



JOINT MEETING OF THE KERMAN CITY COUNCIL AND KERMAN FINANCE AUTHORITY AGENDA

Wednesday, June 24, 2026 at 6:00 PM

City Hall, 850 S. Madera Avenue, Kerman, CA 93630

LEVINE ACT CONTRIBUTION PROHIBITIONS AND MANDATORY DISCLOSURE. The Political Reform Act in Govt Code Section 84308 restricts campaign contributions over \$500 to a decision-making public official from a party or participant or their agent in a proceeding involving a contract, license, permit or entitlement for use. The Act requires disclosure of the contribution and recusal where a decision-maker has received \$500 or more from a party or participant to a proceeding in the prior 12 months. Participants and agents are required to make this disclosure as well.

A Council Member's disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made.

CONFLICT OF INTEREST DISCLOSURES AND RECUSAL. City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure when the item is called and recuse themselves.

1. OPENING CEREMONIES

- A. Call to Order
- B. Roll Call
- C. Invocation
- D. Flag Salute

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

To accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed.

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Proclamation – Juneteenth
- B. Legislative Update: Recent Developments in State Insurance - Richie Sayavong, Associate Governmental Program Analyst

4. **PUBLIC FORUM** *(for matters not on agenda)*

This portion of the meeting is reserved for members of the public to address the Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. It is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council on items on the Agenda should notify the Mayor when that Agenda item is called, and the Mayor will recognize your discussion at that time. It should be noted that the Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Speakers are asked to please use the microphone, and provide their name and address.

5. **CONSENT CALENDAR**

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.

A. **SUBJECT:** Minutes - June 10, 2026 & June 12, 2026

RECOMMENDATION: Council approve minutes as presented.

B. **SUBJECT:** Warrants (JA)

1. Nos. 34825-35035 \$1,532,757.48 ACH \$353,479.73.

RECOMMENDATION: Council approve warrants and electronic bank transfers as presented.
(Pursuant to Government Code 37208)

C. **SUBJECT:** Monthly Investment Report (JA)

RECOMMENDATION: Council accept monthly investment report as presented.

D. **SUBJECT:** Updating of Salary Schedules for City Employees (JA)

RECOMMENDATION: Council adopt resolution updating Salary Schedules for Kerman Municipal Employees Association (KMEA), the Kerman Police Officers Association (KPOA), and Management Employees effective July 1, 2026.

E. **SUBJECT:** Approval of Project List for Fiscal Year 2026/2027 Funded by SB1, the Road Repair and Accountability Act of 2017 (JA)

RECOMMENDATION: Council by motion adopt resolution approving project list for Fiscal Year 2026/2027 funded by SB1, the Road Repair and Accountability Act of 2017.

F. **SUBJECT:** Participation In Fresno County's Joint Powers Agreement for Fresno's Urban County Program For Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Entitlement Funding For Federal Grant Years 2027, 2028, and 2029 (JAJ)

RECOMMENDATION: Council adopt a resolution approving participation In Fresno County’s Joint Powers Agreement for Fresno’s Urban County Program for Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Entitlement Funding for Federal Grant Years 2027, 2028, and 2029.

- G. **SUBJECT:** Resolution of Intention to Levy and Collect the Annual Assessments for Landscape and Lighting District No. 1 (JG)

RECOMMENDATION: Council by motion adopt resolution of intention to levy and collect the annual assessments for Landscape and Lighting District No. 1 and set the date for the required public hearing for July 8, 2026.

- H. **SUBJECT:** Resolution Approving Consultant Services Agreement with Hamner-Jewell Inc. for Right of Way and Real Estate Services (JAJ)

RECOMMENDATION: Council adopt resolution approving Consultant Services Agreement with Hamner-Jewell Inc. for Right of Way and Real Estate Services.

- I. **SUBJECT:** Annual Agreement with the Kerman Unified School District for School Resource Officers (SW)

RECOMMENDATION: Council by motion adopt resolution approving agreement with Kerman Unified School District for School Resource Officers for FY 2026-2027.

6. **PUBLIC HEARINGS - None.**

7. **DEPARTMENT REPORTS**

- A. **SUBJECT:** Consideration of Street Naming Request In Recognition of Jay Gil (JAJ)

RECOMMENDATION: Council consider the street naming request, determine whether to approve the request regarding part or all of Isabella Avenue, and provide direction to Staff on development of a Street Naming Policy.

- B. **SUBJECT:** Award of Contract for the Kerman FY25/26 Streets Rehabilitation Project to Dave Christian Construction Co., Inc. (JG)

RECOMMENDATION: Council adopt the resolution:

1. Awarding the Kerman FY25/26 Streets Rehabilitation Project to Dave Christian Construction Co., Inc. in the amount of \$1,195,829.08; and
2. Authorizing a 10% construction contingency in the amount of \$119,580.00; and
3. Authorizing the City Manager to sign the construction contract on behalf of the City; and
4. Authorizing the City Manager to sign change orders, up to the additional contingency amount, on behalf of the City.

- C. **SUBJECT:** Establishing Appropriations Limit for Fiscal Year 2026/2027 (JA)

RECOMMENDATION: Council by motion adopt a resolution establishing the Appropriations Limit for Fiscal Year 2026/2027.

(PUBLIC FINANCE AUTHORITY ACTION)

- D. **SUBJECT:** Resolution Adopting the Fiscal Year 2026/2027 Kerman Public Finance Authority Budget (JA)

RECOMMENDATION: Council approve resolution adopting Fiscal Year 2026/2027 Kerman Public Finance Authority Budget.

- E. **SUBJECT:** 250-80 Anniversary Banner Project (JAJ)

RECOMMENDATION: Council adopt resolution approving the “250-80” Anniversary Banner Project.

8. CITY MANAGER/STAFF COMMUNICATIONS

9. MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

(This portion of the meeting is reserved for the Mayor and Council Members (i) to make brief reports on boards, committees, and other public agencies, and at public events, (ii) to request updates, (iii) to initiate future agenda items at the request of a Council Member, and (iv) to take action on matters initiated under this section of the agenda items. Under this section the Council may take action only on items specifically agendized and which meet other requirements for action.)

10. CLOSED SESSION – None.

11. ADJOURNMENT

NOTICE OF AVAILABILITY OF AGENDA MATERIALS: Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk’s Office located at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.gov.

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.gov or upon request by emailing the City Clerk at publicmeeting@cityofkerman.gov or calling (559) 550-1510. The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please contact the City Clerk at (559) 550-1510 or email at publicmeeting@cityofkerman.gov so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. The meeting room is accessible to persons with physical disabilities.

AGENDA POSTING CERTIFICATION

I, Dalia Santana-Zamudio, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that I caused the above agenda to be posted at City of Kerman Council Chambers at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at www.cityofkerman.gov.

Date: June 19, 2026 /s/ Dalia Santana-Zamudio, City Clerk



A PROCLAMATION OF THE CITY COUNCIL OF THE CITY OF KERMAN PROCLAIMING JUNE 19, 2026, AS “JUNETEENTH”

WHEREAS, on June 19, 1865, Union troops arrived in Galveston, Texas, to free 250,000 enslaved individuals—more than two years after President Lincoln signed the Emancipation Proclamation; and

WHEREAS, on Juneteenth, we commemorate that day and honor the work of abolitionists who made it their mission to deliver the promise of America for all Americans; and we honor the generations of Americans who have advanced the call for our Nation to recognize Juneteenth to reconcile our past and build a new American future together; and

WHEREAS, generations of advocates worked to preserve the history and significance of Juneteenth with tireless efforts toward national recognition; and

WHEREAS, the City of Kerman recognizes the value of education, reflection, and community engagement in fostering mutual respect, equality, and opportunity for all residents; and

WHEREAS, the observance of Juneteenth provides an occasion for residents to learn about the history of slavery and emancipation and honor those who struggle for freedom and civil rights.

NOW, THEREFORE, BE IT PROCLAIMED, that the City Council of the City of Kerman, hereby proclaims June 19, 2026, as Juneteenth, and encourages all residents to value civil rights and equality in celebrating unity in our City and Nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 24th day of June, 2026.

Maria Pacheco
Mayor



CITY COUNCIL REGULAR MEETING MINUTES
Wednesday, June 10, 2026 at 6:00 PM
City Hall, 850 S. Madera Avenue, Kerman, CA 93630

1. OPENING CEREMONIES

- A. Call to Order – **6:02 p.m.**
- B. Roll Call - **All members present except Mayor Pro Tem Yep and Councilmember Herrera.**
- C. Invocation – **Mayor Pacheco offered prayer for Mayor Pro Tem Yep.**
- D. Flag Salute – **Performed.**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

3. PRESENTATIONS/CEREMONIAL MATTERS – None.

4. PUBLIC FORUM – None.

5. CONSENT CALENDAR

Item 5.F pulled for discussion.

- A. **SUBJECT:** Minutes - May 27, 2026

RECOMMENDATION: Council approve minutes as presented.

- B. **SUBJECT:** Payroll (JA)

5/10/2026 to 5/23/2026: \$264,105.89; Retro Pay & Other: \$667.67; Overtime: \$9,308.24;
Holiday: \$0.00; Standby: \$2508.67; Comp Time Earned: 77.75

RECOMMENDATION: Council approve payroll as presented.

- C. **SUBJECT:** Resolution Ordering Elections, Requesting County Elections Office of Conduct Election, Requesting Consolidation of Election, and Determining Payment of Actual Elections Statement Charges (DSZ)

RECOMMENDATION: Council adopt resolution calling and giving notice of a General Municipal Election to be held on Tuesday November 3, 2026, for the Election of Certain City Officers and requesting the Board of Supervisors of the County of Fresno to consolidate and canvass the General Municipal Election to be held on November 3, 2026 with the Statewide General Election pursuant to California Elections Code Section 10400 Et Seq.; to permit the County Clerk/Registrar of Voters to render specified services to the City relating to the conduct of said General Municipal Election pursuant to California Elections Code Section 10002; and authorizing reimbursement funds to pay for said services. - **Res. 26-28**

- D. **SUBJECT:** Approve Annual Renewal of Workforce Connection Agreement for the City of Kerman to continue as a Worksite Placement for the Young Adult Services Work Experience Program (TJ)

RECOMMENDATION: Council adopt resolution approving the renewal of the Workforce Connection Young Adult Services Agreement with Fresno Regional Workforce Development Board and authorizing the City Manager to execute the contract. - **Res. 26-29**

- E. **SUBJECT:** Lease Extension with Valley Health Team for 942 S. Madera Avenue (JAJ)

RECOMMENDATION: Council adopt a resolution acknowledging a lease extension by and between the City of Kerman and Valley Health Team for the period of September 2026 through August 2031 for 942 S. Madera Avenue. - **Res. 26-30**

- F. **SUBJECT:** Amendment to City Safety Policies and Procedures including the Illness and Injury Prevention Plan (IIPP) (JAJ)

RECOMMENDATION: Council adopt a resolution approving amendment of the City's Safety Policies and Procedures, including the Illness and Injury Prevention Plan (IIPP), to remove reimbursement cap for work safety boots due to inflation. - **Res. 26-33**

- G. **SUBJECT:** Resolution Initiating Proceedings for the Annual Levy of Assessments for Landscape and Lighting District No. 1 (JG)

RECOMMENDATION: Council by motion adopt the resolution to initiate proceedings for the annual levy of assessments for Landscape and Lighting District No. 1. - **Res. 26-31**

- H. **SUBJECT:** Resolution Initiating Proceedings to Review Improvements and Establish Assessments, Pursuant to the Landscaping and Lighting Act of 1972, for the Annexation of Tract 6572 into Landscape and Lighting District No. 1, to Review the Improvements and Establish Assessments for Fiscal Year 2025-26 and to Set a Public Hearing (JG)

RECOMMENDATION: Council by motion adopt the resolution to Initiate Proceedings pursuant to the Landscaping and Lighting Act of 1972 for the Annexation of Tract 6572 into Landscape and Lighting District No. 1, to review the improvements and establish assessments for Fiscal Year 2025-2026 (FY25-26), and to set a public hearing for a future date. - **Res. 26-32**

Motion to approve the consent calendar, excluding item 5.F, made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

Motion to approve Item 5.F with amendment to Section 2 of the resolution recitals by adding “effective April 1, 2026”, made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

6. PUBLIC HEARINGS

Opened at 6:08 p.m.

- A. **SUBJECT:** Public Hearing on Status of City’s Personnel Vacancies, Recruitment, and Retention Efforts as Required by AB 2561 pursuant to Government Code Section 3502.3 (JAJ)

RECOMMENDATION: Conduct Public Hearing on status of City’s personnel vacancies, recruitment, and retention efforts and provide direction to staff.

Report was given regarding the City’s current vacancies. No public comments. No Council action taken.

Closed at 6:10 p.m.

7. DEPARTMENT REPORTS

- A. **SUBJECT:** Adoption of Fiscal Year 2026/2027 Budget, Amending Fiscal Year 2025/2026 Budget, Establishing Appropriations Limit for Fiscal Year 2026/2027, and Authorizing Number of Employee Positions and Titles (JA)

RECOMMENDATION: Council by motion adopt the following:

1. Resolution Approving the City of Kerman Fiscal Year 2026/2027 Operating and Capital Budgets and amending the Fiscal Year 2025/2026 budget; and - **Res. 26-34**

2. Resolution Establishing the Appropriations Limit for Fiscal year 2026/2027; and
3. Resolution Authorizing Number of Employee Positions and Titles - **Res. 26-35**

Resolution establishing the Appropriations Limit for Fiscal Year 2026/2027 to be brought back for Council consideration at the June 24, 2026, Council meeting.

Motion to approve the two remaining resolutions made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

- B. **SUBJECT:** Resolution Initiating Proceedings to Review Improvements and Establish Assessments, Pursuant to the Landscaping and Lighting Act of 1972, for the Annexation of Tract 6473 into Landscape and Lighting District No. 1, to Review the Improvements and Establish Assessments for Fiscal Year 2025-26 and to Set a Public Hearing (JG)

RECOMMENDATION: Council by motion adopt the resolution to initiate proceedings pursuant to the Landscaping and Lighting Act of 1972 for the annexation of Tract 6473 into Landscape and Lighting District No. 1, to review the improvements and establish assessments for Fiscal Year 2025-2026 (FY25-26), and to set a public hearing for a future date. - **Res. 26-36**

Motion to approve made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

- C. **SUBJECT:** Authorization of Submission of Application for 2027 Cycle 8 Active Transportation Program Grant Funds (JG)

RECOMMENDATION: Council adopt the resolution authorizing the submission of an application for 2027 Cycle 8 Active Transportation Program (ATP) funds. - **Res. 26-37**

Motion to approve made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

D. **SUBJECT:** Award of Contract for Water Tank Painting Project (MB)

RECOMMENDATION: Council adopt resolution to award contract to Horizons Construction Company Int'l Inc. in the amount of \$164,299.66 and authorize the City Manager to sign the contract. - **Res. 26-38**

Motion to approve made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

E. **SUBJECT:** Adoption of Council Policy for Disruption of Telephonic or Internet Service During Public Meetings Pursuant to Senate Bill 707 (JAJ & DSZ)

RECOMMENDATION: Council adopt a resolution approving the Council Policy for Disruption of Telephonic or Internet Service During Public Meetings to incorporate new Brown Act amendments regarding meeting disruption procedures for two-way remote access pursuant to Senate Bill 707. - **Res. 26-39**

Motion to approve made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

F. **SUBJECT:** Public Posting of Agendas Policy (JAJ & DSZ)

RECOMMENDATION: Council review and consider adoption of resolution establishing policy for translations and public posting of agendas. -**Res. 26-40**

Motion to approve made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

G. **SUBJECT:** Adjustments to 2026 Council Meeting Calendar (JAJ)

RECOMMENDATION: Council approve two changes to the Regular 2026 Council Meeting Calendar:

1. Cancel the Regular City Council of July 22, 2026, and

2. Reschedule the Wednesday October 28, 2026, meeting to Thursday October 29, 2026.

Motion to approve made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2.

8. CITY MANAGER/STAFF COMMUNICATIONS

City Manager announced the resignation of the Community Development Director, Jerry Jones.

City Manager advised that a Special Meeting is needed to consider an urgent construction project change order.

9. MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS

Special Meeting scheduled for Friday, June 12, 2026, at 5:00 p.m. to consider an urgent construction project change order.

Mayor Pacheco requested the street naming item be placed on the June 24, 2026 Council meeting agenda.

10. CLOSED SESSION – None.

11. ADJOURNMENT – 6:59 p.m.

MINUTES CERTIFICATION

I, Dalia Santana-Zamudio, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that the above minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at City Hall, 850 S. Madera Ave, Kerman, CA.

Date: June 11, 2026 /s/ Dalia Santana-Zamudio, City Clerk



CITY COUNCIL SPECIAL MEETING MINUTES

Friday, June 12, 2026 at 5:00 PM

Kerman City Hall, 850 S. Madera Avenue, Kerman, CA 93630

1. OPENING CEREMONIES

- A. Call to Order – **5:02 p.m.**
- B. Roll Call – **All members present except Councilmember Herrera and Mayor Pro Tem Yep.**
- C. Flag Salute – **Performed.**

2. PUBLIC COMMENTS – None.

3. AGENDA

Motion to approve the agenda made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Herrera, Yep

Motion passes 3-0-0-2.

- A. **SUBJECT:** Resolution Approving Construction Contract Change Order No. 5 for the Hart Ranch Community Park Project (JG)

RECOMMENDATION: Council by motion adopt the resolution:

- 1. Approving Construction Contract Change Order No. 5 for the Hart Ranch Community Park Project to Avison Construction, Inc. in the amount of \$127,443.00; and
- 2. Authorizing the City Manager to sign Construction Contract Change Order No. 5 on behalf of the City. – **Res. 26-41**

Motion made by Councilmember Hall, Seconded by Councilmember Dhaliwal.

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Herrera, Yep

Motion passes 3-0-0-2.

4. ADJOURNMENT – 5:12 p.m.

MINUTES CERTIFICATION

I, Dalia Santana-Zamudio, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that the above minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at City Hall, 850 S. Madera Ave, Kerman, CA.

Date: June 15, 2026 /s/ Dalia Santana-Zamudio, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
Printed: 6/17/2026 8:06 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	05/15/2026	10,526.80
ACH	10517	FEDERAL TAXES PAYROLL	05/15/2026	62,445.46
ACH	10518	KERMAN POLICE OFFICERS ASSN	05/15/2026	762.75
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	05/15/2026	277.50
ACH	10520	ICMA-RC	05/15/2026	6,213.20
ACH	10522	CALPERS	05/15/2026	47,057.04
Total for 5/15/2026:				127,282.75
ACH	10522	CALPERS	05/20/2026	100,000.00
ACH	10644	US BANK EQUIPMENT FINANCE	05/20/2026	710.78
Total for 5/20/2026:				100,710.78
34825	11007	A & E INDUSTRIAL CLEANING EQUIP	05/21/2026	12.10
34826	11762	A-1 AUTO ELECTRIC/A-1 ALTERNATE	05/21/2026	359.00
34827	10017	ADVANCED FLOW MEASUREMENT	05/21/2026	2,266.00
34828	10040	AT&T MOBILITY	05/21/2026	2,049.56
34829	10271	AVENU INSIGHTS & ANALYTICS	05/21/2026	578.81
34830	11917	BLAIS & ASSOCIATES LLC	05/21/2026	8,909.00
34831	10061	BSK ASSOCIATES	05/21/2026	262.50
34832	10617	C A REDING CO INC	05/21/2026	129.01
34833	10064	CAL VALLEY PRINTING	05/21/2026	294.45
34834	10078	CALIFORNIA STATE DISBURSEMENT	05/21/2026	969.23
34835	12844	CALIFORNIA STATE DISBURSEMENT	05/21/2026	161.53
34836	11498	COMCAST CABLE COMMUNICATIONS	05/21/2026	743.57
34837	10108	COOKS COMMUNICATIONS CORP	05/21/2026	287.37
34839	10114	CROWN SHORT LOAD CONCRETE	05/21/2026	427.18
34840	10128	DEPARTMENT OF JUSTICE	05/21/2026	556.00
34841	10571	DITCH WITCH	05/21/2026	1,103.33
34842	11999	DOG WASTE DEPOT	05/21/2026	315.78
34843	11539	ERLEWINE MECHANICAL	05/21/2026	916.21
34844	10157	FERGUSON ENTERPRISES INC	05/21/2026	477.38
34845	10988	FRESNO COUNTY EDC	05/21/2026	6,000.00
34846	11550	FRESNO COUNTY SHERIFFS OFFICE -	05/21/2026	137.00
34847	10185	GRAINGER	05/21/2026	395.99
34848	11358	GREAT AMERICA FINANCIAL SERVICE	05/21/2026	716.47
34849	12187	HAMNER JEWELL & ASSOCIATES	05/21/2026	960.00
34850	10201	HORIZON	05/21/2026	928.38
34851	10219	JENSEN & PILEGARD INC	05/21/2026	256.53
34852	10485	JP AIR CONDITIONING & HEATING	05/21/2026	5,984.95
34853	10230	KENT M KAWAGOE PHD	05/21/2026	700.00
34854	11096	LOZANO SMITH LLP	05/21/2026	79.00
34855	10335	MADERA FORD	05/21/2026	772.91
34856	12928	MALLORY SAFETY AND SUPPLY LLC	05/21/2026	135.03
34857	12881	MINERAL KING PUBLISHING INC	05/21/2026	950.00
34858	11965	MISSION UNIFORM SERVICE	05/21/2026	571.20

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
34859	12989	CHRISTOPHER MIGUEL NARANJO	05/21/2026	500.00
34860	12988	JESSICA NESS	05/21/2026	150.00
34861	12356	NOTORIOUS GRAFIX	05/21/2026	455.07
34862	10289	P.G.& E.	05/21/2026	3,068.64
34863	12523	PAMOIST PET HOSPITAL	05/21/2026	255.00
34864	12026	PRECISION CIVIL ENGINEERING INC	05/21/2026	17,378.60
34865	12524	R&S ERECTION TRI-COUNTY INC	05/21/2026	757.80
34866	10324	RIVERSIDE NURSERY & LANDSCAPE	05/21/2026	458.89
34867	11823	KRYSTAL ROMERO	05/21/2026	150.00
34868	11041	ROSENBALM ROCKERY	05/21/2026	48.76
34869	12475	SAN JOAQUIN PEST CONTROL	05/21/2026	105.00
34870	11428	SHI INTERNATIONAL CORP	05/21/2026	1,275.66
34871	10862	SIGNMAX	05/21/2026	184.87
34872	11650	SITEONE LANDSCAPE SUPPLY, LLC	05/21/2026	142.71
34873	12368	SPECIALTY HOSE EXPRESS LLC	05/21/2026	20.54
34874	10342	STATE CONTROLLER'S OFFICE	05/21/2026	11.52
34875	10345	STATE OF CALIFORNIA	05/21/2026	50.00
34876	11460	SUPERIOR POOL PRODUCTS LLC	05/21/2026	2,087.07
34877	12917	SURF THRU INC	05/21/2026	756.50
34878	10357	TAYLOR MADE IRRIGATION	05/21/2026	65.50
34879	10015	THE ADVANCE GROUP INC	05/21/2026	397.60
34880	10754	THE HOME DEPOT PRO-SUPPLY WORKS	05/21/2026	101.13
34881	11502	TIREHUB LLC	05/21/2026	795.13
34882	12934	UGS MEDICAL	05/21/2026	263.75
34883	10168	UNITY IT	05/21/2026	1,605.19
34884	10387	USA BLUE BOOK	05/21/2026	885.87
34885	12977	BLANCO VALDIVIA	05/21/2026	70.00
34886	10391	VALLEY FARM SUPPLY STORES	05/21/2026	92.00
34887	12290	VERIZON	05/21/2026	172.20
34888	12344	WHITE CAP LP	05/21/2026	836.43
Total for 5/21/2026:				72,546.90
34889	11493	24 / 7 PET VETS	05/28/2026	446.40
34890	10021	ALERT O LITE	05/28/2026	207.37
34891	10023	ALL PHASE MSI MEDALLION SUPPLY	05/28/2026	73.75
34892	12537	AMERITAS GROUP INSURANCE CORP	05/28/2026	1,354.70
34893	10545	WILBERT BARCOMA	05/28/2026	100.00
34894	10054	BLUE SHIELD OF CALIFORNIA	05/28/2026	63,745.45
34895	10061	BSK ASSOCIATES	05/28/2026	120.00
34896	10617	C A REDING CO INC	05/28/2026	218.83
34897	11259	CIVIC PLUS INC	05/28/2026	7,947.60
34898	10103	COLONIAL LIFE	05/28/2026	1,521.17
34899	10139	DOOLEY ENTERPRISES INC	05/28/2026	999.97
34900	11358	GREAT AMERICA FINANCIAL SERVICES	05/28/2026	357.60
34901	11468	GREEN HILLS NURSERY INC	05/28/2026	348.89
34902	10201	HORIZON	05/28/2026	393.03
34903	10219	JENSEN & PILEGARD INC	05/28/2026	827.08
34904	10233	KERMAN CHAMBER OF COMMERCE	05/28/2026	600.00
34905	11459	LAWSON PRODUCTS INC	05/28/2026	141.89
34906	10250	LIEBERT CASSIDY WHITMORE	05/28/2026	840.00
34907	12928	MALLORY SAFETY AND SUPPLY LLC	05/28/2026	112.94
34908	12881	MINERAL KING PUBLISHING INC	05/28/2026	2,292.00
34909	11965	MISSION UNIFORM SERVICE	05/28/2026	173.32
34910	11209	DARREN MONTGOMERY	05/28/2026	939.21
34911	10272	MUTUAL OF OMAHA	05/28/2026	3,485.61
34912	10282	OFFICE DEPOT	05/28/2026	171.03

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
34913	12523	PAMOIST PET HOSPITAL	05/28/2026	2,375.00
34914	12992	PASADENA CONSULTING GROUB	05/28/2026	500.00
34915	12842	PRIMO BRANDS	05/28/2026	108.97
34916	12601	PROFENCE INC	05/28/2026	950.00
34917	10596	RED WING BUSINESS ADVANTAGE AC	05/28/2026	520.33
34918	11460	SUPERIOR POOL PRODUCTS LLC	05/28/2026	1,877.53
34919	11998	THE WATER CONNECTION INC	05/28/2026	1,371.79
34920	11502	TIREHUB LLC	05/28/2026	1,090.82
Total for 5/28/2026:				96,212.28
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	05/29/2026	10,797.09
ACH	10517	FEDERAL TAXES PAYROLL	05/29/2026	63,702.50
ACH	10520	ICMA-RC	05/29/2026	4,552.23
ACH	10522	CALPERS	05/29/2026	46,434.38
Total for 5/29/2026:				125,486.20
34921	UB*02112	FRANK AGUILAR	06/01/2026	56.13
34922	UB*02109	REYES BARRIENTOS SALAS	06/01/2026	91.20
34923	UB*02111	ISABELLE ESTES	06/01/2026	42.68
34924	UB*02101	LAURA FLORES	06/01/2026	123.30
34925	UB*02113	HENRY FRANCO	06/01/2026	24.64
34926	UB*02105	MARIO HERRERA	06/01/2026	128.85
34927	UB*02102	JOSEPH CROWN CONSTRUCTION ANI	06/01/2026	0.48
34928	UB*02106	MARIA SAAVEDRA	06/01/2026	230.37
34929	13002	CLAUDIA SAIN	06/01/2026	66.17
34930	UB*02110	LIZETTE SORIA GARCIA	06/01/2026	96.53
34931	UB*02104	THE CHURCH OF JESUS CHRIST OF LI	06/01/2026	357.96
34932	UB*02114	VIVIAN VALDES	06/01/2026	125.77
34933	UB*02108	FRED & LOTTIE VALLES	06/01/2026	44.09
34934	UB*02107	WILLIAM & CAROL WINCHESTER	06/01/2026	23.23
34935	UB*02100	MIRTHA YABAR TELLO	06/01/2026	163.17
Total for 6/1/2026:				1,574.57
34936	11387	LUISA AGUIRRE	06/03/2026	472.00
34937	13000	AMERICAN LEAK DETECTION INC	06/03/2026	625.00
34938	11355	BADGER METER	06/03/2026	445.90
34939	12768	BRENDEN BARRA	06/03/2026	228.00
34940	12995	BEARRY GOOD HEATING AND COOLI	06/03/2026	2,010.63
34941	12348	BRADY INDUSTRIES	06/03/2026	93.36
34942	10078	CALIFORNIA STATE DISBURSEMENT	06/03/2026	969.23
34943	12844	CALIFORNIA STATE DISBURSEMENT	06/03/2026	161.53
34944	12998	PRICILLA CARRILLO	06/03/2026	150.00
34945	12027	CERTIFIED LABORATORIES	06/03/2026	841.23
34946	11190	CHICAGO TITLE COMPANY	06/03/2026	1,600.00
34947	11983	COLLEGE OF THE SEQUOIAS-PUBLIC	06/03/2026	692.00
34948	10104	COMCAST	06/03/2026	498.48
34949	11382	DATA TICKET INC	06/03/2026	231.43
34950	12606	ARNOLD ESCALANTE	06/03/2026	150.00
34951	11550	FRESNO COUNTY SHERIFFS OFFICE -	06/03/2026	137.00
34952	10166	FRESNO-MADERA AGENCY ON AGINC	06/03/2026	7.45
34953	11627	GO EAST PROMOTIONS	06/03/2026	353.60
34954	11358	GREAT AMERICA FINANCIAL SERVICI	06/03/2026	132.70
34955	10458	RAUL HERRERA	06/03/2026	250.00

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
34956	11923	JOE A GONSALVES & SON	06/03/2026	1,250.00
34957	10238	KERMAN UNIFIED SCHOOL DIST	06/03/2026	1,161.47
34958	10371	TIM J LAW	06/03/2026	800.00
34959	12996	LISBETH PAOLA LOPEZ PINALES	06/03/2026	450.00
34960	12997	BRITTANY MADRIGAL	06/03/2026	150.00
34961	12999	CHRISTINA MCNABB	06/03/2026	450.00
34962	12881	MINERAL KING PUBLISHING INC	06/03/2026	900.00
34963	11965	MISSION UNIFORM SERVICE	06/03/2026	651.29
34964	10265	MONTOY LAW CORPORATION	06/03/2026	12,446.50
34965	10282	OFFICE DEPOT	06/03/2026	323.72
34966	10289	P.G.& E.	06/03/2026	7,062.13
34967	11891	PACE SUPPLY	06/03/2026	4,124.38
34968	12053	R & L MUSIC ENT	06/03/2026	225.00
34969	12475	SAN JOAQUIN PEST CONTROL	06/03/2026	758.00
34970	10331	SEBASTIAN	06/03/2026	1,034.00
34971	10332	SEBASTIAN	06/03/2026	2,124.96
34972	12368	SPECIALTY HOSE EXPRESS LLC	06/03/2026	179.81
34973	12985	SPORTS FACILITIES GROUP INC	06/03/2026	1,425.59
34974	11460	SUPERIOR POOL PRODUCTS LLC	06/03/2026	189.73
34975	10360	TERRY JOHNSON TRUCKING	06/03/2026	1,723.19
34976	10015	THE ADVANCE GROUP INC	06/03/2026	301.10
34977	10754	THE HOME DEPOT PRO-SUPPLY WOR	06/03/2026	596.14
34978	12065	BERNICE VIDALES	06/03/2026	150.00
34979	12994	JHOVANNY VILLASENOR	06/03/2026	228.00
34980	10406	WEST HILLS OIL INC	06/03/2026	8,674.77
34981	10413	YAMABE & HORN ENGINEERING INC	06/03/2026	244,787.93
34982	12267	IRENE ZAMORA	06/03/2026	150.00
Total for 6/3/2026:				302,367.25
34983	11493	24 / 7 PET VETS	06/11/2026	269.90
34984	10021	ALERT O LITE	06/11/2026	39.22
34985	12537	AMERITAS GROUP INSURANCE CORP	06/11/2026	1,145.74
34986	10035	AQUA NATURAL SOLUTIONS	06/11/2026	1,915.14
34987	11324	AVISON CONSTRUCTION INC	06/11/2026	682,979.89
34988	12348	BRADY INDUSTRIES	06/11/2026	110.50
34989	10617	C A REDING CO INC	06/11/2026	322.62
34990	12361	COASTAL MOUNTAIN ELECTRIC	06/11/2026	45,398.94
34991	12717	COUNTY OF FRESNO TREASURER	06/11/2026	431.69
34992	10826	CROWN SERVICES CORPORATION	06/11/2026	1,110.00
34993	10128	DEPARTMENT OF JUSTICE	06/11/2026	70.00
34994	12521	EDIS	06/11/2026	128.21
34995	10144	ELBERT DISTRIBUTING INC	06/11/2026	592.91
34996	BP-ENER	ENERGY SERVICE PARTNERS	06/11/2026	450.20
34997	10162	FRESNO COUNTY TREASURER	06/11/2026	26,375.57
34998	10185	GRAINGER	06/11/2026	56.24
34999	11358	GREAT AMERICA FINANCIAL SERVICE	06/11/2026	476.83
35000	10201	HORIZON	06/11/2026	145.34
35001	10371	TIM J LAW	06/11/2026	800.00
35002	10249	LEAGUE OF CALIFORNIA CITIES	06/11/2026	57.00
35003	10678	MAC'S EQUIPMENT INC	06/11/2026	382.37
35004	10261	MID VALLEY DISPOSAL INC	06/11/2026	168,551.02
35005	12881	MINERAL KING PUBLISHING INC	06/11/2026	3,011.50
35006	11965	MISSION UNIFORM SERVICE	06/11/2026	584.18
35007	12704	STEPHANIE MULLIGAN	06/11/2026	200.00
35008	12287	MY BARK CO INC	06/11/2026	12,163.72
35009	10282	OFFICE DEPOT	06/11/2026	291.23

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
35010	10289	P.G.& E.	06/11/2026	8,301.39
35011	10290	PACIFIC GAS & ELECTRIC	06/11/2026	36,025.10
35012	12026	PRECISION CIVIL ENGINEERING INC	06/11/2026	10,646.83
35013	12842	PRIMO BRANDS	06/11/2026	301.78
35014	12601	PROFENCE INC	06/11/2026	550.00
35015	12053	R & L MUSIC ENT	06/11/2026	225.00
35016	10319	RENO'S HARDWARE	06/11/2026	197.56
35017	11714	ROD CARSEY	06/11/2026	1,043.20
35018	12923	RWE CLEAN ENERGY DCE OPERATIO	06/11/2026	31,109.54
35019	12813	SERVPRO	06/11/2026	3,211.88
35020	11650	SITEONE LANDSCAPE SUPPLY, LLC	06/11/2026	963.11
35021	10337	SLUMBERGER LUMBER	06/11/2026	1,871.71
35022	12368	SPECIALTY HOSE EXPRESS LLC	06/11/2026	79.13
35023	11907	SPRINGBROOK HOLDING COMPANY I	06/11/2026	1,910.00
35024	11460	SUPERIOR POOL PRODUCTS LLC	06/11/2026	1,611.96
35025	12917	SURF THRU INC	06/11/2026	841.50
35026	10357	TAYLOR MADE IRRIGATION	06/11/2026	82.70
35027	10015	THE ADVANCE GROUP INC	06/11/2026	230.26
35028	10754	THE HOME DEPOT PRO-SUPPLY WORL	06/11/2026	686.22
35029	11998	THE WATER CONNECTION INC	06/11/2026	200.00
35030	10374	TRI TECH FORENSICS INC	06/11/2026	241.20
35031	10168	UNITY IT	06/11/2026	9,057.47
35032	10387	USA BLUE BOOK	06/11/2026	183.24
35033	12178	VALLEY ANIMAL CENTER SPAY & NE	06/11/2026	847.25
35034	10391	VALLEY FARM SUPPLY STORES	06/11/2026	24.59
35035	12290	VERIZON	06/11/2026	1,553.90
Total for 6/11/2026:				1,060,056.48
Report Total (222 checks):				1,886,237.21

CITY OF KERMAN
CD/Securities Portfolio
As of May 31, 2026

Section 5, Item C.

As of May 31, 2026					6/30/2025			6/30/2026	Section 5, Item C.	
Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	Book Balance	Additions/ (Deletions)	Cashed In	Book Balance	Fair Value	Interest Paid
CD's:										
Pacific Member Bank Irvine	615-030525-245	5.00%	3/15/24	9/15/25	243,000.00	(243,000.00)		-	-	6,124.93
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25	245,000.00	(245,000.00)		-	-	4,432.15
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00	(249,000.00)		-	-	627.62
Bank of Hapoalim B M New York	615-030525-245	5.05%	4/24/24	10/29/25	200,000.00	(200,000.00)		-	-	5,063.84
Flagstar Bank National Association	615-030525-245	5.20%	6/11/24	1/13/26	243,000.00	(243,000.00)		-	-	7,408.50
US Government Bonds										
Federal Home Loan Bank	615-030525-245	5.00%	10/29/24	10/30/29	500,000.00	(500,000.00)		-	-	6,250.00
Federal Home Loan Bank	615-030525-245	4.80%	5/28/25	5/15/28	500,000.00	(500,000.00)		-	-	5,133.33
Federal Home Loan Bank	615-030525-245	4.50%	6/30/25	6/23/28	280,000.00	(280,000.00)		-	-	2,905.00
Federal Home Loan Bank	615-030525-245	4.50%	3/24/25	3/24/28	251,000.00	(251,000.00)		-	-	5,647.50
Federal Home Loan Bank	615-030525-245	4.75%	10/30/24	10/30/29	500,000.00	(500,000.00)		-	-	11,875.00
Federal Home Loan Bank	615-030525-245	4.50%	1/30/25	7/30/27	500,000.00	(500,000.00)		-	-	16,875.00
Federal Home Loan Bank	615-030525-245	4.52%	5/7/25	11/7/28	503,000.00	(503,000.00)		-	-	11,367.80
Federal Home Loan Bank	615-030525-245	5.00%	5/28/25	5/14/30	500,000.00	(500,000.00)		-	-	11,527.78
Federal Home Loan Bank	615-030525-245	4.55%	8/19/25	8/19/30		-		-	-	7,899.31
Federal Home Loan Bank	615-030525-245	4.50%	7/30/25	7/28/28		-		-	-	11,125.00
Federal Home Loan Bank	615-030525-245	4.00%	10/30/25	10/30/28		-		-	-	6,000.00
Federal Home Loan Bank	615-030525-245	4.20%	9/24/25	9/13/30		750,000.00		750,000.00	747,562.50	14,787.50
Federal Home Loan Bank	615-030525-245	4.00%	10/15/25	10/15/29		535,000.00		535,000.00	529,858.65	10,700.00
Federal Home Loan Bank	615-030525-245	4.00%	4/22/26	10/22/29		600,000.00		600,000.00	596,538.00	11,466.67
Federal Home Loan Bank	615-030525-245	4.00%	2/27/26	2/27/30		600,000.00		600,000.00	594,894.00	-
Federal Home Loan Bank	615-030525-245	4.20%	11/26/25	11/26/29		525,000.00		525,000.00	519,975.75	11,025.00
Federal Home Loan Bank	615-030525-245	4.15%	11/28/25	5/28/30		525,000.00		525,000.00	519,671.25	10,893.75
Federal Home Loan Bank	615-030525-245	4.15%	1/28/26	1/28/31		750,000.00		750,000.00	742,642.50	-
Federal Home Loan Bank	615-030525-245	4.10%	12/30/25	12/30/30		500,000.00		500,000.00	493,245.00	-
United Security Bank CD										
United Security Bank	1317802	4.75%	2/2/24	2/2/26	250,000.00			250,000.00	250,000.00	-
United Security Bank	1317802	4.75%	6/27/24	6/27/26	250,000.00			250,000.00	250,000.00	-
Average Rate		4.23%								
Total CD's					5,214,000.00	71,000.00	-	5,285,000.00	5,244,387.65	179,556.98

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2025 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2026 Book Balance	Fair Value	Interest Paid
Securities America Sweep Program										
	Beginning Balance				67.00			67.00		
	Transfers In/(Out)		7/1-7/31/25			19,482.01		19,482.01		
			8/1-8/31/25			(19,549.01)		(19,549.01)		
			9/16-9/30/25			537,687.20		537,687.20		
			10/1-10/31/25			-512413.89		(512,413.89)		
			11/1-11/28/25			-24114.73		(24,114.73)		
			12/15-12/30/25			-1154.46		(1,154.46)		
			1/1-1/30/26			11174.2		11,174.20		
			2/2-2/27/26			84.74		84.74		
			3/13-3/27/26			-11263.06		(11,263.06)		
			4/16-4/29/26			0		-		
			5/27-5/28/26			0		-		
					67.00	(67.00)	-	0.00	0.00	-
Local Agency Investment Fund										
Beginning Balance	98-10-400				18,458,212.85			18,458,212.85		-
	Interest	4.40%	7/15/25			202,228.94		202,228.94		202,228.94
		4.34%	10/15/25			203,843.34		203,843.34		
		4.20%	1/15/26			199,464.05		199,464.05		
		3.98%	4/15/26			186,816.86		186,816.86		
	Transfers In/(Out)							-		-
								-		
								-		
								-		
	Total - LAIF	4.23%			18,458,212.85	792,353.19	-	19,250,566.04	19,250,566.04	202,228.94
Central Valley Money Market Acct										
Beginning Balance	015030960				3,649,281.76			3,649,281.76		
	Interest		7/31/25			247.95		247.95		247.95
			8/31/25			231.97		231.97		
			9/30/25			255.98		255.98		
			10/31/25			208.55		208.55		
			11/30/25			162.64		162.64		
			12/31/25			158.82		158.82		
			1/31/26			75.65		75.65		
			2/28/26			70.61		70.61		
			3/31/26			80.71		80.71		
			4/30/26			75.67		75.67		
			5/31/26			73.15		73.15		
	Transfers In/(Out)							-		-
								-		
			10/14/25			(1,000,000.00)		(1,000,000.00)		
			12/22/25			(1,500,000.00)		(1,500,000.00)		
		0.08%						-		
								-		
					3,649,281.76	(2,498,358.30)	-	1,150,923.46	1,150,923.46	247.95

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2025 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2026 Book Balance	Fair Value	Interest Paid
Subtotal All City Investments		2.85%			27,321,494.61	(1,635,005.11)	-	25,686,489.50	25,645,877.15	382,033.87
Total Investments					27,321,561.61	(1,635,072.11)	-	25,686,489.50	25,645,877.15	382,033.87
								Market Value Adjustment	(40,612.35)	
								(1,635,072.11)		
								(1,635,072.11)		
								-		



STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Updating of Salary Schedules for City Employees (JA)

RECOMMENDATION: Council adopt resolution updating Salary Schedules for Kerman Municipal Employees Association (KMEA), the Kerman Police Officers Association (KPOA), and Management Employees effective July 1, 2026.

EXECUTIVE SUMMARY:

The City of Kerman KMEA and KPOA contracts result in changes to the salary scales effective July 1, 2026.

On July 24, 2024, Council approved a resolution approving a Memorandum of Understanding between the City of Kerman and KMEA for July 1, 2024 through June 30, 2027, which included a 4% COLA for each year in 2024, 2025, and 2026.

On September 25, 2024, Council approved a resolution approving a Memorandum of Understanding between the City of Kerman and KPOA for July 1, 2024 through June 30, 2027, which included a 4% COLA for each year in 2024, 2025 and 2026.

No adjustments are required for Management employees.

California state law requires a pay schedule be approved and adopted by the City Council in accordance with public meeting laws that indicates the position title and the pay rate for every position along with the effective date of any revisions. The salary scale must be made immediately accessible for public review or posted on the City's website.

FISCAL IMPACT:

The Salary changes were incorporated into the Fiscal Year 2026/2027 budget that was presented with the Budget adoption meeting on June 10, 2026.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN UPDATING THE 2026/2027 SALARY SCHEDULES FOR EMPLOYEES IN THE MISCELLANEOUS BARGAINING UNIT, THE PUBLIC SAFETY BARGAINING UNIT AND THE MANAGEMENT GROUP

WHEREAS, the City of Kerman, the Kerman Municipal Employees Association (KMEA) and the Kerman Police Officers Association (KPOA) have entered into a Memorandum of Understanding for the period of July 1, 2024 through June 30, 2027 which include a 4% COLA for each year of the agreement; and

WHEREAS, the salary terms of the agreements have been incorporated into the revised salary scales attached effective July 1, 2026; and

WHEREAS, California State law requires pay schedules to be approved and adopted by the City Council.

NOW, THEREFORE, the City Council of the City of Kerman resolves as follows:

Section 1 The foregoing recitals are true and correct and incorporated by reference.

Section 2. The Council adopts amended salary schedules for employees in the KMEA, KPOA, and Management Group as set forth in **Exhibit 'A'**.

Section 3. This resolution is effective immediately.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

ATTEST:

Maria Pacheco
Mayor

Dalia Santana Zamudio
City Clerk

Exhibit 'A'

Miscellaneous Employees
July 2026 - June 2027

Finance	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Senior Accountant**	\$ 5,664	\$ 5,948	\$ 6,245	\$ 6,557	\$ 6,885	\$ 7,229	\$ 7,591
Junior Accountant	\$ 4,548	\$ 4,775	\$ 5,014	\$ 5,264	\$ 5,528	\$ 5,804	\$ 6,094
Payroll Specialist	\$ 5,100	\$ 5,355	\$ 5,623	\$ 5,904	\$ 6,199	\$ 6,509	\$ 6,835
Utility Clerk I	\$ 4,548	\$ 4,775	\$ 5,014	\$ 5,264	\$ 5,528	\$ 5,804	\$ 6,094
Account Clerk II	\$ 4,048	\$ 4,250	\$ 4,463	\$ 4,686	\$ 4,920	\$ 5,166	\$ 5,424
Account Clerk I	\$ 3,562	\$ 3,740	\$ 3,927	\$ 4,123	\$ 4,329	\$ 4,546	\$ 4,773
Administrative Analyst	\$ 5,025	\$ 5,277	\$ 5,540	\$ 5,817	\$ 6,108	\$ 6,414	\$ 6,734

** FLSA Exempt

Miscellaneous Employees
July 2026 - June 2027

Management Services	Step A	Step B	Step C	Step D	Step E	Step F	Step G
City Clerk**	\$ 5,954	\$ 6,252	\$ 6,564	\$ 6,892	\$ 7,237	\$ 7,599	\$ 7,979
Executive Assistant	\$ 5,100	\$ 5,355	\$ 5,623	\$ 5,904	\$ 6,199	\$ 6,509	\$ 6,835
Human Resource Officer**	\$ 7,358	\$ 7,726	\$ 8,112	\$ 8,517	\$ 8,943	\$ 9,391	\$ 9,860
Human Resource Specialist	\$ 5,100	\$ 5,355	\$ 5,623	\$ 5,904	\$ 6,199	\$ 6,509	\$ 6,835
Human Resource Technician	\$ 4,391	\$ 4,611	\$ 4,841	\$ 5,083	\$ 5,338	\$ 5,605	\$ 5,885
Assistant to the City Clerk	\$ 4,117	\$ 4,323	\$ 4,539	\$ 4,766	\$ 5,004	\$ 5,254	\$ 5,517
Administrative Assistant	\$ 4,547	\$ 4,775	\$ 5,014	\$ 5,264	\$ 5,527	\$ 5,804	\$ 6,094

** FLSA Exempt

**Miscellaneous Employees
July 2026 - June 2027**

Community Services	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Assistant Director**	\$ 6,228	\$ 6,539	\$ 6,866	\$ 7,209	\$ 7,570	\$ 7,948	\$ 8,345
CS Lead Supervisor	\$ 5,308	\$ 5,574	\$ 5,852	\$ 6,145	\$ 6,452	\$ 6,775	\$ 7,114
Parks Maintenance Worker II	\$ 4,158	\$ 4,365	\$ 4,584	\$ 4,813	\$ 5,054	\$ 5,306	\$ 5,572
Parks Maintenance Worker I	\$ 3,744	\$ 3,931	\$ 4,128	\$ 4,334	\$ 4,551	\$ 4,779	\$ 5,018
Recreation Supervisor**	\$ 5,954	\$ 6,252	\$ 6,564	\$ 6,892	\$ 7,237	\$ 7,599	\$ 7,979
Recreation Coordinator	\$ 4,594	\$ 4,824	\$ 5,065	\$ 5,319	\$ 5,585	\$ 5,864	\$ 6,157
Senior Services Coordinator	\$ 4,242	\$ 4,454	\$ 4,677	\$ 4,910	\$ 5,156	\$ 5,414	\$ 5,684
Administrative Assistant	\$ 4,547	\$ 4,775	\$ 5,014	\$ 5,264	\$ 5,527	\$ 5,804	\$ 6,094

** FLSA Exempt

**Miscellaneous Employees
July 2026 - June 2027**

Community Development	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Code Enforcement Official	\$ 4,842	\$ 5,084	\$ 5,338	\$ 5,605	\$ 5,885	\$ 6,180	\$ 6,489
Associate Planner**	\$ 5,983	\$ 6,282	\$ 6,596	\$ 6,926	\$ 7,272	\$ 7,636	\$ 8,018
Assistant Planner	\$ 5,415	\$ 5,686	\$ 5,970	\$ 6,269	\$ 6,582	\$ 6,911	\$ 7,257
Building Official **	\$ 6,846	\$ 7,188	\$ 7,548	\$ 7,925	\$ 8,322	\$ 8,738	\$ 9,174
Permit Tech II	\$ 4,525	\$ 4,751	\$ 4,989	\$ 5,238	\$ 5,500	\$ 5,775	\$ 6,064
Permit Tech I	\$ 4,306	\$ 4,521	\$ 4,747	\$ 4,985	\$ 5,234	\$ 5,495	\$ 5,770
Community Development Coordinator	\$ 4,596	\$ 4,826	\$ 5,067	\$ 5,321	\$ 5,587	\$ 5,866	\$ 6,159
Administrative Assistant	\$ 4,547	\$ 4,775	\$ 5,014	\$ 5,264	\$ 5,527	\$ 5,804	\$ 6,094

** FLSA Exempt

**Miscellaneous Employees
July 2026 - June 2027**

Public Works	Step A	Step B	Step C	Step D	Step E	Step F	Step G
PW Operations Coordinator **	\$ 6,545	\$ 6,872	\$ 7,216	\$ 7,577	\$ 7,956	\$ 8,353	\$ 8,771
Administrative Assistant	\$ 4,547	\$ 4,775	\$ 5,014	\$ 5,264	\$ 5,527	\$ 5,804	\$ 6,094
Fleet Services Supervisor **	\$ 5,664	\$ 5,948	\$ 6,245	\$ 6,557	\$ 6,885	\$ 7,229	\$ 7,591
Fleet Mechanic II	\$ 4,639	\$ 4,871	\$ 5,115	\$ 5,371	\$ 5,639	\$ 5,921	\$ 6,217
Fleet Mechanic I	\$ 4,199	\$ 4,409	\$ 4,630	\$ 4,861	\$ 5,105	\$ 5,360	\$ 5,628
PW Lead Supervisor	\$ 5,308	\$ 5,574	\$ 5,852	\$ 6,145	\$ 6,452	\$ 6,775	\$ 7,114
PW Maintenance Worker III- Specialist	\$ 4,571	\$ 4,800	\$ 5,040	\$ 5,292	\$ 5,556	\$ 5,834	\$ 6,126
PW Maintenance Worker II	\$ 4,137	\$ 4,344	\$ 4,561	\$ 4,789	\$ 5,028	\$ 5,280	\$ 5,544
PW Maintenance Worker I	\$ 3,744	\$ 3,931	\$ 4,128	\$ 4,334	\$ 4,551	\$ 4,779	\$ 5,018
WWTP Water Distribution/Waste Water Manager**	\$ 7,269	\$ 7,632	\$ 8,014	\$ 8,414	\$ 8,835	\$ 9,277	\$ 9,741
WWTP Lead Supervisor	\$ 5,608	\$ 5,888	\$ 6,183	\$ 6,492	\$ 6,816	\$ 7,157	\$ 7,515
WWTP & Water Operator Grade I	\$ 4,594	\$ 4,823	\$ 5,064	\$ 5,318	\$ 5,584	\$ 5,863	\$ 6,156
WWTP & Water Operator Grade II	\$ 5,076	\$ 5,329	\$ 5,596	\$ 5,876	\$ 6,170	\$ 6,478	\$ 6,802
WWTP Maintenance Worker III-Specialist	\$ 4,571	\$ 4,800	\$ 5,040	\$ 5,292	\$ 5,556	\$ 5,834	\$ 6,126
WWTP Maintenance Worker I	\$ 3,744	\$ 3,931	\$ 4,128	\$ 4,334	\$ 4,551	\$ 4,779	\$ 5,018
WWTP Maintenance Worker II	\$ 4,136	\$ 4,343	\$ 4,560	\$ 4,788	\$ 5,028	\$ 5,279	\$ 5,543
Water Conservation Specialist (Certified)	\$ 5,025	\$ 5,277	\$ 5,540	\$ 5,817	\$ 6,108	\$ 6,414	\$ 6,734
Water Conservation Specialist (Non Certified)	\$ 4,780	\$ 5,019	\$ 5,270	\$ 5,533	\$ 5,810	\$ 6,100	\$ 6,405
Administrative Analyst	\$ 5,025	\$ 5,277	\$ 5,540	\$ 5,817	\$ 6,108	\$ 6,414	\$ 6,734

** FLSA Exempt

Public Safety Employees
July 2026 - June 2027

Public Safety	Step A	Step B	Step C	Step D	Step E	Step F	Step G
Lieutenant	\$ 8,399	\$ 8,819	\$ 9,260	\$ 9,723	\$ 10,209	\$ 10,719	\$ 11,255
Sergeant- 2,184 Annual Hours	\$ 7,268	\$ 7,631	\$ 8,013	\$ 8,414	\$ 8,834	\$ 9,276	\$ 9,740
Corporal- 2,184 Annual Hrs	\$ 5,750	\$ 6,037	\$ 6,339	\$ 6,656	\$ 6,989	\$ 7,338	\$ 7,705
Police Officer- 2,184 Annual Hrs	\$ 5,470	\$ 5,743	\$ 6,031	\$ 6,332	\$ 6,649	\$ 6,981	\$ 7,330
Community Service Officer	\$ 4,116	\$ 4,322	\$ 4,538	\$ 4,765	\$ 5,003	\$ 5,254	\$ 5,516
Animal Control	\$ 4,549	\$ 4,776	\$ 5,015	\$ 5,266	\$ 5,529	\$ 5,805	\$ 6,095
Animal Shelter Attendant	\$ 4,549	\$ 4,776	\$ 5,015	\$ 5,266	\$ 5,529	\$ 5,805	\$ 6,095
Administrative Assistant	\$ 4,926	\$ 5,172	\$ 5,431	\$ 5,702	\$ 5,987	\$ 6,287	\$ 6,601
Records Manager	\$ 5,143	\$ 5,400	\$ 5,670	\$ 5,954	\$ 6,252	\$ 6,564	\$ 6,892
Records Clerk	\$ 3,916	\$ 4,112	\$ 4,317	\$ 4,533	\$ 4,760	\$ 4,998	\$ 5,248

Lieutenant - FLSA Exempt

Sergeant and Police Officers Pay Based on 2,184 Annual Hours versus 2,080 Hours

Management Employees
July 2026 - June 2027

Management	Step A	Step B	Step C	Step D	Step E	Step F	Step G
City Manager	\$ 15,194	\$ 15,954	\$ 16,752	\$ 17,590	\$ 18,030	\$ 18,480	\$ 18,943
Police Chief	\$ 10,570	\$ 11,099	\$ 11,654	\$ 12,237	\$ 12,849	\$ 13,491	***
Community Development Director	\$ 9,167	\$ 9,625	\$ 10,106	\$ 10,611	\$ 11,142	\$ 11,699	***
Director of Public Works	\$ 8,611	\$ 9,042	\$ 9,494	\$ 9,969	\$ 10,467	\$ 10,990	***
Finance Director	\$ 9,298	\$ 9,763	\$ 10,251	\$ 10,764	\$ 11,302	\$ 11,867	***
Community Services Director	\$ 8,636	\$ 9,068	\$ 9,521	\$ 9,997	\$ 10,497	\$ 11,022	***

All Management employees are at will employees with employee agreements

***Per current employee agreement, employee shall be eligible for a 5% increase each year upon satisfactory evaluation



STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Approval of Project List for Fiscal Year 2026/2027 Funded by SB1, the Road Repair and Accountability Act of 2017 (JA)

RECOMMENDATION: Council by motion adopt resolution approving project list for Fiscal Year 2026/2027 funded by SB1, the Road Repair and Accountability Act of 2017.

EXECUTIVE SUMMARY:

Senate Bill 1 (SB1), known as the Road Repair and Accountability Act of 2017, was signed into law by the Governor in April 2017 to address basic road maintenance, rehabilitation, and critical safety needs on both the state highway, local streets, and road systems.

To receive funding from the Road Maintenance and Rehabilitation Act (RMRA), the City is required to submit to the California Transportation Commission (CTC) a list of projects proposed to be funded, pursuant to an adopted resolution by the City Council at a regular public meeting.

Based on Maintenance of Effort (MOE) established in Streets and Highways Code Section 2036, an annual match of \$20,200 (minimum) from the City's discretionary spending fund is required. The purchase and installation of the Solar Light Poles Project on the East side has been designated for the use of the MOE for Fiscal Years 2019/2020 through FY 2025/2026 and installation of these lights will be done in FY 2026/2027.

The Street Rehabilitation Project will continue into FY 2026/2027. The total project cost for this FY is \$1,200,000. Funds from both SB1 and Local Transportation Funds will be used to fund this project.

Annually in December, the City must submit a completed and an in-progress project report. If this report is not submitted, the RMRA funds will be forfeited.

FISCAL IMPACT:

The City of Kerman projects to receive a total of \$492,006 from SB1 RMRA Funds in Fiscal Year 2026/2027, according to the State Department of Finance statewide revenue projection. Fund reserves or Local Transportation Funds (LTF) will fund this project, if needed.

ATTACHMENTS:

- A. Resolution
- B. Map

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A LIST OF PROJECTS FOR FISCAL YEAR 2026/2027 FUNDED BY SB1, THE ROAD REPAIR AND ACCOUNTABILITY ACT OF 2017

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of our City of Kerman are aware of the projects proposed for funding in our community and which projects have been completed each Fiscal Year; and

WHEREAS, the City of Kerman must adopt a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Account (RMRA), created by SB 1 by resolution, which must include a description and the location of each proposed project, a proposed schedule for the project’s completion, and the estimated useful life of the improvement; and

WHEREAS, the City of Kerman, will receive an estimated \$492,006 in RMRA funding in Fiscal Year 2026/2027 from SB 1; and

WHEREAS, this is the ninth year in which the City of Kerman is receiving SB 1 funding and will enable the City of Kerman to continue essential road maintenance and rehabilitation projects, safety improvements, repairing and replacing aging bridges, and increasing access and mobility options for the traveling public that would not have otherwise been possible without SB 1; and

WHEREAS, the City of Kerman has undergone a public process to ensure public input into our community’s transportation priorities/the project list; and

WHEREAS, the City of Kerman used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the community’s priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City of Kerman maintain and rehabilitate local streets through the City of Kerman such as E Street, 1st Street, A Street (California Avenue), Del Norte Avenue, 2nd Street, a segment of F Street between Pacheco Drive and Vineland Avenue and several similar projects into the future and segments are as follows:

1. F Street from 9th Street to Goldenrod Ave
2. 9th Street from F Street to G Street
3. B Street from southbound Madera Ave to northbound Madera Ave

4. B Street from 8th Street to 9th Street
5. 9th Street from California Ave to D Street
6. C Street from Madera Ave to 6th Street
7. D Street from Madera Ave to 6th Street
8. C Street from 1st Street to Madera Ave
9. Commerce Way west of Madera Ave
10. Park Ave from Kearney Blvd to California Ave; and

WHEREAS, the California Statewide Local Streets and Roads Needs Assessment Report from April 2023 found that the City of Kerman streets and roads are at higher risk (50-60), and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a safe, functional, and cutting-edge road condition; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

NOW, THEREFORE IT IS HEREBY RESOLVED, ORDERED AND FOUND by the City Council of the City of Kerman, State of California, as follows:

1. The foregoing recitals are true and correct.
2. The following list of newly proposed projects will be funded in-part with Fiscal Year 2026/2027 Road Maintenance and Rehabilitation Account revenues:

FY 26/27 Street Rehabilitation Project - Various Streets

Description: Reconstruction of the existing pavement, including excavation of the existing pavement section, compaction of subgrade, placement and compaction of aggregate base, and hot mix asphalt paving. The Project also includes the construction of concrete curb and gutter, sidewalk, alley approaches, and/or curb ramps where they are damaged and/or non-compliant with ADA requirements.

Location: Local streets in the area bounded by E St., 1st St., A St. and Del Norte Ave. and 2) a segment of F St. between Pacheco Dr. and Vineland Ave and segments are as follows:

1. F Street from 9th Street to Goldenrod Ave
2. 9th Street from F Street to G Street
3. B Street from southbound Madera Ave to northbound Madera Ave
4. B Street from 8th Street to 9th Street
5. 9th Street from California Ave to D Street
6. C Street from Madera Ave to 6th Street
7. D Street from Madera Ave to 6th Street
8. C Street from 1st St to Madera Ave
9. Commerce Way west of Madera Ave
10. Park Ave from Kearney Blvd to California Ave

Estimated Useful Life: 20 years

Anticipated Project Schedule:	Bid Opening	April 2027
	Award Contract	May 2027
	Begin Construction	June 2027

3. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman, at a regularly scheduled meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

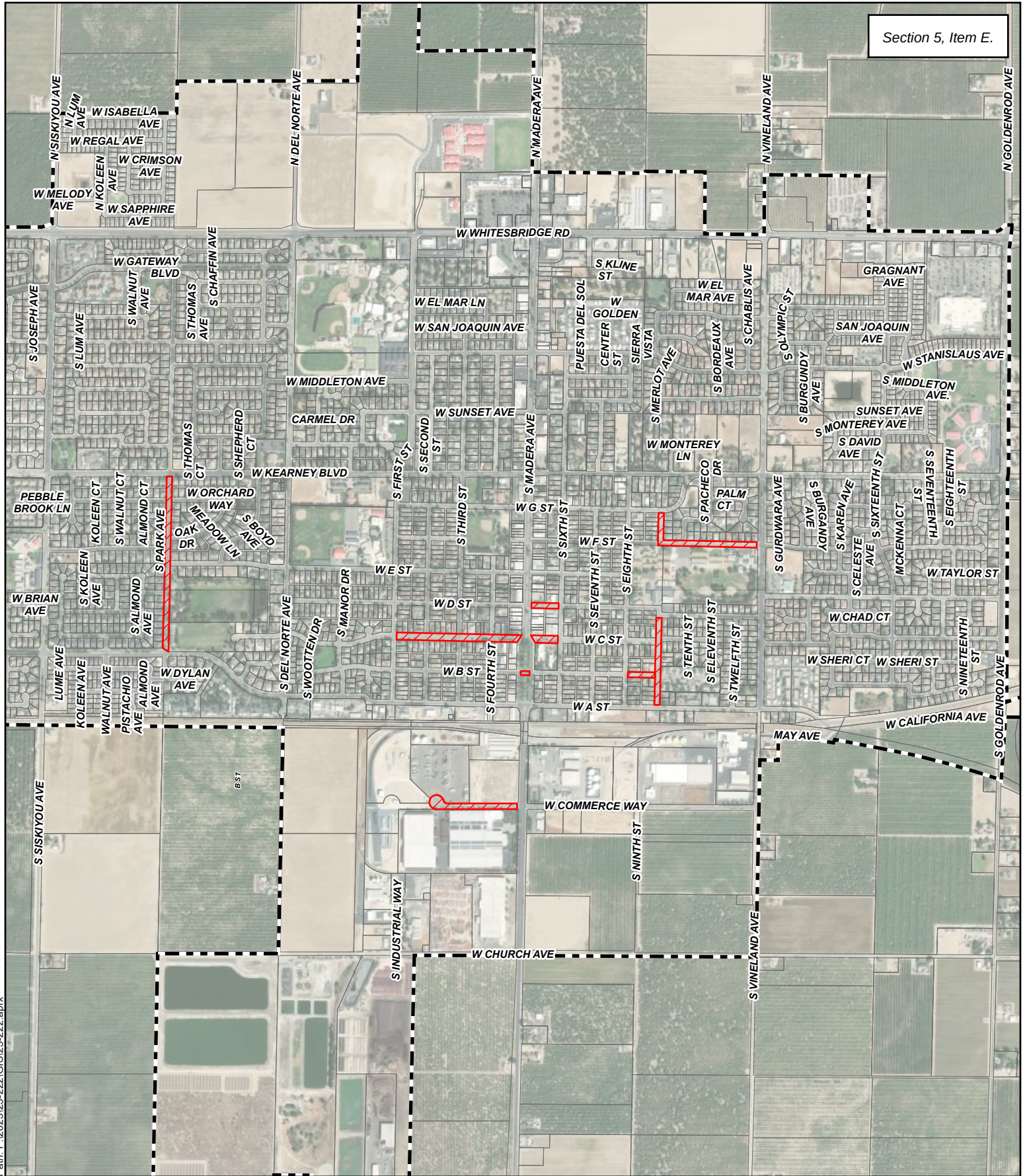
ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana Zamudio
City Clerk



Path: F:\2025\25-222\GIS\25-222.aprx



Legend

Project Location

City Limits

0 1,400 2,800
Feet

FY26-27 Local Streets Projects Location Map

**Yamabe & Horn
Engineering, Inc.**
CIVIL ENGINEERS • LAND SURVEYORS





STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: Participation In Fresno County's Joint Powers Agreement for Fresno's Urban County Program For Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Entitlement Funding For Federal Grant Years 2027, 2028, and 2029 (JAJ)

RECOMMENDATION: Council adopt a resolution approving participation In Fresno County's Joint Powers Agreement for Fresno's Urban County Program for Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) Entitlement Funding for Federal Grant Years 2027, 2028, and 2029.

DISCUSSION:

The City of Kerman has participated in a Joint Powers Agreement (JPA) with the County of Fresno and other cities for Urban County Entitlement Status with the U.S. Department of Housing and Urban Development (HUD) in order to receive entitlement grant funds under the Federal CDBG and related Home Investment Partnerships Act (HOME) programs since its inception in Fresno County.

Every three years, the County of Fresno and its partner cities must requalify, with each city approving a resolution (**Attachment 'A'**) notifying the County of the City's official decision to participate in the County's program.

In the past, the CDBG program has funded sewer and storm line improvements, California Avenue drainage, ADA improvements, curb and sidewalk projects, partial funding for the Community/Teen Center, Katey's Kids Park, Trini's Park and Veterans Park improvements.

Potential future projects include housing, public works infrastructure, public facilities, public service programs, and the HOME program that meet CDBG eligibility criteria and serve CDBG eligible neighborhoods and communities.

Once the City commits to continuing as a partner in the JPA, a new agreement will be prepared by the County in substantially the same form as written in **Exhibit 'A'** for execution by the City Manager.

FISCAL IMPACT:

The City can expect to be eligible to receive approximately \$150,000 per year from the CDBG Program, and the City is possibly eligible for additional funds from HOME and ESG in an undetermined amount.

ATTACHMENTS:

A. Resolution w/ Exhibit

Attachment 'A'

RESOLUTION NO. 26-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING PARTICIPATION IN FRESNO COUNTY’S JOINT POWERS AGREEMENT FOR FRESNO’S URBAN COUNTY PROGRAM FOR COMMUNITY DEVELOPMENT BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), AND EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING FOR FEDERAL GRANT YEARS 2027, 2028, AND 2029

WHEREAS, the County of Fresno and some of the cities therein, by joining in a combined effort under the terms of a Joint Powers Agreement (JPA), qualify as an urban county for grants under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City Council is asked for agreement to participate and for the City of Kerman to continue its membership and association with other cities and County in a JPA (**Exhibit 'A'**).

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Kerman, that the City desires to join the Joint Powers Agreement by and between the County of Fresno and other Fresno County incorporated cities for the purpose of participation in Fresno County’s Joint Powers Agreement for Fresno’s Urban County Program for Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) entitlement funding for Federal grant years 2027, 2028, and 2029.

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the Joint Powers Agreement on behalf of the City.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana-Zamudio
City Clerk

JOINT POWERS AGREEMENT

COUNTY OF FRESNO's URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT
BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and
EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING
FOR FEDERAL GRANT YEARS 2027, 2028, and 2029

THIS JOINT POWERS AGREEMENT (the "Agreement") is executed this ____ day of August, 2026, by and between the COUNTY OF FRESNO, a political subdivision of the State of California, ("COUNTY"), and each city listed under "Participating Cites" in Exhibit A "Record of Participating and Non-Participating Cities," attached hereto and by this reference incorporated herein (collectively hereinafter referred to as "CITY" or "CITIES"). References in this Agreement to party or parties shall be understood to refer to COUNTY and CITIES unless otherwise specified. It is further understood that any references to "units of local government" shall refer to the CITIES. Collectively, the Community Development Block Grant (CDBG), Home Investment Partnerships (HOME), and Emergency Solutions Grants (ESG) entitlement programs funded by the U.S. Department of Housing and Urban Development (HUD) shall be known as the URBAN COUNTY PROGRAM.

WITNESSETH

WHEREAS, the COUNTY and the CITIES desire to engage in housing and community development activities as authorized under the Housing and Community Development Act of 1974, as amended, and hereafter referred to as the ACT;

WHEREAS, the ACT requires that certain cooperative agreements be entered into between the COUNTY and the CITIES for a period of three years in order to implement the provisions and terms of said ACT;

WHEREAS, the Mayor of each CITY is authorized to execute this Agreement on the city's behalf; and

WHEREAS, the Chairman of the Board is authorized to execute this Agreement on the County's behalf; and

1 WHEREAS, the COUNTY and the CITIES are public agencies under the provisions of
2 Section 6500 of the Government Code of the State of California (GC), and each is authorized
3 by law to enter into Joint Powers Agreements; and

4 WHEREAS, HUD uses the term “Cooperation Agreement” for cooperative agreements
5 between Urban Counties, such as the COUNTY, and non-entitlement cities, which include all
6 incorporated cities within the County of Fresno except for the City of Fresno and the City of
7 Clovis; and

8 WHEREAS, any reference within the Agreement to Joint Powers Agreement as defined
9 by the State of California shall be equivalent to the term “Cooperation Agreement” as defined
10 by HUD in its CPD Notice 26-08, titled “Instructions for Urban County Qualification for
11 Participation in the Community Development Block Grant (CDBG) Program;” and

12 WHEREAS, the COUNTY and the CITIES are individually authorized by law to engage
13 in housing and community development activities funded by CDBG, HOME, and ESG;

14 WHEREAS, the COUNTY and the CITIES are each individually obligated by GC
15 Section 65583(c) to undertake the actions identified in their respective Housing Elements of
16 their General Plan; and

17 WHEREAS, the State of California has tied the CDBG Urban County structure as it
18 existed in 2017 to urban county designation for its Permanent Local Housing Allocation (PLHA)
19 program; and whereby the PLHA allocations for the cities of Fowler, Kerman, Kingsburg,
20 Mendota, Reedley, Sanger, and Selma are automatically administered by the COUNTY, but all
21 other cities must administer their own by default; and

22 WHEREAS, the cities of [TBD] are electing to participate in this Joint Powers
23 Agreement; and

24 WHEREAS, the COUNTY and the CITIES find and determine that it is in the best
25 interest of the residents of the unincorporated area of the COUNTY and of the CITIES that
26 housing and community development activities be performed jointly in accordance with the
27 provisions of this Agreement in that HUD recommends the expenditure of funds for such
28 purpose on a regional basis; and

1 WHEREAS, the COUNTY requalified for entitlement status as an urban county to
2 administer and implement the CDBG, HOME, and ESG programs for housing and community
3 development activities and homeless services on behalf of the CITIES in accordance with the
4 provisions of the ACT, the laws of the State of California, and the terms and conditions
5 hereinafter provided.

6 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

7 **I. TERM**

8 The term of this Agreement shall commence on July 1, 2027, and shall
9 terminate only after all funding from Federal Fiscal Years 2027, 2028, and 2029 have been fully
10 expended and audited, which is anticipated to be on or after June 30, 2043. This Agreement
11 covers the following Federal Fiscal Years and the following Program Years:

Federal Fiscal Years	Program Years
October 1, 2026 to September 30, 2027	July 1, 2027 to June 30, 2028
October 1, 2027 to September 30, 2028	July 1, 2028 to June 30, 2029
October 1, 2028 to September 30, 2029	July 1, 2029 to June 30, 2030

16 Notwithstanding the foregoing, this Agreement shall remain in effect until the
17 CDBG, HOME, and ESG funds and program income received with respect to activities carried
18 out during the three-year qualification period are expended and the funded activities completed,
19 funding is drawn down from the Federal government, the projects are closed out in IDIS or a
20 successor system, grant closeouts have occurred, and any audits have been initiated and
21 resolved.

22 **II. NO ABILITY TO WITHDRAW OR TERMINATE**

23 No parties to this Agreement may withdraw from, be released from, or terminate
24 this Agreement for Federal grant years 2027, 2028, and 2029 during the three-year program
25 period or while the Agreement remains in effect.

26 Although this Agreement remains in effect for a lengthy duration, it is specific to
27 the three Federal grant years identified above and shall not impact the CITIES' ability to make
28 a free decision whether or not to participate in the Urban County program for Federal grant

1 year 2030.

2 All parties to this Agreement shall be participants in the preparation of the
3 COUNTY's next five-year Consolidated Plan, all Annual Action Plans, and all Consolidated
4 Annual Performance and Evaluation Reports.

5 **III. COMPLIANCE WITH APPLICABLE LAWS AND REGULATIONS**

6 A. The parties to this Agreement, pursuant to the requirements of the ACT,
7 agree to take all actions necessary to ensure compliance with the urban county's certification
8 under Section 104(b) of Title I of the Housing and Community Development Act of 1974, as
9 amended, and that the grant will be conducted and administered in conformity with Title VI of
10 the Civil Rights Act of 1964 and the implementing regulations at 24 CFR part 1, the Fair
11 Housing Act and the implementing regulations at 24 CFR part 100, and will comply with the
12 obligation to affirmatively further fair housing. The parties to this Agreement will also comply
13 with Section 109 of Title I of the Housing and Community Development Act of 1974 and the
14 implementing regulations at 24 CFR part 6, which incorporates Section 504 of the
15 Rehabilitation Act of 1973 and the implementing regulations at 24 CFR part 8, Title II of the
16 Americans with Disabilities Act and the implementing regulations at 28 CFR part 35, the Age
17 Discrimination Act of 1975 and the implementing regulation at 24 CFR part 146, Section 3 of
18 the Housing and Urban Development Act of 1968, National Environmental Policy Act of 1969,
19 Executive Order 11988, 24 CFR 570 pertaining to the CDBG program regulations, and to
20 comply with other applicable laws and regulations. The parties agree that CDBG, HOME, and
21 ESG funding shall in no event be used for activities in, or in support of, any CITY that impedes
22 the COUNTY's actions to comply (or ensure compliance) with the COUNTY's fair housing
23 certification and duty to affirmatively further fair housing.

24 B. The parties to this Agreement acknowledge that the COUNTY and
25 CITIES may not sell, trade, or otherwise transfer all or any portion of their CDBG funds to
26 another metropolitan city, urban county, unit of general local government, Indian tribe, or
27 insular area that directly or indirectly receives CDBG funds, in exchange for any other funds,
28 credits or non-Federal considerations, but must use these funds for activities eligible under Title

1 I of the Housing and Community Development Act of 1974, as amended.

2 C. The parties to this Agreement, pursuant to the requirements of the ACT,
3 agree to cooperate to undertake, or assist in undertaking essential community development
4 and housing assistance activities, community renewal, and lower-income housing assistance
5 activities.

6 D. The parties to this Agreement may not take any action to obstruct the
7 implementation of the approved Consolidated Plan or any Action Plan.

8 E. The parties to this Agreement understand the COUNTY is prohibited
9 from funding activities in, or in support of, any CITY that does not affirmatively further fair
10 housing within its own jurisdiction or that impedes the COUNTY's actions to comply with its fair
11 housing certification.

12 F. The Parties agree to adopt amendment(s) to this Agreement as may be
13 required by HUD to meet any new Urban County Qualification requirement(s), when applicable.
14 If an amendment is required by HUD and the parties to this Agreement fail to execute a timely
15 Amendment, HUD may require the Urban County to submit a new Agreement.

16 **IV. RESPONSIBILITIES OF THE COUNTY**

17 A. The COUNTY is responsible for program administration and
18 implementation; determining needs; setting goals; preparing and submitting a five-year
19 Consolidated Plan, Annual Action Plan, annual Consolidated Annual Performance and
20 Evaluation Reports, and all required assurances or certifications to HUD; and has the final
21 authority for approving CDBG, HOME, and ESG program activities and priorities.

22 B. The COUNTY is responsible for overseeing and administering the
23 implementation of the URBAN COUNTY PROGRAM in the unincorporated areas of the
24 County.

25 C. The COUNTY shall be responsible for monitoring and reporting to HUD
26 the use of any program income generated from activities funded by this Agreement.

27 D. The COUNTY is responsible for notifying non-participating CITIES
28 annually of their ability to join the URBAN COUNTY PROGRAM.

1 E. The COUNTY shall make available to each CITY any special funding
2 allocations that may be based on the CITIES' participation with the COUNTY in the CDBG
3 program. These programs may include, but shall not be limited to, special allocations of CDBG
4 or HOME funds that exceed the annual entitlements provided through this Agreement during
5 the term of this Agreement.

6 F. The COUNTY shall notify each CITY when it makes a reservation of
7 COUNTY-administered CDBG, HOME, or ESG within the CITY's jurisdiction, to facilitate
8 coordination of inspections, reports, and any assurances to state and federal funders of
9 affordable housing.

10 **V. RESPONSIBILITIES OF THE CITIES**

11 A. Pursuant to the ACT, by signing this Agreement, each CITY affirms that
12 it has adopted and is enforcing:

13 1. A policy prohibiting the use of excessive force by law
14 enforcement agencies within its jurisdiction against any individuals engaged in non-violent civil
15 rights demonstrations.

16 2. A policy of enforcing applicable State and local laws against
17 physically barring entrance to or exit from a facility or location which is the subject of such
18 non-violent civil rights demonstrations within its jurisdiction.

19 B. It is understood and agreed that pursuant to the ACT, each participating
20 CITY:

21 1. May not apply for grants from appropriations under the State
22 CDBG program for fiscal years during the period in which it participates in the URBAN
23 COUNTY PROGRAM;

24 2. May receive a formula allocation under the HOME program only
25 through the URBAN COUNTY PROGRAM. Thus, even if the URBAN COUNTY PROGRAM
26 does not receive a HOME formula allocation, the participating unit of local government cannot
27 form a HOME consortium with other local governments. (Note: This does not preclude the
28 COUNTY or a unit of government participating with the URBAN COUNTY PROGRAM from

1 applying to the State for HOME funds if the State allows); and

2 3. May receive a formula allocation under the ESG program only
3 through the URBAN COUNTY PROGRAM. This does not preclude the COUNTY or a unit of
4 general local government participating with the URBAN COUNTY PROGRAM from applying to
5 the State for ESG funds if the State allows.

6 C. Each CITY must follow all applicable requirements within the URBAN
7 COUNTY PROGRAM's Citizen Participation Plan. Citizen participation and the Local Public
8 Meeting Process requirements must be met prior to the CITY submitting to the COUNTY any
9 application for CDBG funding for a new project.

10 D. Each CITY must maintain records that demonstrate compliance with fair
11 housing, accessibility, and civil rights objectives. These records shall be provided to the
12 COUNTY upon request.

13 E. The CITIES do not have the power to veto or otherwise restrict, obstruct
14 implementation, or withhold support to the community development and housing assistance
15 activities referred to in the Consolidated Plan and Annual Action Plan, for any program year
16 covered by this Agreement and/or such additional time as may be required for the expenditure
17 of funds granted to the COUNTY for such period.

18 F. Shall provide to developers proposing an affordable housing
19 development project seeking State tax credits a completed California Tax Credit Allocation
20 Committee (CTCAC) Local Reviewing Agency Evaluation Form after first discussing with the
21 COUNTY any responses (or lack thereof) to questions concerning the use of CDBG, HOME, or
22 ESG; and, after completion of the form, provide a courtesy copy to the County. This
23 coordination of response is needed to ensure the accuracy of information provided by the CITY
24 to CTCAC.

25 G. Shall collaborate with the COUNTY on matters of the Housing Element,
26 substandard housing code enforcement, and ensuring housing for low-income households
27 remains decent, safe, and sanitary. Collaboration includes promotion of rehabilitation program,
28 inspections of affordable housing, referral of suspected low-income households living in

1 substandard housing to the County’s rehabilitation program, if any such program is in
2 operation.

3 H. Shall collaborate and share information with the COUNTY on land use
4 applications, entitlement applications, and building inspections for projects which are utilizing
5 COUNTY-administered CDBG, HOME, or ESG funding. This includes ensuring enforcement of
6 applicable regulations governing the use of specific funding sources prior to issuing a building
7 permit.

8 I. Shall consider in subsequent years whether to add a portion of CITY-
9 allocated CDBG funds to support owner-occupied housing rehabilitation activities carried out by
10 the COUNTY.

11 J. Nothing herein shall be construed as limiting, in any manner, the powers
12 of any of the respective parties to initiate and complete a local activity within their respective
13 jurisdiction with their own funds.

14 **VI. ALLOCATION OF HOME FUNDING**

15 A. The COUNTY agrees to make HOME funds available for eligible
16 activities (including housing development and multifamily housing preservation) within the
17 jurisdiction of the unincorporated area of the COUNTY and the CITIES through its Department
18 of Public Works and Planning Community Development Division.

19 B. HOME funds will be provided pursuant to the terms of the COUNTY’s
20 annual Notice of Funding Opportunity, consistent with the 2025-29 Consolidated Plan, and the
21 County’s Citizen Participation Plan.

22 C. The authority to approve HOME funds for eligible housing developers,
23 entities, and agencies for eligible activities shall rest with the COUNTY’s Board of Supervisors.

24 D. CITIES participating in the URBAN COUNTY PROGRAM do not receive
25 individual allocations of HOME funds.

26 **VII. ALLOCATION OF CDBG FUNDING FOR HOUSING ACTIVITIES**

27 A. The COUNTY agrees to make CDBG funds available for eligible housing
28 activities (including low-income owner-occupied housing rehabilitation within the jurisdiction of

1 the unincorporated area of the COUNTY and the CITIES through its Department of Public
2 Works and Planning Community Development Division.

3 B. CITIES will be invited to designate a portion of their CDBG funding for
4 owner-occupied housing rehabilitation efforts administered by the County.

5 C. The COUNTY may, but bears no obligation to, utilize COUNTY-
6 administered CDBG funds for the benefit of low-income owners residing in CITIES.

7 **VIII. COORDINATION OF INSPECTIONS AND REPORTS FOR STATE HOUSING**
8 **FUNDS**

9 A. The parties acknowledge that coordination on State funding for
10 affordable housing (such as the Permanent Local Housing Allocation) is not material to the
11 federal Urban County requirements or HUD obligations. However, as an independent mutual
12 benefit of this Agreement, the COUNTY agrees to inform CITY when it reserves funding it
13 administers for an affordable housing project within CITY limits; and the CITY agrees to
14 facilitate coordination of inspections, reports, and assurances for affordable housing projects
15 funded by the COUNTY within the CITY’s jurisdiction.

16 **IX. ALLOCATION OF ESG FUNDING**

17 B. The COUNTY shall administer an ESG program for homeless services
18 and other eligible activities through its Department of Social Services in partnership with the
19 Fresno-Madera Continuum of Care (FMCOC).

20 C. In accordance with applicable Federal law supporting services based on
21 recipients’ relative needs, the COUNTY may use its ESG funds for the residents of the entire
22 COUNTY. To the extent possible, the COUNTY shall prioritize ESG services for residents of
23 the CITIES and unincorporated areas of the COUNTY, though service points may be centrally
24 located (i.e. within the City of Fresno) and outside the URBAN COUNTY PROGRAM
25 jurisdiction.

26 D. As the COUNTY and FMCOC align priorities and leverage funding by
27 jointly coordinating homeless services, CITIES participating in the URBAN COUNTY
28 PROGRAM do not receive individual allocations of ESG funds.

1 **X. ALLOCATION OF CDBG FUNDING TO CITIES**

2 A. The allocation of new incoming Federal funds for annual expenditures on
3 CDBG activities shall be made in accordance with Exhibit B “CDBG Funding Distribution.” This
4 distribution follows the mathematical methodology used by HUD in its Formula A calculations
5 described in the HUD publication, “CDBG Formula Targeting to Community Development
6 Need” (February 1, 2005) and which is currently accessible for viewing at the weblink:
7 <https://www.huduser.gov/portal/publications/commdev/cdbgAssess.html>.

8 B. It is understood and agreed that any proposed CDBG expenditure is
9 subject to the condition that a different distribution of funds may occur at the COUNTY’s
10 discretion when made necessary to comply with the ACT, including but not limited to
11 expenditure requirements.

12 C. If a CITY’s CDBG funds are advanced to one or more other participating
13 CITIES in order to accelerate expenditures, including but not limited to meet requirements for
14 timeliness of expenditures, the CITY advancing funds shall be reimbursed by the recipient of
15 those funds with the recipient’s next program year allocation(s).

16 D. Any CDBG funds remaining available to any CITY and not allocated
17 during the term of this Agreement to an activity upon which substantial progress is being made,
18 will no longer be available to that CITY should that CITY not enter into the next succeeding
19 Joint Powers Agreement. Such CDBG funds shall be distributed to the COUNTY and the then-
20 participating CITIES of that Joint Powers Agreement, based upon the formula established by
21 the ACT.

22 **XI. CITIES AS SUBRECIPIENTS OF CDBG FUNDS**

23 A. Each CITY, pursuant to 24 CFR 570.501(b), is considered a subrecipient
24 of CDBG funds, and is subject to the requirements for subrecipients. Before disbursing CDBG
25 funds to a subrecipient, the COUNTY shall prepare a written Agreement in accordance with
26 Federal regulations (as described in 24 CFR 570.503), and execute such Agreement with the
27 subrecipient. The Agreement shall remain in effect during any period that the subrecipient has
28 use of CDBG funds, including program income.

1 **XII. CDBG PROGRAM ACTIVITIES**

2 A. Each CITY agrees to develop and complete eligible program activities in
3 a timely manner so that the URBAN COUNTY PROGRAM will comply with Federal expenditure
4 requirements. Time is of the essence in completing these activities.

5 B. Each CITY agrees to submit application(s) for eligible CDBG activities no
6 later than July 31st prior to the start of each program year. Should a CITY not submit an
7 application for an eligible activity by the July 31st date, and/or make substantial progress
8 toward completion of an eligible activity during the program year in which the funds are
9 allocated, upon mutual agreement by the staff of all the parties, the COUNTY shall redistribute
10 funds to other participating CITIES with an eligible activity ready to commence.

11 C. Each CITY in formulating its annual application to expend CITY-allocated
12 CDBG funds shall conduct at least one annual public meeting to provide its residents an
13 opportunity to participate in the recommendation of activities for the CDBG program. Such
14 meetings shall be conducted whenever a participating CITY intends to seek approval for an
15 activity to be funded with CDBG funds. If a CITY intends to continue with a multi-year activity
16 that was approved as a multi-year activity during a prior year, then this public meeting
17 requirement may be waived. Each of the participating CITIES shall provide reasonable notice
18 to its residents of said meetings and shall make efforts to disseminate information to the public
19 concerning a particular activity.

20 D. If a CITY, due to unforeseen and uncontrollable circumstances, cannot
21 comply with the time schedule within an executed project agreement, the schedule for the
22 activity may be extended by the COUNTY. If an extension is granted, the CITY shall take all
23 appropriate measures to ensure the adjusted timeline is met.

24 E. Determination regarding substantial progress towards goals and
25 spending shall be made by the COUNTY in its sole discretion.

26 **XIII. CITY REIMBURSEMENT OF CDBG FUNDS DUE TO AUDIT FINDING OR**
27 **CANCELLATION**

28 A. If a CITY does not comply with subrecipient requirements and is required

1 to repay funds received as a result of a Federal audit finding, the CITY shall repay CDBG funds
2 used for the project back to HUD. The source of the repaid funds shall be in accordance with
3 HUD guidelines.

4 B. If a CITY, for any reason, cancels a program activity without completion,
5 fails to perform to the terms of their subrecipient agreement, or the project fails to meet a
6 national CDBG objective, the CITY shall reimburse to the COUNTY the amount of all CDBG
7 funds provided to the CITY for the activity. The reimbursed amount of funds shall be credited
8 back to the CITY's allocation of CDBG funds.

9 **XIV. CDBG PROGRAM INCOME**

10 A. CDBG Program Income shall not be factored into the CDBG Allocation
11 formula; however, consistent with the ACT, the COUNTY may retain 20% of all CITY-generated
12 program income received for COUNTY's administrative purposes.

13 B. The reporting obligation of the CITIES pursuant to the ACT shall include
14 the following (as may be amended by HUD from time to time):

15 1. A participating CITY must inform the COUNTY when any program
16 income is generated by the expenditure of CDBG funds.

17 2. In the event of close-out of the CDBG program or a change in
18 status of a participating CITY, each participating CITY must inform the COUNTY of any CDBG
19 generated program income received, regardless of whether the income was received before or
20 after the close-out or change in status.

21 3. Any program income generated by a CITY CDBG-funded activity
22 must be paid to the COUNTY. The COUNTY shall credit the amount to that CITY'S CDBG
23 allocation in August of the fiscal year following when program income was accrued for use on
24 subsequent CITY CDBG-eligible activities in accordance with Federal requirements; provided
25 that the CITY is participating in the URBAN COUNTY PROGRAM at the time the program
26 income is generated.

27 4. If the CITY is not participating in the URBAN COUNTY
28 PROGRAM at the time the program income is generated, the COUNTY is not obligated to

1 credit the amount to that CITY'S CDBG allocation for use on subsequent CITY CDBG-eligible
2 activities should that CITY return to the URBAN COUNTY PROGRAM.

3 5. CDBG program income will be made available to a CITY either
4 upon receipt by the COUNTY, or not later than the subsequent program year.

5 **XV. REAL PROPERTY ACQUIRED OR IMPROVED WITH CDBG FUNDS**

6 A. The following requirements shall continue in effect for five years after the
7 Project is completed in HUD's Integrated Disbursement and Information System (IDIS):

8 1. Each participating CITY must obtain prior written approval from
9 the COUNTY before making any modification or change in the use of any real property
10 improved, in whole or in part, using CDBG funds in excess of \$25,000.

11 2. The CITY shall provide affected citizens with notice of, and
12 opportunity to comment on, any proposed change to the use of real property improved with
13 CDBG funds.

14 3. If any real property improved with CDBG funds is sold and/or is
15 utilized by the CITY for a use which does not qualify under the CDBG requirements, the CITY
16 shall reimburse the COUNTY in an amount equal to the current fair market value for the
17 property, less any proportional share thereof attributable to expenditures of non-CDBG funds.

18 B. It is therefore understood and agreed that pursuant to the ACT:

19 1. In the event the CDBG program is closed-out, or there is a
20 change in status of the cooperation agreement between the COUNTY and participating CITY,
21 the requirements of this Section shall remain in effect for activities funded with CDBG funds,
22 unless action is taken by the Federal government to relieve the COUNTY and the participating
23 CITIES of these obligations.

24 2. If a CITY is required to repay the COUNTY for reasons described
25 in this Section of the Agreement, the COUNTY shall make the repaid funds available to that
26 CITY for eligible CDBG activities in accordance with Federal requirements; provided that the
27 CITY is participating in the URBAN COUNTY PROGRAM at the time of the reimbursement.

28 **XVI. RESIDENTIAL REAL PROPERTY ACQUIRED OR IMPROVED WITH CDBG**

1 **OR HOME FUNDS**

2 The following requirements shall continue in effect for the duration of the
3 applicable CDBG or HOME Period of Affordability for properties that were acquired or improved
4 with CDBG or HOME funds:

5 1. The COUNTY shall provide each CITY with a list of improved
6 properties in the HOME or CDBG Period of Affordability.

7 2. Each CITY shall provide the COUNTY with an annual report of
8 code enforcement reports, if any such reports exist, on assisted or improved properties within
9 the CITY's jurisdiction.

10 3. The COUNTY and each CITY may mutually identify an alternative
11 method of sharing information in lieu of the methods described above.

12 **XVII. HOLD HARMLESS**

13 Each party to this Agreement shall indemnify, defend and hold harmless
14 the other parties, their officers, agents, employees and representatives, from any and all loss,
15 liability, costs, expenses and damage to persons or property, and from any and all claims,
16 demands and actions in law or equity (including attorney's fees and legal expenses) arising or
17 alleged to have arisen directly from the wrongful act caused by its respective activities pursuant
18 to this Agreement.

19 **XVIII. ASSIGNMENT OF AGREEMENT**

20 This Agreement shall be binding upon the parties hereto and their
21 successors and assigns.

22 **XIX. SIGNED IN COUNTERPARTS**

23 It is understood that there may be a number of duplicate originals of this
24 Agreement, and the signature of any representative member on any one Agreement shall be
25 deemed applicable to all such duplicated originals. Additionally, this Agreement may be
26 executed in any number of counterparts, each of which shall be deemed an original. The
27 parties agree that the County may assemble together in the original agreement to be provided
28 to the COUNTY's Board of Supervisors for signature, one original signature page from each

1 city, to form a total original to be signed by the COUNTY's Board of Supervisors.

2 **XX. ELECTRONIC SIGNATURES**

3 The parties agree that this Agreement may be executed by electronic
4 signature as provided in this section.

5 A. An "electronic signature" means any symbol or process intended by an
6 individual signing this Agreement to represent their signature, including but not limited to (1) a
7 digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically
8 scanned and transmitted (for example by PDF document) version of an original handwritten
9 signature.

10 B. Each electronic signature affixed or attached to this Agreement (1) is
11 deemed equivalent to a valid original handwritten signature of the person signing this
12 Agreement for all purposes, including but not limited to evidentiary proof in any administrative
13 or judicial proceeding, and (2) has the same force and effect as the valid original handwritten
14 signature of that person.

15 C. The provisions of this section satisfy the requirements of Civil Code
16 section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division
17 3, Part 2, Title 2.5, beginning with section 1633.1).

18 D. Each party using a digital signature represents that it has undertaken
19 and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs
20 (1) through (5), and agrees that each other party may rely upon that representation.

21 E. This Agreement is not conditioned upon the parties conducting the
22 transactions under it by electronic means and any party may sign this Agreement with an
23 original handwritten signature.

24 **XXI. AUTHORIZED SIGNATURES**

25 A. Each CITY represents and warrants to the COUNTY that:

26 1. The CITY is duly authorized and empowered to sign and perform
27 its obligations under this Agreement.

28 2. The individual signing this Agreement on behalf of the CITY is

1 duly authorized to do so and his or her signature on this Agreement legally binds the CITY to
2 the terms of this Agreement.

3 **XXII. ENTIRE AGREEMENT**

4 This Agreement, Exhibit A, and Exhibit B constitute the entire agreement
5 between the CITIES and the COUNTY with respect to the subject matter hereof, and supersedes
6 all previous negotiations, proposals, commitments, writings, advertisements, publications, and
7 understandings of any nature whatsoever unless expressly included in this Agreement.

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1 IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of
2 the date and year first above written.

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COUNTY OF FRESNO

Garry Bredefeld, Chairman of the
Board of Supervisors of the
County of Fresno

Date: _____

ATTEST:
Bernice E. Seidel
Clerk of the Board of Supervisors
County of Fresno, State of California

By: _____
Deputy

FUND NO: 0001
SUBCLASS NO: 10000
ORG NO: 7205
ACCOUNT NO: 7885

SW:JK:
G:\7205ComDev\Agendas-Agreements\2026\0714 JPA for CDBG, HOME, ESG\Draft JPA 27-30 - Redline.docx
6/08/2026

1 I HEREBY CERTIFY that the terms and provisions of this Agreement are fully
2 authorized under the laws of the State of California, all local laws, and that this Agreement
3 provides full legal authority for the COUNTY to undertake, or assist in undertaking, essential
4 community development and housing assistance activities in the cities participating in this
5 Agreement.

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DOUGLAS T. SLOAN, COUNTY COUNSEL

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By: _____
Deputy

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1 JOINT POWERS AGREEMENT
2 COUNTY OF FRESNO’s URBAN COUNTY PROGRAM for COMMUNITY DEVELOPMENT
3 BLOCK GRANT (CDBG), HOME INVESTMENT PARTNERSHIPS (HOME), and
4 EMERGENCY SOLUTIONS GRANTS (ESG) ENTITLEMENT FUNDING
5 FOR JULY 1, 2027, TO JUNE 30, 2043

6
7 CITY OF [CITY]

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9 By_____

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12 ATTEST:

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14 _____

15 City Clerk, City of [CITY]

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STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution of Intention to Levy and Collect the Annual Assessments for Landscape and Lighting District No. 1 (JG)

RECOMMENDATION: Council by motion adopt resolution of intention to levy and collect the annual assessments for Landscape and Lighting District No. 1 and set the date for the required public hearing for July 8, 2026.

EXECUTIVE SUMMARY:

The Landscape and Lighting District (LLD) No. 1 maintains public landscaping in median islands and landscape strips along major streets. The revenue from the district also pays for street lighting costs for areas within the LLD. All new developments are annexed into the LLD and charged an annual assessment that is collected with property taxes. There are currently 16 sub-areas within the LLD including Tract Nos. 6447 and 6430 annexed to the Landscape and Lighting District No. 1 this past year. The final map for Tract No. 6430 (sub-area 16) has not yet been recorded and therefore is not being levied in fiscal year 2026-27.

This is the second of three actions by Council required by State law for the levy of the annual assessments. Council previously initiated proceedings for the annual levy of assessments at the June 10, 2026 Council Meeting. The City Engineer has prepared a preliminary report labeled Engineer's Report of the City of Kerman Landscaping and Lighting District No. 1 (LLD), dated June 2026, and filed the report with the City Clerk. The report includes descriptions of the improvements maintained, boundaries of the district and sub-areas, and proposed assessments per parcel. The final report will be submitted for approval at the time of the public hearing. The next, and final, action required by Council will be to conduct the required public hearing, receive any testimony, and confirm the annual assessments. The assessment roll is then submitted to the County Assessor for inclusion on the property owner's tax bill.

FISCAL IMPACT:

The annual assessments from Landscape and Lighting District No. 1 are used for maintenance of public landscaping and lighting. The assessments for Sub-areas 1 through 5 were established prior to the passage of Proposition 218 and therefore cannot be raised without a vote of the property owners. The assessments for sub-areas 6 through 15 are adjusted annually by the change in the Consumer Price Index (CPI). For 2026, the CPI increase is 2.7%. The estimated total assessments for FY 26-27 are \$510,191.70. The exact amount of total assessments will be known once the City receives the property roll from the Fresno County Assessor's Office.

ATTACHMENTS:

- A. Resolution
- B. Map – Assessment Area Boundaries

RESOLUTION NO. 26-__**RESOLUTION OF INTENTION TO LEVY AND COLLECT THE ANNUAL
ASSESSMENTS FOR LANDSCAPING AND LIGHTING DISTRICT NO. 1
FOR THE CITY OF KERMAN AND SETTING PUBLIC HEARING**

RESOLVED by the Council of the City of Kerman, County of Fresno, California that:

1. It is the intention of said Council to order the levy and collection of an assessment under the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (beginning with Section 22500 of said Code and hereinafter referred to as the "Act") for Landscaping & Lighting District No. 1 of the City of Kerman (herein "District") for fiscal year 2026-2027.
2. Said District is generally described as Tract No. 3397, Tract No. 4165, Tract No. 4484, Tract No. 4529, Tract No. 4560, Tract No. 4676 (Ph.1), Tract No. 4775, Tract No. 4792, Tract No. 4811, Tract No. 4846, Tract No. 4853, Tract No. 4910, Tract No. 4955, Tract No. 4987, Tract No. 5023, Tract No. 5028, Tract No. 5043, Tract No. 5132, Tract No. 5165, Tract No. 5191, Tract No. 5160, Tract No. 5329, Tract No. 5244, Tract No. 5222, Tract No. 5138, Tract No. 5266, Tract No. 5348, Tract No. 5416, Tract No. 5750, Tract No. 5636, Tract No. 5488, Tract No. 5480, Tract No. 5515, Tract No. 5478, Tract No. 5677, Tract No. 5805, Tract No. 5928, Tract No. 5975, Parcel Map No. 96-01, Parcel Map No. 98-04, Parcel Map No. 98-05, Site Plan Review No. 05-25, Parcel Map No. 07-01, Parcel Map No. 10-01, Parcel Map No. 10-02, Parcel Map No. 09-02, Tract No. 5832, Tract No. 5921, Parcel Map No. 2016-01, Parcel Map No. 19-01, Tract No. 6236, Tract No. 6302, Tract No. 6293 and Tract No. 6447. Improvements to be maintained are generally described as streetlights and public landscaping within the District.
3. The Engineer has prepared and filed with the Clerk of the City of Kerman a preliminary report labeled Engineer's Report of the City of Kerman Landscaping and Lighting District No. 1, dated June 2026 to which reference is hereby made for a detailed description of the improvements, the boundaries of the assessment district, and any zones therein, and the proposed assessments upon assessable lots and parcel of land within the District.
4. Assessments in the District are equal to the prior year assessments, first time assessments, or assessments increased by a previously approved assessment formula.
5. The Kerman News, a newspaper published in Kerman, California and circulated in the City of Kerman is hereby designated as the newspaper in which this Resolution of Intention shall be published, and the Clerk of the City of Kerman is hereby directed to cause this Resolution of Intention to be published once. Publication shall be completed not less than ten (10) days before the date set for hearing.

6. NOTICE IS HEREBY GIVEN that a public hearing is set for the regular meeting of the City Council on July 8, 2026 at 6:00 p.m., in the Council Chamber of City Hall, 850 S. Madera Avenue, Kerman, California 93630, All interested persons shall be heard on the question of the levy and collection of the proposed assessments. Written protests may be filed with the City Clerk at any time prior to the conclusion of the hearing. A written protest shall state all grounds of objection and shall contain a description sufficient to identify the property owned by the protesting person or persons.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 24th day of June, 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

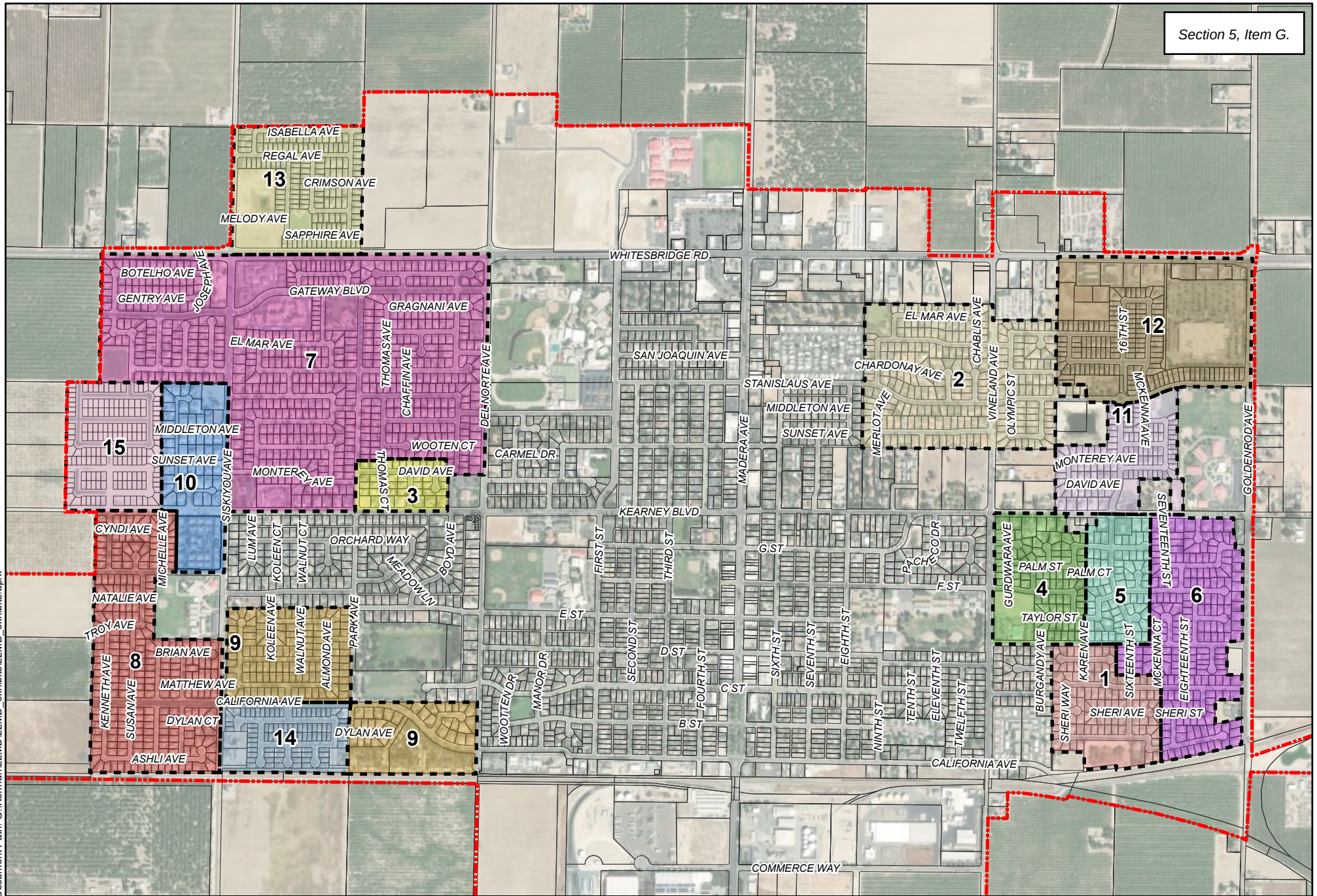
The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana-Zamudio
City Clerk

Document Path: G:\Kerman\LLMD\LLMD exhibits\LLMD exhibits.aprx



Assessment Area Boundaries



Assessment Areas



City Limits

0 600 1,200
Feet

ASSESSMENT DIAGRAM OF CITY OF KERMAN LANDSCAPING AND LIGHTING DISTRICT NO. 1

NOTE: FOR A MORE DETAILED DESCRIPTION OF THE LINES AND DIMENSIONS OF THE LOTS, PIECES, PARCELS, AND SUBDIVISIONS OF LANDS SHOWN ON THE ASSESSMENT DIAGRAMS, REFERENCE IS MADE TO BOOK 20 AND 23 OF ASSESSOR'S MAPS, COUNTY OF FRESNO, 2281 TULARE STREET, FRESNO, CALIFORNIA.





STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution Approving Consultant Services Agreement with Hamner-Jewell Inc. for Right of Way and Real Estate Services (JAJ)

RECOMMENDATION: Council adopt resolution approving Consultant Services Agreement with Hamner-Jewell Inc. for Right of Way and Real Estate Services.

EXECUTIVE SUMMARY:

The City of Kerman entered into a Consultant Services Agreement (CSA) with Hamner Jewell for Right of Way and Real Estate Services in 2022. This agreement has expired and the City wishes to continue to use Hamner Jewell's services for various projects, including continuing with acquisition efforts for property of benefit to the City. The City has been satisfied with their past performance and wishes to continue this relationship.

DISCUSSION:

The City desires to continue to work with Hamner Jewell on development and real estate matters that require their expertise. Hamner Jewell has provided valuable assistance with site alternatives associated with the new Police Station, right-of-way acquisitions and in negotiations with the railroad for various projects, including Hart Ranch Park. The City of Kerman is extremely satisfied with the performance of Hamner-Jewell.

The attached resolution (**Attachment 'A'**) will approve a new agreement for an additional three years and adopt the 26/27 Rate Schedule. If requested from Consultant, adoption of new rates schedules in years two (2) and three (3) will also be permitted under the new agreement if funds are allocated and authorized through the annual budget process, and acceptable to the City.

FISCAL IMPACT:

Funding for this contract, for Fiscal Year 2026-2027, is included in Measure M for work associated with Hart Ranch Park, the Multi-Gen/Resiliency Center, and the new Police Station, which will require the assistance of Hamner Jewell. The annual budget process will authorize funds for potential services on a year-by-year basis.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 26-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING CONSULTANT SERVICES AGREEMENT WITH
HAMNER-JEWELL INC. FOR RIGHT OF WAY AND REAL ESTATE SERVICES**

WHEREAS, the City of Kerman entered into a Consultant Services Agreement (CSA) with Hamner-Jewell Inc. in 2022; and

WHEREAS; the CSA has expired and a new agreement is recommended; and

WHEREAS, the proposed Fiscal Year 2026-2027 City Budget provides for Measure M funding associated with Hart Ranch Park, the Multi-Generational Resiliency Center and the Police Station, to continue Right of Way and Real Estate Services through June 30, 2027; and

WHEREAS, **Exhibit 'A'** to this Resolution presents a new three year CSA through June 30, 2029 and with an updated Rate and Fee Schedule effective July 1, 2026 (**Exhibit 'B'**), with annual funding to be programmed in the annual budget as needed; and

WHEREAS, additional funding for subsequent years will be recommended for Years two (2) and three (3) depending on available resources, annual budget authorizations and a schedule of work at that time to include any annual rate and fee increases if acceptable to the City; and

WHEREAS, the City continues to require and desire professional Right of Way and Real Estate Services from Hamner-Jewell Inc. by approving a Second Amendment to the CSA.

NOW, THEREFORE, the City Council of the City of Kerman resolves as follows:

1. The foregoing recitals are true and correct.
2. The City Council hereby approves the Consultant Services Agreement with Hamner-Jewell which is attached hereto as **Exhibit 'A'** to this resolution for the period July 1, 2026 through June 30, 2029.
3. The City Manager is authorized to execute the Consultant Services Agreement with Hamner-Jewell Inc. for professional Right of Way and Real Estate Services and may make any minor clerical corrections with approval of City Attorney to the required documents necessary to consummate the Agreement.
4. This resolution shall be effective immediately upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Sanatana-Zamudio
City Clerk

CONSULTANT SERVICES AGREEMENT

THIS CONSULTANT SERVICES AGREEMENT ("Agreement") for real property acquisition services is made and entered into this July 1, 2026 (hereinafter, the "Effective Date"), by and between the CITY OF KERMAN, a municipal corporation ("CITY") and BEACON INTEGRATED PROFESSIONAL RESOURCES INC., A CALIFORNIA S-CORPORATION, DBA HAMNER, JEWELL & ASSOCIATES (hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

This AGREEMENT is made and entered into with respect to the following facts:

WHEREAS, CITY has determined that it requires real property acquisition services for City projects; and

WHEREAS, such services benefit CITY by providing dedicated, expert services; and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors;

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, CONSULTANT has previously provided satisfactory services the City and both parties wish to continue the relationship; and

WHEREAS, this Agreement was approved by the Kerman City Council at its regular meeting on; the 24th day of June, 2026.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.**ENGAGEMENT TERMS****1.1 SCOPE OF SERVICES:**

- A. Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services").
- B. CONSULTANT further agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services.
- C. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."

- D. Work performed by CONSULTANT under this Agreement shall be limited to the tasks assigned to CONSULTANT pursuant to CITY's discretion and need for on-call, as

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1.2 TERM:

- A. This Agreement shall have a term commencing on the Effective Date for a period not to exceed three (3) years year, expiring on June 30, 2029.
- B. CONSULTANT may ask and CITY may grant an extension based on extenuating circumstances, notwithstanding provisions provided under Section 5 below.
- C. Nothing in this Subsection 1.2 shall operate to prohibit or otherwise restrict CITY's right to terminate this Agreement at any time for convenience or for cause as provided herein.

1.3 COMPENSATION:

- A. Generally, CONSULTANT shall perform all of the various services and tasks that comprise the work in accordance with the hourly compensation schedule included in Exhibit "B."
- B. CONSULTANT's total compensation during the Term of this Agreement shall not exceed the amount budgeted each fiscal year, unless such added expenditure is first approved by the CITY. In the event CONSULTANT's charges are projected to exceed the annual budget allocation, prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.

- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of

cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

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II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager or Designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Lillian Jewell, President to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.
- 2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.
- 2.4 STANDARD OF CARE: PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:
- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
 - B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY
 - C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict-of-interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
 - D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
 - E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
 - F. All of CONSULTANT's employees and agents (including but not limited to subcontractors and sub-consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection. The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part

of CONSULTANT's employees, agents, contractors, subcontractors and sub-consultants. Such effort by CONSULTANT to correct any errors or omissions shall be completed immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent consultant basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due to such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the CITY, such officer, employee, agent, contractor, sub-consultant or sub-consultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.
- 2.8 **COMPLIANCE WITH LAWS:** CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include, without limitation, compliance with all applicable Gal/OSHA requirements.

- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition. that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement. three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.
- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition

of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers Compensation Insurance/Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.

- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or sub-consultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that it shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnites") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnites with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnites from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article

and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.

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- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall

give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.8 and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by

CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.

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- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
 - iv. The CITY may exercise any other available and lawful right or remedy. CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.
- G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.
- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.
MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and sub-consultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any sub-consultant or sub-consultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.
- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	CITY:
Hamner, Jewell & Associates	John Jansons, City Manager
Attn: Lillian Jewell	City of Kerman
3183 Duncan Road, Suite E	850 S. Madera Ave.
San Luis Obispo, CA 93401-6781	Kerman, CA 93630

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with sub-consultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Fresno County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Eastern District of California located in the City of Fresno, California. Legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.
- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content or intent of this Agreement.

Section 5, Item H.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

CITY OF KERMAN

HAMNER, JEWELL & ASSOC.

By: _____
John Jansons, City Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Hilda Cantu Montoy
City Attorney

ATTEST:

Dalia Santana Zamudio
City Clerk

SCOPE OF WORK

- Rights of Entry
- Temporary Easements
- Access Rights
- Real Property Negotiations and Acquisitions
- Partial Acquisitions and Easement Acquisitions
- Parcel Acquisitions
- Improvements Pertaining to the Realty
- Real Estate/ Right of Way Appraisals
- Title Review and Clearance
- Escrow Coordination
- Property Tax Cancellation
- Coordination with Agency Staff and Legal Counsel
- Coordination with State and Federal Agencies
- Caltrans Right of Way Data Sheets and Certifications

FEE SCHEDULE

The Rate Schedule for fiscal year 2026-2027 will be held the same as the prior year, as follows:

Senior Associate – Lillian Jewell	\$325 an hour
Senior Associates II	\$170-220 an hour
Senior Associate I	\$150-175 an hour
Associates II (Acquisition/Relocation)	\$125-150 an hour
Associates I (Acquisition/Relocation)	\$100-125 an hour
Contract Administrators	\$120-180 an hour
Project Coordinators	\$95-135 an hour
Transaction/Escrow Coordinators	\$85-130 an hour
Transaction Assistants	\$85 an hour
Assistants/Clerical Support	\$80 an hour
Appraisers (third-party)	Lump Sum Fee per Appraisal Assignment



HAMNERJEWELL & ASSOCIATES
Government Real Estate Services
Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting
Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 773-1459
Writer's email address: corporateadmin@hamner-jewell.com

June 5, 2026

Subject: **2026-2027 Rate Schedule**

Dear Valued Customer,

We appreciate your continued trust in Hamner, Jewell & Associates and the opportunity to provide you with professional services. The purpose of this notice is to provide you with the updated rate schedule for 2026 – 2027 fiscal year, that will go in effect **July 1, 2026**. Please see the attached rate schedule.

This adjustment reflects the rising costs of labor and operations, as well as our investment in improving our services to serve you better.

Thank you again for being a valued client. We truly appreciate your understanding and continued partnership. If you have any questions, please feel free to contact us at (805) 773-1459 or by email at corporateadmin@hamner-jewell.com.

Sincerely,
Hamner, Jewell & Associates

Hamner, Jewell & Associates

(a Division of Beacon Integrated Professional Resources, Inc.)

Hamner, Jewell & Associates is committed to providing the most cost effective, quality real estate services available. At all times, by pre-directive, our clients may structure and direct our efforts and general time expenditures so as to maintain control of the course of our scope of work and the cost of our services. We will bill only for time and costs actually expended in accomplishing the project goals in the most efficient and professional manner.

Our Rate Schedule for fiscal year 2026-2027 will be held the same as the prior year, as follows:

Senior Associate – Lillian Jewell	\$325 an hour
Senior Associates II	\$170-220 an hour
Senior Associate I	\$150-175 an hour
Associates II (Acquisition/Relocation)	\$125-150 an hour
Associates I (Acquisition/Relocation)	\$100-125 an hour
Contract Administrators	\$120-180 an hour
Project Coordinators	\$95-135 an hour
Transaction/Escrow Coordinators	\$85-130 an hour
Transaction Assistants	\$85 an hour
Assistants/Clerical Support	\$80 an hour
Appraisers (third-party)	
	Lump Sum Fee per Appraisal Assignment

These rates are inclusive of general office expenses, overhead, and profit. Reimbursable costs that may be passed through to the client as additional expenses include travel expenses (based upon the standard IRS mileage reimbursement rate for automobile travel, or actual expenses for rail or air travel), special handling fees such as certified, express mail, and courier delivery charges, postage, photography, copy and printing, certain project/client-specific telephone expenses, and other charges made by third parties in connection with performing the scope of services. Such third- party expenses may include, but are not limited to, such costs as moving bid fees, title and escrow company charges, notary fees, and appraisal fees. Fees charged by insurance companies for issuing insurance certificates for client per contract requirements will also be billed through to client for reimbursement. Per diem charges may apply in cases where the project area is more than two hours auto commuting time away from a Hamner, Jewell & Associates (HJA) office location.

All reimbursable and third-party expenses will be billed to the client at cost plus 10%, with appropriate invoices or other appropriate documentation provided for reference, unless mark-up is contractually restricted. Mileage and travel costs will be passed through without mark-up.

Statements for work shall be rendered monthly. Payments are due within thirty days. Payments not received within said period will accrue interest at a rate of 10% per annum.

If HJA is called upon or compelled to provide support for litigation or other proceedings, or respond to subpoenas in any way whatsoever related to the work HJA has completed on client's behalf, client shall pay HJA for required time in accordance with the hourly rates and fees specified in this Fee Schedule, except, however, any time for court testimony and depositions shall be paid at a rate of \$500/hour for HJA Senior Associates, \$325/hour for HJA Associates, and \$200/hour for HJA support staff. HJA shall additionally be reimbursed for all out-of-pocket and overhead expenses in connection with such proceedings. This provision shall survive the term of the contract and shall be binding without restriction or otherwise stated contract budget limitations.

Rates may be adjusted annually with thirty days advance written notice. Publication and distribution of this rate schedule shall be deemed such annual notice with regard to annual rate adjustment contractual provisions.



HAMNER, JEWELL & ASSOCIATES

Government Real Estate Services

Right of Way Acquisition ~ Relocation Assistance ~ Real Property Consulting

Offices in Ventura, San Luis Obispo and Fresno Counties

Writer's Telephone Number: (805) 773-1459

Writer's email address: businessoffice@hamner-jewell.com

Hamner, Jewell & Associates Contracting Guidelines

Thank you for contracting with Hamner, Jewell & Associates for your upcoming project. This is to provide you with important information to facilitate and expedite our contracting process.

For contracting purposes please use the following information:

Corporate Name:

Beacon Integrated Professional Resources Inc., a California S-corporation
DBA Hamner, Jewell & Associates

Corporate signatory is:

Lillian D. Jewell
President

Our Company EIN# 77-0551695

Please direct your correspondence regarding contracting and insurance issues as follows:

Contract communications, requests for contract signatures and insurance certificates:

businessoffice@hamner-jewell.com

Invoicing questions should be directed to:

accounting@hamner-jewell.com

Any hard copy noticing, or mailings to our corporate office should be directed to:

Hamner, Jewell & Associates
3183 Duncan Road, Suite E
San Luis Obispo, CA 93401-6781

Note that our corporate office handles all contracts, invoicing, AP payables, insurance certs, business licenses, and other general business administration matters. Please direct requests as indicated above for fastest responses.

Sub-Contractors and Vendors:

Please submit your invoices for payment to AP@hamner-jewell.com

Please submit your insurance certs and W-9s to CorporateAdmin@hamner-jewell.com

Thank you –We look forward to working with you on the upcoming project!



STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: Steve Wilkins, Chief of Police

SUBJECT: Annual Agreement with the Kerman Unified School District for School Resource Officers (SW)

RECOMMENDATION: Council by motion adopt resolution approving agreement with the Kerman Unified School District for School Resource Officers for FY 2026-2027.

EXECUTIVE SUMMARY:

The City of Kerman has entered annual agreements with the Kerman Unified School District to provide School Resource Officer support to the district campuses. Under the annual agreement, Kerman Police personnel respond to requests for law enforcement- related services to district properties. These services are provided 24 hours a day, each day of the year. However, the City provides a specific presence of School Resource Officers during normal school hours and events, and the District reimburses the City for the costs associated with providing police services.

DISCUSSION:

Historically, the Kerman Police Department has provided a police response to law enforcement related incidents at KUSD properties. The District has been paying to reimburse the cost of police services for two full-time police officers and will continue to do under the proposed agreement. The District and the City may agree by mutual written agreement to increase the number of full-time police officers to three for fiscal year 2026-2027. The City benefits from the additional workforce options these officers provide and utilizes the officers for non-school related functions during times when school is not in session. Additionally, having officers dedicated to KUSD reduces the workload on the police department as, without them, the responsibility for calls for service on KUSD properties would fall to the patrol officers patrolling the city.

FISCAL IMPACT:

The City and the District have reviewed the costs of School Resource Officers to include salaries, benefits, and equipment.

The District agrees to pay City a total of \$293,698 for the two SRO's to provide specialized police services to the District. Payment will be made in two installments of \$146,849, to be paid upon

being invoiced by the City of Kerman in September 2026 and January 2027. Payments will be made no later than 30 days from the invoice date. The fees paid will be used by the City to cover the cost of the salary, benefits, and equipment needed to perform duties of the SRO's.

ATTACHMENTS:

- A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING THE ANNUAL AGREEMENT BETWEEN THE CITY OF KERMAN AND THE KERMAN UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS FOR FY 2026-2027

WHEREAS, the annual agreement between the City of Kerman (City) and the Kerman Unified School District (District) for law enforcement school resource officer services expires on June 30, 2026; and

WHEREAS, the City would like to enter a new annual agreement for law enforcement school resource officer services.

NOW THEREFORE, the City Council of the City of Kerman resolves as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. The Council approves the 2026/2027 annual Agreement for School Resource Officers, which is attached as **Exhibit ‘A’** and incorporated by reference.
3. The Council authorizes the City Manager to sign the agreement on behalf of the City.
4. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana-Zamudio
City Clerk

Exhibit 'A'

**SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN THE CITY OF KERMAN AND THE KERMAN UNIFIED SCHOOL DISTRICT
FOR POLICE SERVICES FOR FY 2026-2027**

This School Resource Officer Agreement (Agreement) is entered into on July 1, 2026, by and between the City of Kerman, a municipal corporation, ("City"), and The Kerman Unified School District ("District").

WHEREAS, District recognizes that the Kerman Police Department's provides necessary public safety and law enforcement services to the City which benefits District; and

WHEREAS, District further recognizes that the Kerman Police Department's assignment of School Resource Officers assigned to the District's schools to perform regular duty law enforcement services is greatly beneficial to District in assisting District in providing its students with campuses which are safe, secure, and peaceful; and

WHEREAS, City recognizes that assignment of School Resource Officers to District Schools will make a safer, secure, and peaceful City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

Section 1. Role and Responsibilities the City agrees to assign (2) two Police Officers to Kerman High School and its feeder elementary and middle schools as School Resource Officers (SRO). The parties may mutually agree in writing to additional SROs based on the District's funding and the Police Department's availability. The base of operations for each SRO will be Kerman High School, where it is understood that the officer will respond to non-school calls, as needed, and attend meetings and training, as required by the Kerman Police Department. The scope of work shall be limited to those duties described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.

Section 2. Compensation District agrees to pay City a total of \$293,698 for the two SRO's to provide these services. Payment will be made in two installments of \$146,849 to be paid upon being invoiced by the City of Kerman in September 2026 and January 2027. Payments will be made no later than 30 days from the invoice date. The fees paid will be used by the City to cover the cost of the salary, benefits, and equipment needed to perform duties of the SRO's.

Section 3. Effectiveness, Duration and Termination This Agreement shall be effective as of the date first written above, and shall remain in effect for an initial term running through June 30, 2027. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than 30 days prior written notice to the other party.

Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro- rated share of the compensation based upon a 12-month timeframe.

Section 4. Indemnification

- A. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.
- B. The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.
- C. If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.
- D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

- E. In the event of concurrent negligence on the part of the District or any of its officers, officials, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- F. The parties' duty to indemnify each other and its officials, officers, employees, agents and volunteers shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the Agreement of indemnification to be provided by the parties. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the parties or any of its officers, board members, employees, agents, volunteers, invitees, caterers, concessionaires, suppliers, vendors, consultants, contractors or subcontractors.
- G. This section shall survive termination or expiration of this Agreement.

Section 5. Entire Agreement This Agreement, including all recitals constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the City Council to execute this Agreement.

Section 6. Insurance It is understood and agreed that District and City maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

Section 7. Nondiscrimination Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

Section 8. Independent Contractor and Not a Partnership For the purposes of this Agreement, City and District shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitute, or will be construed as establishing or constituting a partnership or agency or employment relationship between City and District. Officers providing services under this Agreement shall remain the employees of City, and shall not be employees of District.

Section 9. Notices Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of

this Agreement or at such other address as the parties may from time to time designate by written notice.

Section 10. Binding Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

Section 11. Assignment Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

Section 12. Waiver The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

Section 13. Governing Law and Venue This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

Section 14. Headings The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify or add to the interpretation or meaning of the provisions of this Agreement.

Section 15. Severability The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

Section 16. Interpretation The parties acknowledge that this Agreement in its final forms is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

Section 17. Attorney's Fees If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

Section 18. Exhibits Each exhibit and attachment referenced in this Agreement is, by the reference, attached and incorporated into and made a part of this Agreement.

[Signatures on Next Page]

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as set forth below:

CITY OF KERMAN

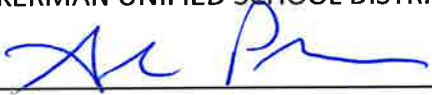
By: _____
John Jansons, City Manager

Date: _____

APPROVED AS TO FORM

Hilda Cantú Montoy, City Attorney

THE KERMAN UNIFIED SCHOOL DISTRICT

By:  _____
Gordon Pacheco, Superintendent

Date: 6-11-2026

Exhibit 'A'
(to agreement)

SCOPE OF WORK

SCHOOL RESOURCE OFFICER

- A. The SRO is a sworn City police officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school. The SRO will be maintaining safety, order, and discipline within his/her assignment. Although not an employee of the District, the SRO will be considered an active member of the administrative teams that serve each of the District schools.
- B. The SRO's assigned school buildings, grounds, and surroundings will be the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of the other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.
- C. The SRO's duty schedule will be mutually determined by the District Superintendent and the Chief of Police.
- D. The SRO's schedule will generally be arranged to provide coverage throughout the school day to include peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.
- E. The SRO shall wear the regulation police uniform and operate a marked police patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Police Department to students and staff.
- F. The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- G. The SRO may also become involved, through the school principal, with the school's curriculum and provide instruction that will enhance the students' understanding of the police mission and the responsibilities of citizenship.
- H. The SRO shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs. All information concerning gangs shall be provided to appropriate investigative personnel. Gang prevention and early intervention strategies shall be coordinated with the investigations unit.
- I. When it is in the best interest of the City and the school and with the approval of

the school principal, the SRO may make formal presentations to, or participate in, school-based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces must be approved, in advance by the Police Chief and the school principal.

- J. Programs conducted in schools by other units of the Kerman Police Department shall be coordinated with the SRO and the school principal to avoid redundant services and to ensure equitable distribution of such programs and services.
- K. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SROs. The SRO shall meet as needed, with the assigned school principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- L. Other duties and responsibilities of the SRO includes proper disposal of illegal substances recovered by the school and not needed for criminal prosecution, maintaining familiarity with the school's student rules and regulations, attending and providing testimony at school disciplinary hearings, upon request.

TRAINING AND SUPERVISION

- A. The SRO supervisor shall ensure that open lines of communication are in place between all the District schools and the Kerman Police Department. Meetings with the SRO shall be arranged as needed with school administration. The Chief of Police or his/her designee shall meet with the District Administration at least once each semester. The initial SRO/ Administration meeting should be held on the date of the implementation of this agreement and be devoted to reviewing school and City expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SRO's performance as well as the identification and resolution of any developing issues. The Chief of Police shall address any concerns regarding the performance of the SRO.
- B. The City shall be responsible for the cost of any required peace officer update training. The School District will pay for any SRO specific training or school that they elect to send the SRO to.
- C. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

POLICE INVESTIGATION AND QUESTIONING

- A. The SRO has been given the authority to stop, question, interview, and take police action without the prior authorization of the principal or contacting parents. With certain exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the

school. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flee from the jurisdiction by the person suspected of a crime or destruction of evidence. All criminal and non-criminal contact with a student or faculty member during school hours by any investigating officers should be coordinated through the SRO.

- B. The SRO shall provide information to the appropriate investigative sections of any crimes or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned school.
- C. The school principal will be notified as soon as practical of any significant enforcement actions taken by an SRO or investigating officer(s).
- D. The authority of School Resource Officers ("SRO") extends to all schools in California (Penal Code Section 830). SROs do not need permission to enter school grounds, and school officials must not hinder or resist SROs in carrying out their duties on school grounds (Penal Code Section 148).
- E. The School District has designated SROs to be "school officials" who may have a legitimate educational interest in accessing student records. If such access is provided, the SRO must protect the privacy of the student records it receives and may only disclose the student records, or the information obtained from the students records, in compliance with state and federal law.
- F. Unless there is a health or safety emergency requiring disclosure of information contained within student records, the information obtained by an SRO from a student's records may not be shared with other law enforcement agencies or personnel. For this reason, circumstances where the SRO is provided access to student records should be limited and only when there is a legitimate educational interest in providing such access, or, an emergency situation exists.
- G. Access to student records by SROs should only be granted with the approval and supervision of a school administrator. Access shall be duly noted on the Access Log. Student records should remain in the possession of the school administrator(s) at all times.

ARREST PROCEDURES

- A. School Resource Officers are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal, or his agent, for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal.
- B. The following procedures should be adhered to where arrests of students or staff become necessary:

1. The arrest of a student or school staff member with a warrant or petition should be coordinated through the SRO with prior notification to the principal and accomplished after school hours, when practical.
2. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical.
3. Persons, whose presence on school grounds is in violation of the law, shall be investigated for trespassing.
4. Discretion and good judgment by an SRO may determine alternative action other than arrest.

SEARCH AND SEIZURE

- A. School officials may conduct searches of students' property or person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.
- B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.
- C. Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

ADMINISTRATIVE HEARINGS

- A. The SRO shall attend suspension and/or expulsion hearings upon the request of the school principal. The SRO shall be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer. Any evidence presented at any administrative hearing by an SRO is the responsibility of the SRO.
- B. The SRO shall not provide any official Police Department juvenile record to the school during an administrative hearing. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.



STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: Consideration of Street Naming Request In Recognition of Jay Gil (JAJ)

RECOMMENDATION: Council consider the street naming request, determine whether to approve the request regarding part or all of Isabella Avenue, and provide direction to Staff on development of a Street Naming Policy.

BACKGROUND:

At the May 27, 2026, City Council meeting, Mayor Pacheco requested a future agenda item regarding a street naming request. Earlier that week, staff had learned of this request and recommended to Council that they be given the opportunity to prepare a memorandum explaining the request, its genesis, and potential options for the Council to consider, since other Councilmembers were not familiar with this matter. On May 29, 2026, staff distributed an extensive memo (**Attachment 'A'**) detailing the origination of the request, street naming protocols, and considerations for the pending requests.

On June 10, 2026, Mayor Pacheco requested that this matter be placed on the Agenda for June 24, 2026 for Council consideration.

Currently, the City of Kerman has no street naming policy. The historical practice is that new streets in alignment with existing streets get extended with a continuation of the same name. For new streets within a subdivision with no logical connectivity to existing streets, developers have been allowed to name, or submit names, of their choosing for approval by the City. That is why Kerman has streets named after the master developer's or builder's children, for example.

DISCUSSION:

In researching this matter, staff have learned that in 2024, Kerman Unified School District (KUSD) agreed to "support and not oppose" naming Isabella Ave, in whole or part, in honor of Jay Gil, an adjacent landowner who provided assistance to KUSD during the development of Harvest Elementary School, as included in **Attachment 'A'**.

In the case of the current request, (see **Attachment 'B' - Map**) the section of street considered in honor of Mr. Gil is in existing alignment with Isabella Avenue, which is intended to run from west of Siskiyou on an east west route through Madera Ave (CA 145) and continue eastward to Goldenrod as properties develop.

It should be noted that if the entirety of Isabella Avenue was to be renamed, 14 existing homes at the western end would be affected by this change.

If only the portion of Isabella Avenue that runs from Madera Avenue (CA 145) to First Street were renamed, it would be adjacent to Harvest Elementary School and be responsive to the wishes of KUSD, reflecting Mr. Gil's assistance, but it may cause continuity confusion with an east-west alignment changing names between north-south streets.

FISCAL IMPACT:

The fiscal impact is expected to be minimal for signage changes. If existing residential addresses are changed, then the fiscal impact is unknown.

ALTERNATIVES:

1. Council approve naming part of Isabella Avenue for Jay Gil which means there will be a break in the name.
2. Council approve naming all of Isabella Avenue for Jay Gil which means that 14 residents on Isabella Avenue will be affected.
3. Council approve an honorary street sign below the Isabella Avenue sign. This type of honorary signage is used in many cities.
4. Approve Alternative 1, 2, or 3 and direct staff to return with a formal street naming policy for the future.
5. Reject the request.

ATTACHMENTS:

- A. Council Steet Naming Memorandum
- B. Map of Isabella Avenue (existing and proposed)

Attachment 'A'



Memorandum

To: Mayor and City Council

From: John Jansons, City Manager 

Date: May 29, 2026

Subject: Future Agenda Item: Request by Mayor Pacheco on behalf of Jay Gill and KUSD

Introduction:

At the May 27, 2026, City Council meeting, a future agenda item was requested from Mayor Pacheco regarding a request for street naming in recognition of Mr. Jay Gill as supported by KUSD. As a result, staff was directed to provide the Council with the background on this matter and agreed to schedule this matter for Council consideration at a future meeting when all five Council Members are expected to participate in this discussion. (Upcoming meetings in June will have anticipated absences of one or two Councilmembers given previous commitments.)

Background:

The **attached letter** dated April 3, 2024, from KUSD to Mr. Gill is attached here where they indicate they would not oppose and would support the naming of Isabella Ave. after Jay Gil in some fashion, but that this decision was within the authority of and at the discretion of the City.

I was only provided this letter after receiving a phone call from Mr. Gil on Monday, May 25th, (Memorial Day) voicing his concern that "the City (Jerry Jones) was not approving what he and KUSD had agreed to".

After speaking with Mr. Gil, I explained that this was the first time we heard of this.

Past practice of the City has been to extend street names when they are in substantial alignment with existing streets to maintain continuity and cohesion following standard engineer practices and in support of clarity and public safety.

In this case, Isabella Ave (**Refer to Graphic of Street Map provided**) was already designated as the west - east street beginning at Siskiyou to the West and following a parallel alignment to Whitesbridge Road, eastbound through Del Norte, First Street abutting the new Harvest Elementary School site to the North, then intersecting Madera Ave. and continuing eastward through the recently approved subdivision named, "Harvest Estates".

For the existing west end of Isabella Ave., there are currently 14 occupied homes, which makes re-naming more complicated.

In general, cities often have clearly proscribed street naming policies. Kerman does not. As referenced above past practice has been to continue aligned street names. In the case of a new street that does not align with existing streets, the City has traditionally allowed the developer of a subdivision to suggest / submit names for City approval new street within the subdivision.

For example, California Street or Kearney Blvd. continues east - west through Kerman, new neighborhoods taking access from those primary streets have had streets named after a developer's children's first names (Susan, Brian, Joseph, etc.).

In the absence of an adopted policy or standard practice:

In the absence of an adopted policy or standard practice, cities may consider street naming options that addresses the jurisdiction not having a formally adopted street naming policy or established naming criteria. As a result, the street name may be selected at the discretion of the approving authority, Kerman City Council, subject to any applicable addressing, emergency response, postal service, or mapping requirements.

In evaluating potential street names, the following practical considerations may be helpful:

- Avoid names that duplicate or closely resemble existing street names within the jurisdiction or surrounding service areas.
- Select names that are easy to pronounce, spell, and communicate for emergency services and the public.
- Consider names that reflect local geography, history, natural features, community character, or project identity.
- Ensure compliance with any addressing standards required by emergency dispatch, postal authorities, or mapping agencies.

Typical Naming Options:

The following options are presented for consideration:

Option 1 – Geographic Feature

Name the street after a nearby natural or geographic feature, such as a creek, hill, valley, tree species, or landscape characteristic.

Option 2 – Historical or Cultural Reference

Name the street to recognize a historical figure, event, cultural element, or locally significant landmark.

Option 3 – Neighborhood Theme

Select a name that aligns with existing street names or themes within the surrounding neighborhood to maintain consistency.

Option 4 – Developer or Property Owner Suggestion

Approve a proposed name submitted by the developer or property owner, provided it does not conflict with existing addressing systems.

Option 5 – Community-Inspired Name

Solicit name suggestions from nearby residents, community groups, or stakeholders and select a preferred option.

Assistance to KUSD:

The origin of this request and the suggestion that a street be named for Mr. Gil appears to be connected to the cooperation Mr. Gil provided KUSD in selling them an easement along the westside of Madera Ave (CA 145), north of “Isabella Ave” for a southbound right hand turn lane required by Cal Trans. It should be noted, that granting of the easement for public a purpose was a condition of development of Mr. Gil’s project to the north, but with KUSD’s project moving ahead on a faster timeline, the Harvest Elementary School project required this improvement immedicably and could not wait until Mr. Gil would have been required to build the right of way / roadway improvements in future years.

KUSD reports that KUSD purchased the easement of 7,979 square feet of land for \$9,200 (\$1,15 sq ft) based upon an appraisal and negotiations.

Conclusion:

Because no formal street naming policy currently exists, any of the above options may be considered by City Council including the “continuity practice” used by Kerman, provided the selected name can be accommodated within local addressing and emergency response systems.

Direction from City Council is requested regarding the preferred naming approach and final street name selection.

Attachments:

1. Graphic of Street Map / Alignment of Isabella Avenue
2. 2024 Letter from KUSD to Mr. Jay Gill regarding naming street.
3. E-mail from Superintendent Gordon Pacheco



Kerman Unified School District

Gordon Pacheco, District Superintendent
Kraig L. Magnussen, Assistant Superintendent/Chief Business Official
Gabe Melgoza, Assistant Superintendent Personnel
Pam Sellick, Assistant Superintendent Educational Services

Board of Trustees
Daniel Babshoff
Maria S. Cantu
Julie Gragnani
Kindra Melgoza
Jim Volkoff

April 3, 2024

Mr. Jay Gill
15319 W. Nielsen Avenue
Kerman, California 93630

Re: Letter of Support Naming of Street

Dear Jay:

I am writing this letter of support to name a street in our community. I believe that naming a street is not merely a matter of assigning a label to a geographical location, but it is an opportunity to serve as a powerful educational tool, allowing future generations to learn about the rich history of our community. A well-chosen street name can enhance the identity and character of our neighborhood, contributing to a sense of place and belonging for residents and visitors alike.

In conclusion, this letter of support would not oppose the landowners request to name the road between our properties. The District and the landowner understand this will be determined by the City of Kerman.

Sincerely,

A handwritten signature in blue ink, appearing to read 'GP' or 'Gordon Pacheco'.

Gordon Pacheco
Superintendent
Kerman Unified School District

John Jansons

From: Gordon Pacheco <gordon.pacheco@kermanusd.com>
Sent: Tuesday, May 26, 2026 8:29 AM
To: John Jansons
Cc: William Skinner; Jay Gill; Kraig Magnussen
Subject: Naming of the Street Near Harvest Elementary
Attachments: KUSD Letter for Jay Gill Naming Rights 4-3-24.pdf

EXTERNAL EMAIL - This email was sent by a person from outside your organization. Exercise caution when clicking links, opening attachments or taking further action, before validating its authenticity.

John,
Kerman Unified School District would like to assist Jay Gill and the City of Kerman regarding the naming of the street next to Harvest Elementary School. We want to ensure the process moves forward smoothly and in alignment with any City requirements or guidelines.

Please let us know what information, documentation, input, or formal actions are needed from KUSD to assist with the street naming process. Additionally, the District is not opposed to any request made by Jay Gill as part of the street naming process. We appreciate the opportunity to work together and look forward to supporting Jay Gill in any way necessary.

Enclosed is a formal letter from the District that was sent to Jay's team back in April 2024.

Gordon Pacheco
Superintendent
Kerman Unified School District
(559) 843 - 9002

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NIELSEN AVE

ISABELLA AVE

14 EXISTING HOMES W/
ISABELLA ADDRESSES

WHITESBRIDGE RD

SISKIYOU AVE

DEL NORTE AVE

FIRST ST

NIELSEN AVE

EXISTING STREET —
PLANNED/FUTURE STREET - - - - -

ISABELLA AVE

HARVEST ELEM

WHITESBRIDGE RD

MADERA AVE



STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Award of Contract for the Kerman FY25/26 Streets Rehabilitation Project to Dave Christian Construction Co., Inc. (JG)

RECOMMENDATION: Council adopt the resolution:

1. Awarding the Kerman FY25/26 Streets Rehabilitation Project to Dave Christian Construction Co., Inc. in the amount of \$1,195,829.08; and
2. Authorizing a 10% construction contingency in the amount of \$119,580.00; and
3. Authorizing the City Manager to sign the construction contract on behalf of the City; and
4. Authorizing the City Manager to sign change orders, up to the additional contingency amount, on behalf of the City.

EXECUTIVE SUMMARY:

The Kerman FY25/26 Streets Rehabilitation Project will rehabilitate the existing pavement at the Gateway Boulevard and Park Avenue intersection, segments of F Street, Sunset Avenue, D Street and Manor Drive and the area bounded by C Street, First Street, B Street and Wooten Drive. The work will consist of: 1) dig out and reconstruction of pavement areas with structure failure; 2) grind and pavement overlay of areas where the pavement surface is showing significant cracking and weathering; and 3) fog seal placement over the entire pavement surface. The Project will also include the replacement or construction of various concrete improvements where they are currently damaged or non-compliant with ADA accessibility guidelines.

On May 13, 2026, the City advertised a request for bids with eleven contractors submitting by the May 27, 2026, 2:00 PM deadline. The results are as follows:

Contractor	Bae Bid
Dave Christian Construction Co., Inc.	\$1,195,829.08
AJ Excavation, Inc.	\$1,205,624.90
Terra West Construction, Inc.	\$1,348,221.55

Walsh Montgomery Construction, Inc.	\$1,378,802.11
Granite Construction Company	\$1,383,495.20
Avison Construction, Inc.	\$1,393,278.18
Cal Valley Construction	\$1,397,172.15
MAC General Engineering, Inc.	\$1,404,583.10
R.J. Berry Jr., Inc.	\$1,438,629.10
American Paving Co.	\$1,546,208.60
Dawson-Mauldin, LLC	\$1,751,973.90

The engineer's construction estimate for the Project was in the amount of \$1,270,000.00. Staff has reviewed the bid submitted by Dave Christian Construction Co, Inc. and determined it to be responsive and Dave Christian Construction Co, Inc. to be a responsible contractor.

FISCAL IMPACT:

The total estimated Project cost is \$1,503,000 including design, construction, construction engineering, and contingency. Funding for the Project is from Local Transportation Funds.

ATTACHMENTS:

- A. Resolution
- B. Vicinity Map

Attachment ‘A’

RESOLUTION NO. 26 - ____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AWARDING
CONTRACT FOR THE KERMAN FY25/26 STREETS REHABILITATION PROJECT TO
DAVE CHRISTIAN CONSTRUCTION CO., INC.

WHEREAS, the Invitation to Bid for the Kerman FY25/26 Streets Rehabilitation Project was published in the Kerman News on May 13, 2026 and was sent electronically and mailed to all construction trade journals specified for the City by the California Uniform Construction Cost Accounting Commission in accordance with the City’s Formal Contract Procedures and California Public Contract Code Section 22037; and

WHEREAS, the Project consists of the rehabilitation of the Gateway Boulevard and Park Avenue intersection, segments of F Street, Sunset Avenue, D Street and Manor Drive and the area bounded by C Street, First Street, B Street and Wooten Drive; and

WHEREAS, the following bids for the Project were publicly opened and read aloud at the Kerman City Hall on May 27, 2026 at 2:00 PM:

Contractor	Bae Bid
Dave Christian Construction Co., Inc.	\$1,195,829.08
AJ Excavation, Inc.	\$1,205,624.90
Terra West Construction, Inc.	\$1,348,221.55
Walsh Montgomery Construction, Inc.	\$1,378,802.11
Granite Construction Company	\$1,383,495.20
Avison Construction, Inc.	\$1,393,278.18
Cal Valley Construction	\$1,397,172.15
MAC General Engineering, Inc.	\$1,404,583.10
R.J. Berry Jr., Inc.	\$1,438,629.10
American Paving Co.	\$1,546,208.60
Dawson-Mauldin, LLC	\$1,751,973.90

WHEREAS, the City Engineer’s Estimate was \$1,270,000.00.

NOW, THEREFORE, the City Council of the City of Kerman resolves as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. Upon the recommendation of the City Engineer, the Council awards the Siskiyou Avenue Rehabilitation - Kearney Boulevard to California Avenue Project to Dave Christian Construction Co., Inc., 2963 N. Sunnyside Avenue, #108, Fresno, CA 93727 in the amount of One Million One Hundred Ninety-Five Thousand Eight

Hundred and Twenty-Nine Dollars and Eight Cents (\$1,195,829.08) which is incorporated by reference.

3. The City Manager is authorized to sign the City's standard form of agreement for construction projects, as contained in the bid package on behalf of the City of Kerman.
4. The City Manager is authorized to sign change orders, up to the additional contingency amount, on behalf of the City.
5. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

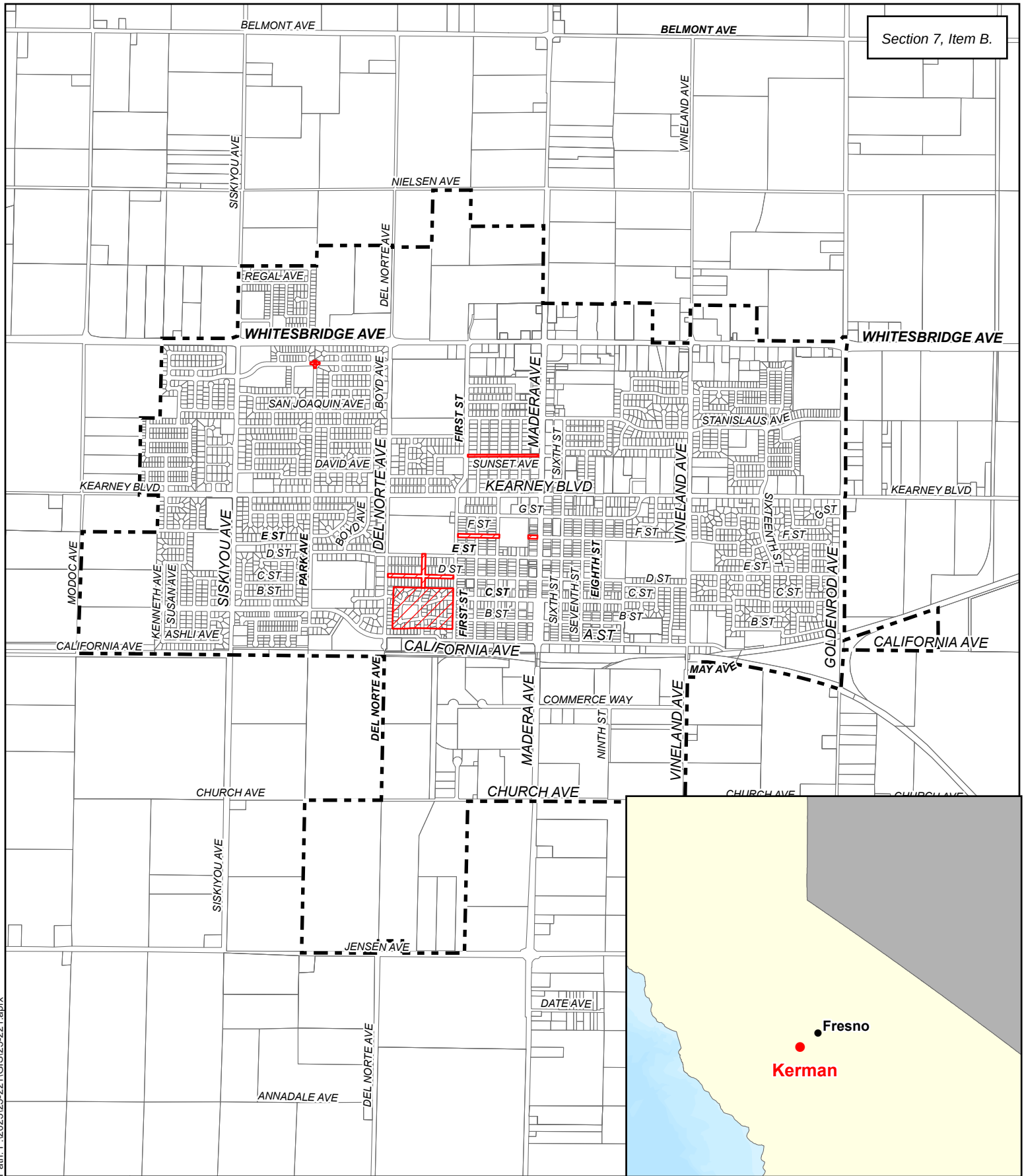
ABSENT:

The foregoing resolution is hereby approved

Maria Pacheco
Mayor

ATTEST:

Dalia Santana-Zamudio
City Clerk

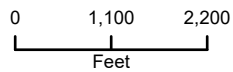


Path: F:\2025\25-221\GIS\25-221.aprx



Legend

- Project Location
- Parcels
- City Limits



**Kerman FY25/26 Rehabilitation Project
Location Map**





STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Establishing Appropriations Limit for Fiscal Year 2026/2027 (JA)

RECOMMENDATION: Council by motion adopt a resolution establishing the Appropriations Limit for Fiscal Year 2026/2027.

EXECUTIVE SUMMARY:

Article XIII B of the California Constitution requires the City to set its appropriations limit on an annual basis.

The City recommends adjusting the City's appropriation limit by calculating inflation, using the percentage change in per capita personal income from the preceding year, and calculating population growth by using the percentage change in population in the City of Kerman.

Per Government Code 7910, the City made documentation available on the City website on how the City determined the appropriations limit 15 days prior to the adoption of this resolution.

The City's appropriation limit for Fiscal Year 2026/2027 is \$27,533,155.

FISCAL IMPACT: None

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ESTABLISHING THE APPROPRIATIONS LIMIT FOR THE 2026/2027 FISCAL YEAR PURSUANT TO ARTICLE XIII B OF THE CONSTITUTION OF CALIFORNIA**

WHEREAS, Article XIII B of the California Constitution requires the City to set its appropriations limit on an annual basis; and

WHEREAS, the City's appropriations limit is to be adjusted annually, based upon inflation and population growth; and

WHEREAS, the City Council may choose the method of calculating adjustments to the City's appropriations limit on annual basis. For inflation, pursuant to Article XII B, section 8(e)(2), adjustments to the appropriations limit may be calculated using the percentage change in per capita personal income from the preceding year because of local nonresidential new construction. For population growth, pursuant to Government Code section 7901 (b), the City may use the percentage growth in its jurisdiction; and

WHEREAS, pursuant to Article XIII B of the California Constitution, and those Government Code sections adopted pursuant to Article XIII B, section 8(f), the City Council chooses to adjust the City's appropriation limit by calculating inflation using the percentage change in per capita personal income from the preceding year and calculating population growth by using the percentage change in population in the City of Kerman; and

WHEREAS, per Government Code 7910, the City made available documentation used in the determination of the appropriations limit 15 days prior to the adoption of this resolution via the City website; and

WHEREAS, as a result of the adjustments made to the City's appropriation limit as shown in **Exhibit 'A'**, the City Council sets the appropriations limit for Fiscal Year 2026/2027 at \$27,533,155.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERMAN that the appropriations limit for the 2026/2027 Fiscal Year for the City of Kerman is established at \$27,533,155, as set forth on **Exhibit 'A'** attached hereto and made a part hereof by this reference.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana Zamudio
City Clerk

Exhibit 'A'
GANN REVENUE LIMIT

The original Article XIII and its implementing legislation Chapter 1205/80 were modified by proposition III and SB 88 (Chapter 60/90). Beginning with the 1990/91 Appropriations Limit, the annual adjustment Factors were changed. Instead of using the lesser of California Per Capita Income or U.S.C.P.I to measure Inflation, each City may choose:

The growth in California Per Capita Income or

The growth in the non-residential assessed valuation due to new construction within the City

2025/2026 REVENUE LIMIT - \$ 26,209,057

Per City of Kerman, City Council Resolution No.25-34

2026/2027 REVENUE LIMIT FACTORS

POPULATION:*

January 1, 2026 17,498

January 1, 2025 17,481

0.10% increase

LOCAL ASSESSMENT ROLL***

2024/2025 Gross Assessed Value

Secured

Unsecured

1,203,408,406

52,428,897

CHANGE IN PER CAPITA PERSONAL INCOME*

2026/2027 4.95%

CHANGE FACTOR

Population Change x Change in Per Capita Personal Income

1.0495 x 1.0010 = 1.0505

TOTAL 2026/2027 ESTIMATED REVENUE

PROCEEDS OF TAXES

15,146,410

NON-PROCEED OF TAXES

23,983,173

TOTAL APPROPRIATIONS 2026/2027

\$ 39,129,584

TOTAL 2026/2027 ESTIMATED REVENUE

EXEMPT FROM LIMIT

15,146,410

2026/2027 REVENUE LIMIT

\$ 27,533,155

2026/2027 REVENUE SUBJECT TO LIMIT

15,146,410

AMOUNT OF UNSPENT AUTHORIZED APPROPRIATIONS

\$ 12,386,745

* Data provided by State of California, Department of Finance

***Data provided by Fresno County Assessor's Office



STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Resolution Adopting the Fiscal Year 2026/2027 Kerman Public Finance Authority Budget (JA)

RECOMMENDATION: Council approve resolution adopting Fiscal Year 2026/2027 Kerman Public Finance Authority Budget.

EXECUTIVE SUMMARY:

In October 2007 the Kerman Public Finance Authority (PFA) issued Lease Revenue Bonds in the amount of \$3,930,000 for improvements to City Hall, purchase of the building at 942 S Madera Avenue and acreage for Hart Ranch Park.

In September 2020, the Kerman Public Financing Authority refinanced the 2007 Bond achieving a reduction on interest rate from 4.75% to 2.31% with the same lease terms. The 2020 Lease revenue Bond amounts to \$3,041,000. The principal payments are made on October 1st beginning in 2022 and ending in 2037. The interest is to be paid semi-annually on April 1st and October 1st through 2037. The outstanding balance as of June 30, 2025 is \$2,659,000.

The PFA activity consists of the collection of lease payments from the City of Kerman and the redistribution of these funds to bondholders. For Fiscal Year 2026/2027, these annual payments total \$238,151.

In October 2025, the Kerman PFA issued the 2025 Lease Revenue Bonds in the amount of \$19,405,000. The bond proceeds will be used to fund for architectural services and construction costs of the Multigenerational Resiliency Center and the new Police Station. The 2025 Lease Revenue payments are made each October 1 beginning in 2026 through 2055, and the interest is to be paid semi-annually on April 1 and October 1 through 2055.

For Fiscal Year 2026/2027, the first payment on the 2025 Lease Revenue Bonds will be \$1,203,689.

FISCAL IMPACT:

The PFA collects lease payments and bi-annually debt service payments are paid to Webster Bank, the lender on the 2007 bonds. Payments will be made to US Bank on the 2025 Lease Revenue Bonds.

ATTACHMENTS:

A. Resolution of the Kerman Public Financing Authority w/Exhibit

Attachment 'A'

RESOLUTION PFA NO. 26-__**RESOLUTION OF THE KERMAN PUBLIC FINANCING AUTHORITY ADOPTING THE FISCAL YEAR
2026/2027 BUDGET**

The Board of Directors of the Kerman Public Finance Authority does resolve as follows:

SECTION 1: The Board of Directors finds and declares as follows:

The Board of Directors has reviewed the proposed final Kerman Public Finance Authority Budget ("Budget") for Fiscal Year 2026/2027 and determines as follows:

- A. The Budget is based upon annual debt service payments and administrative fees;
- B. All procedural requirements for adopting the Budget were fulfilled and the Board of Directors was fully informed regarding the Authority's current finances, projected revenue and financial obligations; and
- C. It is in the public interest for the Board of Directors to adopt the Public Finance Authority Budget as proposed by the Executive Director.

SECTION 2: ADOPTION The Budget attached to this resolution, and incorporated by reference, in **Exhibit 'A'** is approved and adopted subject only to the authorizations set forth below.

SECTION 3: BUDGET APPROPRIATIONS Based upon the Budget, the total Fiscal Year 2026/2027 appropriation for the Public Finance Authority is \$1,441,840. The Executive Director, or designee, is authorized to implement the appropriations as detailed in the Budget.

SECTION 4: BUDGET ADJUSTMENTS The Budget may be subsequently adjusted as follows:

- A. By majority vote of the Board of Directors;
- B. By the Executive Director, or designee, for all appropriation transfers between line items within the Authority's fund.

SECTION 5: This resolution will become effective immediately upon adoption and will remain effective unless amended, repealed or superseded.

(Certifications on Next Page)

The foregoing resolution was adopted by the Kerman Public Finance Authority, at a regular meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana Zamudio
City Clerk

Exhibit 'A'

					Audited	Audited	Adopted	Estimated	Budget	
Description					2023/2024	2024/2025	2025/2026	Year/ End	2026/2027	
130	0000	361	02	00	Lease Income	\$240,510	\$240,467	\$239,344	\$239,344	238,151
130	0000	361	02	01	Lease Income	0	0	0	0	1,203,689
						\$240,510	\$240,467	\$239,344	\$239,344	\$1,441,840

Budget Highlights:

Lease Income is collected from various City funds to service their portion of the debt. The breakdown of those cost allocations can be seen on PFA Annual Lease Payment. In September 10, 2020 the City of Kerman refinanced the 2007 Lease Revenue Bonds and entered into a new lease agreement with the Kerman Public Finance Authority (PFA) for the amount of \$3,041,000. With the refinance the City of Kerman was able to generate some savings by reducing the interest rate. The principal payments are made every October 1, beginning in 2022 and terminating in 2037. Interest is paid semi-annually each April and October, the new interest rate is 2.31%

In October 2025, the Kerman PFA issued the 2025 Lease Revenue Bonds in the amount of \$19,405,000. The bond proceeds will be used to fund for architectural services and construction costs of the Multigenerational Resiliency Center and the new Police Station. The 2025 Lease Revenue payments are made each October 1 beginning in 2026 through 2055 and the interest is to be paid semi-annually on April 1 and October 1 through 2055.

**City of Kerman
Public Financing Authority
Fiscal Year 2026/2027 Budget**

Description											Audited 2023/2024	Audited 2024/2025	Adopted 2025/2026	Estimated Year- End	Budget 2026/2027
Acquisition															
130	8000	600	01	96	Community Park		\$0	\$0	\$0	\$0	\$0				
Sub-Total							0	0	0	0	0				
Maintenance and Operations															
130	5005	510	10	00	Professional Services-Admin Fee		-	-	-	-	0				
Sub-Total							75,607	1,500	1,500	-	0				
Debt Service															
130	5005	700	01	00	Debt Service - Principal		173,000	177,000	180,000	180,000	183,000				
130	5005	700	02	00	Debt Service - Interest		67,510	63,467	59,344	59,344	55,151				
130	5005	700	01	01	Debt Service - Principal		0	0	0	0	255,000				
130	5005	700	02	01	Debt Service - Interest		0	0	0	0	948,689				
Sub-Total							240,510	240,467	239,344	239,344	1,441,840				
Total Expenditures							\$316,117	\$240,467	\$239,344	\$239,344	\$1,441,840				

Budget Highlights:

Bond 2007 was refinanced in FY 20/21, therefore through the financial transaction the debt was paid off with the issued funds of 2020 Revenue Bond

Bond 2025 was issued October 2025 for the architectural services and construction costs of the Multigenerational Resiliency Center and the new Police Station



STAFF REPORT

MEETING DATE: June 24, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: 250-80 Anniversary Banner Project (JAJ)

RECOMMENDATION: Council adopt resolution approving the “250-80” Anniversary Banner Project.

DISCUSSION:

2026 marks two very special occasions this year in Kerman. The first is the 250th Anniversary of the Declaration of Independence and the founding of the United States of America. The second is the 80th Anniversary of the Incorporation of Kerman into cityhood.

Many cities and communities across the Country are hosting special events and celebrating the Semi-quincentennial in many ways. For example, Fresno has installed hundreds of American Flags throughout the City. In Kerman, ideas were expressed to develop an anniversary celebration with the Chamber of Commerce or host a separate event or conduct other activities to mark these special occasions. In 2021, Kerman celebrated its 75th Anniversary with a downtown event, promotional materials, and the placement of a time capsule. This year, the idea of double-sided streetlight banners celebrating both the Semi-quincentennial and the 80th anniversary of cityhood seems a colorful and low-cost way to celebrate this special year.

Exhibit ‘A’ to the Resolution (**Attachment ‘A’**) depicts the banners with the Semi-quincentennial panel and the Kerman 80th anniversary panel.

The preferred installation locations are along CA Route 180 (Whitesbridge Road) and are subject to CAL-TRANS coordination and approval. Alternative prominent locations could include Kearney Blvd, Goldenrod, Vineland, Del Norte, or Siskiyou, which the City controls. No downtown or military banners would be displaced. The City would purchase the banners and mounting hardware, and installation would be performed by Public Works.

The Recreation Commission considered this project on June 16, 2026, and unanimously recommended approval by City Council.

FISCAL IMPACT:

Funding for the banner project would come from existing marketing/promotion funds and community benefit funds of approximately \$22,000.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-__

A RESOLUTION OF THE CITY OF KERMAN APPROVING THE 250-80 BANNER ANNIVERSARY PROJECT

WHEREAS, July 4th, 2026, marks the 250th Anniversary of the Declaration of Independence and the founding of the United States of America; and .

WHEREAS, July 3rd, 2026, marks the 80th Anniversary of the Incorporation of Kerman into cityhood; and

WHEREAS, to celebrate these special occasions, a celebratory anniversary banner project has been developed; and

WHEREAS, the banners are intended to be hung on prominent light pole locations and throughfares throughout Kerman from Summer 2026 to summer 2027; and

WHEREAS, the City has available funds in FY 25-26 marketing, promotion, community events and economic development budgets to fund the production, hardware and installation of the banners; and

WHEREAS, such activities promote National and local civic pride and contributes to the quality of life in Kerman.

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

- Section 1. The above recitals are true and correct and incorporated herein by reference.
- Section 2. The Council authorizes the hanging of banners as set forth in **Exhibit 'A'** as part of the City's 250-80 Banner Anniversary Project.
- Section 3. The City Council authorizes the estimated expense of \$22,000 from the City promotion accounts listed above.
- Section 4. The City Manager is directed to complete the purchase of banners and hardware for installation by City Staff in approved locations.
- Section 5. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 24th day of June 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana-Zamudio
City Clerk

