for 150 gas customers in the Northern California

#### **Redwood Resources, 1990 - 1993. Natural Gas Operations Manager**

- Designed and implemented innovative gas scheduling software
- Testified before the California Public Utilities Commission in PG&E's 1992 BCAP

#### **Pacific Gas & Electric Company, 1983 - 1990. Various Positions**

- Conducted energy efficiency surveys for large industrial and commercial customers
- Negotiated and administered PG&E's natural gas purchase and transport agreements
- Analyzed PG&E's natural gas regulatory policies for utility commission compliance

### EDUCATION / CREDENTIALS

**Professional Engineer, Mechanical (License M37063)**  
State of California, May 2014

**Financial Management: Certified Cost of Service Rate Setting**  
American Water Works Association, November 2009

**Certified Energy Manager**  
Association of Energy Engineers, June 2003

**University of California, Berkeley**  
BA Physical Science, 1982. Emphasis: Thermodynamics and Energy Technology

**Attachment 2: General Cost Allocation Budget**

<b>IGS Estimated Budget for General Cost Allocation Study for City of Lemoore</b>				
<b>Labor</b>		<b>Hrs.</b>	<b>Rate</b>	<b>Total</b>
	Compilation of existing general cost allocations of city executive management costs, human resources costs, legal costs, IT costs, auditing costs, city hall overhead costs, and any other general costs that are allocated to enterprise and other funds to which services are provided.	12		
	Build Excel-based model that is user-friendly for the City's future use to allocation all general overhead costs to source funds within the City.	12		
	Interviews and meeting time with City Staff to determine appropriate cost allocations based on services provided and equitable allocation of other costs, such as City Hall.	24		
	Populate model based on interviews and data collected. Compare to existing allocations. Meetings with executive management regarding reasonableness of changes needed.	12		
	Iterations of allocations	12		
	Report writing	24		
	Council slide preparation and presentation at City Council	6		
<b>Total Billing Hours</b>		<b>102</b>	<b>\$225</b>	<b>\$22,950</b>
<b>Travel Expenses*</b>				
Trip 1	Visit 1		\$1,034	
Trip 2	Visit 2		\$1,034	
Trip 3	Visit 3		\$1,034	
Trip 4	Visit 4		\$1,034	
<b>Total Travel Expenses</b>				<b>\$4,136</b>
<b>Total Estimated Budget (rounded)</b>				<b>\$27,100</b>
	Contingency		10%	\$2,710
<b>Total Not-to-Exceed Amount (Rounded) **</b>				<b>\$29,800</b>
* Travel Expense Detail (To be pro-rated when other work/customers visited)				
	Driving Time	8	\$75	\$600
	Mileage	406	\$0.70	\$284
	Lodging per night, if needed, not to exceed			\$150
	Combined driving, mileage, lodging (rounded)			\$1,034
** Some tasks may take more time, and some less. The maximum cost for work shall be determined by the Total Not-to-Exceed Amount.				

**Attachment 3: Wastewater Rate Study Budget**

<b>IGS Budgeted Cost for Wastewater Rate Study for City of Lemoore</b>				
<b>Labor</b>		<b>Hrs.</b>	<b>Rate</b>	<b>Total</b>
	Visit #1: Initial meeting time and collection of data and accounting reports for study.	6		
	Review existing wastewater rates	4		
	Create Revenue, Expense, and Fund Balance history to include last three years (minimum) of operation consistent with audited financials and accounting reports otherwise. Determine available vs restricted cash.	8		
	Visit #2: Meetings, communication, and coordination with staff and engineering support to determine five-year CIP planning for wastewater.	6		
	Prepare five year projections of expenses, including anticipated CIP. Work with staff regarding projected increases. Deliverable will provide workbooks showing revenue requirement projections.	8		
	Process and segment detailed individual wastewater customer billing data for the last full fiscal year. Confirm consistency with financial reports.	12		
	Create cost-of-service model for wastewater. Confirm model using existing billing and revenue results. Special attention to industrial customers such as Lepriño Foods regarding wastewater billing.	18		
	Visit #3: Follow up visit for clarification of data and apparent results. Discuss potential approaches to revenue and rates.	6		
	Create rate options meeting the revenue requirements. Show that rate model generates needed revenue in the test year. Provide comparison to old rates, and cost differences. Update antiquated wastewater rates.	12		
	Provide wastewater rate comparisons to nearby communities	2		
	Report writing	24		
	Visit #4: Council slide preparation and presentation at City Council Meeting. Request authorization for staff to issue Prop 218 notice	4		
	Provide Prop 218 notice support and staff report support	2		
	Visit #5: Rate Hearing following 45 day notice: Council slide preparation and presentation at City Council	6		
<b>Total Billing Hours</b>		<b>118</b>	<b>\$225</b>	<b>\$26,550</b>
<b>Travel Expenses*</b>				
Trip 1	Visit 1		\$1,034	
Trip 2	Visit 2		\$1,034	
Trip 3	Visit 3		\$1,034	
Trip 4	Visit 4		\$1,034	
<b>Total Travel Expenses</b>				<b>\$4,136</b>
<b>Total Estimated Budget (rounded)</b>				<b>\$30,700</b>
	Contingency		10%	\$3,070
<b>Total Not-to-Exceed Amount (Rounded) **</b>				<b>\$33,800</b>

* Travel Expense Detail (To be pro-rated when other work/customers visited)				
	Driving Time	8	\$75	\$600
	Mileage	406	\$0.70	\$284
	Lodging per night, if needed, not to exceed			\$150
	Combined driving, mileage, lodging (rounded)			\$1,034
** Some tasks may take more time, and some less. The maximum cost for work shall be determined by the Total Not-to-Exceed Amount.				

## Attachment 4: Water Rate Study Budget

<b>IGS Budgeted Cost for Water Rate Study for City of Lemoore</b>				
<b>Labor</b>		<b>Hrs.</b>	<b>Rate</b>	<b>Total</b>
	Visit #1: Initial meeting time and collection of data and accounting reports for study.	6		
	Review existing water rates	4		
	Create Revenue, Expense, and Fund Balance history to include last three years (minimum) of operation consistent with audited financials and accounting reports otherwise. Determine available vs restricted cash.	8		
	Visit #2: Meetings, communication, and coordination with staff and engineering support to determine five-year CIP planning for water. This will include assessment of current status of water, especially with regard to work-in-progress on the water system.	8		
	Prepare five year projections of expenses, including anticipated CIP. Work with staff regarding projected increases. Deliverable will provide workbooks showing revenue requirement projections.	12		
	Create cost-of-service models for water. Confirm both models using existing flow and revenue results.	18		
	Process and segment detailed individual water customer billing data for the last full fiscal year. Confirm consistency with financial reports.	12		
	Review water system balance and unmetered or unmeasured accounts: Water metered in vs water metered out. Analyze for metering and billing problems.	6		
	Visit #3: Follow up visit for clarification of data and apparent results. Discuss potential approaches to revenue and rates.	6		
	Create rate options meeting the revenue requirements for water. Show that rate model generates needed revenue in the test year. Provide comparison to old rates, and cost differences.	12		
	Provide water rate comparisons to nearby communities	2		
	Report writing	24		
	Visit #4: Council slide preparation and presentation at City Council Meeting. Request authorization for staff to issue Prop 218 notice	6		
	Provide Prop 218 notice support and staff report support	2		
	Visit #5: Rate Hearing following 45 day notice: Council slide preparation and presentation at City Council	6		
<b>Total Billing Hours</b>		<b>132</b>	<b>\$225</b>	<b>\$29,700</b>
<b>Travel Expenses*</b>				
Trip 1	Visit 1		\$1,034	
Trip 2	Visit 2		\$1,034	
Trip 3	Visit 3		\$1,034	
Trip 4	Visit 4		\$1,034	
<b>Total Travel Expenses</b>				<b>\$4,136</b>
<b>Total Estimated Budget (rounded)</b>				<b>\$33,800</b>
	Contingency	10%	\$3,380	

<b>Total Not-to-Exceed Amount (Rounded) **</b>			<b>\$37,200</b>
* Travel Expense Detail (To be pro-rated when other work/customers visited)			
Driving Time	8	\$75	\$600
Mileage	406	\$0.70	\$284
Lodging per night, if needed, not to exceed			\$150
Combined driving, mileage, lodging (rounded)			\$1,034
** Some tasks may take more time, and some less. The maximum cost for work shall be determined by the Total Not-to-Exceed Amount.			

**Attachment 5: User Fee Study Budget**

<b>IGS Estimated Budget for User Fee Study for City of Lemoore</b>				
<b>Labor</b>		<b>Hrs.</b>	<b>Rate</b>	<b>Total</b>
	Meeting time with staff. Gathering/review of finance reports. Begin evaluation of costs to be assigned to fees. Then move through specific fee areas as follows below.	10		
	1. Planning Department: Project & Administration Fees. (46 existing fees)	20		
	2. Building Permitting and Inspection: Project-Specific Fees (25 fees)	20		
	3. Public Works: Activity Fees (10)	10		
	4. Police Department: Activity Fees (48)	10		
	5. City Hall / Finance Dept: Activity Fees (25)	10		
	6. Fire Department: Activity Fees (9)	10		
	7. Facility Rental Fees (33)	10		
	Benchmarking other cities' fees, comparison table, and general spreadsheet support	10		
	Formal Report preparation and writing	24		
	City Council Slide Preparation and Presentation	10		
<b>Total Billing Hours</b>		<b>144</b>	<b>\$225</b>	<b>\$32,400</b>
<b>Travel Expenses*</b>				
Trip 1	Visit 1		\$1,034	
Trip 2	Visit 2		\$1,034	
Trip 3	Visit 3		\$1,034	
Trip 4	Visit 4		\$1,034	
<b>Total Travel Expenses</b>				<b>\$4,136</b>
<b>Total Estimated Budget (rounded)</b>				<b>\$36,500</b>
	Contingency		10%	\$3,650
<b>Total Not-to-Exceed Amount (Rounded) **</b>				<b>\$40,200</b>
* Travel Expense Detail (To be pro-rated when other work/customers visited)				
	Driving Time	8	\$75	\$600
	Mileage	406	\$0.70	\$284
	Lodging per night, if needed, not to exceed			\$150
	Combined driving, mileage, lodging (rounded)			\$1,034
** Some tasks may take more time, and some less. The maximum cost for work shall be determined by the Total Not-to-Exceed Amount.				



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## Staff Report

**Item No: 4-7**

**To:** Lemoore City Council  
**From:** Marissa Trejo, City Manager  
**Date:** December 29, 2025      **Meeting Date:** January 6, 2026  
**Subject:** Summary of Grant Activity and Outcomes

**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:**

Information only.

**Subject/Discussion:**

Attached is a memo providing a summary of grant related activities and accomplishments completed by Townsend Public Affairs (TPA) and the City of Lemoore (City) from December 2024 through December 2025.

**Financial Consideration(s):**

N/A

**Alternatives or Pros/Cons:**

N/A

**Commission/Board Recommendation:**

N/A

**Staff Recommendation:**

Information only.

Attachments:

Review:

Date:

Resolution:  
 Ordinance:  
 Map  
 Contract  
 Other: Grant Summary

City Attorney 12/30/2025  
 City Clerk 12/29/2025  
 City Manager 12/29/2025  
 Finance

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## MEMORANDUM

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**To:** **City of Lemoore**

**From:** **Townsend Public Affairs**

Christopher Townsend, President  
Spencer Street, Senior Associate  
Jake Leischner, Associate

**Date:** December 29, 2025

**Subject:** **Summary of Grant Activity and Outcomes**

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### **Overview**

The purpose of this memo is to provide a summary of grant related activities and accomplishments completed by Townsend Public Affairs (TPA) and the City of Lemoore (City) from December 2024 through December 2025.

Over the past year, TPA has served as a dedicated strategic partner to the City, providing comprehensive grant identification, funding strategy, and grant writing services. Through a close working relationship with City leadership and staff, TPA has played a key role in advancing the City's funding goals by identifying high-priority projects and aligning them with appropriate state, and federal funding opportunities.

### **Grant Identification and Submission**

TPA has led the development and submission of multiple competitive grant applications, on behalf of the City. Each month, TPA delivers a comprehensive funding opportunity report, identifying active and upcoming grant solicitations for which the City is eligible. This document serves as a key decision-making tool, enabling City leadership to stay informed and proactive in pursuing external funding.

TPA collaborates closely with City staff to review these opportunities, offering expert guidance on program eligibility, technical requirements, evaluation criteria, and strategic positioning. This consultation ensures that the City can make fully informed decisions about which opportunities align best with its priorities and resources. Once a project receives internal approval, TPA manages the grant application process from end to end - handling everything including initial narrative development, budget planning, drafting and securing letters of support, community outreach assistance, compliance checks and final submission.

A detailed list of all grant applications submitted under this contract, along with their current status and outcomes, is provided below:

Agency & Grant Program	Project Name	Submission Date	Request	Status
California Highway Patrol  <b>Cannabis Tax Fund Grant Program</b>	DUI Checkpoints	2/23/2025	\$11,622.96	<b>Awarded \$11,622.96</b>
American Association of Retired Persons  <b>AARP 2025 Community Challenge</b>	Senior Apartment Sidewalk Resurfacing	3/5/2025	\$25,000.00	Not Awarded
California Volunteers  <b>#CaliforniansForAll Youth Service Corps</b>	Lemoore Service Corps	3/21/2025	\$1,784,085.00	Not Awarded
Gary Sinise First Responders Foundation  <b>First Responders Grant Program</b>	New Ready Vests and Associated Equipment  <i>Police Department</i>	4/10/2025	\$30,907.62	Not Awarded
Walmart Spark Good Local Grants Program	Youth Sports Equipment	6/25/2025	\$5,000.00	Not Awarded
T-Mobile Hometown Grant Program	Restoring the Arbor Depot: A Place for Community and Entrepreneurship	6/26/2025	\$50,000.00	<i>Pending</i>

U.S. Department of Defense  <b>Defense Community Infrastructure Program</b>	North Lemoore Sewer Project	7/3/2025	\$8,080,846.00	Not Awarded
National Endowment for the Arts  <b>Grants for Arts Projects: Our Town</b>	Epic Community Art Experience	7/29/2025	\$90,000.00	<i>Pending</i>
Gary Sinise First Responders Foundation  <b>First Responders Grant Program</b>	New Turnouts and Boots  <i>Fire Department</i>	10/16/2025	\$29,928.11	<i>Pending</i>

### In-Progress and Anticipated Grant Applications

TPA and the City continue to collaborate on drafting several grant applications and identifying competitive projects for upcoming funding programs. Below is a list of applications that are currently in development.

Agency & Grant Program	Project for Consideration	Submission Deadline	Status
California Energy Commission  <b>CALEVIP Fast Charge California Project (FCCP-1)</b>	Publicly Accessible EV Charging Ports	1/29/2026	<i>In-Progress</i>
United States Tennis Association  <b>Tennis Venue Services Program</b>	Court Resurfacing, Lighting Improvements, and Net Upgrades (Heritage Park)	Ongoing	<i>In-Progress</i>

California Governor's Office of Land Use and Climate Innovation  <b>Extreme Heat &amp; Community Resilience Program (EHCRP) – Round 2</b>	Air Conditioning Installation and Cooling Center Upgrades (Recreation Center)	Anticipated release in Q1 2026	<i>Monitoring</i>
California State Parks  <b>Statewide Park Development and Community Revitalization Program (SPP)</b>	New Park Development (311 E Street)	Anticipated release in Q2 2026	<i>Monitoring</i>

### **Federal Earmark Submission and Awards**

TPA solicits community projects and priorities to submit on behalf of the City for consideration for federal earmarks. This process involves working collaboratively and regularly with staff, state elected officials, and the City's congressional delegation to identify local needs and secure support for submitted projects. TPA ensures submitted projects are competitive, right-sized for consideration, diversified across City departments, and aligned with the City's funding strategy. Currently, the City has \$1 million pending in the FY26 federal appropriations process.

FY26		
Project	Amount Requested	Status
Advanced Metering Infrastructure Project	\$3,000,000.00	Selected by Rep. Fong; Included in committee markup for \$1,000,000; <b>Awaiting passage of FY26 appropriations package</b>
Iona Avenue Road Improvements Project	\$2,693,820.00	Not Selected
Live Fire Burn Center Construction Project	\$1,100,000.00	Selected by Padilla; Not included in committee markup



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## Staff Report

**Item No: 5-1**

**To:** Lemoore City Council  
**From:** Estevan Benavides, Public Works Director  
**Date:** December 29, 2025 **Meeting Date:** January 6, 2026  
**Subject:** First reading – Ordinance 2026-01 – Amending Title 4 of the Municipal Code to Establish an Event Based Entertainment Zone and Resolution 2026-01 Establishing the Boundaries and Activation Protocols For The "Lemoore Downtown Entertainment Zone"

**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:**

Introduce and waive the first reading of Ordinance No. 2026-01 Amending Title 4 of the Municipal Code to Establish an Event Based Entertainment Zone and Resolution 2026 01 Establishing the Boundaries and Activation Protocols for the "Lemoore Downtown Entertainment Zone."

**Subject/Discussion:**

The primary goal of this Ordinance is to revitalize the Downtown District by fostering a more vibrant pedestrian environment. Our aim is to support local dining and entertainment businesses by allowing patrons to linger and stroll, which is expected to enhance the economic vitality of the city and encourage patrons to visit more establishments per trip during special events. This action finds that creating a regulated Entertainment Zone will achieve these economic goals while maintaining public health, safety, and welfare through strict operational controls.

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

The city will need to implement a permit system for events. This cost can be mitigated by the implementation of minor fees for the permit issuance.

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

#### Pros:

- Approving the ordinance will enhance the economic vitality of the city by supporting local dining and entertainment businesses, fostering a vibrant pedestrian environment in the Downtown District.

#### Cons:

- None noted as the status will remain as it is today.

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

N/A

### **Staff Recommendation:**

Staff recommends introduce and waive the first reading of Ordinance No. 2026-01 Amending Title 4 of the Municipal Code to Establish an Event Based Entertainment Zone and Resolution 2026-01 Establishing the Boundaries and Activation Protocols For The "Lemoore Downtown Entertainment Zone".

#### **Attachments:**

- Resolution: 2026-01
- Ordinance: 2026-01
- Map
- Contract
- Other

#### **Review:**

- City Attorney
- City Manager
- City Clerk
- Finance

#### **Date:**

- 12/30/2025
- 12/29/2025
- 12/29/2025

## ORDINANCE NO. 2026-01

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE AMENDING TITLE 4 OF THE MUNICIPAL CODE TO ESTABLISH AN EVENT-BASED ENTERTAINMENT ZONE.

**WHEREAS**, California Senate Bill 969 (2024) authorizes cities to establish "Entertainment Zones" where alcohol may be consumed on public property adjacent to licensed premises; and

**WHEREAS**, the City Council desires to utilize this authority narrowly to support specific community festivals and special events in the Downtown District, rather than establishing a permanent, year-round open container district; and

**WHEREAS**, this "Event-Based" model ensures that public consumption is limited to times when increased security, sanitation, and street closures are already in place.

### NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF LEMOORE DOES ORDAIN AS FOLLOWS:

#### SECTION 1. AMENDMENT TO MUNICIPAL CODE Title 4 (Public Health and Safety) is amended to add **Chapter 4.10: EVENT-BASED ENTERTAINMENT ZONES**.

**4.10.010 Purpose and Intent.** The purpose of this Chapter is to establish the legal framework for an Entertainment Zone that is **activated only during specific special events** designated by the City Council. This Chapter does not authorize open containers on public property at any time other than during such designated events.

**4.10.020 Definitions.** A. **"Active Zone Period"** means the specific date and time window authorized by a City Council Resolution or Special Event Permit during which alcohol rules are relaxed. B. **"District Cup"** means a single-use, non-glass container approved by the City for use *only* during an Active Zone Period.

**4.10.030 Establishment of Dormant Boundaries.** The geographic boundaries of the Entertainment Zone shall be established by Resolution. These boundaries represent the maximum possible footprint of the zone. The actual area active for any specific event may be the full zone or a subset thereof, as determined by the specific Event Permit.

**4.10.040 Activation Required.** The provisions of this Chapter allowing public consumption shall be **void and unenforceable** except during an Active Zone Period. At all other times, standard open container laws (LMC Section 5-2-2) shall remain in full force and effect.

**4.10.050 Permitted Activities.** During an Active Zone Period, persons 21 years of age or older may possess and consume alcoholic beverages within the zone, provided:

- 1. Event Connection:** The beverage was purchased from a Participating Vendor within the zone during the event hours.

2. **Vessel:** The beverage is in an official District Cup specific to that event.
3. **Wristbands:** The person is wearing a verified age-check wristband issued by the event organizers or vendors.

**(Sections 4.10.060 - 4.10.080 regarding Vendor Requirements and Enforcement remain standard).**

**SECTION 2. EFFECTIVE DATE.** This ordinance becomes effective 30 days after passage, and within 15 days after passage shall be published once with the names of councilmembers voting for or against it in a newspaper of general circulation within the City of Lemoore.

The foregoing Ordinance was introduced by the City Council of the City of Lemoore, California, at a regularly scheduled meeting held on January 6, 2026, and was passed and adopted by the City Council at a regular meeting held on January 20, 2026, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

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Marisa Avalos

City Clerk

APPROVED:

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Patricia Matthews

Mayor

## RESOLUTION NO. 2026-01

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE ESTABLISHING THE BOUNDARIES AND ACTIVATION PROTOCOLS FOR THE "LEMOORE DOWNTOWN ENTERTAINMENT ZONE."**

**WHEREAS**, Ordinance No. 2026-01 established the legal framework for an Event-Based Entertainment Zone; and

**WHEREAS**, the City desires to define the geographic footprint where such events may take place.

NOW, THEREFORE, BE IT RESOLVED:

**SECTION 1. ZONE DESIGNATION** The "Lemoore Downtown Entertainment Zone" is hereby established as a Special Event Overlay District.

**SECTION 2. GEOGRAPHIC BOUNDARIES (THE "FOOTPRINT")** The potential boundaries of the Zone are defined as the public rights-of-way within:

D Street Corridor: Follett Street to Fox Street.

Heinlen Street Corridor: E Street to C Street.

*Note: Detailed map attached as Exhibit A.*

**SECTION 3. OPERATIONAL STATUS (THE "SWITCH")** The Entertainment Zone shall remain INACTIVE by default. It shall be ACTIVATED only upon the occurrence of one of the following:

A. City Council Resolution: A specific vote by the Council to activate the zone for a single event (e.g., "Lemoore Lift-Off"). B. City Manager Approval: The City Manager is authorized to activate the zone administratively for events that meet the following criteria: 1. The event has obtained a valid Temporary Use Permit. 2. The event organizer provides supplemental security as required by the Police Chief. 3. The duration of the activation does not exceed 12 consecutive hours.

**SECTION 4. NO RECURRING HOURS** There are NO standing weekly hours of operation. Alcohol consumption on the public right-of-way remains prohibited on all Fridays, Saturdays, and Sundays unless a specific Event Activation order is in effect.

**SECTION 5. EVENT-SPECIFIC CUP REQUIREMENTS** For each activation, Participating Vendors must utilize a District Cup that is distinct from standard glassware. The City Manager may require event-specific branding (e.g., a sticker or specific color cup) for each unique event to prevent the re-use of cups from previous events.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of January, 2026.

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

---

Marisa Avalos  
City Clerk

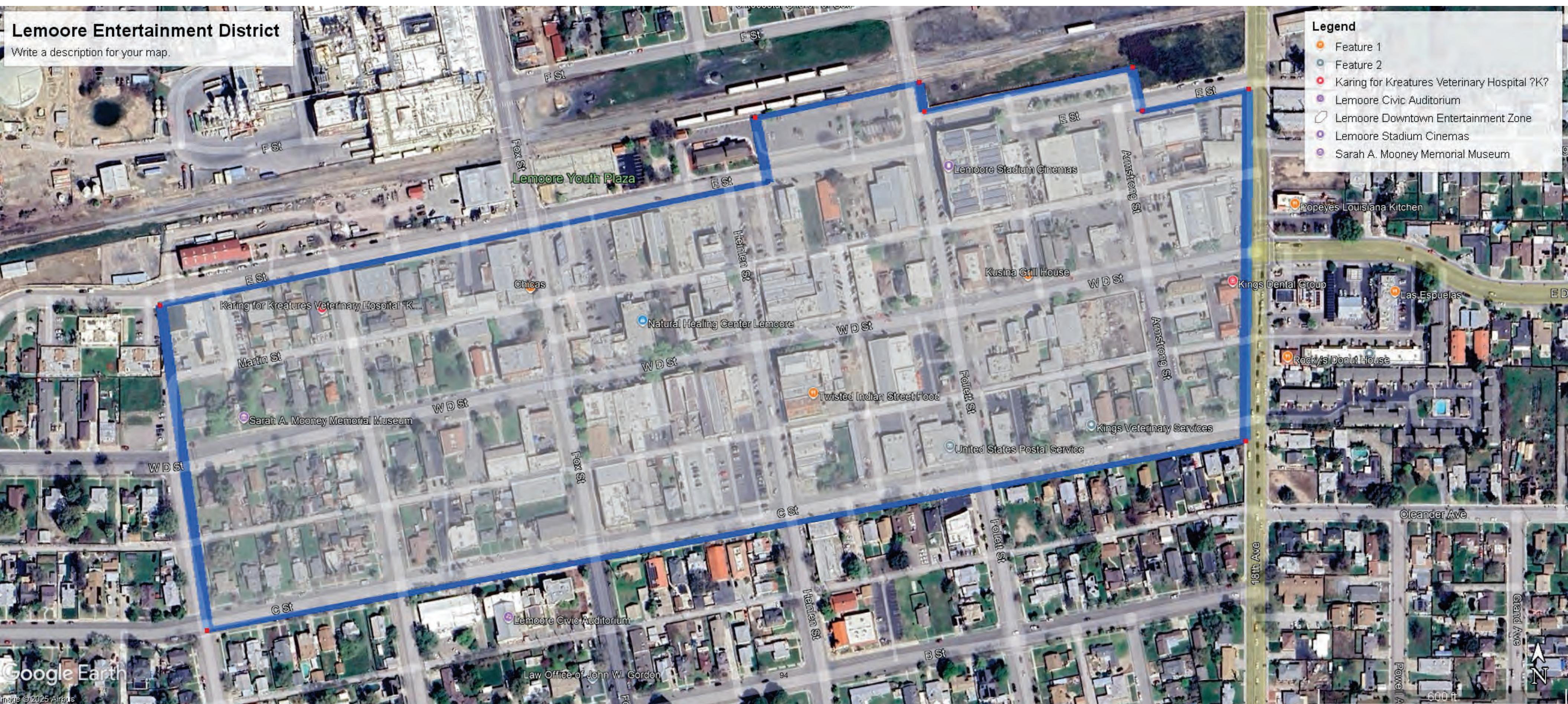
APPROVED:

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Patricia Matthews  
Mayor

## Lemoore Entertainment District

Write a description for your map.





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## Staff Report

**Item No: 5-2**

**To:** Lemoore City Council  
**From:** Steve Brandt, AICP  
**Date:** December 22, 2025      **Meeting Date:** January 6, 2026  
**Subject:** First reading – Ordinance 2026-02 – Adopting Planned Unit Development No. 2025-01 Located at 109 Hamlet Street in the City Of Lemoore and Resolution 2026-02 Approving Tentative Parcel Map No. 2025-03 to Divide an Existing 0.44-Acre Parcel Into Four Parcels Located at 109 Hamlet Street In The City Of Lemoore (Apn 020-184-020)

**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:**

- Move to adopt Resolution No. 2026-02 approving Tentative Parcel Map No. 2025-03, in accordance with the findings and conditions in the resolution.
- Introduce Ordinance No. 2026-02 approving Planned Unit Development No. 2025-01 (PUD) and waive the first reading.

**Subject/Discussion:**

The applicant is requesting approval of a Tentative Parcel Map and Planned Unit Development that would divide an existing 0.44-acre parcel into four separate parcels: Parcel A 6,057.3 square feet; Parcel B 3,964.6 square feet; Parcel C 3,965.5 square feet; Parcel D 5,706.4 square feet.

The site is designated Low Density Residential and zoned Traditional Neighborhood Residential (RN). The planned unit development permit will be to allow for modified lot size, modified lot width, and modified site area per dwelling.

The site is currently vacant and surrounded by low density single family residential development.

**Planned Unit Development:**

A PUD would be required because the project proposes to deviate from minimum lot size modified lot width, and modified site area per dwelling of the RLD zone. Two of the four proposed lots are less than the required lot size of 5,000 square feet at 3,964.6 and 3,965.5 square feet. The proposed lot widths ranging from 30 feet to 46 feet are less than the 50-foot requirement. The project does not request to deviate from permissible land uses. Proposed deviations are requested for the subdivision to develop in conformance with the 3 to 7 du/ac density range provided for in the General Plan.

**Access and Right of Way:**

Each parcel will have access to Hamlet Street.

**Environmental Assessment:**

The project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) per Class 15 (Minor Land Divisions).

The site contains six large Valley oak trees that will be removed. Four of the oak trees are underneath electrical powerlines and can be removed for safety reasons. The other two trees sized 20 inches and 32 inches in diameter can be removed if mitigation is provided. Mitigation at a ratio of 1:1 inches diameter (per Code Section 9-5D1-4) shall consist of either the planting of 52 fifteen-gallon Valley oak trees that are roughly 1-inch diameter at sites approved by the City Public Works Department or an in lieu fee of \$225 per inch, or \$11,700, paid to the City to be used by the City for planting oak trees in the city.

**Financial Consideration(s):**

A community facilities district (CFD) will be established when the final map is approved to fund the maintenance of the park, trail and other neighborhood infrastructure.

**Alternatives or Pros/Cons:**

The Council could choose to deny the project, or to modify the conditions. Denial would require that findings be made that state the reason for the denial. Without the PUD, the site is large enough to be divided into three lots.

**Commission/Board Recommendation:**

On December 8, 2025, the Planning Commission held a public hearing to consider the proposed project and voted unanimously to recommend approval to the City Council, subject to the conditions in the resolution.

**Staff Recommendation:**

Staff recommends that the City Council adopt Resolution No. 2026-02 approving Tentative Parcel Map No. 2025-03 and introduce Ordinance No. 2026-02 approving Planned Unit Development No. 2025-01 and waive the first reading.

<b>Attachments:</b>	<b>Review:</b>	<b>Date:</b>
<input checked="" type="checkbox"/> Resolution: 2026-02	<input type="checkbox"/> City Attorney	12/30/2025
<input checked="" type="checkbox"/> Ordinance: 2026-02	<input type="checkbox"/> City Clerk	12/29/2025
<input checked="" type="checkbox"/> Map PM 2025-03	<input type="checkbox"/> City Manager	12/29/2025
<input type="checkbox"/> Contract	<input type="checkbox"/> Finance	
<input checked="" type="checkbox"/> Other		
List:		
Site Plan		
Oak Tree Photos		
CEQA Document – Notice of Exemption		
Planning Commission Resolution No. 2025-09		

## **RESOLUTION NO. 2026-02**

### **A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF LEMOORE APPROVING TENTATIVE PARCEL MAP NO. 2025-03 TO DIVIDE AN EXISTING 0.44-ACRE PARCEL INTO FOUR PARCELS LOCATED AT 109 HAMLET STREET IN THE CITY OF LEMOORE (APN 020-184-020)**

**WHEREAS**, A request was made by Steven J Macias for the approval of a Tentative Parcel Map and Planned Unit Development to allow the division of a 0.44-acre parcel into four single family residential parcels located at 109 Hamlet Street in the City of Lemoore (APN 020-184-020); and

**WHEREAS**, the proposed undeveloped site is 0.44 acres in size, and is currently designated and zoned Traditional Neighborhood Residential (RN); and

**WHEREAS**, the planned unit development permit will be to allow for modified lot size, modified lot width, and modified site area per dwelling; and

**WHEREAS**, the project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) per Class 15 (Minor Land Divisions); and

**WHEREAS**, the Lemoore Planning Commission held a duly noticed public hearing at a December 8, 2025, Regular Meeting, and voted unanimously to recommend approval of the, tentative parcel map and planned unit development, with conditions; and

**WHEREAS**, the Lemoore City Council held a duly noticed public hearing at a January 6, 2026, Regular Meeting.

**NOW THEREFORE, BE IT RESOLVED** that the City Council of the City of Lemoore hereby makes the following findings regarding the proposed project, based on facts detailed in the December 22, 2025, Staff Report, which is hereby incorporated by reference, as well as the evidence and comments presented during the Public Hearing:

1. The proposed project is consistent with the objectives of the General Plan and complies with applicable zoning regulations, specific plan provisions, and improvement standards adopted by the City.
2. The project's lot sizes are consistent with densities in the General Plan and are appropriate for this site.
3. The proposed project will not create conflicts with vehicular, bicycle, or pedestrian transportation modes of circulation.
4. The proposed project will not be detrimental to adjacent properties and will not materially impair the purposes of the Zoning Ordinance or the public interest.

5. As proposed and conditioned herein, the site design of the project is consistent with the residential development standards in the Zoning Ordinance, as modified by the Planned Unit Development.
6. The proposed architecture, site design, and landscape are suitable for the purposes of the building, and the site and will enhance the character of the neighborhood and community.
7. The architecture, character, and scale of the building and the site are compatible with the character of buildings on adjoining and nearby properties.
8. The City Council intends to concurrently approve the requested planned unit development by adoption of an ordinance.

**BE IT FURTHER RESOLVED** that the City Council of the City of Lemoore hereby finds the project is Categorically Exempt from the requirements of the California Environmental Quality Act (CEQA) per Class 15 (Minor Land Divisions).

**BE IT FURTHER RESOLVED** that the City Council of the City of Lemoore approves Tentative Parcel Map No. 2025-03 subject to the following conditions:

1. The Final Map shall be prepared consistent with the submitted tentative parcel map (attached as Exhibit A) and applicable development standards found in the Zoning Ordinance and Subdivision Ordinance (subject to the comments shown on attached Exhibit B “Tentative Parcel Map Markups”). All applicable requirements include but are not limited to; Fence and Wall Standards, MWELO requirements, and Street Trees.
2. Plans for all public and private improvements, including, but not limited to, water, sewer, storm drainage, road pavement, curb and gutter, sidewalk, streetlights, landscaping, and fire hydrants shall be approved by the City Engineer, and these improvements shall be completed in accordance with the approved plans to the satisfaction of the Public Works Department.
3. The project shall be subject to applicable development impact fees adopted by the Resolution of the City Council.
4. A community facilities district (CFD) shall be formed in conjunction with the Final Map acceptance in order to provide the maintenance costs for police, fire safety, street maintenance, and other improvements in accordance with existing City policy.
5. Mitigation for the removal of two oak trees shall be at a ratio of 1:1 inches diameter (per Code Section 9-5D1-4) and shall consist of either the planting of 52 fifteen-gallon Valley oak trees that are roughly 1-inch diameter at sites approved by the City Public Works Department or an in lieu fee of \$225 per inch, or \$11,700, paid to the City to be used by the City for planting oak trees in the city.

6. The developer shall comply with the Standards, Provisions, and Requirements of the San Joaquin Valley Air Pollution Control District that relate to the project.
7. The project and all subsequent uses must meet the requirements found in Section 9-5B-2 of the Zoning Ordinance related to noise, odor, and vibration, and maintenance.
8. The tentative parcel map approval shall expire in two years unless a final map is filed. The time limits and potential extensions and expiration shall be those available per the Subdivision Map Act.

**PASSED AND ADOPTED** this 6<sup>th</sup> day of January, 2026.

AYES:

NOES:

ABSENT:

ABSTAINING:

ATTEST:

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Marisa Avalos  
City Clerk

APPROVED:

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Patricia Matthews  
Mayor

## ORDINANCE NO. 2026-02

### AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF LEMOORE ADOPTING PLANNED UNIT DEVELOPMENT NO. 2025-01 LOCATED AT 109 HAMLET STREET IN THE CITY OF LEMOORE

THE CITY COUNCIL OF THE CITY OF LEMOORE HEREBY DOES ORDAIN:

#### **SECTION 1.** FINDINGS.

- (a) The property owner, Sequoia Investors (Steven Macias), has requested approval of a Planned Unit development located at 109 Hamlet Street in the City of Lemoore (APN: 020-184-020).
- (b) This Planned Unit Development is consistent with the City of Lemoore General Plan, Lemoore Municipal Code and the Zoning Ordinance and would not be detrimental to the public interest, health, safety, convenience, and welfare of the City.
- (c) A Categorical Exemption has been prepared and adopted in accordance with the California Environmental Quality Act (CEQA).
- (d) On December 8, 2025, the Planning Commission for the City of Lemoore recommended approval of the PUD, including specific building setbacks, subject to approval by the City Council of a zoning overlay for the PUD.

#### **SECTION 2.** PLANNED UNIT DEVELOPMENT ESTABLISHMENT.

A planned unit development is hereby established on property located at 109 Hamlet Street, in the City of Lemoore (APN: 020-184-020). The official Zoning Map shall be amended to reflect this change.

#### **SECTION 3.** AMENDMENT OF CODE: ADOPTION OF PLANNED UNIT DEVELOPMENT OVERLAY ZONES

Article "B" of Chapter 9 of Title 9 of the Lemoore Municipal Code is amended as follows:

Table 9-9B-3-1, containing the adopted PUD overlay zones, is hereby amended to add PUD 2025-01:

Number	Name	Date Approved	Resolution Number	Average Density Per Gross Acre (du/ac)
2025-01	Macias - Parcel Map 2025-03	January 6, 2026	2026-03	9.09

Table 9-9B-4-1, containing specific development standards in the adopted PUD overlay zones, is hereby amended to add PUD 2022-02:

<b>Number</b>	<b>Name</b>	<b>Front Setback</b>	<b>Side Setback</b>	<b>Rear Setback</b>
2025-01	Macias – Parcel Map 2025-03	20 feet minimum	5 feet minimum interior side  10 feet minimum street side	10 feet

#### **SECTION 4. SEVERABILITY.**

If any provision of this ordinance is declared unlawful by a court of competent jurisdiction, the City Council intends that the remaining provisions of this ordinance remain in effect.

#### **SECTION 5. EFFECTIVE DATE.**

The ordinance codified herein shall take effect and be in full force and effect from and after thirty (30) days after its final passage and adoption. Within fifteen (15) days after its adoption, the ordinance codified herein, or a summary of the ordinance codified herein, shall be published once in a newspaper of general circulation.

\* \* \* \* \*

The foregoing Ordinance was introduced at a Regular Meeting of the City Council of the City of Lemoore held on the 6<sup>th</sup> day of January 2026 by the following vote:

AYES:

NOES:

ABSTAINING:

ABSENT:

ATTEST:

---

Marisa Avalos, City Clerk

APPROVED:

---

Patricia Matthews, Mayor

## 109 HAMLET ST. - PUD

## TENTATIVE PARCEL MAP 2025-03

## LEGAL DESCRIPTION:

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

LOT 11 AND 12 OF BLOCK 3 OF MOORE'S ADDITION, IN THE CITY OF LEMOORE, COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO THE OFFICIAL MAP THEREOF RECORDED IN BOOK 2 AT PAGE 38 OF LICENSED SURVEY PLATS.

## SITE INFORMATION

APN: 020-184-020  
PROJECT ADDRESS: 109 HAMLET STREET, LEMOORE, CA  
GROSS AREA: +/-0.44 ACRES  
SEWER SERVICE: CITY OF LEMOORE  
STORM DRAIN SERVICE: CITY OF LEMOORE  
WATER SERVICE: CITY OF LEMOORE  
ELECTRICAL SERVICE: PG&E  
GAS SERVICE: N/A - NO GAS WILL BE PROVIDED  
TELEPHONE SERVICE: AT&T  
FLOOD ZONE: ZONE X, FEMA PANEL NO. 06031C0170D, EFFECTIVE DATE 9/16/2105  
EXISTING GENERAL PLAN DESIGNATION: LOW- MEDIUM DENSITY RESIDENTIAL  
EXISTING ZONING: TRADITIONAL NEIGHBORHOOD RESIDENTIAL (RN)  
EXISTING USE: VACANT LAND  
PROPOSED USE: SINGLE FAMILY RESIDENTIAL

## PROPERTY OWNER INFORMATION:

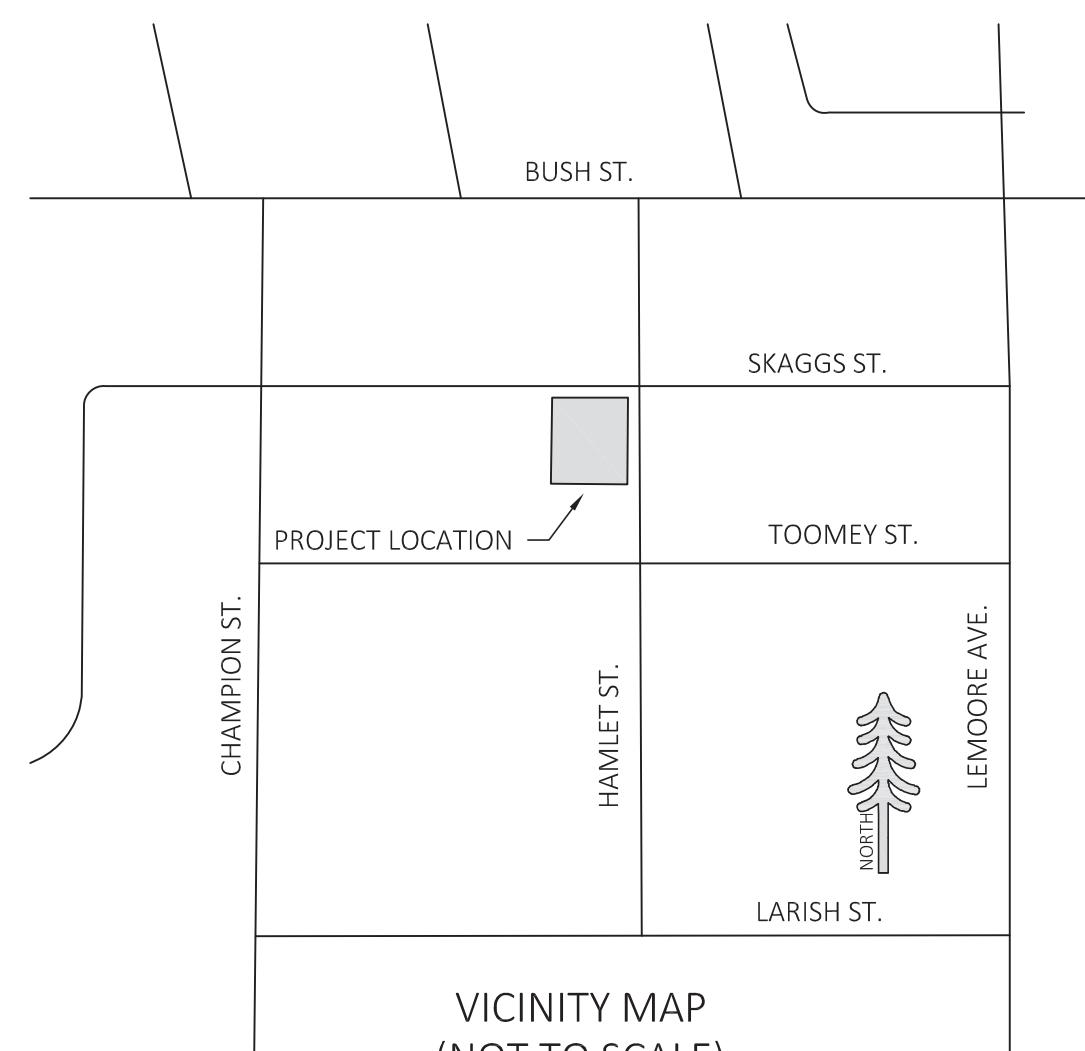
OWNER: SEQUOIA INVESTORS, LLC AND THE SHAWN TEAM, LLC  
ADDRESS: 131 E. KERN AVE., TULARE, CA 93274  
PHONE NUMBER: (559)786-0936

## MAP PREPARED BY:

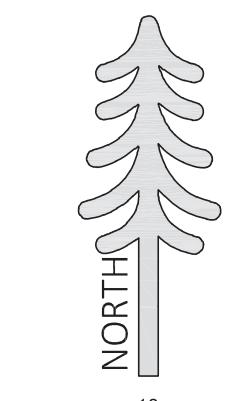
ENGINEER: STEVEN J. MACIAS, PE - C83360  
ADDRESS: 131 E. KERN AVE., TULARE, CA 93274  
PHONE NUMBER: (559)786-0936

## LEGEND:

ORKC  
— — — — — OFFICIAL RECORDS KINGS COUNTY  
UNDERLYING PARCEL LINE  
CENTERLINE  
— — — — — PROPOSED PARCEL LINES  
— — — — — EXISTING RIGHT OF WAY LINES  
— — — — — PROPOSED RIGHT OF WAY LINE  
— — — — — BUILDING SETBACK  
— — — — — EXISTING PUBLIC UTILITY EASEMENT

VICINITY MAP  
(NOT TO SCALE)

PREPARED BY:  
SEQUOIA INVESTORS, LLC  
STEVEN J. MACIAS, PE  
131 E. KERN AVE.  
TULARE, CA 93274

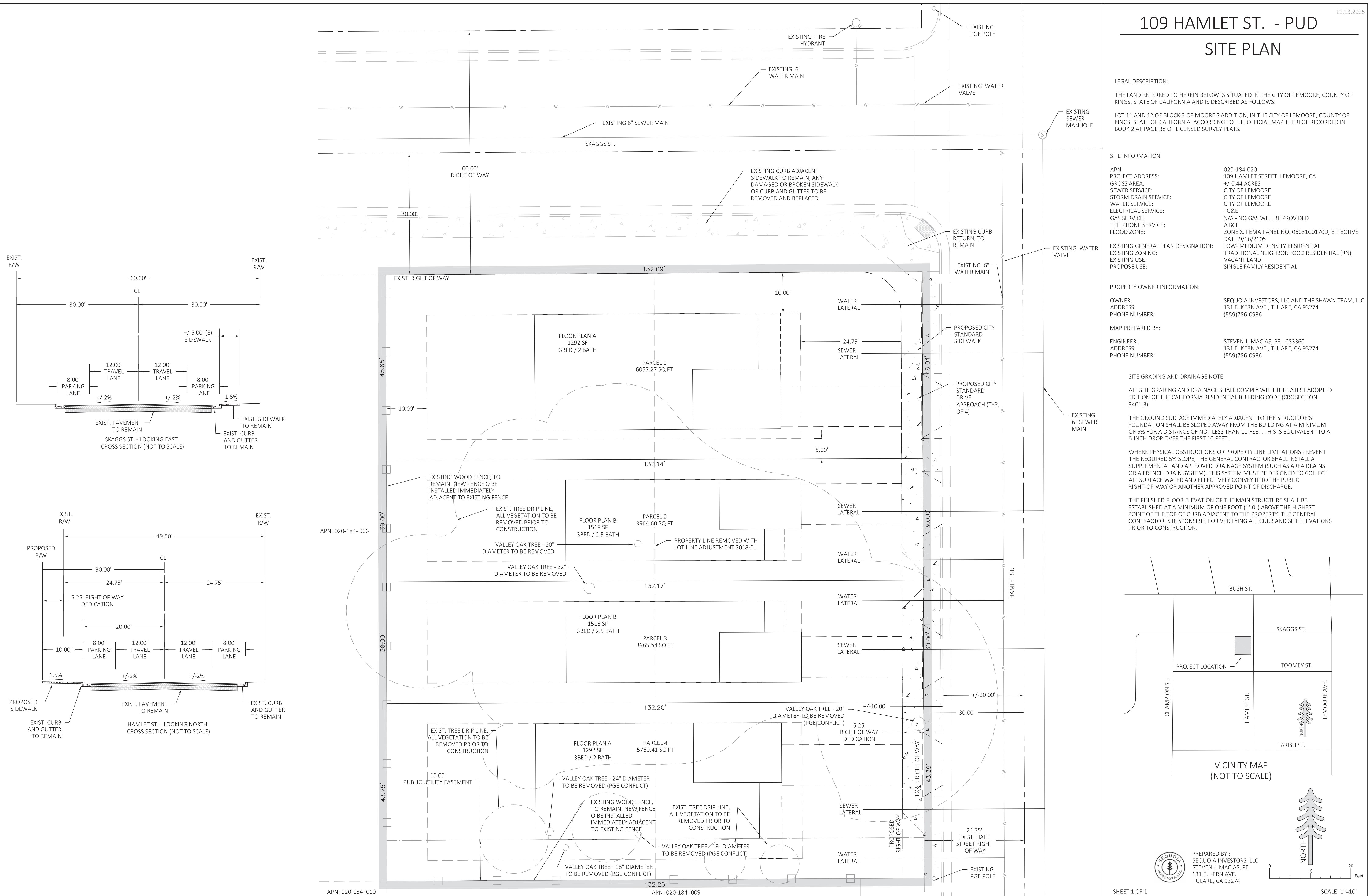


0  
10  
20  
Feet  
SCALE: 1"=10'

SHEET 1 OF 1

## 109 HAMLET ST. - PUD

## SITE PLAN





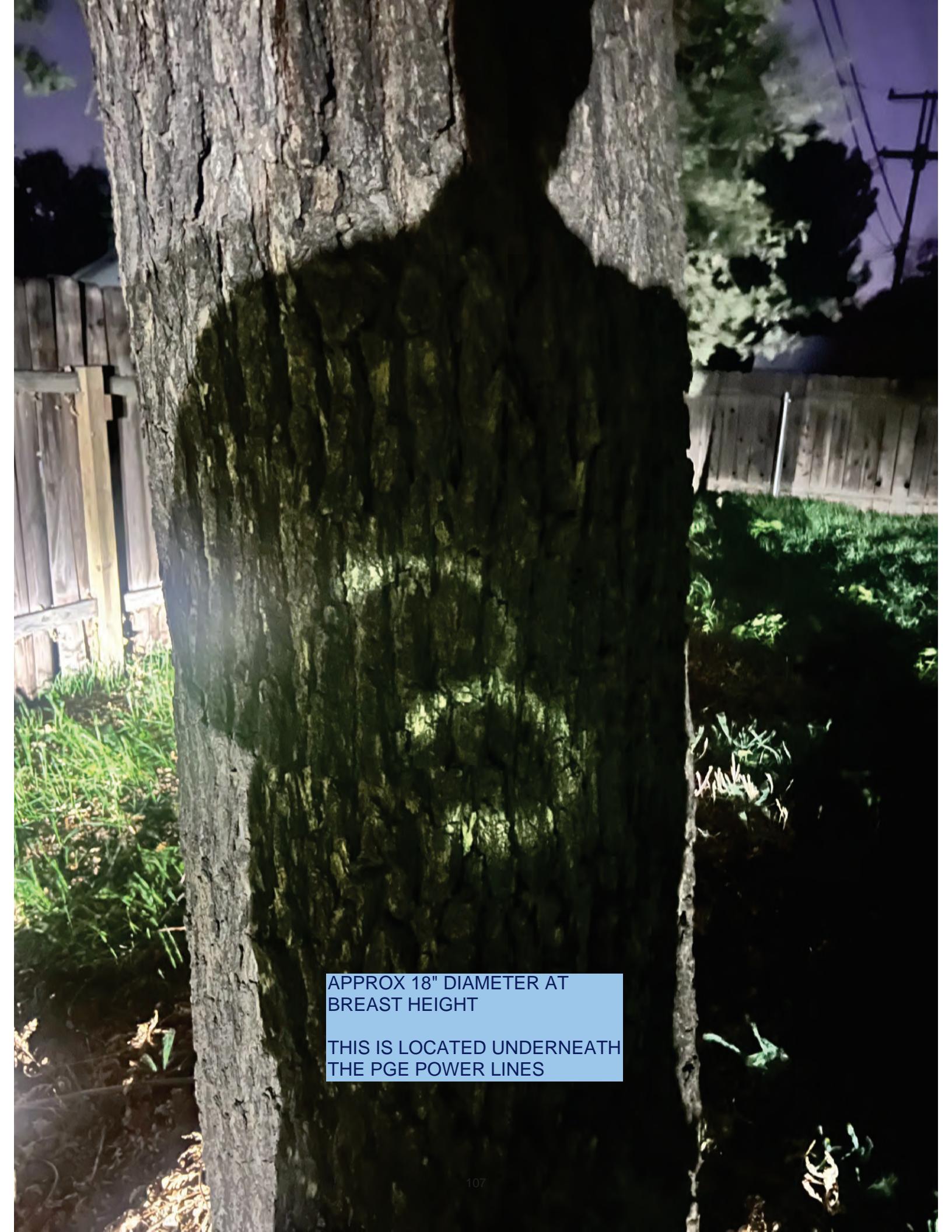
2 - LARGE 20" LEADERS AT BREAST  
HEIGHT. APPROX 40" DIAMETER  
BELOW WHERE THE LEADERS COME  
TOGETHER.

THIS IS LOCATED UNDERNEATH THE  
PGE POWER LINES



APPROX 18" DIAMETER AT  
BREAST HEIGHT

THIS IS LOCATED UNDERNEATH  
THE PGE POWER LINES

A photograph of a large tree trunk, likely a redwood, with dark, textured bark. A blue rectangular box is overlaid on the lower half of the trunk, containing text. The background shows a grassy lawn, a wooden fence, and utility poles with power lines.

APPROX 18" DIAMETER AT  
BREAST HEIGHT

THIS IS LOCATED UNDERNEATH  
THE PGE POWER LINES



APPROX 24" DIAMETER AT  
BREAST HEIGHT

THIS IS LOCATED UNDERNEATH  
THE PGE POWER LINES



APPROX 32" DIAMETER AT  
BREAST HEIGHT



APPROX 20" DIAMETER AT  
BREAST HEIGHT

## Notice of Exemption

**TO:**  Office of Planning and Research  
1400 Tenth Street  
Sacramento, CA 95814

County Clerk, County of Kings  
Kings County Government Center  
Hanford, California 93230

**FROM:** City of Lemoore Community Development Dept.  
711 W. Cinnamon Drive  
Lemoore, CA 93245

**PROJECT TITLE:** Tentative Parcel Map No. 2025-03 and  
Planned Unit Development No. 2025-01

**PROJECT APPLICANT:** Steven Macias, Sequoia Investors

**PROJECT LOCATION – City:** Lemoore **County:** Kings

**PROJECT LOCATION – Specific:** 109 Hamlet Street in the City of Lemoore (APN 020-184-020).

**PROJECT DESCRIPTION:** Approval of Tentative Parcel Map No. 2025-03 and Planned Unit Development No. 2025-01 that would divide an existing 0.44-acre parcel into four separate parcels.

**NAME OF PUBLIC AGENCY APPROVING PROJECT:** City of Lemoore

**NAME, ADDRESS, & PHONE NUMBER OF PERSON OR AGENCY CARRYING OUT PROJECT:**  
City of Lemoore Community Development Dept., 711 W. Cinnamon Drive, Lemoore, CA 93245

**EXEMPT STATUS:** (check one)

- Ministerial (Section 21080(b)(1); 15268);
- Declared Emergency (Section 21080(b)(4); 15269(a));
- Emergency Project (Section 21080(b)(4); 15269(b)(c));
- Categorical Exemption. State type and section number: Section 15183 (Class 15)
- Statutory Exemptions. State code number: 15183

**REASONS WHY PROJECT IS EXEMPT:** Minor land division in infill location.

**LEAD AGENCY CONTACT PERSON:**

Marissa, Trejo, City Manager  
(559) 924-6744 Ext. 740

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

Authority cited: Sections 21083 and 21110, Public Resources Code.  
Reference: Sections 21108, 21152, 21152.1, Public Resources Code.