



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

Wednesday, August 13, 2025 at 6:00 PM

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

LEVINE ACT DISCLOSURE. Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$500 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The 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. Council Members are also required to make such disclosures and recuse themselves.

CONFLICT OF INTEREST. City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure of financial interest 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

None.

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 - July 23, 2025

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll (JA)

07/06/2025 to 07/19/2025: \$278,342.12; Retro Pay & Other: \$7,547.07; Overtime: \$9,328.21; Standby: \$1,702.67; Comp Time Earned: 24.38

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Resolution concerning Local Transportation Purposes Funds (Measure C) (JA)

RECOMMENDATION: Council by motion adopt resolution approving submittal of Local Transportation Purposes Certification and Claim for Fiscal Year 2025/2026 (Measure C).

D. SUBJECT: California for All Animals UC Davis Shelter Services Grant (SW)

RECOMMENDATION: Council by motion adopt resolution accepting grant funds and approving Shelter Services Agreement with Regents of the University of California relating to statewide animal assistance program.

E. SUBJECT: Amendment to Agreement with Muniservices, LLC (JA)

RECOMMENDATION: Council by motion adopt resolution approving Amendment No. 3 to Consultant Services Agreement with Muniservices, LLC and authorize the City Manager to sign.

F. SUBJECT: Amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority (JA)

RECOMMENDATION: Council by motion adopt resolution approving amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority.

G. SUBJECT: City Council Designate Mayor Pacheco and Councilmember Herrera as Voting Delegates and Alternate at the California League of Cities Annual Conference and Expo (Cal Cities) on behalf of the City of Kerman (JC)

RECOMMENDATION: Council by motion approve the designation of Mayor Pacheco as a voting delegate and Councilmember Herrera as alternate on behalf of the City at the California League of Cities Annual Conference and Expo in Long Beach.

- H. **SUBJECT:** Consideration of Resolution Approving Lease with Kerman Telephone Co., a California Corporation dba Sebastian for Equipment Installation on City-Owned Tower Located City Corporation Yard, Including Portions of APNs: 023-060-63u, 023-060-64, 023-060-65st, and 023-060-69st Commonly Known as 15201 W. California Avenue, Kerman, CA (JAJ)

RECOMMENDATION: Council by motion adopt resoltuion approving Lease with Kerman Telephone Co., a California corporation dba Sebastian for equipment installation on City-owned tower located City Corporation Yard, including portions of APN(s): 023-060-63u, 023-060-64, 023-060-65st, and 023-060-69st commonly known as 15201 W. California Avenue, Kerman, California 93630.

- I. **SUBJECT:** Reimbursement of Capital Expenditures from Proceeds of Tax-Exempt Obligations (JA)

RECOMMENDATION: Council by motion adopt resolution declaring intention to reimburse expenditures from proceeds of tax-exempt obligations.

- J. **SUBJECT:** Amendment to Joint Exercise of Powers Agreement for the Kerman Public Financing Authority (JA)

RECOMMENDATION: Council by motion authorize execution and delivery of first amendment to joint exercise of powers agreement.

6. PUBLIC HEARINGS

These hearings are scheduled at the time stated and will be heard by the Council as close to the time stated as possible.

- A. **SUBJECT:** Resolution Confirming and Ordering Tract 6430 Annexation into Kerman Landscaping and Lighting District No. 1, Area 16, and Establishing a Levy of Assessments for the Annexed Territory (JG)

RECOMMENDATION: Council by motion adopt resolution confirming and ordering Tract 6430 annexation into Kerman Landscaping and Lighting District No. 1, Area 16, and establishing a Levy of Assessments for the annexed territory.

7. DEPARTMENT REPORTS

(ITEM 7.A REQUIRES PUBLIC FINANCE AUTHORITY ACTION)

- A. **SUBJECT:** Establishing Regular Meetings of the Kerman Public Financing Authority (JA)

RECOMMENDATION: Board of directors of the Financing Authority by motion adopt resolution establishing regular meetings and approving related actions.

- B. **SUBJECT:** Resolution Authorizing Assignment of Lease from City of Kerman to the Kerman Public Financing Authority for 942 South Madera Avenue (JAJ), (JA)

RECOMMENDATION: Council by motion adopt resolution approving assignment of lease of 942 South Madera Avenue from the City of Kerman to the Kerman Public Financing Authority for the purpose of facilitating the capital projects funding program of the City.

- C. **SUBJECT:** Resolution Approving Final Map, Subdivision Agreement, Right-to-Farm Covenant, Landscape and Lighting District Covenant, Temporary Storm Drainage Basin Covenant and Accepting Dedication of Right-of-Way for Public Street and Utility Purposes for Tract No. 6430 (JG)

RECOMMENDATION: Council by motion adopt resolution pertaining to Tract No. 6430 as follows:

1. Approving Final Map and Subdivision Agreement
2. Approving Covenant Acknowledging Right To Farm Law
3. Approving Covenant Accepting Annexation into Landscape and Lighting District No. 1
4. Approving Covenant and Agreement for Temporary Storm Drainage Basin Use
5. Accepting Dedication of Right-of-Way for Public Street and Utility Purposes over a portion of APN 020-160-18S
6. Authorizing the Mayor and City Manager to sign the Subdivision Agreement and Covenants as appropriate.

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.net.

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.net or upon request by emailing the City Clerk at publicmeeting@cityofkerman.org or calling (559) 550-1414. 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) 550-1414 or email at publicmeeting@cityofkerman.org 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, Josie Camacho, 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.net.

Date: August 8, 2025 /s/ Josie Camacho, City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, July 23, 2025 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Call to Order - **6:01 p.m.**
- B. Roll Call - **All present except Mayor Pro Tem Yep and Councilmember Herrera.**
- C. Invocation - **Performed by Ken Boyd**
- 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

- A. 2025 Kanammi Delegation Presentation (TJ) – **Presented.**

4. PUBLIC FORUM - Cherie Smith, Ken Boyd

5. CONSENT CALENDAR

Motion made to accept the Consent Calendar, excluding Item 5.G, which was pulled for discussion by Councilmember Hall, Seconded by Councilmember Dhaliwal

Ayes: Hall, Dhaliwal, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2

- A. **SUBJECT:** Minutes - July 9, 2025

RECOMMENDATION: Council approved minutes as presented

B. SUBJECT: Warrants (JA)

1. Nos. 32242-32354 \$1,015,504.58 ACH \$127,867.59.

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

C. SUBJECT: Payroll (JA)

6/22/25 to 07/5/25: \$268,549.90; Retro Pay & Other: \$0.00; Overtime: \$9,243.48; Holiday: \$2,476.66; Standby: \$1,896.73; Comp Time Earned: 54

RECOMMENDATION: Council approve payroll as presented.

D. SUBJECT: Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. SUBJECT: Resolution Accepting the Goldenrod Avenue Rehabilitation – Kearney Boulevard to San Joaquin Valley Railroad, Federal Project No. STPL-5291(034) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Goldenrod Avenue Rehabilitation – Kearney Boulevard to San Joaquin Valley Railroad, Federal Project No. STPL-5291(034) and authorizing the City Engineer to record the Notice of Completion. - **Res. 25-50**

F. SUBJECT: Reorganization of Positions in the Community Services Department (JJ), (AC), (TJ)

RECOMMENDATION: Council by motion adopt resolution approving new position of Lead Supervisor in the Parks, Recreation, and Community Services Department and related job description and deleting position of Building and Facilities Supervisor position. - **Res. 25-51**

G. SUBJECT: Award of Contract for Street Sweeping Services (MB)

RECOMMENDATION: Council by motion adopt resolution to:

1. Award contract for Street Sweeping to Mid-Valley Disposal, LLC in the amount of \$155,904.00; and
2. Authorize the City Manager to sign the street sweeping contract on behalf of the City.
- **Res. 25-52**

ITEM 5.G - Motion made to approve with the changes noted to the prevailing wages 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 - 6:22 p.m.

- A. **SUBJECT:** Public Hearing and Approval of Resolution Confirming Diagram and Assessments for the Annual Levy, 2025-2026, for Landscaping and Lighting District No. 1 (JG)

RECOMMENDATION: Council conduct a public hearing, receive public testimony, and adopt resolution confirming the diagram and assessments for Landscaping and Lighting District No. 1 for the 2025-2026 annual levy in the amounts specified and authorize the City Clerk to record the diagram and assessment with the Fresno County Auditor-Controller. - **Res. 25-53**

Closed - 6:34 p.m.

Public Comment: Scott Bishop

Motion made by Councilmember Dhaliwal, Seconded by Councilmember Hall

Ayes: Dhaliwal, Hall, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2

7. DEPARTMENT REPORTS

- A. **SUBJECT:** Ratification of Well No. 14 Emergency Water Well Repair (MB)

RECOMMENDATION: Council by motion adopt resolution ratifying emergency repairs to Well No. 14 and the procurement of services for the repairs from Zim Industries, Inc. in the amount of \$176,443.58. - **Res. 25-54**

Motion made by Councilmember Dhaliwal, Seconded by Councilmember Hall.

Ayes: Dhaliwal, Hall, Pacheco

Noes: None

Abstain: None

Absent: Yep, Herrera

Motion passes 3-0-0-2

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION - None

11. ADJOURNMENT - 6:57 p.m.

MINUTES CERTIFICATION

I, Josie Camacho, 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 Kerman City Hall, 850 S. Madera Ave, Kerman, CA.

Date: July 24, 2025 /s/ Josie Camacho, City Clerk

PAY PERIOD: July 06, 2025 - July 19, 2025

	Salary	RETRO PAY & OTHER	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			Hours	Amount	Hours	Amount	Hours	Amount		
Grand Total	\$ 278,342.12	\$ 7,547.07	189.87	\$ 9,328.21	0.00	\$ -	72.75	\$ 1,702.67	\$ 296,920.08	24.38



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Resolution concerning Local Transportation Purposes Funds (Measure C) (JA)

RECOMMENDATION: Council by motion adopt resolution approving submittal of Local Transportation Purposes Certification and Claim for Fiscal Year 2025/2026 (Measure C).

EXECUTIVE SUMMARY:

Each year, the Fresno County Transportation Authority (FCTA) provides the City of Kerman with information regarding Measure C funding allocations that will be made available to the City throughout the new fiscal year. The City is required to approve and claim these allocation amounts by way of resolution before such funds can be disbursed to the City.

DISCUSSION:

In November of 2006, the voters of Fresno County approved an extension of the one-half cent sales tax increase known as Measure C to fund regional and local transportation projects. The Fresno County Transportation Authority (FCTA) is the administering agency for these funds. The FCTA, on an annual basis, determines the allocation of Measure “C” funds to all cities and the County of Fresno based on population and road miles.

For Fiscal Year 2025/2026 the FCTA is projecting \$38,362,528 in Measure C funds. The FCTA allocates these funds in the following categories:

Category	Amount
Street Maintenance	\$16,963,777
ADA Compliance	\$593,732
Flexible Funding	\$16,950,102
Ped/Trails Urban	\$2,383,799
Ped/Trails Rural	\$587,213
Bicycle Facilities	\$883,905
Total	\$38,362,528

The allocations for the City of Kerman are:

Category	Amount
Street Maintenance	\$283,838
ADA Compliance	\$9,934
Flexible Funding	\$347,972
Total	\$641,744

These allocations are based on Kerman's 2025 population of 17,535 and 46.8 road miles. These revenues are a critical funding source to help the City maintain streets, sidewalks and infrastructure.

The City Council must adopt a resolution claiming Fiscal Year 2025/2026 Measure C funds and agreeing to spend the funds for local transportation related purposes, to separately account for the funds and to report prior fiscal years funding claims by August 15, 2025.

FISCAL IMPACT:

The City of Kerman will receive a total of \$641,744 in Measure C funds in Fiscal Year 2025/2026, according to the Fresno County Transportation Authority.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 25-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
SUBMITTAL OF LOCAL TRANSPORTATION PURPOSES CERTIFICATION AND
CLAIM FOR FISCAL YEAR 2025/2026 (MEASURE C)**

WHEREAS, the City of Kerman is an eligible claimant of funds for Local Transportation Purposes pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2025/2026 setting the City of Kerman's percentage at 1.67% which shall be the proportionate share of local Transportation Purposes monies to which the City shall be entitled within the Fiscal Year.

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

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

1. The City of Kerman hereby submits its Local Transportation Purposes Certification and Claim for Fiscal Year 2025/2026 attached as **Exhibit 'A'** and incorporated by reference.
2. The City of Kerman hereby requests the release of funds to the City on a monthly payment basis, consistent with the adopted apportionment and proportionate to the receipts.
3. The City Council of the City of Kerman certifies:
 - a. Local Transportation Purposes Funds will not be used to substitute for property tax funds which the City of Kerman had previously used for Local Transportation Purposes; and
 - b. City of Kerman has and will segregate property tax revenues from the City's other general funds revenues used to support Local Transportation so that verification of non-substitution can be proved through audit; and
 - c. City of Kerman shall separately account for Local Transportation Purposes Funds received, pursuant to California Public Utilities Code Section 142257. The City shall maintain records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time; and

- d. City shall complete the prior fiscal years reporting requirements and claims forms no later than August 15, 2025. Reports not filed with the Authority by August 15, 2025 will result in a stoppage of allocations until a completed report is filed for each program and sub-program.
4. The City of Kerman understands that should a financial or compliance audit reveal that the City of Kerman violated any of the requirements set forth in paragraph 3 (a), (b), (c) or (d), the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.
5. The City hereby requests the Authority to allocate all funds that become available from the Local Transportation Purpose Funds to the City for Fiscal Year 2025/2026, as identified in the attached claim forms and indicated below, in accordance with the adopted “Procedures for Administration of Funds for Local Transportation Purposes”:

Category	Amount
Street Maintenance	\$283,838
ADA Compliance	\$9,934
Flexible Funding	\$347,972
Total	\$641,744

6. 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 13th day of August 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Exhibit 'A'

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2025-26**

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Josephina Alvarez, Finance Director

Telephone: (559) 550-0714

FAX: 559-846-6199

Email Address: j.alvarez@cityofkerman.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
☐ Clovis Transit
☐ FCRTA
☐ PTIS/Transit Consolidation
☐ ADA/Seniors/Paratransit
☐ Farmworker Van Pools
☐ Car/Van Pools
☐ New Technology Reserve

Local Transportation Program

- ☒ Street Maintenance
☐ ADA Compliance
☐ Flexible Funding
☐ Pedestrian/Trails Urban
☐ Pedestrian/Trails Rural
☐ Bicycle Facilities
Regional Transportation Program
☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
Environmental Enhancement Program
☐ School Bus Replacement
☐ Transit Oriented Infrastructure for In-Fill
Administrative/Planning Program
☐ Fresno COG

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to

Local Agency Name

California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2025-26 setting 1.67% of \$16,792,597 (or \$283,838) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
(b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
(b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
(c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D

MEASURE C EXTENSION LOCAL TRANSPORTATION PASS THROUGH REVENUES CERTIFICATION AND CLAIM FOR FY2025-26

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Josephina Alvarez, Finance Director

Telephone: (559) 550-0714

FAX: 559-846-6199

Email Address: jalvarez@cityofkerman.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FCRTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☒ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- ☐ Regional Transportation Program
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- ☐ Environmental Enhancement Program
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- ☐ Administrative/Planning Program
- ☐ Fresno COG

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2025-26 setting 1.67% of \$593,732 (or \$9,934) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal
Approved by: Fresno County Transportation Authority Board on: _____
Measure C Extension Strategic Implementation Plan - Appendix D

MEASURE C EXTENSION **LOCAL TRANSPORTATION PASS THROUGH REVENUES** **CERTIFICATION AND CLAIM FOR FY2025-26**

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Josephina Alvarez, Finance Director

Telephone: (559) 550-0714

FAX: 559-846-6199

Email Address: jalvarez@cityofkerman.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
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- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
- ☐ ADA Compliance
- ☒ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Kerman (claimant) is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
 California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2025-26 setting 2.05% of \$16,950,102 (or \$347,972) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures. The Authority shall immediately notify the Fresno County Auditor-Controller/Treasurer-Tax Collector to withhold allocation of funds to claimants until the exceptions are resolved or the outstanding financial or compliance audits are submitted and resolved.

Authorized Signature: _____

Title: _____

Date: _____

 Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Steve Wilkins, Chief of Police

SUBJECT: California for All Animals UC Davis Shelter Services Grant (SW)

RECOMMENDATION: Council by motion adopt resolution accepting grant funds and approving Shelter Services Agreement with Regents of the University of California relating to statewide animal assistance program.

EXECUTIVE SUMMARY:

The City of Kerman continues to address the growing challenge of free-roaming and feral cat populations, which pose risks to public health, animal welfare, and the local ecosystem. In support of the State of California's policy goal that no adoptable or treatable dog or cat should be euthanized, the City is committed to reducing the number of dogs and cats that are euthanized through progressive, humane strategies. Traditional methods such as euthanasia are being replaced with sustainable alternatives like Trap-Neuter-Return (TNR) and Shelter-Neuter-Return (SNR) programs. These initiatives are currently being implemented with support from local volunteers and funding from previous grants. The UC Davis Koret Shelter Medicine Program team of veterinary shelter medicine experts supports this work through a holistic approach to animal shelter assessments—evaluating community capacity, partnerships, local ordinances, and organizational culture, while identifying operational bottlenecks that, if resolved, can rapidly improve efficiency and lifesaving outcomes.

To further these efforts, Kerman Animal Control Services has been awarded a \$40,000 grant from the California for All Animals program, administered by the UC Davis Koret Shelter Medicine Program. These funds will support spay/neuter services, vaccinations, essential supplies, and equipment, while also expanding community-based solutions to reduce pet surrenders, prevent abandonment, and improve access to veterinary care for both owned and impounded animals. The funding will also help create a fee-waiver program for impounded animals when owners agree to spay or neuter their pets upon reclaim, further enhancing the care provided to animals in custody and contributing to the State's goal of reducing euthanasia of adoptable or treatable pets.

As part of the grant conditions, Kerman Animal Control Services will provide historical data from 2020 to 2024, and annual data through 2026 to UC Davis Koret Shelter Medicine Program in support of the California for All Animals program. The department is already collecting historical data for quarterly reports and will not require additional staffing to fulfill these reporting requirements. This grant reinforces the City's commitment to innovative, humane, and effective animal services while advancing California's broader policy goals in animal welfare.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 25- __

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ACCEPTING GRANT FUNDS FROM UC DAVIS AND THE KORET SHELTER MEDICINE PROGRAM AND APPROVING THE SHELTER SERVICES AGREEMENT WITH REGENTS OF THE UNIVERSITY OF CALIFORNIA RELATING TO STATEWIDE ANIMAL ASSISTANCE PROGRAM

WHEREAS, the City of Kerman provides Animal Control Services, which include the responsibility of providing care to impounded animals, and assisting with solutions in the field to avoid the surrender or abandonment of animals within the city limits of Kerman; and

WHEREAS, the City continues to face the growing challenge of managing free-roaming and feral cat populations, which pose risks to public health, animal welfare, and the local ecosystem; and

WHEREAS, the City supports the State of California's policy goal that no adoptable or treatable dog or cat should be euthanized, and is committed to reducing the number of dogs and cats that are euthanized through progressive, humane strategies; and

WHEREAS, the City has implemented Trap-Neuter-Return (TNR) and Shelter-Neuter-Return (SNR) programs in partnership with community volunteers to address these challenges with non-lethal methods; and

WHEREAS, the City of Kerman is eligible, and was awarded funding from California for All Animals UC Davis Grant in the amount of \$40,000.00 to support spay/neuter services, vaccinations, essential supplies, and equipment, while also enabling community-based solutions to reduce pet surrenders, prevent animal abandonment, and improve access to veterinary care for both owned and impounded animals; and

WHEREAS, under the program, the City of Kerman will provide data to the Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program.

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

1. The foregoing recitals are true and correct.
2. The Council authorizes acceptance of the grant and approves the Services Agreement attached hereto as **Exhibit 'A'** and incorporated by reference.
3. The Council authorizes the City Manager, or his representative, to sign the Services Agreement.
4. This resolution is effective upon adoption.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 13th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

UC Davis Agreement # _____

SHELTER SERVICES AGREEMENT
(City of Kerman)

THIS SHELTER SERVICES AGREEMENT (“**Agreement**”) is made and entered into as of the date last signed below by and between THE REGENTS OF THE UNIVERSITY OF CALIFORNIA (“**University**”) on behalf of its Davis Campus School of Veterinary Medicine on behalf of its Koret Shelter Medicine Program (“**Facility**”) and CITY OF Kerman (“**Shelter**”) in connection with the California for All Animals statewide animal shelter assistance program (“**Program**”).

The parties agree as follows:

1. **Shelter Services.** Shelter shall adhere to the scope of work described in “**Exhibit A**”, attached hereto and by this reference made a part hereof (collectively the “**Services**”). University shall reimburse Shelter for costs (“**Expenses**”) pursuant to Section 2 below and as outlined in Exhibit A. “**Deliverables**” shall consist of report(s) and photographs, as applicable, as more fully described in Exhibit A. Additional work shall be performed only if authorized in advance by written amendment to this Agreement executed by both parties. To the extent that any provision of Exhibit A is inconsistent with this Agreement, this Agreement shall take precedence.
2. **Payment by University.** In consideration of Shelter’s Expenses as described in Exhibit A, Facility shall pay Shelter an amount not to exceed \$40,000 upon final signature of this Agreement. Payment questions should be addressed to Nancy Bei at telephone number (530) 754-9183 or at e-mail address nmbei@ucdavis.edu.
3. **Term.** Services shall be rendered from July 15, 2025 through July 14, 2026.
4. **Endorsement Disclaimer.** Nothing in this agreement shall be interpreted to indicate, imply, or otherwise suggest (i) that University supports, endorses, favors, or advances, any product or service offered, connected, or affiliated with Shelter; or (ii) that University endorses, favors, supports, or opposes, any proposal, measure, program of action, campaign, or public appeal that is advocated, promoted, advanced, or opposed by any other person or entity with respect to the subject matter presented by Shelter.
5. **Amendment.** This Agreement may be amended at any time by amendment in writing and signed by the parties, and no other change in any term or condition shall be valid or binding unless made by amendment.
6. **Mutual Indemnification.** The parties agree to defend, indemnify and hold one another harmless from and against any and all liability, loss, expense, attorneys' fees, or claims for injury or damages arising from the performance of this agreement, but only in proportion to and to the extent such liability, loss, expense, attorneys' fees, or claims for injury or damages are caused by or result from the negligent or intentional acts or omissions of the indemnifying party, its officers, agents, students, or employees.

7. **Insurance.** The parties at their own respective costs shall carry sufficient insurance, or programs of self-insurance (general liability, workers' compensation, and auto liability), adequate to cover any claims arising from their respective activities under this Agreement.

8. **Force Majeure.** Neither party shall be liable for damages suffered by the other party because of University's or Shelter's failure to perform if failure is due to any cause beyond that party's control.

9. **Relationship of the Parties.** The parties to this Agreement shall be and remain at all times independent contractors, neither being the employee, agent, or representative of the other in their relationship under this Agreement.

10. **Use of University's Name.** Shelter shall not use the name or mark of University in any form or manner in advertisements, reports, or other information released to the public without the prior written approval of University.

11. **Contract Compliance.** As applicable, if this Agreement is funded wholly or in part with by a grant or contract from an agency of any state or federal government, Shelter shall comply with all terms and conditions applicable to recipients of such funds and their contractors.

12. **Notice.** Any notice, request, or inquiry regarding the provisions of this Agreement, its termination, or similar matters shall be directed to the appropriate party at the following address:

UNIVERSITY (regarding contracts)
 Steven Kobayashi
 Business & Revenue Contracts
 University of California, Davis
 One Shields Ave.
 Davis, CA 95616
 E-mail: stkobayashi@ucdavis.edu

SHELTER (regarding contracts)
 Wil Barcoma
 Lieutenant-Operations Commander
 City of Kerman
 850 S Madera Ave,
 Kerman, CA 93630
 E-mail: wil.barcoma@fcle.org

UNIVERSITY (regarding project)
 Karol Tapias
 School of Veterinary Medicine
 University of California, Davis
 One Shields Ave.
 Davis, CA 95616
 E-mail: ketapias@ucdavis.edu

13. **University's Right to Use Data.** University shall have the unrestricted right to use for its own purposes, including publication, any data or information which may be developed, provided by or arising in connection with the performance of this Agreement.

14. **Governing Law.** This Agreement shall be construed pursuant to California law.

15. **Federal Exclusion Warranty.** Shelter warrants that it is not excluded from participation in any governmental sponsored program, including, without limitation, the Medicare, Medicaid, or Champus programs (<http://exclusions.oig.hhs.gov/search.html>) and the Federal Procurement and Nonprocurement Programs (<https://www.sam.gov/index.html/##11#1>). This agreement shall be subject to immediate termination in the event that Shelter is excluded from participation in any federal healthcare or procurement program.

16. **Audit Requirements.** The Agreement, and any pertinent records involving activities related to the services provided pursuant to the terms and conditions of this Agreement, shall be subject to the examination and audit of the California State Auditor and any other duly authorized agents of the State of California for a period of three (3) years after the date of final payment hereunder. Shelter hereby agrees to make all such records available during normal business hours to inspection, audit and reproduction by University and any duly authorized local, state and/or federal agencies. Any and all examinations and audits conducted hereunder shall be strictly confined to those matters connected with the performance of this Agreement, including, without limitation, the costs associated with the administration of this Agreement.

17. **Termination.** University may terminate this Agreement at any time by giving Shelter thirty (30) calendar days' written notice of such action. If this Agreement is terminated, Shelter shall retain any funds expended or committed for the purposes of this Agreement and will return any unexpended funds.

18. **Entire Agreement.** This Agreement constitutes the entire understanding of the parties respecting the subject matter hereof and supersedes any prior understanding or agreement between them, written or oral, regarding the same subject matter.

AGREED:

CITY OF KERMAN

THE REGENTS OF THE
UNIVERSITY OF CALIFORNIA

By: _____
(authorized signature)

By: _____

Print name: _____

UC Davis

Title: _____

Date: _____

Date: _____

Exhibit A

Scope of Work

1. Purpose of the work: *City of Kerman will receive funding for their TNR program.*
2. Roles and responsibilities of each party: *City of Kerman will provide historical data from 2020 to 2024, and annual data through 2026 to UC Davis Koret Shelter Medicine Program in support of the California for All Animals (CA4AA) program. KSMP will support the shelter to comply with data requirements. No University equipment will be used.*
3. Dates and times will the work be completed: *Work will be completed during the contract period of July 15, 2025 through July 14, 2026.*
4. Location where work will be performed: *850 S Madera Ave, Kerman, CA 93630*
5. Required deliverables: *One final report will be required upon completion of the program. Additional touch points during the grant will be discussed with project officer.*
6. Project milestones: *Program pilot to be completed by July 14, 2026.*
7. Total cost of the services: *Total of services not to exceed \$40,000. No construction costs will be funded through this grant.*

Items

<i>TNR Program</i>	<i>\$40,000</i>
--------------------	-----------------

Total expenses: \$40,000

8. Payment schedule: *Payment will be upon execution of the agreement.*
9. Anticipated additional work: *Additional work is not anticipated at this time.*



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Amendment to Agreement with Muniservices, LLC (JA)

RECOMMENDATION: Council by motion adopt resolution approving Amendment No. 3 to Consultant Services Agreement with Muniservices, LLC and authorize the City Manager to sign.

EXECUTIVE SUMMARY:

The City of Kerman (the City) signed an agreement with Muniservices, LLC in 1996, for consultant services for sales tax information and audit services (STARS). On January 2, 2019, the City entered Amendment No. 1 which included Measure M Sales Tax.

On September 27, 2023, Council approved a resolution approving Amendment No. 2 to the agreement which modified the annual price to \$2,100 or \$525 per quarter. The amendment also extended the term of the agreement through October 1, 2024 and the agreement would expire unless extended by both parties via a written agreement.

The City and Muniservices, LLC would like to extend the agreement for an additional three years through October 1, 2027 and add price adjustment language. The amended Section 5 will read as follows:

Consultant shall provide the Sales Tax Analysis and Reporting Service for Five Hundred Fifty-One Dollars and Twenty-Five Cents (\$551.25) per quarter or for Two-Thousand Two Hundred and Five Dollars (\$2,205.00) for the full year.

All other terms of the agreement remain the same.

FISCAL IMPACT:

Increase of \$105 to Professional Services.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION NO. 25-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING AMENDMENT NO. 3 TO CONSULTANT SERVICES AGREEMENT BETWEEN CITY OF KERMAN AND MUNISERVICES, LLC

WHEREAS, the City of Kerman (the “City”) and Muniservices, LLC entered into a Consultant Services Agreement (“Agreement”) on October 2, 1996, to perform, among other things, Sales and Use Tax Audit Services; and

WHEREAS, on January 16, 2019, the City and Muniservices, LLC approved Amendment No. 1 to the Agreement which included Measure M Sales Tax; and

WHEREAS, on September 27, 2023, the City and Muniservices, LLC approved Amendment No. 2 to the Agreement which modified the annual price to \$2,100; and

WHEREAS, the parties wish to make further amendments to the Agreement.

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

1. The foregoing recitals are true and correct and are incorporated by reference.
2. The City Council approves Amendment No. 3 to Consultant Services Agreement with Muniservices, LLC as set forth in **Exhibit ‘A’** which is incorporated by reference.
3. The City Manager is authorized to sign Amendment No. 3.
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 13th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Exhibit 'A'

**CONSULTANT SERVICES AGREEMENT
AMENDMENT NO. 3**

This Amendment to Consultant Services Agreement ("Amendment No. 3") is made by and between **Muniservices, LLC**, a Delaware limited liability company ("CONSULTANT"), and the **City of Kerman**, a municipal corporation ("CITY") collectively the Parties.

RECITALS

WHEREAS on or about October 1, 1996, CONSULTANT and CITY entered into a Consultant Services Agreement ("Agreement") for Sales Tax Information & Audit Services (STARS); and

WHEREAS, the Parties entered Amendment No. 1 to Agreement on January 2, 2019; and

WHEREAS, an amendment and Novation Agreement substituting the Assigning Party (Avenu Insights & Analytics LLC) for the Assuming Party (MuniServices LLC) was entered effective June 23, 2021; and

WHEREAS, the Parties entered Amendment No. 2 to Agreement on October 2, 2023 which expired on October 1, 2024; and

WHEREAS, the Parties now desire to extend the term of the Agreement for an additional three-year period through October 1, 2027; and

WHEREAS, Exhibit C, Section 5, Compensation, of the Agreement currently does not include annual Price Adjustment language to reflect the increased costs of goods and services; and

WHEREAS, the Parties now seek to amend the Terms and Conditions of the Agreement to add Price Adjustment language.

AGREEMENT

NOW, THEREFORE, CONSULTANT and CITY (each individually a "party" and collectively, the "parties") agree as follows:

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

SECTION 2. This Amendment No. 3 is effective on October 2, 2024 ("Amendment Effective Date").

SECTION 3. The Term of the Agreement is renewed for an additional three (3) years through October 1, 2027, and the Agreement will expire on that date unless extended by the parties by mutual written agreement.

SECTION 4. Exhibit C, Section 5, Compensation of the Agreement is amended to read as follows:

Consultant shall provide the Sales Tax Analysis and Reporting Service for Five Hundred Fifty-One Dollars and Twenty-Five Cents (\$551.25) per quarter or for Two-Thousand Two Hundred and Five Dollars (\$2,205.00) for the full year.

SECTION 5. All other terms and conditions of the Agreement, except as modified by this Amendment No. 3, shall remain in full force and effect.

CONSULTANT

MuniServices, LLC, a Delaware limited liability company

By: _____

Date: _____

CITY

CITY OF KERMAN,
a municipal corporation

By: _____
John Jansons, City Manager

Date: _____

ATTEST:

Josie Camacho, City Clerk

APPROVED AS TO FORM:

MONTOY LAW CORPORATION

By: _____
Hilda Cantu Montoy, City Attorney

Date: _____



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority (JA)

RECOMMENDATION: Council by motion adopt resolution approving amendment to Joint Powers Agreement of the Central San Joaquin Valley Risk Management Authority.

EXECUTIVE SUMMARY:

On July 1, 1994, the City of Kerman entered into a Joint Powers Agreement (JPA) with the Central San Joaquin Valley Risk Management Authority (CSJVRMA).

CSJVRMA notified the City that they are in the process of updating its Governing Documents and the JPA is the first document that needs to be updated. The Executive Committee now requires approval by the member cities' City Councils.

The agreement has updated the following:

- Definitional terms have been defined more clearly.
- Language has been broadened to give leeway in the event the CSJVRMA wants to consider creating or participating in a captive agency.
- An addition was made pursuant to Government Code Section 6509 that was not part of the law in 1994 when CSJVRMA last amended the Agreement. The change requires JPAs to designate a member whose restrictions would apply to the operations of the JPA.

CSJVRMA provided a redline version of the JPA to identify the changes.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION NO. 25-__

RESOLUTION OF THE CITY OF KERMAN APPROVING AMENDMENT TO JOINT POWERS AGREEMENT OF THE CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

WHEREAS, the Central San Joaquin Valley Risk Management Authority (CSJVRMA) is a California Joint Powers Authority created and operated pursuant to California Government Code 6500 et. seq. for the purpose of pooling funds to provide coverage for indemnification and defense and to purchase excess insurance for certain civil claims involving general liability, workers’ compensation, and property damage;

WHEREAS, the City of Kerman is authorized pursuant to California Government Code 990.8 to enter into a Joint Powers Agreement for the purposes described above;

WHEREAS, the City of Kerman is a member of the CSJVRMA;

WHEREAS, the Joint Powers Agreement which was created establishing the CSJVRMA allows for amendment of the agreement upon approval by the City Council of two thirds of the members of the CSJVRMA; and

WHEREAS, the CSJVRMA desires to amend the Joint Powers Agreement as set forth in the Agreement dated July 1, 1994, and as amended July 1, 2025, a copy of which is attached hereto and incorporated herein.

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

IT IS HEREBY RESOLVED that the City Council of the City of Kerman approves the Central San Joaquin Valley Risk Management Authority Joint Powers Agreement, dated July 1, 1994, as amended and restated on July 1, 2025, and in the form as attached hereto, and it is FURTHER RESOLVED that the City Manager is authorized and directed to execute such agreement.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 13th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

CENTRAL SAN JOAQUIN VALLEY RISK MANAGEMENT AUTHORITY

JOINT POWERS AGREEMENT

AS AMENDED AND RESTATED

EFFECTIVE JULY 1, 2025

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AMENDED AND RESTATED JOINT EXERCISE OF POWERS AGREEMENT
FOR INSURANCE AND RISK MANAGEMENT PURPOSES

THIS AMENDED AND RESTATED **AGREEMENT**, dated for convenience this 1st day of July 2025, made and entered into by, between, and among those **Member Cities** which become parties to this **Agreement** by action of their governing boards adopting a resolution agreeing to participate in the joint powers entity created by the terms and conditions of this **Agreement**;

RECITALS:

WHEREAS, California Government Code Section 6500, et. seq. provides that two or more public agencies may, by agreement, exercise any power common to the contracting parties; and

WHEREAS, California Government Code Sections 990 and 990.4 provide that a local entity may self-insure, purchase **insurance** through an authorized insurer, purchase **insurance** through a surplus line **broker**, or any combination thereof; and

WHEREAS, California Government Code Section 990.8 provides that two or more local public entities, by a joint powers agreement, may provide **insurance** for any authorized purpose by any one or more of the methods specified in Section 990.4; and

WHEREAS, Article XVI, Section 6, of the California Constitution provides that **insurance** pooling arrangements under joint exercise of powers agreements shall not be considered the giving or lending of credit as prohibited therein; and

WHEREAS, each of the cities which are parties to this **Agreement** desires to join together with other cities in order to collectively self-insure or pool their losses and to jointly purchase **insurance** and administrative services in connection with **Joint Protection Programs** for said cities; and

WHEREAS, the Tulare-Kings Municipal Risk Management Authority, a public entity, was created by an initial **Agreement** dated April 1, 1979, among various cities within the Counties of Tulare and Kings; and

WHEREAS, the name of the organization was changed to the Central San Joaquin Valley Risk Management Authority on July 1, 1981; and

WHEREAS, the initial **Agreement** was amended on January 1, 1985, and July 1, 1994, by a two-thirds vote of the **Member Cities'** city councils; and

WHEREAS, said **Member Cities** have determined that it is again appropriate and in the public interest to make certain technical corrections and additions to this **Agreement** which will provide clarification and will permit the governing body to meet a minimum of two times a year to conduct that business which only the governing body may act upon; and

WHEREAS, it is therefore necessary to amend said Joint Powers Agreement; and

WHEREAS, said **Agreement** provides that amendments to the **Agreement** may be made by a vote of two-thirds (2/3rds) of the **Member Cities** by resolution of the City Councils of said Cities:

NOW, THEREFORE, for and in consideration of the execution of this **Agreement** by two-thirds (2/3rds) of the **Member Cities**, each of the **Member Cities** which are parties hereto does hereby adopt this amended and restated **Agreement**, dated July 1, 2025, which concurrently supersedes that certain **Agreement** creating the **Authority**, dated April 1, 1979, and all amendments thereto.

ARTICLE I
DEFINITIONS

The following words, when typed in bold print within the provisions of this **Agreement**, shall have the following definitions:

"**Administrator**" shall mean that person or group appointed by the **Executive Committee** and given responsibility for the management, administration, and operation of the **Authority**.

"**Agreement**" shall mean the Joint Powers Agreement creating the Central San Joaquin Valley Risk Management Authority.

"**Authority**" shall mean the Central San Joaquin Valley Risk Management Authority, aka the RMA.

"**Board of Directors**" or "**Board**" shall mean the governing body of the **Authority**.

"**Broker**" shall mean the **insurance broker** hired by the **Executive Committee** to acquire **insurance** coverage.

"**Claims**" shall mean demands made against the **Authority** arising out of occurrences which are claimed to be within one of the **Authority's Joint Protection Programs** as developed by the **Board**.

"**Deposit Premium**" shall mean the annual dollar amount determined by the Board of Directors payable by each **Member City** for the purpose of **self-insurance** coverage, excess **insurance premiums**, and administrative costs, charged for the purpose of carrying out the powers of the **Authority**.

"**Executive Committee**" shall mean the elected officers and the representatives appointed by each region to represent that region.

"Fiscal Year" shall mean the period July 1 to June 30 of each year.

"Insurance" shall mean any commercial insurance coverage.

"Insurance Premium" shall mean those funds charged for the payment of group purchased insurance.

"Joint Protection Programs" shall mean any program to provide risk sharing or insurance coverage under this **Agreement** and shall include a determination as to the amount of initial **Insurance Premiums** and/or **Deposit Premiums**, a precise allocation plan and formula, and a determination of the amount and type, if any, of excess insurance to be purchased. Included within the term **Joint Protection Program** is the identification of exposures to accidental loss, the reduction or limitation of losses to **Member City** properties and from injuries to persons or property caused by the operations of **Member Cities** and the funding of those risks, together with any other functions appropriate or necessary to the functioning of the **Joint Protection Program**.

"Master Plan Document" shall mean the document, formally adopted by the **Executive Committee**, setting forth the operations, policies, and provisions of a self-insured or pooled coverage program, which shall include, but not be limited to, the following:

1. The scope of the program;
2. The procedures to be followed;
3. Who may participate;
4. Any limits or restrictions;
5. How **Deposit Premiums** are determined;
6. How refunds, if any, are determined;
7. Commitments required by participants; and
8. How the document may be amended.

"Member City" shall mean a city which is an incorporated municipality organized with a council, City Manager/Administrator form of government, which has been approved for participation in the **Authority** by the **Executive Committee** in accordance with applicable provisions of the **Agreement** and the Bylaws and has signed the **Agreement**.

"Operating Fund" shall mean the fund established by the **Authority** for the purpose of paying just demands submitted to the **Authority**.

"Representative" shall mean the person, **designated** in writing by the **Member City** to represent and act for and on behalf of the **Member City** regarding any matter before the **Authority's Board** or **Executive Committee**. The **Representative** must be either: (a) the City Manager/Administrator or (b) a person designated by the City Manager/Administrator who holds a management/organizational position with the **Member City** and whose responsibilities include all or part of the **Member City's** risk management functions (i.e., finance, human resources, claims/losses, insurance, and safety/risk control).

"Self-Insurance" shall mean the process whereby the **Authority** maintains sufficient reserves to pay all **claims** and associated expenses of a risk exposure without purchasing **insurance** to cover the risk or a portion of the risk.

ARTICLE II
PURPOSES

The purpose of this **Agreement** is to provide joint powers common to each **Member City** for **insurance** purposes; to pool self-insured **claims** and losses, to purchase or participate in excess pooling or excess **insurance** coverage, and to provide related administrative services including risk management, consulting, actuarial services, claims adjusting and legal defense services; to implement risk management principles; and to provide for the future inclusion of additional incorporated municipalities desiring to become parties to the **Agreement**.

ARTICLE III
CREATION OF JOINT POWERS AUTHORITY

Pursuant to Section 6500, et. seq. of the California Government Code, the **Authority** is a public entity separate and apart from the parties to this **Agreement**. Pursuant to Government Code Section 6508.1, the debts, liabilities, and obligations of this joint powers authority shall not constitute debts, liabilities, or obligations of any party to this **Agreement**.

It is the express understanding of all parties that the **Authority** created originally on or about April 1, 1979, is the same **Authority** continued under this **Agreement**, even though some powers and procedures may be changed by this **Agreement**.

The **Authority**, its **Board**, officers, membership, and staff shall be governed by this **Agreement**, the Bylaws, **Master Plan Documents**, Memoranda of Coverage, and other documents duly adopted by the **Authority**.

ARTICLE IV
PARTIES TO **AGREEMENT**

Each city which has applied to and been accepted as a member of the **Authority** is a party to the Joint Exercise of Powers Agreement. Each party to the **Agreement** shall be bound by this **Agreement** when two-thirds (2/3rds) of the city councils of the **Member Cities** have adopted this amended and restated **Agreement**. A party to this **Agreement** certifies that it intends to and does contract with the **Authority** and with all other **Member Cities** which have signed this **Agreement** and, in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**. Each city which has or may hereafter sign this **Agreement** also certifies that the deletion of any city from the **Authority** by voluntary withdrawal, involuntary termination, or otherwise, shall not affect this **Agreement** nor each **Member City's** intent to contract as described above with the then remaining **Member Cities**.

Each city which is a member of the **Authority** at the time this amended and restated **Agreement** is adopted by two-thirds (2/3rds) of the **Member Cities**, certifies that it intends to and does hereby contract with the **Authority** and with all other current **Member Cities**, and in addition, with each city which may hereafter be added as a party to and may sign this **Agreement**.

ARTICLE V
MEMBERSHIP

A. ELIGIBILITY

To be a member of this **Authority**, a city must be an incorporated municipality which is characterized by having professional management as typified by a bona fide Council Manager/Administrator form of government and must be approved for participation in the **Authority** in the manner provided by the Bylaws.

B. NEW MEMBERS

Eligible incorporated municipalities may become a party to this **Agreement** pursuant to the Bylaws of the **Authority**.

ARTICLE VI
TERM OF **AGREEMENT**

This **Agreement**, as amended and restated, shall become effective when approved by two thirds (2/3rds) of the respective City Councils of the **Member Cities**. When effective, this **Agreement**, as may be amended from time to time, shall continue thereafter until terminated as herein provided. This **Agreement** shall become effective as to any new **Member City** in accordance with the Bylaws and **Master Plan Documents** of the **Authority**.

ARTICLE VII
POWERS OF THE **AUTHORITY**

Pursuant to and to the extent required by Government Code section 6509, the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Ripon is restricted in the exercise of its powers. In the event the City of Ripon shall cease to be a Member of the **Authority**, then the **Authority** shall be restricted in the exercise of its powers in the same manner as the City of Madera.

The **Authority** is hereby authorized to do all acts necessary or appropriate for the exercise of said powers, including, but not limited to any or all of the following:

1. Make and enter into contracts;

- 2. Incur debts, liabilities, and obligations, but no debt, liability, or obligation of the **Authority** is a debt, liability, or obligation of a **Member City** except as otherwise provided;
- 3. Assess **Member Cities** as deemed appropriate by the **Executive Committee**;
- 4. Acquire, hold, or dispose of real and personal property;
- 5. Receive contributions and donations of property, funds, services, and other forms of assistance from any source;
- 6. Sue and be sued in its own name;
- 7. Employ agents and employees;
- 8. Acquire, construct, manage, and maintain buildings;
- 9. Lease real or personal property, including property of a **Member City**; and
- 10. To exercise all powers necessary and proper to carry out the terms and provisions of this **Agreement** or otherwise authorized by law.

This **Agreement** shall be construed and interpreted in accordance with the laws of the State of California.

ARTICLE VIII
BOARD OF DIRECTORS

A. STRUCTURE

The **Authority** shall be governed by a **Board** composed of one **Representative** from each **Member City**, each serving in an individual capacity as a member of the **Board**. Each **Member City** shall appoint one **Representative**. Appointments shall be limited to the City Manager/Administrator of each **Member City** or his/her authorized delegate. Each **Member City** shall also appoint one alternate **Representative**. The alternate **Representative** may attend and may participate in any meeting of the **Board**. When the regular **Representative** for whom he/she is an alternate is absent from the meeting, the alternate **Representative** may vote. Each **Representative** serves at the pleasure of the **Member City** being represented. Each **Representative** has one vote as the member of the **Board**. **Representatives** are not entitled to compensation. However, the **Executive Committee** may authorize reimbursement for expense incurred by a **Representative** in connection with his/her duties for the **Authority**.

B. MEETINGS OF THE **BOARD**

The **Board** shall hold at least two meetings each year. The **Executive Committee** shall determine the date upon which and the hour and place at which each regular meeting is to be held.

The President may call for a special meeting of the **Board** in compliance with open meeting laws in the State of California or a majority of the **Representatives** may call for a special

meeting by filing a written request with the Secretary. The President must then set a date, time, and place for the meeting to be held within 30 days and must make provision for notice of the special meeting being given.

Each meeting of the **Board**, and each meeting of the **Executive Committee**, including, without limitation, regular, adjourned regular, and special meetings, shall be called, noticed, held, and conducted in accordance with the Ralph M. Brown Act (Section 54950 et. seq. of the Government Code).

The **Authority** shall have minutes of regular and special meetings kept. As soon as possible after each meeting, copies of the minutes shall be forwarded to each **Member City**.

A majority of the members of the **Board** is a quorum for the transaction of business. However, less than a quorum may adjourn from time to time. A vote of the majority of a quorum at a meeting is sufficient to take action, unless otherwise specified.

C. **POWERS OF THE BOARD OF DIRECTORS**

The **Board** shall provide policy direction for the **Executive Committee**, the officers, and the **Administrator**. The **Board** may delegate any and all of its authority to the **Executive Committee** except the following:

- 1. Amendments to the Bylaws, which requires at least a two-thirds (2/3rds) vote of the **Board**;
- 2. Creation of any new **Joint Protection Program**;
- 3. Termination of any **Joint Protection Program**;
- 4. Expulsion of a **Member City**;
- 5. Adoption of an operating budget for the **Authority**;
- 6. Amendments to the **Authority's** Conflict of Interest Code; and
- 7. Authorization for the issuance, modification, or defeasance of bonds.

ARTICLE IX
BYLAWS AND REGULATIONS

The **Board** shall adopt Bylaws and general regulations not inconsistent with State law and this **Agreement**.

ARTICLE X
EXECUTIVE COMMITTEE

The **Board** shall establish an **Executive Committee** and delegate functions not otherwise reserved to the entire **Board**. The **Executive Committee** shall be appointed, have the powers, and hold meetings as set forth in the Bylaws.

ARTICLE XI
OFFICERS

The officers of the **Authority** shall consist of an elected President, First Vice President, and Second Vice President, and an appointed **Administrator**, Secretary, and Treasurer. Other offices may be created by the Bylaws, **Master Plan Documents**, or the **Administrator**, subject to the approval of the **Board** or the **Executive Committee**, as applicable. All offices shall be filled and have the powers and responsibilities as prescribed in the Bylaws or **Master Plan Documents**.

The functions of auditor/controller of the **Authority** shall be performed by the **Authority's** officers or employees. The Treasurer and auditor/controller have the powers, duties, and responsibilities specified in Government Code Section 6505.6. The **Authority** shall purchase a bond which includes coverage for the duties performed by the Treasurer and the auditor/controller.

ARTICLE XII
JOINT PROTECTION PROGRAMS

- A. The **Executive Committee** may at any time, and from time to time, offer to the **Board** for adoption such **Joint Protection Programs** as may be deemed desirable. All **Member Cities** shall participate in those mandatory **Joint Protection Programs** as set forth in the Bylaws. All other **Joint Protection Programs** shall be optional. The **Board** shall establish the amount of **Deposit Premium**, determine the amount of loss reserve contribution, provide for the handling of **claims**, and otherwise establish the policies and procedures necessary to provide a particular **Joint Protection Program** for **Member Cities**.
- B. Each **Joint Protection Program** shall remain separate and distinct from every other **Joint Protection Program** and the liability and obligations of each program, and its participating **Member Cities** shall not be a liability or obligation of another program or participating Member City of another program. A **Member City's** participation in one program shall not obligate it or its funds on deposit with the **Authority**, to the debts, obligations, or liabilities of any other program. Separate accounting shall be maintained for each **Joint Protection Program**.

ARTICLE XIII
RESERVE FUNDS

The **Authority** may establish a fund for the purpose of paying the losses and establishing a reserve to cover the retained portion of losses that may be insured against by the **Authority** or the **Member Cities**. The funds shall be invested in compliance with the **Authority's** Investment Policy and relevant state laws.

Refunds shall be made in accordance with the **Master Plan Document** for each program.

ARTICLE XIV
OPERATING FUND

The **Authority** shall establish an **Operating Fund**. The **Operating Fund** is for the purpose of paying **insurance premiums, broker's fees**, adjusting fees, consultant and legal fees, and such other items as are appropriate. Just demands for payment shall be made by warrants in compliance with the adopted budget. The warrants shall be paid as directed by the **Executive Committee**. The **Board** may establish such other funds as it considers appropriate which shall be maintained and invested in the same manner as the **Operating Fund**.

ARTICLE XV
BUDGET

The **Board** shall adopt a budget annually.

ARTICLE XVI
FUNDING AND PROCEDURES FOR CALCULATING
ANNUAL CONTRIBUTIONS

The provisions for funding and calculating annual contributions shall be as set forth in the Bylaws and the **Master Plan Documents** for each program.

ARTICLE XVII
RESPONSIBILITIES OF **AUTHORITY**

The **Authority** may perform or have performed the following functions in discharging its responsibilities under this **Agreement**:

1. Assist **Member Cities** in developing their risk management programs;
2. Participate in risk management advisory committees formed by **Member Cities**;
3. Provide loss prevention, safety, and security services;
4. Provide all program services as required by program **Master Plan Documents**;
5. Provide loss analysis control by use of statistical analysis, data processing, and record and file keeping services. The purpose of this information is to identify high exposure operations and to evaluate proper levels of self-retention and deductibles;
6. Conduct risk management audits to review the participation of each **Member City** in the program; and
7. Perform other functions as required by the **Board** for the purpose of accomplishing the goals of this **Agreement**.

ARTICLE XVIII RESPONSIBILITIES OF **MEMBER CITIES**

The **Member Cities** have the following responsibilities:

1. Pay all financial obligations to the **Authority** within the time prescribed;
2. Appoint an individual to be responsible for coordinating the risk management activities of his/her **Member City** with the **Authority**;
3. Conduct its operations in a manner which enhances safety and loss control consistent with recommendations by **Authority** staff;
4. Carry out the duties and responsibilities as assigned or mandated by the **Board of Directors** and/or the **Executive Committee** which may include, but are not limited to, adherence to and/or adoption of policies and procedures, support of initiatives deemed necessary for the proper functioning of the **Authority**, and timely execution of tasks deemed necessary for the operation and governance of the **Authority**;
5. Report to the risk manager during the development stages the addition of new programs or the significant reduction or expansion of existing programs;
6. Permit and assist the **Authority** in conducting on-site safety and loss control inspections and/or safety or risk management audits as required by the **Board**;
7. Submit underwriting information requested by the **Authority** on a timely basis;
8. Provide accurate statistical data concerning the **Member City** to the **Authority** when requested;
9. Cooperate fully with the **Authority** in determining the cause of losses and in the settlement of losses;
10. Cooperate to the fullest extent with the **Authority's** Litigation Manager on matters of **claims** and the conduct of defense of **claims**; and
11. Comply with risk management requirements established under the authority of this **Agreement**.

ARTICLE XIX WITHDRAWAL

Any **Member City**, at their sole discretion, may voluntarily withdraw from membership in the **Authority** only at the end of any **fiscal year** by notifying the **Authority** in writing six (6) months prior to the end of any **fiscal year**, or at any other time which is agreed to by the **Board**, unless otherwise prohibited in the **Master Plan Document** of any program. A notice of withdrawal shall be final and irreversible upon its receipt by the **Authority** unless the **Board** authorizes it to be rescinded by the **Member City**.

ARTICLE XX
INVOLUNTARY TERMINATION

A **Member City** may be removed from this **Agreement** by a two-thirds (2/3rds) vote of the **Board** for non-compliance with any provision of the governing documents. Such involuntary termination shall proceed in accordance with the provisions set forth in the Bylaws.

ARTICLE XXI
CONTINUED LIABILITY

Upon any withdrawal or involuntary termination of a **Member City**, the said **Member City** shall continue to be responsible for any unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, and **claims** and for any debts and assessments in accordance with the provisions of this **Agreement**, the Bylaws, Resolutions, and the **Master Plan Documents of Joint Protection Programs** in which the **Member City** has participated.

ARTICLE XXII
REFUNDS UPON WITHDRAWAL OR INVOLUNTARY TERMINATION

In the event a **Member City** withdraws from the **Authority** or its membership is involuntarily terminated, said **Member City** shall thereafter be entitled to receive its unobligated share of monies held by the **Authority**, less any and all amounts owed the **Authority** whether contingent or not, by the said withdrawing or terminated **Member City**. The remainder of any funds held by the **Authority** for the withdrawing or terminating **Member City** subject to any retention amount as provided below, shall be the unobligated share and shall be refunded to the **Member City** and shall be accepted in full settlement and satisfaction against any **claims** the **Member City** may have against the **Authority**. The **Authority** shall require that sufficient funds are retained on deposit with the **Authority** to completely pay any and all unpaid **insurance premiums, deposit premiums**, surcharges, administration costs, or **claims**, including any amounts for unreported **claims** and maturity of **claims** against said withdrawing or terminating **Member City**, and the amount to be retained on deposit shall be determined by the **Authority**. Any and all rights, entitlements, benefits, and obligations after withdrawal or termination shall be subject to ongoing obligations and responsibilities agreed to by a **Member City** by agreeing to participate in any pooled **Joint Protection Programs**.

ARTICLE XXIII
TERMINATION OF **AUTHORITY**

The **Authority** may be terminated at any time if two-thirds (2/3rds) of the respective city councils of the then-**Member Cities** adopt a resolution requesting termination of the **Authority**; provided, however, that this Joint Powers Agreement and the **Authority** shall continue to exist for the purpose of disposing of all **claims**, concluding any pending litigations, for the liquidation and distribution of assets, and for all other functions necessary to conclude the affairs of the **Authority**.

The **Board** shall take whatever action is necessary or appropriate to cause these ongoing responsibilities to be discharged and to effectively close out the affairs of the **Authority**. Upon completion of the liquidation and dissolution of the **Authority**, the **Authority** shall pay to each city which was a member of the **Authority** at the time of termination its pro rata share based on a city's contribution to the **Authority**, as determined by an independent Certified Public Accountant which has audited the financial records of the **Authority**, of the remaining assets of the **Authority** and shall pay to each **Member City** all monies held by the **Authority** in the reserve funds of that **Member City**.

ARTICLE XXIV
AUDIT

The **Authority** shall obtain an annual certified audit of its accounts and financial records which shall be made by a Certified Public Accountant and shall conform to generally accepted auditing standards.

ARTICLE XXV
ARBITRATION

Any controversy between the parties hereto arising out of this **Agreement** shall be submitted to arbitration, and such arbitration shall comply with and be governed by the provisions of the California Arbitration Act, Sections 1280 through 1294.2 of the California Code of Civil Procedure.

ARTICLE XXVI
BINDING EFFECT OF BYLAWS, **MASTER PLAN DOCUMENTS**,
AND MEMORANDA OF COVERAGE

Each party to this **Agreement** by the execution hereof agrees to be bound by and to comply with all of the terms and conditions of this **Agreement**, the Bylaws, the **Master Plan Documents**, Memoranda of Coverage, and any resolution adopted by the **Authority**, the **Board of Directors**, or the **Executive Committee** as they now exist or may hereafter be adopted or amended.

ARTICLE XXVII
ENFORCEMENT

The **Authority** is hereby granted authority to enforce this **Agreement**. In the event action is instituted by the **Authority** to enforce any term of this **Agreement**, the Bylaws, or the **Master Plan Document** of any program against any **Member City**, the prevailing party shall be entitled to reasonable attorney fees and costs incurred because of said action, in addition to other appropriate relief.

ARTICLE XXVIII
AMENDMENTS

This **Agreement** may be amended by written resolution approved and signed by two-thirds (2/3rds) of the respective city councils of the **Member Cities** that are parties to this **Agreement**. Upon signature of any amendment by two-thirds (2/3rds) of the **Member Cities**, any **Member City** failing or refusing to abide by such amendment may be involuntarily terminated as a party to this **Agreement** as provided herein.

ARTICLE XXIX
NOTICES

Notices under this **Agreement** shall be sufficient if delivered to the office of the Clerk or Secretary of the respective jurisdictions.

ARTICLE XXX
COUNTERPARTS

This **Agreement** may be executed in one or more counterparts and shall be as fully effective as though executed in one document.

Dated: _____
MEMBER CITY

BY: _____



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Josie Camacho, City Clerk

SUBJECT: City Council Designate Mayor Pacheco and Councilmember Herrera as Voting Delegates and Alternate at the California League of Cities Annual Conference and Expo (Cal Cities) on behalf of the City of Kerman (JC)

RECOMMENDATION: Council by motion approve the designation of Mayor Pacheco as a voting delegate and Councilmember Herrera as alternate on behalf of the City at the California League of Cities Annual Conference and Expo in Long Beach.

EXECUTIVE SUMMARY:

The Annual Cal Cities Conference and Expo is scheduled for October 8-10, 2025 in Long Beach.

It is in the best interest of the City to have Councilmembers participate in Cal Cities classes, trainings and conferences, and networking to aid the City.

Mayor Pacheco and Councilmember Herrera have both been registered to attend the conference on behalf of the City. The approximate cost to register and travel expense is approximately \$2,500 per person.

Among those Councilmembers in attendance, one needs to be identified as the City Voting Delegate for the purpose of voting on Cal Cities position Resolutions or By Law Changes being proposed. **Attachment 'A'** to this report details the Voting Delegate's role and responsibilities.

FISCAL IMPACT:

The estimated cost per person is approximately \$2,500 to attend the event.

ATTACHMENTS:

A. Delegate Packet

Council Action Advised by September 24, 2025**DATE: Wednesday, July 16, 2025****TO: Mayors, Council Members, City Clerks, and City Managers****RE: DESIGNATION OF VOTING DELEGATES AND ALTERNATES
League of California Cities Annual Conference and Expo, Oct. 8-10, 2025
Long Beach Convention Center**

Every year, the League of California Cities convenes a member-driven General Assembly at the [Cal Cities Annual Conference and Expo](#). The General Assembly is an important opportunity where city officials can directly participate in the development of Cal Cities policy.

Taking place on Oct. 10, the General Assembly is comprised of voting delegates appointed by each member city; every city has one voting delegate. Your appointed voting delegate plays an important role during the General Assembly by representing your city and voting on resolutions.

To cast a vote during the General Assembly, your city must designate a voting delegate and up to two alternate voting delegates, one of whom may vote if the designated voting delegate is unable to serve in that capacity. Voting delegates may either be an elected or appointed official.

Action by Council Required. Consistent with Cal Cities bylaws, a city's voting delegate and up to two alternates must be designated by the city council. Please note that designating the voting delegate and alternates **must** be done by city council action and cannot be accomplished by individual action of the mayor or city manager alone.

Following council action, please submit your city's delegates through [the online submission portal](#) by Wed., Sept. 24. When completing the Voting Delegate submission form, you will be asked to attest that council action was taken. You will need to be signed in to your My Cal Cities account when submitting the form.

Submitting your voting delegate form by the deadline will allow us time to establish voting delegate/alternate records prior to the conference and provide pre-conference communications with voting delegates.

Conference Registration Required. The voting delegate and alternates must be registered to attend the conference. They need not register for the entire conference; they may register for Friday only. Conference registration is open on the [Cal Cities](#) website.

For a city to cast a vote, one voter must be present at the General Assembly and in possession of the voting delegate card and voting tool. Voting delegates and alternates need to pick up their conference badges before signing in and picking up the voting delegate card at the voting delegate desk. This will enable them to receive the special sticker on their name badges that will admit the voting delegate into the voting area during the General Assembly.

Please view Cal Cities' [event and meeting policy](#) in advance of the conference.

Transferring Voting Card to Non-Designated Individuals Not Allowed. The voting delegate card may be transferred freely between the voting delegate and alternates, but *only* between the voting delegate and alternates. If the voting delegate and alternates find themselves unable to attend the General Assembly, they may *not* transfer the voting card to another city official.

Seating Protocol during General Assembly. At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.

The voting delegate desk, located in the conference registration area of the Long Beach Convention Center in Long Beach, will be open at the following times: Wednesday, Oct. 16, 8:00 a.m.-6:00 p.m. and Thursday, Oct. 17, 7:30 a.m.-4:00 p.m. On Friday, Oct. 18, the voting delegate desk will be open at the General Assembly, starting at 7:30 a.m., but will be closed during roll calls and voting.

The voting procedures that will be used at the conference are attached to this memo. Please share these procedures and this memo with your council and especially with the individuals that your council designates as your city's voting delegate and alternates.

Once again, thank you for submitting your voting delegate and alternates by Wednesday, Sept. 24. If you have questions, please contact Zach Seals at zseals@calcities.org.

Attachments:

- General Assembly Voting Guidelines
- Information Sheet: Cal Cities Resolutions and the General Assembly

General Assembly Voting Guidelines

1. **One City One Vote.** Each member city has a right to cast one vote on matters pertaining to Cal Cities policy.
2. **Designating a City Voting Representative.** Prior to the Cal Cities Annual Conference and Expo, each city council may designate a voting delegate and up to two alternates; these individuals are identified on the voting delegate form provided to the Cal Cities Credentials Committee.
3. **Registering with the Credentials Committee.** The voting delegate, or alternates, may pick up the city's voting card at the voting delegate desk in the conference registration area. Voting delegates and alternates must sign in at the voting delegate desk. Here they will receive a special sticker on their name badge and thus be admitted to the voting area at the General Assembly.
4. **Signing Initiated Resolution Petitions.** Only those individuals who are voting delegates (or alternates), and who have picked up their city's voting card by providing a signature to the credentials committee at the voting delegate desk, may sign petitions to initiate a resolution.
5. **Voting.** To cast the city's vote, a city official must have in their possession the city's voting card and voting tool; and be registered with the credentials committee. The voting card may be transferred freely between the voting delegate and alternates but may not be transferred to another city official who is neither a voting delegate nor alternate.
6. **Voting Area at General Assembly.** At the General Assembly, individuals with a voting card will sit in a designated area. Admission to the voting area will be limited to the individual in possession of the voting card and with a special sticker on their name badge identifying them as a voting delegate.
7. **Resolving Disputes.** In case of dispute, the credentials committee will determine the validity of signatures on petitioned resolutions and the right of a city official to vote at the General Assembly.

Developing League of California Cities policy is a dynamic process that engages a wide range of members to ensure Cal Cities represents cities with one voice. These policies directly guide Cal Cities' advocacy to promote local decision-making, and lobby against statewide policies that erode local control.

The resolutions process and General Assembly is one way that city officials can directly participate in the development of Cal Cities policy. If a resolution is approved at the General Assembly, it becomes official Cal Cities policy. Here's how resolutions and the General Assembly work.

Prior to the Annual Conference and Expo

General Resolutions



Sixty days before the Annual Conference and Expo, Cal Cities members may submit policy proposals on issues of importance

to cities. The resolution must have the concurrence of at least five additional member cities or individual members.

Policy Committees



The Cal Cities President assigns general resolutions to policy committees where members

review, debate, and recommend positions for each policy proposal. Recommendations are forwarded to the Resolutions Committee.

During the Annual Conference and Expo

Petitioned Resolutions



The petitioned resolution is an alternate method to introduce policy proposals during

the annual conference. The petition must be signed by voting delegates from 10% of member cities, and submitted to the Cal Cities President at least 24 hours before the beginning of the General Assembly.

Resolutions Committee



The Resolutions Committee considers all resolutions. General Resolutions approved¹ by either a policy committee

or the Resolutions Committee are next considered by the General Assembly. General resolutions not approved, or referred for further study by both a policy committee and the Resolutions Committee do not go to the General Assembly. All Petitioned Resolutions are considered by the General Assembly, unless disqualified.²

General Assembly



During the General Assembly, voting delegates debate and consider general and petitioned resolutions forwarded by the Resolutions Committee. Potential Cal Cities bylaws amendments are also considered at this meeting.

Who's who

Cal Cities policy development is a member-informed process, grounded in the voices and experiences of city officials throughout the state.

The **Resolutions Committee** includes representatives from each Cal Cities diversity caucus, regional division, municipal department, and policy committee, as well as individuals appointed by the Cal Cities president.

Voting delegates are appointed by each member city; every city has one voting delegate.

The **General Assembly** is a meeting of the collective body of all voting delegates—one from every member city.

Seven **policy committees** meet throughout the year to review and recommend positions to take on bills and regulatory proposals. Policy committees include members from each Cal Cities diversity caucus, regional division, and municipal department, as well as individuals appointed by the Cal Cities president.

¹ The Resolution Committee can amend a general resolution prior to sending it to the General Assembly.

² Petitioned Resolutions may be disqualified by the Resolutions Committee according to Cal Cities Bylaws Article VI. Sec. 5(f).



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: John Jansons, City Manager

SUBJECT: Consideration of Resolution Approving Lease with Kerman Telephone Co., a California Corporation dba Sebastian for Equipment Installation on City-Owned Tower Located City Corporation Yard, Including Portions of APNs: 023-060-63u, 023-060-64, 023-060-65st, and 023-060-69st Commonly Known as 15201 W. California Avenue, Kerman, CA (JAJ)

RECOMMENDATION: Council by motion adopt resolutuion approving Lease with Kerman Telephone Co., a California corporation dba Sebastian for equipment installation on City-owned tower located City Corporation Yard, including portions of APN(s): 023-060-63u, 023-060-64, 023-060-65st, and 023-060-69st commonly known as 15201 W. California Avenue, Kerman, California 93630.

DISCUSSION:

The City of Kerman (City) owns a cellular telephone tower (tower) located at 15201 W. California Avenue, Kerman, CA, commonly known as the City Corporation Yard.

The City was approached by the Kerman Telephone Co., a California corporation dba Sebastian (KTC/Sebastian), requesting to lease space on the tower for their equipment to broadcast communication transmissions for their systems. The City wishes to accommodate KTC/Sebastian's request and has negotiated the attached Lease, **Exhibit 'A'** to the resolution.

The proposed Lease is for an initial term of 5 years and shall automatically renew for two successive terms of five years each. KTC/Sebastian shall have the right to not renew the Lease by providing ninety (90) days prior written notice to the City.

The rental rate is competitive with other cell tower leases held by the City at a rate of \$3,000 per month with a 3.0% increase through year five and applicable to successive terms.

The Lease also provides for an Access Agreement **Exhibit 'D'** for KTC/Sebastian to enter the City Corporation Yard located at 15201 W. California Avenue for installation and maintenance purposes.

COORDINATION AND REVIEW:

The Lease and attached documents have been reviewed and approved of by the City Attorney and KTC/Sebastian and the access agreement has been approved by the Public Works Department.

FISCAL IMPACT:

The fiscal impact will result in new revenue to the City of \$36,000 in year one with the remainder of the lease term revenue increasing by 3% per year.

ATTACHMENTS:

- A. Resolution w/
 - Exhibit A – Lease
 - Exhibit B - Tower Site Plan and Depiction
 - Exhibit C - Schematic Drawing and Design Notes of Antenna Facilities
 - Exhibit D - Tower Site Access Easement

Attachment 'A'

RESOLUTION NO. 25-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF Kerman APPROVING LEASE WITH Kerman Telephone Co., A California Corporation DBA Sebastian, FOR EQUIPMENT INSTALLATION ON CITY-OWNED TOWER LOCATED AT CITY CORPORATION YARD, INCLUDING PORTIONS OF APNs: 023-060-63U, 023-060-64, 023-060-65ST, AND 023-060-69ST COMMONLY KNOWN AS 15201 W. CALIFORNIA AVENUE, Kerman, CA.

WHEREAS, the City of Kerman (the "City") owns a communications tower located at the City Corporation Yard, on APNs: 023-060-63u, 023-060-64, 023-060-65st, and 023-060-69st commonly known as 15201 W. California Avenue, Kerman, CA.; and

WHEREAS, the City wishes to lease space on that tower and portions of those properties to Kerman Telephone Co., a California Corporation dba Sebastian ("KTC/Sebastian"), (the "PARTIES") for their communication equipment including access rights for installation and periodic maintenance; and

WHEREAS, the lease is of mutual benefit to the Parties by providing new revenue to the City and enhanced communication service to the community via KTC/ Sebastian's services; and

WHEREAS, City Council has determined that it is in interest of the City to lease space on the tower and grant access rights to City owned property to KTC/Sebastian.

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

1. The foregoing recitals are true and correct and incorporated by reference.
2. The City Council approves a Lease **Exhibit 'A'** including all exhibits to the Lease with Kerman Telephone Co., A California Corporation dba Sebastian, as presented in EXHIBIT A.
3. The City Council authorizes the Mayor to execute the Lease and subsequent **Exhibit 'D'**, "Tower Site Access Easement" on behalf of the City.
4. The City Council directs the City Clerk to record the Lease with all exhibits, including Tower Site Access Easement, with the Fresno County Office of the Assessor-Recorder.
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 13th day of August 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

LEASE AND EASEMENT AGREEMENT

This Lease and Easement Agreement (the “Agreement”) is effective _____, 2025 (the “Effective Date”) by and between City of Kerman, a political subdivision of the State of California (“Landlord”), and Kerman Telephone Co., a California corporation dba Sebastian (“Tenant”).

NOW, THEREFORE, in consideration of these premises and the mutual promises and conditions in this Agreement, the parties agree as follows:

1. **Location.** Landlord agrees to lease to Tenant a portion of the real property described in the attached **Exhibit A** and incorporated herein by this reference (the “Property”) to install and operate telecommunications equipment, including but not limited to, certain space on Landlord’s tower (“Tower”), including the cabinet affixed thereto (“Cabinet”) and space on the ground (the “Antenna Facilities”). The location and orientation of the Antenna Facilities on the Property, together with all necessary space and easements for access and utilities, is generally described and depicted in the attached **Exhibit B** and incorporated herein by this reference (the “Premises and Tower”). The Tower and Antenna Facilities shall be depicted in the schematic attached hereto as **Exhibit C** and incorporated herein by this reference.

2. Use.

a) The Premises may be used by Tenant solely for the transmission and reception of radio communication signals and for the installation, maintenance, repair, or replacement of the Antenna Facilities described and depicted in attached **Exhibit B**. Tenant shall, at Tenant’s expense, keep and maintain the Antenna Facilities on the Premises in commercially reasonable condition during the Term of this Agreement.

b) The Antenna Facilities shall be installed at Tenant’s sole cost and expense and Tenant shall have a right to upgrade and modify its facilities with Landlord’s consent, which consent shall not be unreasonably withheld, delayed, or conditioned, and shall not be subject to additional compensation unless the Premises are expanded beyond the scope of **Exhibit B**. Landlord consents to Tenant modifying Landlord’s Tower for Tenant’s use and Landlord agrees to cooperate with Tenant to complete any required modifications to Landlord’s Tower for Tenant’s use. Tenant agrees to provide Landlord design drawings and structural calculations for Landlord’s review and approval prior to making modifications to Landlord’s Tower. Any modifications to Landlord’s Tower for Tenant’s use shall be at Tenant’s sole cost and expense.

c) Tenant shall have the exclusive right to use and occupy the Cabinet. Notwithstanding the foregoing, Landlord shall retain the right to maintain and access any existing utility lines and connections currently serving Landlord’s supervisory control and data acquisition (SCADA) system located within the Cabinet as of the Effective Date. Landlord shall not permit any third party to access or use the Cabinet without Tenant’s prior written consent which may be withheld in Tenant’s sole discretion.

d) Upon termination of this Agreement, Tenant shall remove the Antenna Facilities from the Premises and restore the Premises to its original condition prior to this Agreement, normal wear and tear and casualty excepted. Notwithstanding the foregoing, if Tenant modifies Landlord’s Tower for Tenant’s use, Tenant shall not be required to return Landlord’s Tower to its original condition.

3. **Term.** The term of this Agreement shall commence upon the Effective Date (the “Commencement Date”). The initial term granted herein shall continue for a term of five (5) years (“Initial Term”). The Initial Term shall automatically renew for two (2) successive renewal terms of five (5) years each (each a “Renewal Period”). Provided, however, Tenant shall have the right to not renew this

Agreement by providing ninety (90) days prior written notice to the Landlord. The Initial Term, together with any Renewal Terms are referred to collectively as the “Term.” Any renewal after the Initial Term shall include the CPI increase referenced in Section 5 of this Agreement.

4. Lease Fee.

a) Upon the first day of the month at the start of construction or installation of Tenant’s modifications to the Landlord’s Tower described on Exhibit B (“Rent Commencement Date”), Tenant shall pay Landlord rent in the amount of Three Thousand and No/100 (\$3,000.00) per month (the “Rent”). Tenant shall deliver Rent to Landlord at the address specified in the Notice section, or by electronic payment. The first Rent payment shall be due within thirty (30) days after the Rent Commencement Date. Subsequent Rent shall be payable, in advance, by the fifth day of each month.

b) The Lease Fee at each anniversary of the Rent Commencement Date shall be increased by three percent (3.0%) of the Rent for the immediately preceding year. The Rent for the Initial Term shall be as follows:

Lease Year 1	\$3,000.00 per month
Lease Year 2	\$3,090.00 per month
Lease Year 3	\$3,182.70 per month
Lease Year 4	\$3,278.18 per month
Lease Year 5	\$3,376.53 per month

5. **Easement and Access.** Tenant shall have unimpeded twenty-four-hour-a-day, seven-day-a-week access to the Premises at all times during the Term of this Agreement. Landlord agrees to permit access to Premises directly from the public right of way through the Landlord’s (the City of Kerman’s) Corporate Yard or Public Works Maintenance Facility. Landlord hereby grants to Tenant, its successors, assigns, employees, contractors, agents, and representatives, a non-exclusive, perpetual easement (the “Easement”) for the purpose of: (1) Vehicular and pedestrian access to and from the Premises; and (2) Installation, operation, maintenance, repair, replacement, and removal of the Antenna Facilities and other utilities, including but not limited to electrical power, fiber optic cable, telephone lines, and any related infrastructure. The Easement shall run from the public right-of-way located at the Western most drive approach of Fresno County APN 023-061-21 and shall be a twelve foot (12’) wide strip traversing the parcels, as depicted in **Exhibit D**, attached hereto and incorporated herein by this reference. Tenant may: (1) Access the Premises 24 hours a day, 7 days a week; (2) Use the Easement for ingress and egress of vehicles, equipment, and personnel; and (3) Install and maintain underground or above-ground utility lines, conduit, poles, or cabinets, subject to applicable utility company standards and building codes. Tenant shall minimize disruption to Landlord’s use of the surrounding property and shall restore any disturbed areas upon completion of work. Landlord may, at its sole cost, relocate the Easement provided: (1) The new location provides equivalent access and utility functionality; (2) Tenant is given at least 60 days’ prior written notice; and (3) The relocation does not interrupt service or materially affect Tenant’s operations. Landlord shall not erect any structure or place any obstruction within the Easement area that would interfere with Tenant’s access or utility rights. This Easement shall expire upon the expiration of this Agreement. Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant’s equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without providing Tenant prior written notice and an updated set of access keys or new access code(s).

6. **Interference.** Tenant shall not use the Premises in any way which interferes with the use of the Property by Landlord or lessees or licensees of Landlord with rights in the Property prior in time to Tenant's (subject to Tenant's rights under this Agreement, including, without limitation, non-interference). Similarly, Landlord shall not use, nor shall Landlord permit its lessees, licensees, employees, invitees, agents, or other third parties to use, any portion of the Property, including the Premises, Tower and Cabinet, in any way which interferes with the operations of Tenant. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, or under this Lease, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice.

7. **Utility Services.** Tenant shall have the right to connect to, maintain, repair, modify, upgrade, remove or replace existing utility-related equipment and/or construct and install new utility-related equipment and lines, including a generator, optical fiber facilities and alternative energy related equipment, to service its Antenna Facilities (collectively, the "Utility Facilities"). Tenant shall be solely responsible for the facilitation and cost of connecting to, and use of utility services through, the Utility Facilities. Landlord shall have the right to review and approve the equipment referenced herein, such approval not to be unreasonably withheld, conditioned or delayed. The Utility Facilities may be brought by Tenant to the Property and the Premises, and the charges for utility usage (the "Utility Fees") shall be payable, by one of the following methods:

a) **Separate Meter.** Tenant shall install a separate meter as soon as possible after the Effective Date and will remit payment directly to the utility provider. The Landlord may also have the right to install a separate meter at any time during the Term of the Lease and may then require Tenant remit payment directly to the utility provider.

b) **Smart Sub-meter.** Tenant may install a submeter that can be remotely managed and read ("Smart Submeter"). The Smart Submeter will be read on a regular/ quarterly basis and Tenant will be directly invoiced for its Utility Fees, with a copy provided to Landlord's email address. Tenant will remit payment to the Landlord within thirty (30) days of receipt of the invoice.

c) **Until Tenant installs a separate meter or submeter,** Tenant shall pay Landlord Utility Fees in the amount of Three Hundred Dollars (\$300.00) per month for its utility usage when usage commences.

8. **Environmental Laws.** Landlord and Tenant agree that it will conduct its activities on the Property in compliance with all applicable environmental laws. Landlord represents and agrees that, to the best of its knowledge, it has in the past and will in the future conduct its activities on the Property in compliance with all applicable environmental laws and that the Property is free of hazardous, toxic, or dangerous substances (collectively, the "Hazardous Substances") as of the date of this Agreement. Tenant agrees to be responsible for all losses or damage caused by any Hazardous Substances that it may bring onto the Property and will indemnify Landlord for all such losses or damages. Landlord agrees to be responsible for all losses or damage caused by any Hazardous Substances on or entering the Property, except those brought onto the Property by Tenant, and will indemnify Tenant for all such losses or damages including the cost of any investigation or remediation, or other actions required to comply with applicable law.

9. **Hold Harmless.** Landlord and Tenant each agree to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, (b) any spill or other release of any

Hazardous Substances (as defined above) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (c) a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect, or punitive damages, or causes of loss, whether arising from breach of strict liability, contract, tort, or otherwise, and regardless of whether such party was advised of, or should have known, the possibility of such damages.

10. Insurance.

(a) During the Term, Tenant will provide Commercial General Liability insurance at least as broad as Insurance Services Office (ISO) form CG 00 01 in an amount not less than \$1,000,000 per occurrence, \$3,000,000 in the general aggregate, and \$3,000,000 aggregate coverage for products and completed operations, and be endorsed to include Landlord as additional insureds on the policy or policies. The policy shall contain a per project or per location general aggregate endorsement. Coverage shall contain a waiver of subrogation in favor of the Landlord. Tenant may satisfy this requirement by obtaining appropriate endorsement to any primary policy of liability insurance Tenant may maintain.

(b) During the Term, Tenant shall provide Automobile Liability insurance coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of not less than \$30,000 in bodily injury liability per person, \$60,000 in bodily injury liability per accident, and \$15,000 in property damage liability per accident. . The policy shall provide that the Landlord shall be included as additional insured. Coverage shall contain a waiver of subrogation in favor of the Landlord and its officers, officials, employees, and agents.

(c) During the Term, Tenant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Tenant. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$100,000 each accident, \$500,000 by disease-policy limit, and \$100,000 by disease-each employee. In the alternative, Tenant may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

(d) Intentionally Omitted.

(e) Umbrella or Excess Liability; Self-Insurance: The limits of liability for Commercial General Liability and Automobile Liability may be provided through a combination of primary and umbrella or excess liability policies, or self-insurance program(s) provided each policy complies with the requirements set forth in this Agreement. Excess policies shall be follow-form to the underlying policies. Umbrella or excess policies shall include the required parties as additional insured.

11. **Notice.** All notices, requests, demands and other communications shall be in writing and are effective three (3) days after deposit in the U.S. mail, certified and postage paid, or upon receipt if sent by electronic mail, personally delivered or sent by next-business-day delivery via a nationally recognized overnight courier to the addresses set forth below. Landlord or Tenant may from time to time designate any other address for this purpose by providing written notice to the other party.

If to Tenant:
Sebastian
Attn: Tim Hartstock
811 S. Madera Avenue
Kerman, CA 93630
Email: thartsock@sebastiancorp.com

If to Landlord:
City of Kerman
Attn: City Manager
850 S. Madera Avenue
Kerman, CA 93630
Email:

12. Termination.

(a) Tenant may terminate this Agreement upon thirty (30) days prior written notice to Landlord, for any of the following reasons: (i) changes in local or state laws or regulations which adversely affect Tenant's ability to operate; (ii) a California Public Utility Commission ("CPUC") or Federal Communications Commission ("FCC") ruling or regulation that is beyond the control of Tenant; (iii) in its sole discretion for technical, or economic reasons; or (iv) if Tenant is unable to obtain or maintain any Governmental Approval required for the construction or operation of Tenant's Antenna Facilities.

(b) Upon two (2) year prior written notice to the other party, Landlord or Tenant may terminate this Agreement for any or no reason.

(c) If either party is in default under this Agreement for a period of thirty (30) days following receipt of written notice from the non-defaulting party, the non-defaulting party may pursue any remedies available to it against the defaulting party at law and in equity, including, but not limited to, the right to terminate this Agreement. If a non-monetary default cannot reasonably be cured within a 30-day period, this Agreement may not be terminated if the defaulting party commences action to cure the default within the 30-day period and proceeds with due diligence to fully cure the default.

(d) Upon mutual written consent by both parties.

13. Miscellaneous

(a) Amendment. This Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Tenant acknowledges that Landlord employees have no authority to modify this Agreement except as expressly provided in this Agreement.

(b) Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant will have the right, without consent of Landlord, to sublease (or otherwise transfer or allow the use of) all or any portion of the Premises or assign its rights under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring

substantially all of the assets of Tenant; or (c) any successor entity in a merger, acquisition or consolidation involving Tenant. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations, and Landlord shall look solely to the transferee for performance under this Lease.

- (c) **Governing Law.** The laws of the State of California govern all matters arising from or related to this Agreement.
- (d) **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno County, California. The parties' consent to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.
- (e) **Construction.** The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.
- (f) **Days.** Unless otherwise specified, "days" means calendar days.
- (g) **Headings.** The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.
- (h) **Severability.** If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.
- (i) **Nondiscrimination.** During the performance of this Agreement, the Landlord shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.
- (j) **No Waiver.** Payment, waiver, or discharge by the Tenant of any liability or obligation of the Landlord under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Landlord and does not prohibit enforcement by the Tenant of any obligation on any other occasion.
- (k) **Entire Agreement.** This Agreement, including its exhibits, is the entire agreement between the Landlord and the Tenant with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.
- (l) **No Third-Party Beneficiaries.** This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.
- (m) **Authorized Signature.** The Landlord represents and warrants to Tenant that Landlord is duly authorized and empowered to sign and perform its obligations under this Agreement. Tenant

represents and warrants to the Landlord that the individual signing this Agreement on behalf of the Tenant is duly authorized to do so and his or her signature on this Agreement legally binds the Tenant to the terms of this Agreement.

- (n) Counterparts. This Agreement may be signed and delivered in counterparts, by digital signature and/or electronic reproduction of a handwritten signature, including but not limited to, DocuSign or Adobe Sign, each of which will be deemed an original, and all of which, taken together, constitute one and the same Agreement.

[Remainder of page is left blank]

[Signature page follows]

IN WITNESS WHEREOF, the parties have caused this Agreement to be duly executed set forth below as of the Effective Date.

LANDLORD

City of Kerman,
a political subdivision of the State of California

By: _____

Name: _____

Its: _____

TENANT

Kerman Telephone Co.,
a California corporation dba Sebastian

By: _____

Name: William Barcus

Its: Chief Executive Officer

Exhibit 'A'

Landlord hereby leases to Lessee the use of that portion of the Property (as defined below) designated by Fresno County Assessor's Parcel Numbers 023-060-63u, 023-060-64, 023-060-65st, and 023-060-69st with the common address of 15201 W. California Avenue, Kerman, California 93630.

LEGAL DESCRIPTION

Real property in the City of Kerman, County of Fresno, State of California, described as follows:

Parcel 1:

A 25-foot strip of land lying in section 13, township 14 south, range 17 east, mount diablo base and meridian, according to 11-1e official plat thereof, more particularly described as follows:

commencing at the north quarter corner of said section 13; thence south 00° 33' 39" west along the west line of the northeast quarter of said section 13, a distance of 59.42 feet, to the true point of beginning, said point being on the north line of the union pacific railroad right of way, said point also being 50.00 feet north of the intersection of said west line and the centerline of the main union pacific tracks; hence north 89° 59' 48" east, along a line parallel with and 50.00 feet northerly of the centerline of said main tracks, a distance of 2621.50 feet, to a point on the west right of way line of Madera avenue, said point being 40.00 feet west of the intersection of said north railroad right of way line and the east line of said section 13, said intersection being 89.47 feet south of the northeast corner of said section 13; thence south 00° 33' 55" west, along said west right of way, a distance of 25.00 feet, to a point 25.00 feet north of the centerline of said main tracks; thence south 89° 59' 48" west along a line parallel with and 25.00 feet northerly of the centerline of said main tracks, a distance of 2621.50 feet, to a point on the west line of the northeast quarter of said section 13, said point being 84.42 feet south of the north quarter corner of said section 13; thence north 00° 33' 39" east along said west line distance of 25.00 feet to the true point of beginning.

also excepting any portion thereof, lying in the northwest quarter of the northeast quarter of said section 13.

also excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property, or to interfere with the use as reserved in Deed from Union Pacific Railroad Company to City of Kerman, recorded on July 31, 2003, as document no. 20030174661, official records.

APN: 023-060-63u

Parcel 2:

a portion of land lying in section 13, township 14 south, range 17 east, mount diablo base and meridian, according to the official plat thereof, more particularly described as follows: commencing at the north quarter corner of said section 13; thence south 00° 33' 39" west along the west line of the northeast quarter of said section 13, a distance of 134.42 feet, to the true point of beginning, said point being 25.00 feet south of the intersection of said west line and the center line of the main union pacific railroad tracks; thence north 89° 59' 48" east, along a line parallel with and 25.00 feet southerly of the centerline of said main tracks, a distance of 1772.09 feet; thence easterly along the arc of a curve concave southerly with center point bearing south 00° 00' 12" east a radius of 759.21 feet, parallel with and 25.00 feet southerly

of the centerline of a southern spur from the main union pacific railroad tracks, through a central angle of $06^{\circ} 21' 03''$ and arc length 84.15 feet; thence south $83^{\circ} 39' 09''$ east, along a line parallel with and 25.00 feet southwesterly of the center line of said spur tracks, a distance of 312.70 feet, to a point 494.00 feet west of the east line of said section 13; thence south $00^{\circ} 33' 55''$ west, along a line parallel with and 494.00 feet west of the east line of said section 13, a distance of 25.13 feet; thence north $83^{\circ} 39' 09''$ west, along a line parallel with and 50.00 feet southwesterly of the centerline of said spur tracks, a distance of 315.24 feet; thence northwesterly along the arc of a curve concave southerly with center point bearing south $06^{\circ} 20' 51''$ west a radius of 734.21 feet, parallel with and 50.00 feet southerly of the centerline of said spur tracks, through a central angle of $06^{\circ} 21' 03''$ an arc length of 81.38 feet; thence south $89^{\circ} 59' 48''$ west, along a line parallel with and 50.00 feet southerly of the centerline of said main tracks, a distance of 360.62 feet to point "a"; thence south $89^{\circ} 59' -18''$ west, along a line parallel with and 50.00 feet southerly of the centerline of said main tracks, a distance of 1411.96 feet, to a point on the west line of the northeast quarter of said section 13, said point being 159.42 feet south of the north quarter corner of said section 13; thence north $00^{\circ} 33' 39''$ east, along said west line a distance of 25.00 feet to the true point of beginning.

Except therefrom the railroad trackage and track appurtenances thereto, located on said land, reserved by Union Pacific Railroad, a Delaware Corporation in the quitclaim deed recorded July 31, 2002 as instrument no. 2003'- 0174611 of official records.

Also excepting therefrom any portion thereof lying in the northwest quarter of the northeast quarter of said section 13. also excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property, or to interfere with the use as reserved in deed from Union Pacific Railroad Company to City of Kerman, recorded on July 31, 2003, as document no. 20030174667, official records.

APN: 023-060-640

Parcel 3:

A portion of land lying in section 13, Township 14 south, range 17 east, mount diablo base and meridian, according to the official plat thereof, more particularly described~ follows:

Beginning at point "a" described above (parcel 2); thence north $89^{\circ} 59' 48''$ east, along a line parallel with and 50.00 feet southerly of centerline of the main union pacific railroad tracks, a distance of 360.62 feet; thence easterly along the arc of a curve concave southerly with center point bearing south $00^{\circ} 00' 12''$ east a radius of 734.21 feet, parallel with and 50.00 feet southerly of the centerline of a southern spur from the union pacific railroad tracks, through a central angle of $06^{\circ} 21' 03''$ and arc length of 81.38 feet; thence south $83^{\circ} 39' 09''$ east, along a line parallel with and 50.00 feet southerly of the centerline of said spur tracks, a distance of 315.24 feet, to a point 494.11 feet west of the east line of said section 13; thence south $00^{\circ} 33' 55''$ west, along a line parallel with and 494.00 feet westerly of east line of said section 13, a distance of 130.63 feet to a point 220.00 feet south of centerline of said main tracks; thence south $89^{\circ} 59' 48''$ west, along a line parallel with and 220.00 feet southerly of the centerline of said main tracks, a distance of 754.98 feet; thence north $00^{\circ} 22' 48''$ east a distance of 170.00 feet to point "a", the true point of beginning.

Excepting therefrom all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, together with the sole, exclusive and perpetual right to explore for,

remove and dispose of said minerals by any means or methods suitable, but without entering upon or using the surface of the property, and in such manner as not to damage the surface of the property, or to interfere with the use as reserved in deed from Union Pacific Railroad Company to City of Kerman, recorded on July 31, 2003, as document no. 20030174661, official records.

APN: 023-060-65st

Parcel 4:

The west half of the following described property:

That portion of the southeast quarter of section 12 and the northeast quarter of section 13, all in township 14 south-1, range 17 east, mount diablo base and meridian, according to the United States government survey, described as follows:

Beginning at the southwest of corner of block 1 of the City of Kerman, according to the map thereof recorded March 27, 1906 in book 3, page 31 of record of surveys in the office of the County Recorder of said county, thence southerly 60 feet along the westerly line of said block 1, produced southerly, to the south line of "a" street, said point being the true point of beginning; thence southerly along said westerly line of block 1 produced southerly 164.2 feet to the northerly right of way line of the Southern Pacific Railroad; thence easterly along the northerly line of said right of way to the westerly line of 3rd street produced southerly; thence northerly along said westerly line of 3rd street, produced southerly 157.75 feet to the southerly line of "a" street; thence westerly along the southerly line of "a" street to the true point of beginning,

excepting therefrom all gas, oil and other hydrocarbon substances in and under said land as reserved by Henry Kressmann, J. H Kennedy and title insurance and trust company, as trustees under the paragraph viii of the will of Louise E. Kerckhoff. Deceased, in Deed recorded April 6, 1950 in book 2834, page 492 of official records.

APN: 023-060-69st

END

Exhibit 'B'

Tower Site Plan and Depiction

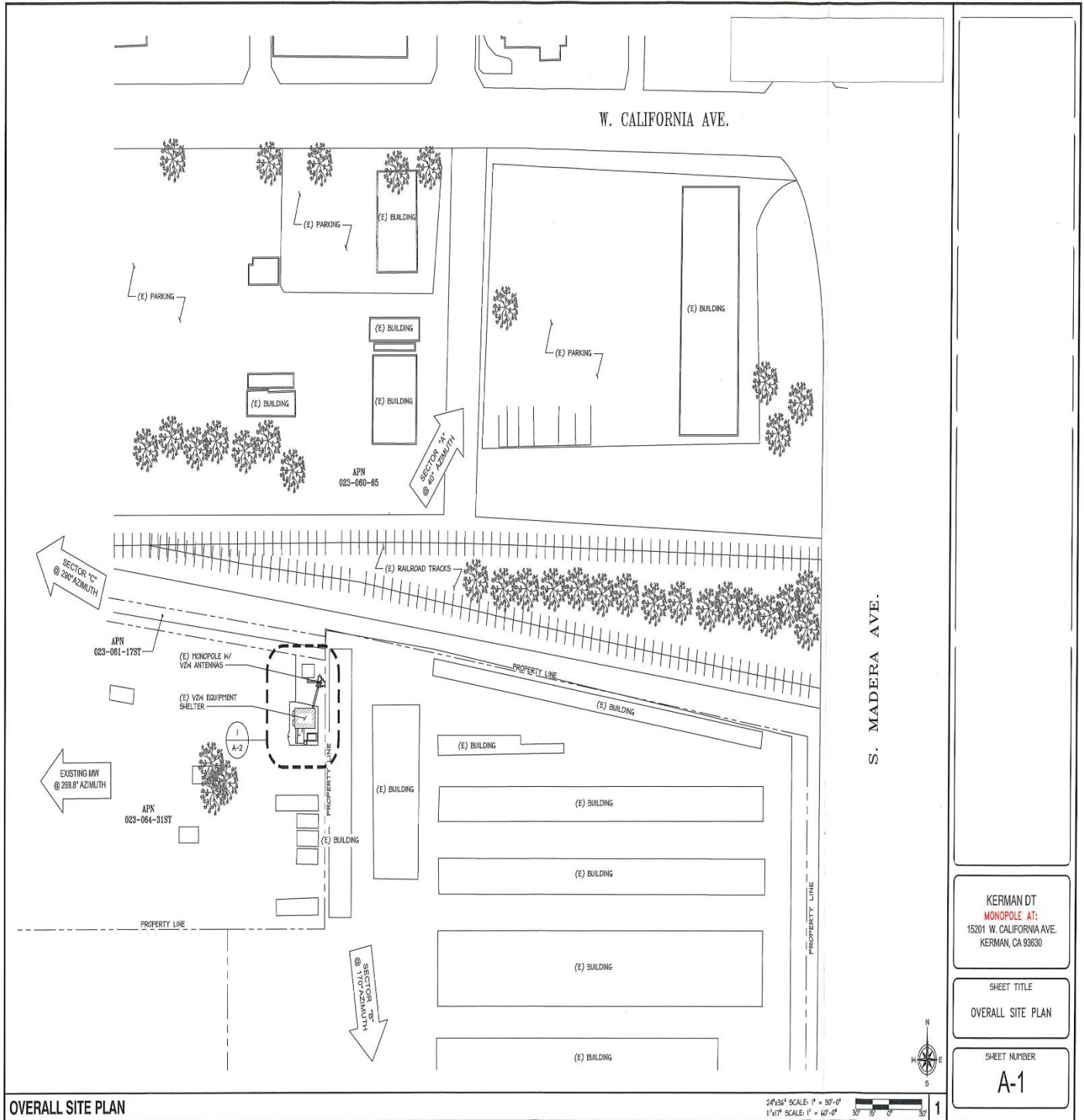
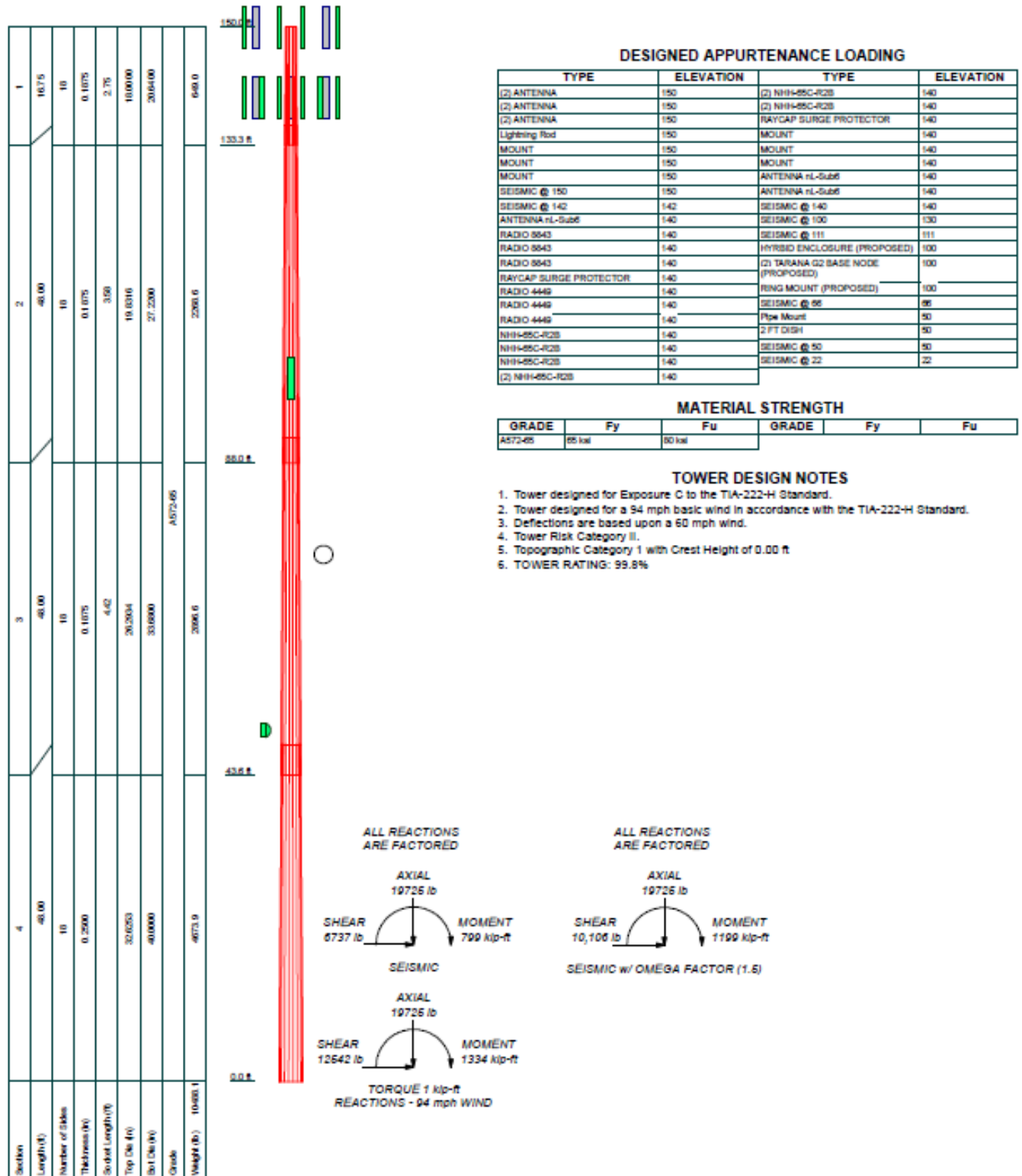


Exhibit 'C'

Schematic Drawing and Design Notes of Antenna Facilities



Platinum Engineering Solutions, INC. Job: 2025-8771

10648 N. Hwy. 41
Madera, CA 93638Phone: (559) 439-0500
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Platinum Engineering Solutions, INC.

Project: Rev A 150 FT Monopole SA, KermanDT-158772, Kerman, CA

Client: City of Kerman

Drawn by: Arturo Osorio

App'd:

Code: TIA-222-H

Date: 06/07/25

Scale:

Path:

Dig N:

71

Tower Site Access Easement





STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Reimbursement of Capital Expenditures from Proceeds of Tax-Exempt Obligations (JA)

RECOMMENDATION: Council by motion adopt resolution declaring intention to reimburse expenditures from proceeds of tax-exempt obligations.

EXECUTIVE SUMMARY:

The City of Kerman (the City) is planning to finance public capital improvements, anticipated to consist of a new multi-generational community resiliency center and improvements to the City's new police station. The financing will be undertaken via the issuance of long-term tax-exempt bonds via a public offering.

For the bonds to be issued tax-exempt, the City needs to comply with certain Internal Revenue Code (Code) requirements. The Code allows a bond issuer to use the proceeds of its bond issuance to reimburse expenditures made prior to the time bonds are issued, but only so long as the issuer expresses an intent to do so prior to the actual issuance of the bonds.

A reimbursement resolution is the required expression of intent and is needed if the City wants to potentially reimburse itself for costs it actually pays prior to the issuance of bonds. More specifically, the City can use tax-exempt bond proceeds to reimburse itself for certain capital costs subject to certain limitations, the main one being: reimbursement (bond issuance) must occur not later than 18 months after the later of (i) the date on which the expenditure is paid, or (ii) the date on which the project is placed in service, but in no event more than 3 years after the expenditure was paid. It is acceptable for the City to adopt a reimbursement resolution notwithstanding the fact that eventually it is determined one was not needed.

To reimburse from proceeds of the proposed tax-exempt bonds, the City has been advised by its bond counsel that the Council should adopt a resolution indicating the City's intent to so reimburse.

The resolution recommended for approval meets the requirement of the Code enabling the reimbursement for certain prior expenditures. The reimbursement will be only from proceeds of the bonds and is not a general obligation of the City.

FISCAL IMPACT:

Adopting the resolution will allow the City flexibility to reimburse itself from the proceeds of future tax-exempt bonds. The amount of this reimbursement has not been quantified, but preserving this flexibility will only benefit the City. There is no cost to adopt the resolution. Approval of the amount, timing and costs of any future bond financing will be presented to the Council at a future meeting.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 25-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN DECLARING INTENTION TO REIMBURSE EXPENDITURES FROM PROCEEDS OF TAX-EXEMPT OBLIGATIONS**

WHEREAS, the City of Kerman (the "City") proposes to undertake certain public capital improvement projects referenced below, and expects to issue, or cause the issuance of, a long-term tax-exempt payment obligation in one or more series for such projects and to use a portion of the proceeds of such obligation to reimburse expenditures made for the projects prior to the issuance of the obligation; and

WHEREAS, United States Income Tax Regulations section 1.150-2 provides generally that proceeds of tax-exempt debt are not deemed to be expended when such proceeds are used for reimbursement of expenditures made prior to the date of issuance of such obligation unless certain procedures are followed, one of which is a requirement that (with certain exceptions), prior to the payment of any such expenditure, the issuer declares an intention to reimburse such expenditures; and

WHEREAS, it is in the public interest and for the public benefit that the City declare its official intent to reimburse the expenditures referenced herein.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES AS FOLLOWS:

1. The City intends to issue, or cause the issuance of, one or more series of obligations (the "Obligations") for the purpose of financing construction costs for capital improvements consisting of a new multi-generational community resiliency center and improvements to the City's new police station, as well as related and ancillary capital improvements supporting those improvements within the City, and incidental expenses related thereto (the "Projects").
2. The City hereby declares that it reasonably expects (i) to pay certain costs of the Projects prior to the date of issuance of the Obligations and (ii) to use a portion of the proceeds of the Obligations for reimbursement of expenditures for the Projects that are paid before the date of issuance of the Obligations.
3. The principal amount of the Obligations is estimated to be approximately \$22,000,000.
4. This resolution shall take effect upon its adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on this 13th day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Amendment to Joint Exercise of Powers Agreement for the Kerman Public Financing Authority (JA)

RECOMMENDATION: Council by motion authorize execution and delivery of first amendment to joint exercise of powers agreement.

EXECUTIVE SUMMARY:

The City of Kerman (the City) is planning to finance public capital improvements, anticipated to consist of a new multi-generational community resiliency center and improvements to the City's new police station. The financing will be undertaken via the issuance of long-term tax-exempt bonds via a public offering.

It is anticipated that the bonds will be issued by the Kerman Public Financing Authority (Financing Authority) pursuant to Article 4 of the Joint Exercise of Powers Act (Government Code Section 6500 et seq.), which Act authorizes two or more public agencies to create a joint exercise of powers entity which has the power to exercise any powers common to its members and to exercise additional powers granted under the Act.

Pursuant to the Act, the City and the Kerman Redevelopment Agency previously entered into a Joint Exercise of Powers Agreement, dated as of August 15, 2007 (2007 Agreement), to establish the Financing Authority. In accordance with State law, the Kerman Redevelopment Agency was succeeded by the Successor Agency to the former Kerman Redevelopment Agency, which has now been completely dissolved.

A number of California cities, counties and special districts have entered into a joint exercise of powers agreement pursuant to which the California Statewide Communities Development Authority (CSCDA) was organized and CSCDA may, among other things, enter into a joint exercise of powers agreement with one or more public agencies pursuant to which such contracting parties may jointly exercise any power common to them and to exercise additional powers granted under the Act.

The City desires to amend the 2007 Agreement to add CSCDA as a member, in place of the Kerman Redevelopment Agency, and CSCDA has agreed to do so. It is anticipated that the governing body of CSCDA will adopt the amendment to become a member of the Financing Authority on August 7, 2025.

FISCAL IMPACT:

CSCDA charges a one-time fee of \$10,000 to serve as a member of a joint exercise of powers agency. This fee is anticipated to be financed as part of the long-term tax-exempt bonds described above.

ATTACHMENTS:

- A. Resolution
- B. First Amendment to Joint Exercise of Powers Agreement (Kerman Public Financing Authority)

Attachment 'A'

RESOLUTION NO. 25-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AUTHORIZING EXECUTION AND DELIVERY OF FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT**

WHEREAS, the Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with section 6500) of the California Government Code (the "Joint Exercise of Powers Act"), authorizes two or more public agencies to create a joint exercise of powers entity which has the power to exercise any powers common to its members and to exercise additional powers granted under the Joint Exercise of Powers Act;

WHEREAS, pursuant to the Joint Exercise of Powers Act, the City of Kerman (the "City") and the Kerman Redevelopment Agency (the "Agency") entered into that certain Joint Exercise of Powers Agreement, dated as of August 15, 2007 (the "Agreement") to establish the Kerman Public Financing Authority (the "Financing Authority");

WHEREAS, in accordance with section 34187 of the California Health and Safety Code and other applicable law, the Agency has been completely dissolved;

WHEREAS, under the Joint Exercise of Powers Act, a number of California cities, counties and special districts have entered into a joint exercise of powers agreement pursuant to which the California Statewide Communities Development Authority ("CSCDA") was organized and CSCDA may, among other things, enter into a joint exercise of powers agreement with one or more public agencies pursuant to which such contracting parties may jointly exercise any power common to them and to exercise additional powers granted under the Joint Exercise of Powers Act;

WHEREAS, Section 4.06 of the Agreement allows amendments to the Agreement by supplemental agreements, including to add new parties thereto; and

WHEREAS, the City and CSCDA desire that CSCDA be added as a new member of the Financing Authority under the Agreement, in place of the Agency that was dissolved.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES AS FOLLOWS:

Section 1. The City Council hereby finds and determines that the foregoing recitals are true and correct.

Section 2. The Agreement, as amended by the First Amendment, in substantially the form on file with the City Council, is hereby approved. The Mayor is hereby authorized and directed, for and on behalf of the City, to execute and deliver the First Amendment, in substantially said form, with such changes and insertions therein

as the officer executing the same, with the advice of counsel to the City, may approve, such approval to be conclusively evidenced by the execution and delivery thereof.

Section 3. This resolution shall take effect from and after its adoption.

The foregoing resolution adopted by the City Council of the City of Kerman at a regular meeting held on this 13th day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution has been approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Attachment 'B'

**FIRST AMENDMENT TO
JOINT EXERCISE OF POWERS AGREEMENT**

(KERMAN PUBLIC FINANCING AUTHORITY)

This FIRST AMENDMENT TO JOINT EXERCISE OF POWERS AGREEMENT (this "First Amendment") dated as of August 13, 2025, is between the CITY OF KERMAN, a municipal corporation duly organized and existing under the laws of the State of California (the "City"), and the California Statewide Communities Development Authority, a joint exercise of powers agency duly organized and existing under the laws of the State of California ("CSCDA"), is being executed and delivered to amend the hereinafter-defined Agreement.

BACKGROUND:

1. The Joint Exercise of Powers Act, comprising Articles 1, 2, 3 and 4 of Chapter 5 of Division 7 of Title 1 (commencing with section 6500) of the California Government Code (the "Joint Exercise of Powers Act"), authorizes two or more public agencies to create a joint exercise of powers entity which has the power to exercise any powers common to its members and to exercise additional powers granted under the Joint Exercise of Powers Act.

2. Pursuant to the Joint Exercise of Powers Act, the City and the Kerman Redevelopment Agency (the "Agency") entered into that certain Joint Exercise of Powers Agreement, dated as of August 15, 2007 (the "Agreement") to establish the Kerman Public Financing Authority (the "Financing Authority").

3. In accordance with section 34187 of the California Health and Safety Code and other applicable law, the Agency has been completely dissolved.

4. Under the Joint Exercise of Powers Act, a number of California cities, counties and special districts have entered into a joint exercise of powers agreement pursuant to which CSCDA was organized and CSCDA may, among other things, enter into a joint exercise of powers agreement with one or more public agencies pursuant to which such contracting parties may jointly exercise any power common to them and to exercise additional powers granted under the Joint Exercise of Powers Act.

5. Section 4.06 of the Agreement allows amendments to the Agreement by supplemental agreements, including to add new parties thereto.

6. The City and CSCDA desire that CSCDA be added as a new member of the Financing Authority under the Agreement, in place of the Agency that was dissolved.

AGREEMENT:

For and in consideration of the premises and the material covenants hereinafter contained, the parties hereto hereby formally covenant, agree and bind themselves as follows:

First, the following provision is added to the Agreement:

Section 4.10. Addition of CSCDA as Member. CSCDA is hereby added as a Member of the Authority, with the same powers, rights, and limitations of liability as apply to the other Members of the Authority and their respective officers, agents and employees. For clarity, as of the date of the addition of CSCDA as a Member, the Members shall consist solely of the City and CSCDA.

Second, Section 4.03 of the Agreement shall be amended and restated as follows:

Section 4.03. Notices. Notices to the City hereunder shall be sufficient if delivered to the City Manager, and notices to CSCDA hereunder shall be sufficient if delivered to CSCDA staff.

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to be executed and delivered by their proper officers thereunto duly authorized, to be effective as of the day and year first above written.

CITY OF KERMAN

By: _____
Maria Pacheco
Mayor

Attest:

Josie Camacho
City Clerk

CALIFORNIA STATEWIDE COMMUNITIES
DEVELOPMENT AUTHORITY

By: _____
Authorized Signatory



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Confirming and Ordering Tract 6430 Annexation into Kerman Landscaping and Lighting District No. 1, Area 16, and Establishing a Levy of Assessments for the Annexed Territory (JG)

RECOMMENDATION: Council by motion adopt resolution confirming and ordering Tract 6430 annexation into Kerman Landscaping and Lighting District No. 1, Area 16, and establishing a Levy of Assessments for the annexed territory.

EXECUTIVE SUMMARY:

The City of Kerman's (the City) Landscaping and Lighting District (LLD) No. 1 maintains public landscaping in median islands and landscape strips along major streets. All new developments are annexed into the LLD and charged an annual assessment that is collected with property taxes. There are currently 15 sub-areas within the LLD.

The City Council initiated the process for annexation of Tract 6430 into LLD No. 1 on July 9, 2025. Approval of the proposed Resolution will conclude the process by annexing the lots of a new residential subdivision into LLD No. 1 being developed by WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999 ("Applicant") and setting a levy at \$187.14 for single-family lots 1 to 118 and \$5,729.39 multi-family lot 119 .

The Applicant has undergone the final map review process for Tract 6430 which seeks to develop a 119-lot subdivision located at the southeast corner of the California and Modoc Avenues alignments intersection. Final map approval by the City Council will be considered as a separate Agenda item at today's meeting. A condition of approval for Tract 6430 requires that Applicant request annexation to the City's LLD. Consistent with that requirement, the Applicant has submitted a petition and waiver to the City, requesting annexation into LLD No. 1 and agreeing to the initial assessment of \$187.14 for single-family lots 1 to 118 and \$5,729.39 for multi-family lot 119 for the fiscal year commencing July 1, 2026 and ending June 30, 2027. Thereafter, the property would be subject to the annual levy amounts approved by Council for LLD No. 1 for each fiscal year.

The Applicant has also (i) waived certain resolutions, report, notices of hearing, and right of majority protest, and consented to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waived any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as

may be permitted by the Act. As a result of this waiver, the annexation process can be expedited as no report by the City Engineer is required to be prepared, nor is a ballot and majority protest required.

The attached resolution finds that there is no majority protest by the Applicant, annexes the property into Area 16, of LLD No. 1, and sets the levy at \$187.14 for single-family lots 1 to 118 and \$5,729.39 for multi-family lot 119 for the fiscal year commencing July 1, 2026 and ending June 30, 2027. Going forward, the annexed property will be subject to the annual levy approved by the City Council every year for all property within LLD No. 1, Area 16.

FISCAL IMPACT:

Each of the single-family lots 1 to 118 that is annexed will pay the assessment rate of \$187.14 per lot and multi-family lot 119 will pay the assessment rate of \$5,729.39. Thereafter, the City Council will approve assessment amounts for Area 16 of the LLD No. 1, which may be adjusted to reflect increases based on the consumer price index.

ATTACHMENTS:

- A. Resolution w/Exhibits
- B. Waiver

RESOLUTION NO. 25-___**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF Kerman,
CALIFORNIA CONFIRMING AND ORDERING TRACT 6430 ANNEXATION INTO LANDSCAPING
AND LIGHTING DISTRICT NO. 1, AREA 16, AND ESTABLISHING A LEVY OF ASSESSMENTS FOR
THE ANNEXED TERRITORY**

WHEREAS, the Landscaping and Lighting Act of 1972 ("Act") provides and establishes procedures for annexing properties to an existing Landscaping and Lighting Assessment District; and

WHEREAS, on September 7, 1993 the Kerman City Council established the "Kerman Landscape and Lighting District No. 1" ("LLD No. 1") to levy and collect assessments to cover the cost of maintaining landscaping, irrigation systems and streetlights within the LLD No. 1 public right-of-way; and

WHEREAS, the City Council has determined that, to finance the installation, operation of landscaping, irrigation and lighting improvements which benefit the aforementioned tract and public lands, it should be annexed into the District; and

WHEREAS, not only will annexing this new development into the existing district ensure that all benefitting parcels share equally in the costs to maintain the improvements, but consolidating the benefitting developments into a single assessment district will facilitate their management by the City; and

WHEREAS, the proceedings for the annexation of the aforementioned tract and public lands to the District are authorized by and are conducted pursuant to the provisions of the Landscaping and Lighting Act of 1972, Part 2 (commencing with Section 22500) of Division 15 of the California Streets and Highways Code; and

WHEREAS, pursuant to Streets and Highways Code section 22608, resolutions, reports, notices of hearing, and the right of majority protest may be waived with the written consent of all landowners of the territory to be annexed; and

WHEREAS, WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999, are the landowners of the property proposed for annexation and generally located at the southeast corner of the California and Modoc Avenues alignments intersection, and which is also known as Tract 6430 whose final map will be considered by the City Council as future separate item, as further described or depicted on **Exhibit 'A'** ("Subject Property"); and

WHEREAS, WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999, have provided a petition for annexation and written consent to waiver of resolutions, reports, notices of hearing, and the right of majority protest regarding the Subject Property, as well as consenting to the amount of the proposed levy for the fiscal year; and

WHEREAS, as a result, no report by the City Engineer is required to be prepared and filed with the City Clerk which outlines the land to be annexed, etc.; and

WHEREAS, on July 9, 2025, the City Council initiated the process for annexation of the Subject Property in Area 16 of LLD No. 1, and set a public hearing for consideration of the same for August 13, 2025; and

WHEREAS, after holding a public hearing, the City Council now desires to annex the territory of the landowner to existing LLD No. 1; designate the portion of the annexed territory into Area 16 of LLD No. 1 for the property, and set the levy and collection of assessments against the assessable lots and parcels of land for that portion of territory.

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

1. The above recitals are true and correct, and are hereby incorporated herein by this reference.
2. The City Council finds that the hearing on said annexation of territory and levy of assessment was held in accordance with law and all persons desiring to speak were heard, and that there was no majority protest by the property owners of the same.
3. The City Council orders the territory identified in **Exhibit 'A'** annexed into existing assessment district Kerman Landscaping and Lighting District No. 1, Area 16.
4. The hearing on said annual levy of assessment for the District was also held in accordance with law and all persons desiring to speak were heard.
5. The City Council hereby (1) finds that the public interest and convenience requires and (2) declares its intention to order the levy of and to collect assessments against the assessable lots and parcels of property identified on **Exhibit 'A'** within Area 16 of the existing assessment district designated "Kerman Landscaping and Lighting District No. 1" pursuant to the provisions of the Act, for the fiscal year commencing July 1, 2026 and ending June 30, 2027, to pay for the costs and expenses of the improvements for at the assessment rate(s) set forth in **Exhibit 'B'**. Levies may be adjusted annually for inflation by the City Council consistent with the formation documents for Kerman Landscaping and Lighting District No. 1 and the Act.

- 6. The City Council hereby determines that the territory within Area 16 of the District, whose boundaries are set forth in **Exhibit ‘A’**, will be the territory benefited by the and servicing of the improvements.
- 7. The City Council hereby orders the levy of the assessments described in said **Exhibit ‘B’**.
- 8. The City Council finds that the assessment diagram showing the property annexed into the District, be and it is hereby finally approved and confirmed as the diagram of the properties to be assessed to pay the costs of the improvements for that portion of the District, which are identified in **Exhibit ‘C’**.
- 9. The City Clerk shall file the diagram and assessment, as confirmed or certified copy thereof, with the Fresno County Auditor-Controller as required by law.
- 10. This Resolution shall be effective on August 13, 2025.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Kerman held on August 13, 2025 by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Exhibit 'A'

Boundaries to Kerman Landscaping & Lighting District No. 1, Area 16, City of Kerman, Fresno County, California

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

TRACT ONE:

Lot 17 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

TOGETHER WITH, the Northerly 25.00 feet of that parcel of land granted to the Southern Pacific Railroad Company in the Deed recorded November 16, 1888, in Book 87, Page 157 of Deeds of Fresno County, lying between the West line of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian according to the Official Plat thereof, and the Southerly extension of the West line of Lot 16 of said Fresno Irrigated Farms Co. Tract, being Parcel 2, in the Deed executed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, to Kenneth R. Boyd and Susan K. Boyd, as Trustees of the Boyd Trust dated December 23, 1999, said Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records.

TOGETHER WITH, that portion of West California Avenue, as abandoned by Resolution No. 04-76, recorded July 11, 2006, as Document No. 2006-0144355, of Official Records, which would pass by operation of Law.

ALSO TOGETHER WITH, all that portion of said land conveyed in the Grant Deed recorded June 7, 2024, as Document No. 2024-0050304, of Official Records, the land therein being described as follows:

Being a portion of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof, lying Northerly of the North Right-of-Way line of that certain parcel of land granted to the Southern Pacific Railroad Company by deed recorded November 16, 1888 in Book 87 at Page 157 of Official Records of Fresno County, and being more particularly described as follows:

BEGINNING, at the North quarter corner of said Section 14; Thence, along the North line of the Northeast quarter of said Section 14, North 89°49'20" East, 1319.72 feet to the Southerly extension of the West line of Lot 16 of the Fresno Irrigated Farms Company Tract recorded in Book 8 of Record of Surveys at Page 1, Fresno County Records;

Thence, along said Southerly extension, South 00°45'28" West, 29.70 feet to the North line of said Southern Pacific Railroad Company Right-of-Way, also being the North line of that certain Quitclaim Deed between the Union Pacific Railroad Company and Kenneth R. Boyd as recorded November 29, 2004 as Document No. 2004-0265622 of Official Records of Fresno County; Thence, along the North line of said Southern Pacific Railroad Company Right-of-Way, North 89°59'57" West, 1319.62 feet to the West line of the Northeast quarter of said Section 14; Thence, along said West line of the Northeast quarter of Section 14, North 00°38'13" East, 21.57 to the POINT OF BEGINNING.

EXCEPTING FROM, that portion lying within said Lot 17, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded June 13, 1947, in Volume 2533, Pages 185, 286 & 287 of Official Records, as Document No. 31682.

EXCEPTING FROM, that portion lying within the land conveyed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, in the Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, TOGETHER WITH, the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantees the heirs, successors or assigns of said Trust. Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantees, Grantor reserves all income (including, without limitation, rentals, license fees and royalties from any existing license and other existing rights to use the Property and renewals thereof) granted by Grantor or Grantor's predecessors in interest. Grantees agree that if Grantees receive any such income, Grantees will promptly forward the income to Grantor.

EXCEPTING FROM, those portions lying within the Northeast quarter of said Section 14, less the Southern Pacific Railroad right-of-way, all oil, gas and other hydrocarbon substances in and under said premises, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as set forth in paragraphs (a), (b), (c) and (d), in said Deed, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded January 15, 1945, in Volume 2224, Page 109 of Official Records, as Document No. 2064.

APN: 020-041-45s and 020-041-47s and Portion of APN: 020-160-36s

TRACT TWO:

Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING THEREFROM, the South 75 feet of the West 100 feet thereof, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

ALSO EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (portion)

TRACT THREE:

The South 75 feet of the West 100 feet of Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (Portion)

The property is subject to a pending map for Tract 6430, whose final map is being considered by the City Council. The boundaries of the annexation shall be comprised of lots 1-119, of the Tract 6430. The boundaries of Tract 6430 are depicted as set forth in Exhibit C.

Exhibit 'B'

<u>Lot</u>	<u>Landowner</u>	<u>Proposed Assessment</u>
1	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
2	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
3	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
4	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
5	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
6	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
7	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
8	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
9	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
10	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
11	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
12	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
13	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
14	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14

<u>Lot</u>	<u>Landowner</u>	<u>Proposed Assessment</u>
15	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
16	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
17	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
18	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
19	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
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<u>Lot</u>	<u>Landowner</u>	<u>Proposed Assessment</u>
30	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
31	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
32	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
33	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
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43	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
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<u>Lot</u>	<u>Landowner</u>	<u>Proposed Assessment</u>
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84	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
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90	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
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<u>Lot</u>	<u>Landowner</u>	<u>Proposed Assessment</u>
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109	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
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117	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
118	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$187.14
119	WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999	\$5,729.39

WFK Holdings LLC

August 4, 2025

WFK Holdings LLC
275 S Madera Ave Ste. 100
Kerman, CA 93630

**RE: Petition (Including Consent And Waiver) Requesting Annexation To Kerman
Landscape and Lighting District No. 1 (Tentative Tract Map No. 6430)**

Dear City Council of the City of Kerman:

The undersigned landowner does hereby certify under penalty of perjury that the following statements are all true and correct:

1. The undersigned is authorized to represent the landowner identified below and is its designated representative to request and petition the City Council (the “Council”) of the City of Kerman (the “City”) for annexation to Kerman Landscape and Lighting District No. 1 (“District No. 1”) pursuant to the provisions of Landscaping and Lighting Act of 1972 (“Act”), commencing at California Streets and Highways Code section 22500 *et seq.*, and to authorize certain other consents and waivers contained herein. The boundaries of the territory to be annexed are described on Exhibit “A” hereto and by this reference incorporated herein.

2. The landowner hereby certifies that as of the date indicated opposite of the undersigned’s signature, the landowner listed herein is the owner of the property within the proposed annexation boundary of District No. 1, (the “Property”), which Property’s boundary is further described in Exhibit “A” hereto.

3. The landowner, pursuant to Sections 22607 and 22585 *et seq.* of the Act, hereby requests that proceedings be commenced:

(a) To annex the Property to District No. 1 for the purposes including the following:

- The installation or construction of public lighting facilities, including, but not limited to, streetlights.
- The installation or planting of landscaping includes, but not limited to, street trees, parkways, and median islands.
- The installation or construction of irrigation systems; The maintenance and servicing of any of the foregoing.

(b) To authorize the levy of assessments on the Property in accordance with the rate and method of apportionment of District No. 1 to finance the above-mentioned services, incidental expenses and fees; and

(c) To authorize the issuance of bonds for District No. 1 if applicable.

4. In accordance with the provisions of the Act, and specifically Section 22608 for annexation proceedings, resolutions, report, notices of hearing, and right of majority protest shall be waived with written consent of the owners of property within the territory to be annexed, the landowner (i) expressly waives the resolutions, report, notices of hearing, and right of majority protest, and consents to a public hearing and adoption of a Resolution by the City Council ordering annexation and levy of the Property; and (ii) expressly waives any requirement to have a ballot and majority protest proceeding per Government Code Section 53753 or as may be permitted by the Act.

5. The landowner expressly waives all applicable waiting periods for the election and waives the requirement for analysis, engineer's report, etc., and consents to not having such materials provided to the landowner, and expressly waives any requirements as to the form of the ballot.

6. The landowner acknowledges that the last levy for annexation into LLD No. 1 was in the amount of \$377.59 per lot and the assessment process for this annexation may be in an approximate similar amount and that the levy may be adjusted by the City annually consistent with the Act.

7. The undersigned warrants it is the owner of one hundred percent (100%) of the Property. The undersigned warrants that there are no liens or encumbrances on the Property in the favor of any lender, including but not limited to any deeds of trust, mortgages, leases, or liens of a similar nature.

8. The undersigned agrees to execute such additional or supplemental agreements as may be required by the City to provide for any actions and conditions under this petition, including any amount of cash deposit required to pay for the City's costs related to annexing into District No. 1.

9. The undersigned agrees to cooperate with the City, its attorneys and consultants and provide all information and disclosures required by the City regarding the assessment to purchasers of the Property or any part of it.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I hereunto set my hand this 4 day of ^{August} July 2025.

OWNER:

WFK Holdings, LLC, a California limited liability company

By: Ken Boyd
Ken Boyd, Manager

The Boyd Trust dated December 23, 1999

By: Kenneth Robert Boyd
Kenneth Robert Boyd, Trustee for the Boyd Trust dated December 23, 1999

By: Susan Kay Boyd
Susan Kay Boyd, Trustee for the Boyd Trust dated December 23, 1999

The address of the above owner for receiving notices is:

To: WFK Holdings, LLC
275 S. Madera Avenue, #100
Kerman, CA 93630
Attention: Ken Boyd
Phone: (559) 846-9362
E-mail: krbtrojan@aol.com

To: The Boyd Trust dated December 23, 1999
275 S. Madera Avenue, #100
Kerman, CA 93630
Attention: Ken Boyd
Phone: (559) 846-9362
E-mail: krbtrojan@aol.com

FILED IN THE OFFICE OF THE CITY CLERK OF THE CITY OF Kerman THIS
____ DAY OF JULY 2025.

Josie Camacho, City Clerk

EXHIBIT A

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

TRACT ONE:

Lot 17 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

TOGETHER WITH, the Northerly 25.00 feet of that parcel of land granted to the Southern Pacific Railroad Company in the Deed recorded November 16, 1888, in Book 87, Page 157 of Deeds of Fresno County, lying between the West line of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian according to the Official Plat thereof, and the Southerly extension of the West line of Lot 16 of said Fresno Irrigated Farms Co. Tract, being Parcel 2, in the Deed executed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, to Kenneth R. Boyd and Susan K. Boyd, as Trustees of the Boyd Trust dated December 23, 1999, said Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records.

TOGETHER WITH, that portion of West California Avenue, as abandoned by Resolution No. 04-76, recorded July 11, 2006, as Document No. 2006-0144355, of Official Records, which would pass by operation of Law.

ALSO TOGETHER WITH, all that portion of said land conveyed in the Grant Deed recorded June 7, 2024, as Document No. 2024-0050304, of Official Records, the land therein being described as follows:

Being a portion of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof, lying Northerly of the North Right-of-Way line of that certain parcel of land granted to the Southern Pacific Railroad Company by deed recorded November 16, 1888 in Book 87 at Page 157 of Official Records of Fresno County, and being more particularly described as follows:

BEGINNING, at the North quarter corner of said Section 14; Thence, along the North line of the Northeast quarter of said Section 14, North 89°49'20" East, 1319.72 feet to the Southerly extension of the West line of Lot 16 of the Fresno Irrigated Farms Company Tract recorded in Book 8 of Record of Surveys at Page 1, Fresno County Records; Thence, along said Southerly extension, South 00°45'28" West, 29.70 feet to the North

line of said Southern Pacific Railroad Company Right-of-Way, also being the North line of that certain Quitclaim Deed between the Union Pacific Railroad Company and Kenneth R. Boyd as recorded November 29, 2004 as Document No. 2004-0265622 of Official Records of Fresno County; Thence, along the North line of said Southern Pacific Railroad Company Right-of-Way, North 89°59'57" West, 1319.62 feet to the West line of the Northeast quarter of said Section 14; Thence, along said West line of the Northeast quarter of Section 14, North 00°38'13" East, 21.57 to the POINT OF BEGINNING.

EXCEPTING FROM, that portion lying within said Lot 17, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded June 13, 1947, in Volume 2533, Pages 185, 286 & 287 of Official Records, as Document No. 31682.

EXCEPTING FROM, that portion lying within the land conveyed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, in the Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, TOGETHER WITH, the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantees the heirs, successors or assigns of said Trust. Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantees, Grantor reserves all income (including, without limitation, rentals, license fees and royalties from any existing license and other existing rights to use the Property and renewals thereof) granted by Grantor or Grantor's predecessors in interest. Grantees agree that if Grantees receive any such income, Grantees will promptly forward the income to Grantor.

EXCEPTING FROM, those portions lying within the Northeast quarter of said Section 14, less the Southern Pacific Railroad right-of-way, all oil, gas and other hydrocarbon substances in and under said premises, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as set forth in paragraphs (a), (b), (c) and (d), in said Deed, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded January 15, 1945, in Volume 2224, Page 109 of Official Records, as Document No. 2064.

APN: 020-041-45s and 020-041-47s and Portion of APN: 020-160-36s

TRACT TWO:

Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING THEREFROM, the South 75 feet of the West 100 feet thereof, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

ALSO EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (portion)

TRACT THREE:

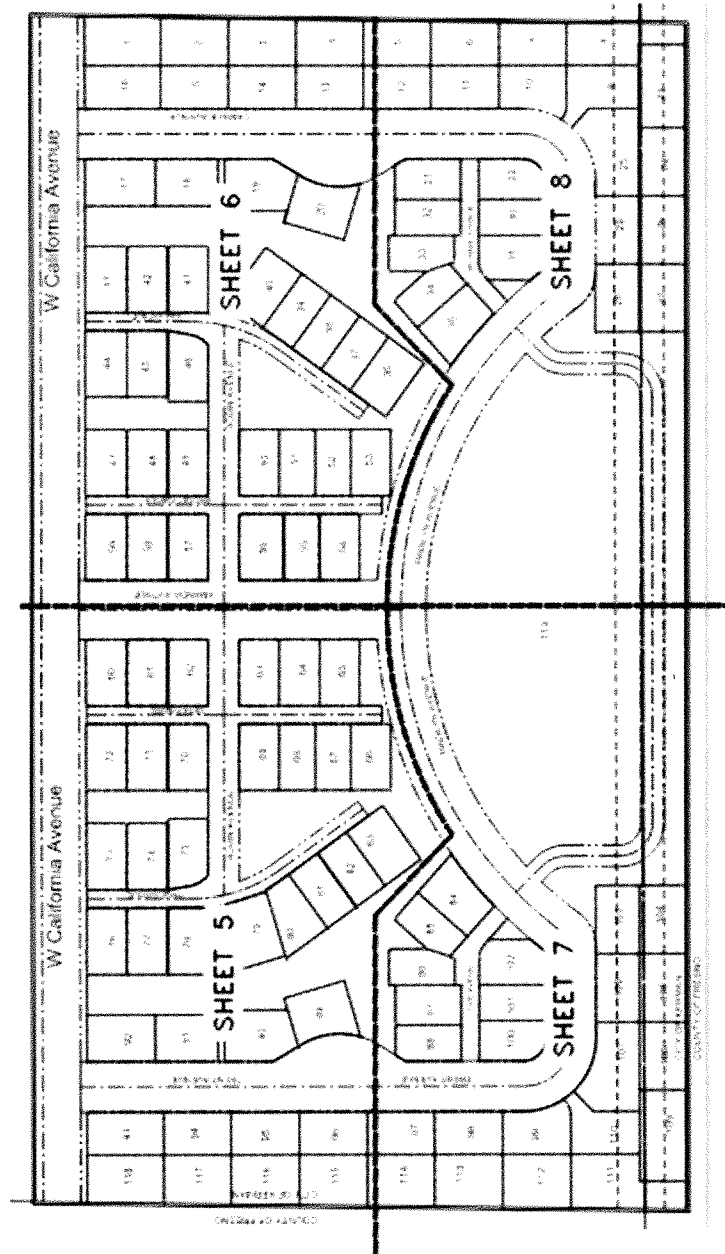
The South 75 feet of the West 100 feet of Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (Portion)

FINAL MAP NO. 6430 WHISPERING FALLS

A PLANNED DEVELOPMENT
IN THE CITY OF KERNAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 17 EAST, M.D.B. & M.
CONSISTING OF NINE SHEETS SHEET 4 OF 9 SHEETS



ACKNOWLEDGMENT

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

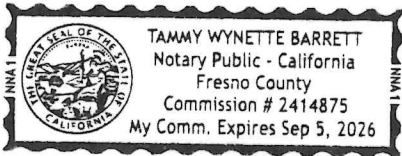
State of California
County of Fresno)

On Aug. 4, 2025 before me, Tammy Wynette Barrett, Notary Public
(insert name and title of the officer)

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

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

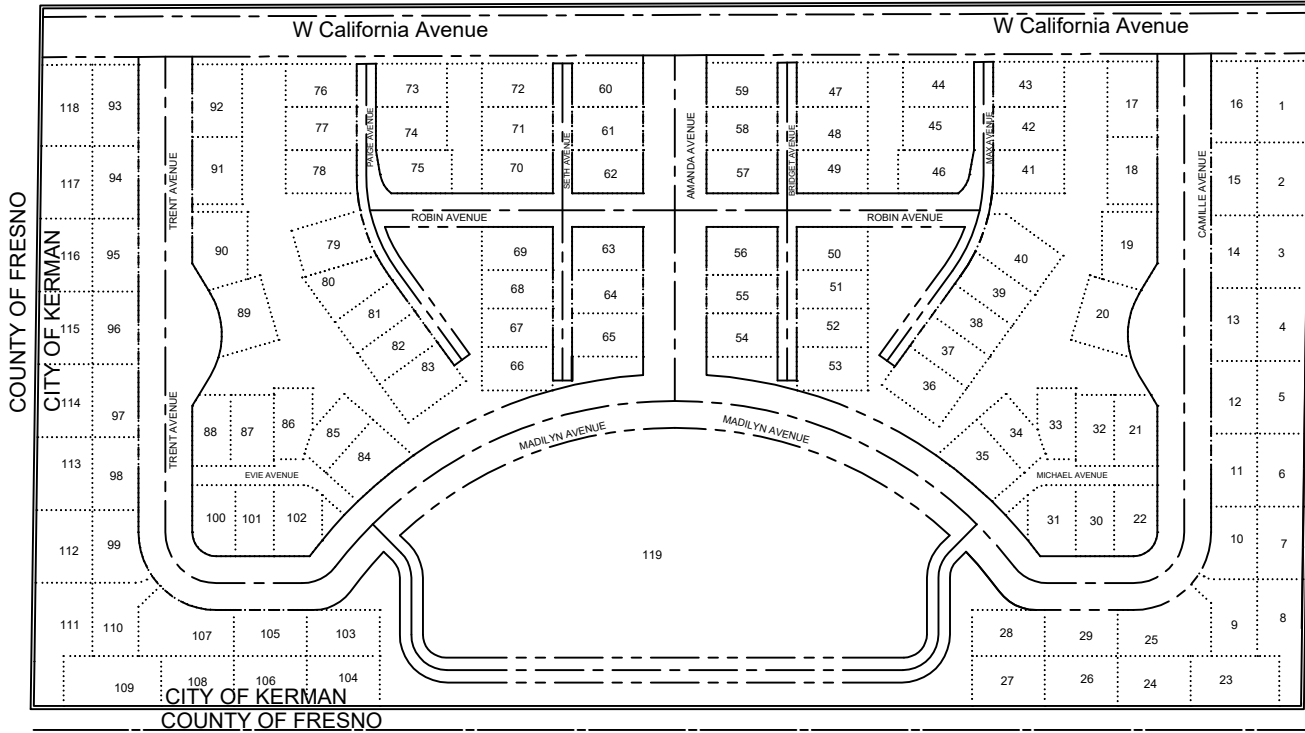
WITNESS my hand and official seal.



Signature Tammy Wynette Barrett (Seal)

TRACT 6430

Fresno Irrigated
Farms Company Tract
Bk. 8 RS Pg. 1 F.C.R.

**LEGEND**

- THE BORDER INDICATES THE LIMITS OF THE SUBDIVISION
- — — CENTERLINE
- LOT LINE
- - - - - PROPERTY LINE

DATE: 07/29/2025



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4694 WEST JACQUELYN AVENUE, FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM





STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Establishing Regular Meetings of the Kerman Public Financing Authority (JA)

RECOMMENDATION: Board of directors of the Financing Authority by motion adopt resolution establishing regular meetings and approving related actions.

EXECUTIVE SUMMARY:

The City of Kerman (the City) is planning to finance public capital improvements, anticipated to consist of a new multi-generational community resiliency center and improvements to the City's new police station. The financing will be undertaken via the issuance of long-term tax-exempt bonds via a public offering.

It is anticipated that the bonds will be issued by the Kerman Public Financing Authority (Financing Authority) pursuant to Article 4 of the Joint Exercise of Powers Act (Government Code Section 6500 et seq.), which Act authorizes two or more public agencies to create a joint exercise of powers entity which has the power to exercise any powers common to its members and to exercise additional powers granted under the Act.

Pursuant to Article 4 of the Act, approval of bonds by the Financing Authority must be done at a regular meeting of the Board of Directors. Accordingly, it is important to clarify the regular meeting schedule of the Financing Authority.

The Board of Directors will conduct regular meetings on the same date and at the same time as the meetings of the City Council of the City, in the same location as the City Council meetings are held, or such other date, time and/or location as notified to the public in accordance with the Ralph M. Brown Act (Government Code Section 54950 et seq.). No regular meetings need be held and such meetings shall be deemed automatically cancelled should the Chair of the Financing Authority determine that no business is required to be conducted by the Board at such meeting and therefore no items of the Financing Authority appear on an agenda otherwise notified to the public in accordance with the Ralph M. Brown Act.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Resolution

'Attachment A'

RESOLUTION NO. PFA 25-____

**A RESOLUTION OF THE BOARD OF DIRECTORS OF THE KERMAN PUBLIC
FINANCING AUTHORITY ESTABLISHING REGULAR MEETINGS AND APPROVING RELATED
ACTIONS**

WHEREAS, the Kerman Public Financing Authority (the "Authority") has been established pursuant to a Joint Exercise of Powers Agreement, dated as of August 15, 2007 (the "JPA Agreement"), between the City of Kerman (the "City") and the Kerman Redevelopment Agency (which was succeeded by the Successor Agency to the former Kerman Redevelopment Agency) (the "Agency"); and

WHEREAS, Section 1.03(d) of the JPA Agreement specifies that the Board of Directors of the Authority (the "Board") will hold regular meetings at the time and place as provided by resolution of the Board; and

WHEREAS, the Board wishes at this time to establish the date, hour and place of regular meetings and approve related actions;

NOW, THEREFORE, IT IS HEREBY RESOLVED by the Board of Directors of the Kerman Public Financing Authority as follows:

1. Establishment of Regular Meetings. The Board shall conduct regular meetings on the same date and at the same time as the meetings of the City Council of the City, in the same location as the City Council meetings are held, or such other date, time and/or location as notified to the public in accordance with the Ralph M. Brown Act (Government Code Section 54950 et seq.). Notwithstanding the foregoing, no regular meetings need be held and such meetings shall be deemed automatically cancelled should the Chair determine that no business is required to be conducted by the Board at such meeting and therefore no items of the Authority appear on an agenda otherwise notified to the public in accordance with the Ralph M. Brown Act.
2. Repealer. Any prior resolutions of the Board setting any other regular meeting schedule for the Authority are hereby repealed.
3. Official Actions. The Chair, Executive Director, Chief Financial Officer and Secretary of the Authority are each authorized and directed on behalf of the Authority to execute any documents and make any filings, which they or any of them deem necessary or appropriate in order to reflect the current regular meeting schedule, membership of the Board and officers of the Authority, including without limitation the filing of updates with the California Secretary of State related thereto.
4. Effective Date. This resolution shall take effect upon its adoption.

The foregoing resolution was adopted by the Board of Directors of the Kerman Public Financing Authority this 13th day of August, 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: John Jansons, City Manager
Josefina Alvarez, Finance Director

SUBJECT: Resolution Authorizing Assignment of Lease from City of Kerman to the Kerman Public Financing Authority for 942 South Madera Avenue (JAJ), (JA)

RECOMMENDATION: Council by motion adopt resolution approving assignment of lease of 942 South Madera Avenue from the City of Kerman to the Kerman Public Financing Authority for the purpose of facilitating the capital projects funding program of the City.

EXECUTIVE SUMMARY:

The City of Kerman (City) owns real property located at 942 South Madera Avenue and currently leases that property to Valley Health Team for dental and medical offices.

The current capital financing project underway by the City requires certain City assets be pledged as security for the financing issuance. The City property at 942 South Madera is included in that program and the current lease with Valley Health Team is recommended to be assigned to the Kerman Public Financing Authority (Authority) to secure the financing.

The Resolution (**Attachment 'A'**) and Assignment of Lease (**Exhibit '1'**) will authorize the City Manager to assign the lease on behalf of the City and to accept the assignment as Executive Director of the Authority for the real property leasehold interest of 942 South Madera Avenue.

COORDINATION AND REVIEW:

The recommendation has been coordinated with Bond Counsel and has been approved by the City Attorney.

FISCAL IMPACT:

The recommended action is necessary to secure project financing and poses no negative fiscal impact to the City or Authority.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 25-__

**A RESOLUTION OF THE CITY OF KERMAN AND THE KERMAN PUBLIC FINANCING AUTHORITY
APPROVING ASSIGNMENT OF LEASE OF 942 SOUTH MADERA AVENUE TO FACILITATE
CAPITAL PROJECTS FINANCING STRATEGY**

WHEREAS, the City of Kerman (the "City") and the Kerman Public Financing Authority (the "Authority"), are a joint exercise of powers authority organized and existing under the laws of the State of California; and

WHEREAS, the Authority has authorized the issuance of the Bonds under an Indenture of Trust dated as of October 1, 2025 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee"), for the purpose of providing funds to enable the Authority to pay a lease payment to the City in accordance with a Site Lease; and

WHEREAS, in order to provide revenues sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease property that is the subject of the Site Lease, which includes the Leased Property, back to the City under a Lease Agreement dated as of October 1, 2025 (the "Leaseback Agreement") under which the City agrees to make semiannual Lease Payments as rent for certain parcels of real property, which includes the Leased Property; and

WHEREAS, the office building portion of the Leased Property is currently subject to a Lease Agreement dated as of October 1, 2010 (the "VHT Lease"), by and between the City, as lessor, and Valley Health Team, Inc., as tenant; and

WHEREAS, the Authority has requested the City to enter into this Assignment for the purpose of assigning certain of its rights under the VHT Lease, including any amendments or extensions thereto entered into so long as the Bonds are outstanding, to the Authority, for the benefit of the Bond owners, and to facilitate the financing structure.

NOW, THEREFORE, the City Council of the City of Kerman and the Kerman Public Financing Authority does hereby resolve as follows:

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

Section 2: The City hereby assigns to the Authority, for the benefit of the owners of the Bonds, all of the City's rights under the VHT Lease, including but not limited to:

- (a) the right to receive and collect all of the lease payments from the VHT under the VHT Lease, and

- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property, and
- (c) the right to exercise such rights and remedies conferred on the Authority under the VHT Lease as may be necessary or convenient (i) to enforce payments due under the VHT Lease.

Section 3: The Authority and the City acknowledge and agree that, as contemplated by the Leaseback Agreement, the City shall continue to administer the VHT Lease and shall have the right to make any amendments or extensions thereto, which administration, amendments and extensions, if any, shall all be for the benefit of the Authority and not adverse to the owners of the Bonds, so long as the Bonds are outstanding.

Section 4: The Authority may at any time assign its rights under this Assignment to the Trustee to enable the Trustee to administer all of the rights assigned to it by the Authority in accordance with the provisions of the Indenture and an assignment by the Authority to the Trustee of the Leaseback Agreement, for the benefit of the owners of Bonds. Such assignment to the Trustee, if and when made, shall be irrevocable so long as the Bonds are outstanding.

Section 5: The Authority hereby accepts the assignments made herein for the purpose of securing the payments due on the Bonds.

Section 6: This Assignment may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement.

Section 7. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman and the Kerman Public Financing Authority at a regular meeting held on the 13th day of August 2025, by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

ASSIGNMENT OF LEASE

This ASSIGNMENT OF LEASE (this "Assignment"), dated for convenience as of October 1, 2025, is between the CITY OF KERMÁN (the "City") and the KERMÁN PUBLIC FINANCING AUTHORITY, a joint exercise of powers authority organized and existing under the laws of the State of California (the "Authority").

The City is proceeding to finance public capital improvements through the issuance by the Authority of 2025 Lease Revenue Bonds (the "Bonds"), which requires the City to lease its real property in the City known as 942 S Madera Avenue (the "Leased Property") to the Authority under a Site Lease dated as of October 1, 2025 (the "Site Lease").

The Authority has authorized the issuance of the Bonds under an Indenture of Trust dated as of October 1, 2025 (the "Indenture"), between the Authority and U.S. Bank Trust Company, National Association, as trustee (the "Trustee") for the purpose of providing the funds to enable the Authority to pay a lease payment to the City in accordance with a Site Lease.

In order to provide revenues which are sufficient to enable the Authority to pay debt service on the Bonds, the Authority has agreed to lease property which is the subject of the Site Lease, which includes the Leased Property, back to the City under a Lease Agreement dated as of October 1, 2025 (the "Leaseback Agreement") under which the City agrees to pay semiannual Lease Payments as the rental for the certain parcels of real property, which includes the Leased Property.

The office building portion of the Leased Property is currently subject to a Lease Agreement dated as of October 1, 2010 (the "VHT Lease") by and between the City, as lessor, and Valley Health Team, Inc., as tenant.

The Authority has requested the City to enter into this Assignment for the purpose of assigning certain of its rights under the VHT Lease, including any amendments or extensions thereto entered into so long as the Bonds are outstanding, to the Authority for the benefit of the Bond owners, to facilitate the financing structure.

In consideration of the material agreements contained in the Site Lease, Leaseback Agreement and Indenture and this Assignment, the parties hereto hereby formally covenant, agree and bind themselves as follows:

1. The City hereby assigns to the Authority, for the benefit of the owners of the Bonds, all of the City's rights under the VHT Lease, including but not limited to:

- (a) the right to receive and collect all of the lease payments from the VHT under the VHT Lease,
- (b) the right to receive and collect any proceeds of any insurance maintained thereunder with respect to the Leased Property, or any eminent domain award (or proceeds of sale under threat of eminent domain) paid with respect to the Leased Property, and

- (c) the right to exercise such rights and remedies conferred on the Authority under the VHT Lease as may be necessary or convenient
- (i) to enforce payments due under the VHT Lease.

2. The Authority and the City acknowledge and agree that, as contemplated by the Leaseback Agreement, the City shall continue to administer the VHT Lease and shall have the right to make any amendments or extensions thereto, which administration, amendments and extensions, if any, shall all be for the benefit of the Authority and not adverse to the owners of the Bonds, so long as the Bonds are outstanding.

3. The Authority may at any time assign its rights under this Assignment to the Trustee to enable the Trustee to administer all of the rights assigned to it by the Authority in accordance with the provisions of the Indenture and an assignment by the Authority to the Trustee of the Leaseback Agreement, for the benefit of the owners of Bonds. Such assignment to the Trustee, if and when made, shall be irrevocable so long as the Bonds are outstanding.

4. The Authority hereby accepts the assignments made herein for the purpose of securing the payments due on the Bonds.

5. This Assignment may be executed in any number of counterparts, each of which is an original and all together constitute one and the same agreement.

IN WITNESS WHEREOF, the parties have executed this Assignment by their duly authorized officers as of the day and year first written above.

KERMAN PUBLIC FINANCING AUTHORITY

By: _____
John Jansons
Executive Director

CITY OF KERMAN

By: _____
John Jansons
City Manager

APPROVED AS TO FORM:

Hilda Cantu Montoy, CITY / AUTHORITY ATTORNEY



STAFF REPORT

MEETING DATE: August 13, 2025

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Approving Final Map, Subdivision Agreement, Right-to-Farm Covenant, Landscape and Lighting District Covenant, Temporary Storm Drainage Basin Covenant and Accepting Dedication of Right-of-Way for Public Street and Utility Purposes for Tract No. 6430 (JG)

RECOMMENDATION: Council by motion adopt resolution pertaining to Tract No. 6430 as follows:

1. Approving Final Map and Subdivision Agreement
2. Approving Covenant Acknowledging Right To Farm Law
3. Approving Covenant Accepting Annexation into Landscape and Lighting District No. 1
4. Approving Covenant and Agreement for Temporary Storm Drainage Basin Use
5. Accepting Dedication of Right-of-Way for Public Street and Utility Purposes over a portion of APN 020-160-18S
6. Authorizing the Mayor and City Manager to sign the Subdivision Agreement and Covenants as appropriate.

EXECUTIVE SUMMARY:

WFK Holdings, LLC (WFK), submitted Tentative Subdivision Map No. 2023-01 (TSM 2023-01), proposing to subdivide approximately 21.89 acres located at the southeast corner of the California and Modoc Avenues alignments intersection. TSM 2023-01 consists of one hundred and eighteen (118) single-family residential lots and one (1) lot for future development of fifty-four multi-family residential units. TSM 2023-01 was approved by the Planning Commission on July 15, 2024, and City Council on September 25, 2024.

In the time since approval of TSM 2023-01, WFK has submitted Final Map No. 6430 (FM 6430) improvement plans, and required supplemental technical documents for the subdivision as well as undergone the Fresno Local Agency Formation Commission's annexation process for expanding the City of Kerman's (the City) limits to encompass the subdivision. The final map and plans have been reviewed and deemed technically correct by City Staff. Staff recommends Council approve the final map and accept its dedications for public use.

In order for the FM 6430 to be approved and subsequently recorded, WFK is required to enter into a subdivision agreement with the City. The subdivision agreement requires WFK to post improvement and warranty securities in favor of the City, as required by Government Code Section 66462, to ensure completion of the improvements. The basis for these securities is the

total estimated cost for all public improvements required to be completed by the developer to satisfy the conditions of approval for TSM 2023-01. In addition, the subdivision agreement specifies the development impact fees to be paid by WFK and the timing of collection by the City. Substantial completion (i.e. all utilities completed and tested, streets paved, street lighting installed, and any other improvements necessary to protect public health, safety, and welfare) of the improvements is required by December 31, 2026. No certificates of occupancy for homes within the subdivision will be granted until the improvements are deemed substantially complete by the City Engineer.

A policy of the City of Kerman is to preserve, protect and encourage development of its agricultural land and industries. Consistent with its policy, FM 6430 is subject to a condition of approval for recordation of a Right-to-Farm covenant. The covenant ensures FM 6430 is not developed, used, or maintained in such a way as to adversely affect adjoining properties. Additionally, it serves as disclosure to future buyers of inconveniences and discomforts resulting from normal farming activities affecting properties adjoining FM 6430. Approval of the covenant will result in its recordation for running parallel with FM 6430.

FM 6430 is subject to conditions of approval for installation of streetlights, landscaping and irrigation (improvements) in the California Avenue landscape strip and street median islands right-of-way. The City's Landscaping and Lighting District (LLD) No. 1 maintains said improvements and pays for electrical costs related to their operations. As such, the conditions of approval also require WFK to annex the subdivision into LLD No. 1. The LLD annexation underwent an initiation process, approved by Council on July 9, 2025, for establishing improvements maintenance costs to each lot within FM 6430. The next LLD annexation step is for Council, by way of a separate agenda item, to confirm the costs and order FM 6430 annexation into LLD No. 1. FM 6430 is subject to a condition of approval for recordation of a LLD covenant. The covenant ensures FM 6430 is annexed into LLD No. 1 per the LLD annexation process, and serves as disclosure to future buyers of said requirements. Approval of the covenant will result in its recordation for running parallel with FM 6430.

Currently, there is no master-planned storm drainage basin or pipeline (drainage facilities) to serve FM 6430. As such, the conditions of approval require WFK to construct a temporary storm drainage basin (temporary basin) for storage of its run-off. When future development constructs drainage facilities, FM 6430 storm drain pipelines will connect to said facilities. When this occurs, the temporary basin will no longer be necessary. To ensure that the temporary basin is backfilled at that time, and maintained in the interim, WFK is required to enter into a basin covenant and agreement with the City. Lum Family Enterprises (Lum) is an additional party to the basin covenant and agreement as the owner of the APN 020-160-18S portion of land over which the temporary basin will be situated. Approval of the covenant will result in its recordation for running parallel with FM 6430.

The subdivision's location at the southwest corner of the city limits requires it be solely served from the east by California Avenue until future development of Modoc Avenue. As such, the conditions of approval require WFK to construct California Avenue to city collector street standards. The improvements will exclude sidewalk, ADA ramps, landscape, irrigation, and block wall behind the California Avenue northside curb alignment. The required improvements

extend beyond the limits of FM 6430 and therefore necessitate additional right-of-way dedication. WFK has coordinated with Lum and obtained agreement on dedication of a 33.28 foot-wide portion of APN 020-160-18S, adjacent to and spanning the northern limits of FM 6430. Acceptance of the right-of-way dedication will allow for construction of necessary California Avenue improvements and future maintenance by the City upon taking ownership once final acceptance is issued to WFK.

FISCAL IMPACT:

Permit fees will be collected prior to issuance of grading permit. Development impact fees due for each residential unit constructed will be collected at the date of certificate of occupancy issuance for each unit. TSM 2023-01 was approved as a Tentative Subdivision Map, not a Vesting Map. For that reason FM 6430 development impact fees may be adjusted and will be paid at the rate in effect at the time of collection. All other fees will be paid prior to recordation of the Final Map.

ATTACHMENTS:

- A. Final Map No. 6430
- B. Resolution

Attachment 'A'

RESOLUTION NO. 25-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA,
APPROVING FINAL MAP, SUBDIVISION AGREEMENT, RIGHT-TO-FARM COVENANT,
LANDSCAPE AND LIGHTING DISTRICT COVENANT, TEMPORARY STORM DRAINAGE BASIN
COVENANT AND ACCEPTING DEDICATION OF RIGHT-OF-WAY FOR PUBLIC STREET AND
UTILITY PURPOSES FOR TRACT NO. 6430**

WHEREAS, Tentative Subdivision Map No. 2023-01, was approved by the Planning Commission on July 15, 2024, and the City Council on September 25, 2024; and

WHEREAS, WFK Holdings, LLC ("Owner") has submitted an application for a Final Map for Tract No. 6430; and

WHEREAS, all the certificates which appear on the map (except the approval certificate of the City Council of the City of Kerman and the recording certificate of the Recorder of the County of Fresno) have been signed and acknowledged; and

WHEREAS, the City Council has considered the application for Final Map for Tract No. 6430 under the Subdivision Map Act, Subdivision Ordinance of the City of Kerman, and proofs and evidence offered including the recommendations of the City Engineer, the City Surveyor, the Community Development Director, and the City Planning Commission; and

WHEREAS, the City Council has found that the proposed subdivision together with provisions for its design and improvement, is consistent with the General Plan of the City of Kerman and that none of the grounds for denial set forth in subdivisions (a) through (g) of Section 66474 of the Government Code exist with respect to said subdivision; and

WHEREAS, Owner whose signatures appear on the map have offered for dedication certain streets and public utility easements as shown and delineated on said map; and

WHEREAS, a Subdivision Agreement is necessary for assurance of improvements construction completion and collection of applicable development impact fees; and

WHEREAS, a Right-to-Farm covenant is necessary for assurance development use and maintenance does not adversely affect adjoining properties and serving as disclosure to future buyers of inconveniences and discomforts resulting from normal farming activities affecting properties adjoining the development; and

WHEREAS, a landscaping and lighting district (LLD) covenant is necessary for annexing the development into LLD No. 1 and carrying with it requirements of the annexation process and serving as disclosure future buyers of said requirements; and

WHEREAS, a temporary storm drainage covenant is necessary for imposing requirements onto the covenantors for maintenance and future abandonment of said basin; and

WHEREAS, acceptance of Lum Family Enterprises right-of-way dedication over a portion of APN 020-160-18S is necessary for construction and future maintenance of California Avenue improvements.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES AS FOLLOWS:

1. The Council finds that the map is in substantial compliance with said tentative map, any deviations therefrom being deemed to be approved by the Council.
2. The Final Map for Tract No. 6430, consisting of nine (9) sheets, a copy of which is on file with the City Clerk, is hereby approved and the City Clerk is authorized and directed to provide for the recording of said Final Map subject to requirements set forth in the Subdivision Agreement for Final Map of Tract 6430 ("Subdivision Agreement").
3. The offers of dedication of easements for public use made on the Final Map for Tract No. 6430 are hereby accepted on behalf of the public unless it is stated on the Final Map that said dedications are subject to acceptance of Owner installed public improvements, subject to complete compliance with Government Code Sections 66492 and 66493 of the Subdivision Map Act prior to release of the map for recordation.
4. The Subdivision Agreement between the City of Kerman and WFK Holdings, LLC , and The Boyd Trust dated December 23, 1999, a copy of which is attached hereto as **Exhibit '1'**, is hereby approved and the Mayor is authorized to sign said Agreement. As to the Impact Fees referenced in the Subdivision Agreement as **Exhibit 'B'** thereof, TSM 2023-01 was approved as a Tentative Subdivision Map and not as a Vesting Map. For that reason, the fees to be paid will be those in effect at the time of collection.
5. The Right-to-Farm covenant between the City of Kerman and WFK Holdings, LLC and The Boyd Trust dated December 23, 1999,, a copy of which is attached hereto as **Exhibit '2'**, is hereby approved and the City Manager is authorized to sign said Agreement.
6. The landscaping and lighting district covenant between the City of Kerman and WFK Holdings, LLC and The Boyd Trust dated December 23, 1999,, a copy of which is attached hereto as **Exhibit '3'**, is hereby approved and the City Manager is authorized to sign said Agreement.
7. The temporary storm drainage covenant between the City of Kerman and WFK Holdings, LLC , The Boyd Trust dated December 23, 1999, and Lum Family Enterprises, a copy of which is attached hereto as **Exhibit '4'**, is hereby approved and the Mayor is authorized to sign said Agreement.

8. The Lum Family Enterprises' offers of dedication of easements for public use, made by separate instrument, a copy of which is attached hereto as **Exhibit '5'**, is hereby accepted on behalf of the public.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 13th day of August, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

FINAL MAP NO. 6430 WHISPERING FALLS

A PLANNED DEVELOPMENT
IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11 AND NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14
SOUTH, RANGE 17 EAST, M.D.B. & M.

CONSISTING OF NINE SHEETS SHEET 1 OF 9 SHEETS

OWNER'S STATEMENT

THE UNDERSIGNED BEING ALL PARTIES HAVING ANY RECORD TITLE INTEREST IN THE LAND WITHIN THIS SUBDIVISION, HEREBY CONSENT TO THE PREPARATION AND RECORDATION OF THIS MAP AND OFFER FOR DEDICATION FOR PUBLIC USE THE PARCELS OF LAND AND EASEMENTS SPECIFIED ON SAID MAP AS INTENDED FOR PUBLIC USE FOR THE PURPOSES SPECIFIED THEREIN.

KENNETH ROBERT BOYD AND SUSAN KAY BOYD,
AS TRUSTEES OF THE BOYD TRUST DATED DECEMBER 23, 1999.

BY: KENNETH ROBERT BOYD TRUSTEE

BY: SUSAN KAY BOYD TRUSTEE

WFK HOLDINGS, LLC, A CALIFORNIA LIMITED LIABILITY COMPANY

BY: KEN BOYD MANAGER

RIGHT-TO-FARM STATEMENT

THIS MAP PROVIDES NOTICE TO EACH PURCHASER THAT THERE ARE PRE-EXISTING AGRICULTURAL OPERATIONS ON ADJACENT OR NEIGHBORING PARCELS, AND THAT THESE AGRICULTURAL OPERATIONS MAY EMIT NOISE, DUST, ODOR, AND MAY OCCASIONALLY USE FERTILIZERS, PESTICIDES AND HERBICIDES IN THE NORMAL PURSUIT OF AGRICULTURAL OPERATIONS. PURCHASERS OR RESIDENTS OF THIS SUBDIVISION SHALL NOT HAVE THE RIGHT TO LODGE COMPLAINTS FOR DUST, NOISE, ODOR, OR OTHER DESCRIPTIONS ASSOCIATED WITH THE TRADITIONAL AGRICULTURAL OPERATIONS SO LONG AS THOSE OPERATIONS ARE CONDUCTED IN ACCORDANCE WITH THE REGULATIONS, RULES AND GUIDELINES OF THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA, AND THE UNITED STATES OF AMERICA.

CITY ENGINEER'S STATEMENT

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

CITY ENGINEER OF THE CITY OF KERMAN

BY: JESUS GONZALEZ R.C.E. 7 8084
CITY ENGINEER

DATE: _____



COMMUNITY DEVELOPMENT DIRECTOR STATEMENT

I HEREBY CERTIFY THAT THIS MAP SUBSTANTIALLY CONFORMS TO THE TENTATIVE MAP AS CONDITIONALLY APPROVED BY THE PLANNING COMMISSION ON JULY 15, 2024.

JERRY JONES _____ DATE _____
COMMUNITY DEVELOPMENT DIRECTOR

Attachment 'A'

CITY CLERK'S CERTIFICATE

I HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF KERMAN BY THE RESOLUTION ADOPTED ON _____, 2025, APPROVED THE WITHIN MAP AND ACCEPTED, ON BEHALF OF THE PUBLIC, ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION, AND ABANDONED THE RIGHT OF WAY FOR MODOC AVENUE.

BY: JOSIE CAMACHO - CITY CLERK

DATE: _____

RECORDER'S CERTIFICATE

DOCUMENT NO. _____

FILED THIS _____ DAY OF _____, 2025, AT _____ M. IN
VOLUME _____ OF PLATS AT PAGES _____ THROUGH _____ INCLUSIVE, FRESNO
COUNTY RECORDS, AT THE REQUEST OF LARS ANDERSEN AND ASSOCIATES INC.

FEES: \$ _____
PAUL DICTOS
FRESNO COUNTY RECORDER

BY: _____
DEPUTY COUNTY RECORDER

SURVEYOR'S STATEMENT

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES AT THE REQUEST OF WHISPERING FALLS DEVELOPMENT LLC, ON JULY 09, 2024. I HEREBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE DECEMBER 31, 2025, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

DATED THIS _____ DAY OF _____, 2025

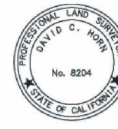
DAN ZOLDAK L.S. 9279 DATE
EXP. 09/30/26

CITY LAND SURVEYOR'S STATEMENT

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

DATED THIS _____ DAY OF _____, 2025

DAVID C. HORN L.S. 8204



LEGAL DESCRIPTION

The land referred to herein is situated in the state of California, County of Fresno Unincorporated Area and described as follows:

TRACT ONE:

Lot 17 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

TOGETHER WITH, the Northerly 25.00 feet of that parcel of land granted to the Southern Pacific Railroad Company in the Deed recorded November 16, 1888, in Book 87, Page 157 of Deeds of Fresno County, lying between the West line of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian according to the Official Plat thereof, and the Southerly extension of the West line of Lot 16 of said Fresno Irrigated Farms Co. Tract, being Parcel 2, in the Deed executed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, to Kenneth R. Boyd and Susan K. Boyd, as Trustees of the Boyd Trust dated December 23, 1999, said Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records.

TOGETHER WITH, that portion of West California Avenue, as abandoned by Resolution No. 04-76, recorded July 11, 2006, as Document No. 2006-0144355, of Official Records, which would pass by operation of Law.

ALSO TOGETHER WITH, all that portion of said land conveyed in the Grant Deed recorded June 7, 2024, as Document No. 2024-0050304, of Official Records, the land therein being described as follows:

Being a portion of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof, lying Northerly of the North Right-of-Way line of that certain parcel of land granted to the Southern Pacific Railroad Company by deed recorded November 16, 1888 in Book 87 at Page 157 of Official Records of Fresno County, and being more particularly described as follows:

BEGINNING, at the North quarter corner of said Section 14; Thence, along the North line of the Northeast quarter of said Section 14, North 89°49'20" East, 1319.72 feet to the Southerly extension of the West line of Lot 16 of the Fresno Irrigated Farms Company Tract recorded in Book 8 of Record of Surveys at Page 1, Fresno County Records; Thence, along said Southerly extension, South 00°45'28" West, 29.70 feet to the North line of said Southern Pacific Railroad Company Right-of-Way, also being the North line of that certain Quitclaim Deed between the Union Pacific Railroad Company and Kenneth R. Boyd as recorded November 29, 2004 as Document No. 2004-0265622 of Official Records of Fresno County; Thence, along the North line of said Southern Pacific Railroad Company Right-of-Way, North 89°59'57" West, 1319.82 feet to the West line of the Northeast quarter of said Section 14; Thence, along said West line of the Northeast quarter of Section 14, North 00°38'13" East, 21.57 to the POINT OF BEGINNING.

EXCEPTING FROM, that portion lying within said Lot 17, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded June 13, 1947, in Volume 2533, Pages 185, 286 & 287 of Official Records, as Document No. 31682.

EXCEPTING FROM, that portion lying within the land conveyed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, in the Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights therein.

TOGETHER WITH, the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantees the heirs, successors or assigns of said Trust. Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantees, Grantor reserves all income (including, without limitation, rentals, license fees and royalties from any existing license and other existing rights to use the Property and renewals thereof) granted by Grantor or Grantor's predecessors in interest. Grantees agree that if Grantees receive any such income, Grantees will promptly forward the income to Grantor.

EXCEPTING FROM, those portions lying within the Northeast quarter of said Section 14, less the Southern Pacific Railroad right-of-way, all oil, gas and other hydrocarbon substances in and under said premises, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as set forth in paragraphs (a), (b), (c) and (d), in said Deed, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded January 15, 1945, in Volume 2224, Page 109 of Official Records, as Document No. 2064.

TRACT TWO:

Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING THEREFROM, the South 75 feet of the West 100 feet thereof, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

ALSO EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312.

TRACT THREE:

The South 75 feet of the West 100 feet of Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312.

SOILS REPORT CERTIFICATE

A SOILS REPORT PREPARED FOR THIS TRACT BY SALEM ENGINEERING GROUP, INC., SIGNED BY R. SAMMY SALEM, RCE 52762/RGE 2549, DATED JULY 11, 2022 AS REPORT NO. 1-222-0579 HAS BEEN PLACED ON FILE WITH THE CITY OF KERMAN.

SUBDIVISION AGREEMENT NOTE

A MEMORANDUM OF SUBDIVISION AGREEMENT IS RECORDED AS DOCUMENT NO. _____ OF OFFICIAL RECORDS OF FRESNO COUNTY.



LARS ANDERSEN AND ASSOCIATES, INC.
CIVIL ENGINEERS - LAND SURVEYORS - PLANNERS
4630 WEST JACQUELYN AVENUE SUITE 119 FRESNO, CA 93722
559 276-2790 FAX 559 276-0850 EMAIL LARSANDERSEN.COM

FINAL MAP NO. 6430 WHISPERING FALLS

A PLANNED DEVELOPMENT
IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11 AND NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14
SOUTH, RANGE 17 EAST, M.D.B. & M.
CONSISTING OF NINE SHEETS SHEET 2 OF 9 SHEETS

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA S.S.
COUNTY OF FRESNO

ON THIS _____ DAY OF _____, 2025, BEFORE ME, _____,
A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
KENNETH ROBERT BOYD AND SUSAN KAY BOYD, PERSONALLY
KNOWN TO ME (OR PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE
PERSONS WHOSE NAMES ARE SUBSCRIBED TO THE WITHIN INSTRUMENT, AND
ACKNOWLEDGED TO ME THAT THEY EXECUTED THE SAME IN THEIR AUTHORIZED CAPACITIES,
AND THAT BY THEIR SIGNATURES ON THE INSTRUMENT THE PERSONS, OR THE ENTITY UPON
BEHALF OF WHICH THE PERSONS ACTED, EXECUTED THE INSTRUMENT.

WITNESS MY HAND.

SIGNATURE OF NOTARY : _____

PRINT NAME OF NOTARY : _____

IN THE COUNTY OF : _____

MY COMMISSION NUMBER : _____

MY COMMISSION EXPIRES : _____

NOTARY ACKNOWLEDGEMENT

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

STATE OF CALIFORNIA S.S.
COUNTY OF FRESNO

ON THIS _____ DAY OF _____, 2025, BEFORE ME, _____,
A NOTARY PUBLIC, IN AND FOR SAID COUNTY AND STATE, PERSONALLY APPEARED
KEN BOYD, PERSONALLY KNOWN TO ME (OR PROVED TO ME
ON THE BASIS OF SATISFACTORY EVIDENCE) TO BE THE PERSON WHOSE NAME IS
SUBSCRIBED TO THE WITHIN INSTRUMENT, AND ACKNOWLEDGED TO ME THAT HE EXECUTED
THE SAME IN HIS AUTHORIZED CAPACITY, AND THAT BY HIS SIGNATURE ON THE INSTRUMENT
THE PERSON, OR THE ENTITY UPON BEHALF OF WHICH THE PERSON ACTED, EXECUTED THE
INSTRUMENT.

WITNESS MY HAND.

SIGNATURE OF NOTARY : _____

PRINT NAME OF NOTARY : _____

IN THE COUNTY OF : _____

MY COMMISSION NUMBER : _____

MY COMMISSION EXPIRES : _____

FINAL MAP NO. 6430 WHISPERING FALLS

A PLANNED DEVELOPMENT
IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11 AND NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14
SOUTH, RANGE 17 EAST, M.D.B. & M.
CONSISTING OF NINE SHEETS SHEET 3 OF 9 SHEETS

Notes

1. THE SOURCE OF WATER SUPPLY SHALL BE THE CITY OF KERMAN.
2. RIGHT OF WAY FOR MODOC AVENUE DEDICATED PER FRESNO IRRIGATION FARMS COMPANY TRACT BK. 8 RS PG. 1 F.C.R. IS ABANDONED WITHIN THE LIMITS OF THIS SUBDIVISION BY THIS MAP IN ACCORDANCE WITH SEC. 86499.20.2 OF THE SUBDIVISION MAP ACT.

Basis of Bearings

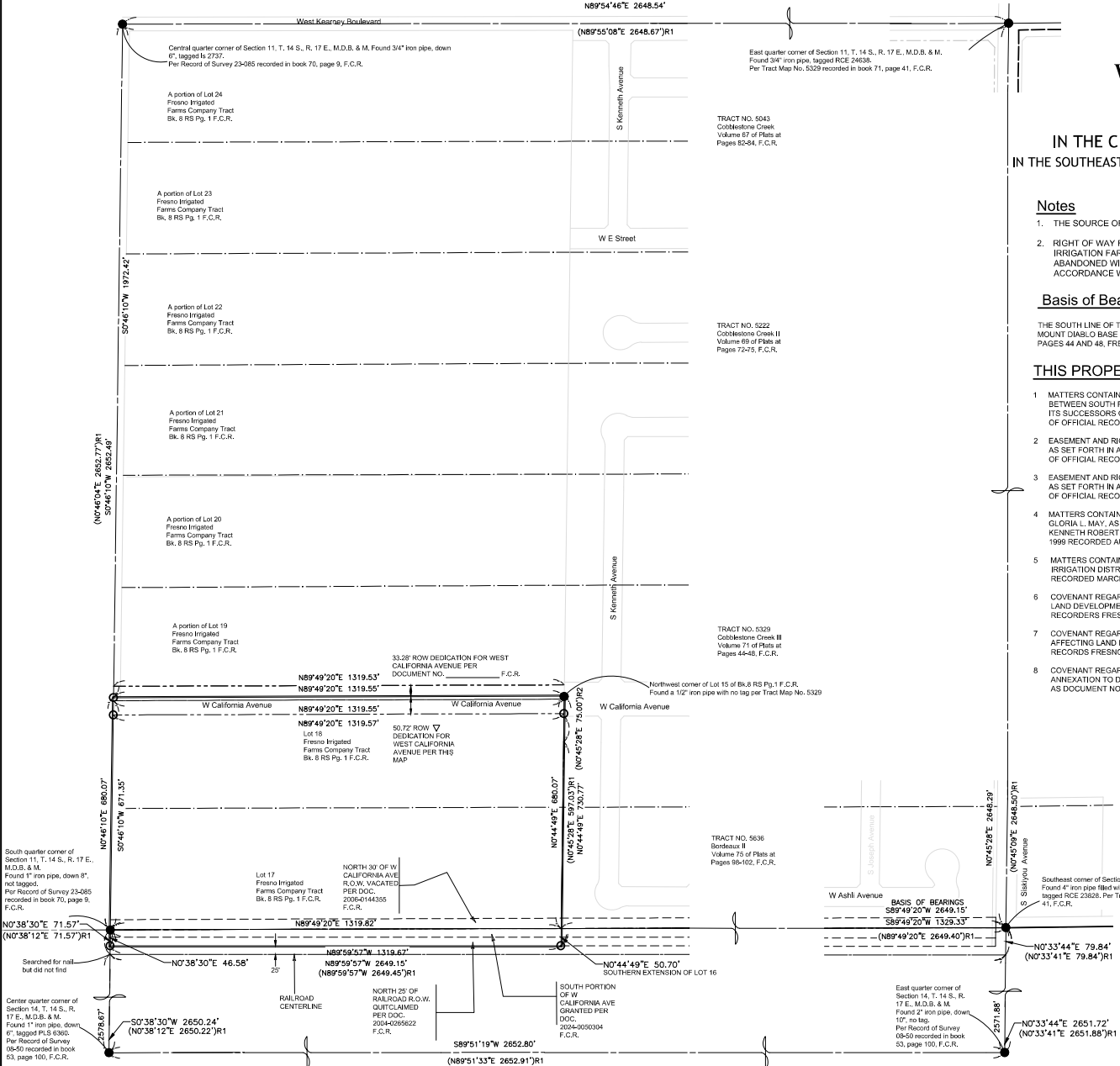
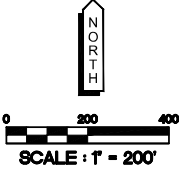
THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SECTION 11, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN AS PER MAP OF TRACT NO. 5329 RECORDED IN VOLUME 71 OF PLATS, PAGES 44 AND 48, FRESNO COUNTY RECORDS, IS TAKEN TO BE SOUTH 89° 49' 20" WEST.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING

1. MATTERS CONTAINED IN DOCUMENT ENTITLED INDENTURE (DEED OF EASEMENT) BY AND BETWEEN SOUTH PACIFIC TRANSPORTATION COMPANY AND FRESNO IRRIGATION DISTRICT, ITS SUCCESSORS OR ASSIGNS RECORDED APRIL 13, 1984 AS INSTRUMENT NO. 84036351 OF OFFICIAL RECORDS.
2. EASEMENT AND RIGHTS INCIDENTAL THERETO FOR PIPELINES TO FRESNO IRRIGATION DISTRICT, AS SET FORTH IN A DOCUMENT RECORDED APRIL 13, 1984 AS INSTRUMENT NO. 84036351 OF OFFICIAL RECORDS.
3. EASEMENT AND RIGHTS INCIDENTAL THERETO FOR PIPELINES TO SOUTH PACIFIC PIPELINES, INC., AS SET FORTH IN A DOCUMENT RECORDED DECEMBER 14, 1988 AS INSTRUMENT NO. 88139007 OF OFFICIAL RECORDS. (BLANKET)
4. MATTERS CONTAINED IN DOCUMENT ENTITLED GRANT OF EASEMENT BY AND BETWEEN VERNON A. MAY AND GLORIA L. MAY, AS CO-TRUSTEES UNDER THAT CERTAIN TRUST AGREEMENT DATED MARCH 31, 1994 AND KENNETH ROBERT BOYD AND SUSAN KAY BOYD, AS TRUSTEES OF THE BOYD TRUST DATED DECEMBER 23, 1999 RECORDED AUGUST 01, 2005 AS INSTRUMENT NO. 2005-0172659 OF OFFICIAL RECORDS. (NOT PLOTTABLE)
5. MATTERS CONTAINED IN DOCUMENT ENTITLED QUITCLAIM DEED OF EASEMENTS BY AND BETWEEN FRESNO IRRIGATION DISTRICT, A PUBLIC CORPORATION AND SALDWIN KERMAN II, A LIMITED LIABILITY COMPANY RECORDED MARCH 09, 2006 AS INSTRUMENT NO. 2006-0048486 OF OFFICIAL RECORDS. (NOT PLOTTABLE)
6. COVENANT REGARDING LAND DEVELOPMENT FOR THE FINAL MAP OF TRACT NO. 6430, "BASIN COVENANT AFFECTING LAND DEVELOPMENT TRACT NO. 6430" RECORDED _____ 2025 AS DOCUMENT NO. 2025- _____ OFFICIAL RECORDERS FRESNO COUNTY.
7. COVENANT REGARDING LAND DEVELOPMENT FOR THE FINAL MAP OF TRACT NO. 6430, "RIGHT-TO-FARM COVENANT AFFECTING LAND DEVELOPMENT TRACT NO.6430" RECORDED _____ 2025 AS DOCUMENT NO. 2025- _____ OFFICIAL RECORDERS FRESNO COUNTY.
8. COVENANT REGARDING LAND DEVELOPMENT FOR THE FINAL MAP OF TRACT NO.6430, "LIGHTING AND LANDSCAPE MAINTENANCE ANNEXATION TO DISTRICT NO.1 COVENANT AFFECTING LAND DEVELOPMENT TRACT NO. 6430 " RECORDED _____ 2025 AS DOCUMENT NO.2025- _____ OFFICIAL RECORDS FRESNO COUNTY.

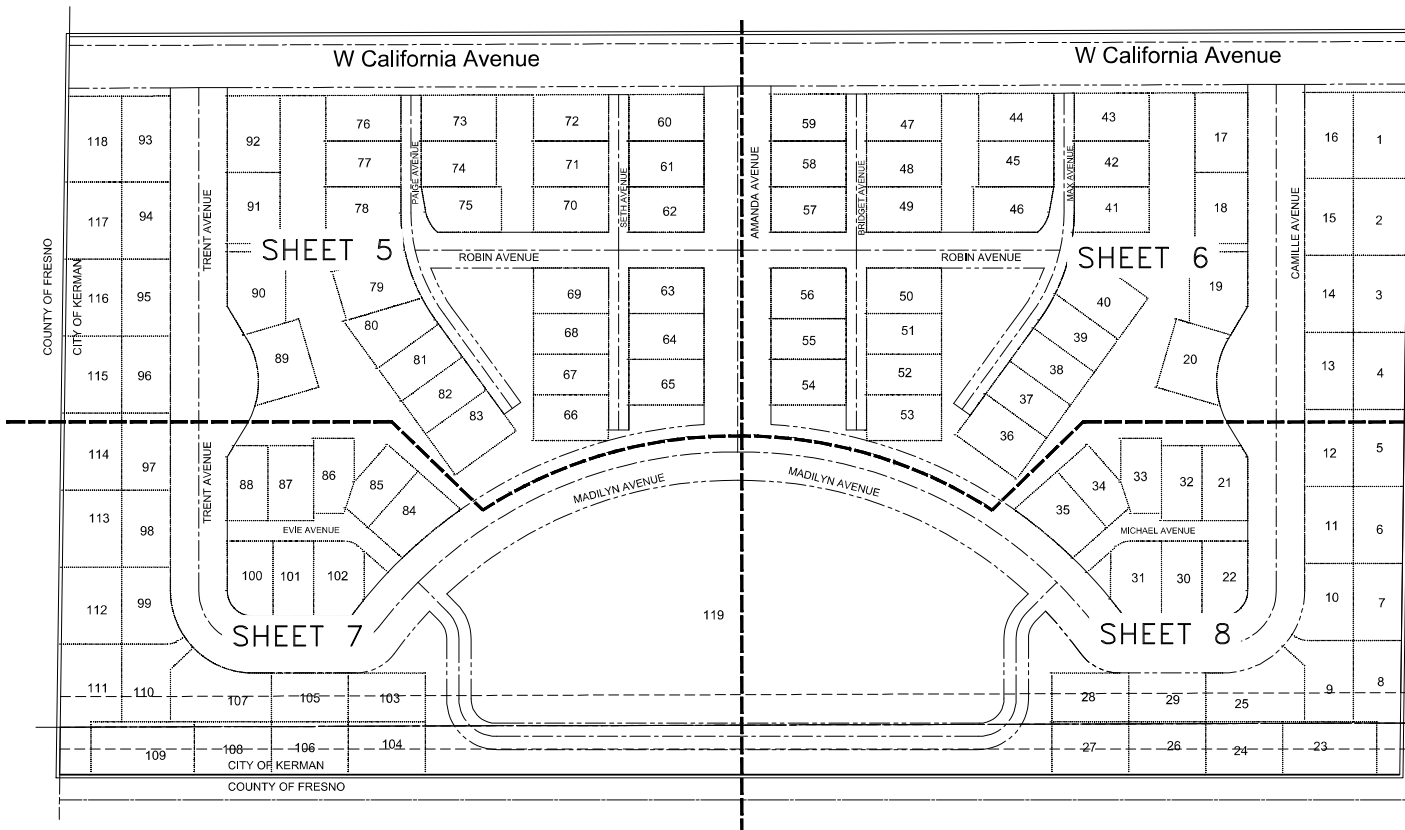
Legend

- FOUND 3/4" IRON PIPE, DOWN 6", TAGGED RCE 24638 OR AS NOTED.
- SET 3/4" X 3/8" IRON PIPES WITH PLASTIC PLUG STAMPED "LS 9278", DOWN 6"
- (R1) RECORD DATA PER MAP OF TRACT NO. 9636 - VOLUME 75 OF PLATS AT PAGES 98 THROUGH 102, INCLUSIVE, FRESNO COUNTY RECORDS.
- (R2) RECORD DATA PER MAP OF TRACT NO. 5329 - VOLUME 71 OF PLATS AT PAGES 44 THROUGH 48, INCLUSIVE, FRESNO COUNTY RECORDS.
- F.I.F.C.T FRESNO IRRIGATED FARMS COMPANY TRACT - BOOK 8 OF RECORD OF SURVEYS AT PAGE 1, FRESNO COUNTY RECORDS.
- THE BORDER INDICATES THE LIMITS OF THE SUBDIVISION.
- LOT LINES PER FRESNO IRRIGATION FARMS COMPANY TRACT.
- PUBLIC UTILITY EASEMENT
- ▽ NOW OFFERED FOR PUBLIC STREET PURPOSES



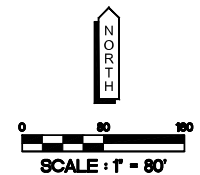
FINAL MAP NO. 6430 WHISPERING FALLS

A PLANNED DEVELOPMENT
IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11 AND NORTHEAST QUARTER OF SECTION 14,
TOWNSHIP 14 SOUTH, RANGE 17 EAST, M.D.B. & M.
CONSISTING OF NINE SHEETS SHEET 4 OF 9 SHEETS



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

- LE NOW OFFERED FOR PUBLIC LANDSCAPE PURPOSES
- PUE NOW OFFERED FOR PUBLIC UTILITY PURPOSES
- PE NOW OFFERED FOR PUBLIC PEDESTRIAN PURPOSES
- ▽ NOW OFFERED FOR PUBLIC STREET PURPOSES
- ▲ NOW OFFERED FOR PUBLIC UTILITY PURPOSES AND OTHER PUBLIC SERVICES



FINAL MAP NO. 6430

WHISPERING FALLS

A PLANNED DEVELOPMENT

IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11 AND NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14
SOUTH, RANGE 17 EAST, M.D.B. & M.
CONSISTING OF NINE SHEETS SHEET 5 OF 9 SHEETS

LEGEND

- MONUMENT FOUND AND ACCEPTED AS NOTED ON SHEET 3 OF 9 SHEETS.
- SET 3/4" X 30" IRON PIPES WITH PLASTIC PLUG STAMPED "L.S. 9279" DOWN IF
- THE BORDER INDICATES THE LIMITS OF THE SUBDIVISION
- CENTERLINE
- PUBLIC EASEMENTS
- RIGHT-OF-WAY LINE
- MATCH LINE
- LOT LINE
- OUTLOT A1, A2, A3 PRIVATE STREETS
- OUTLOT B1, B2, B3, B4, B5, B6, B7, B8, B9 COMMON AREA
- OUTLOT C1, D1, D2, D3, D4 FOR LANDSCAPE PURPOSES

HATCHING LEGEND

- ▨ CROSS ACCESS EASEMENT PER SEPARATE DOCUMENT

NOTES

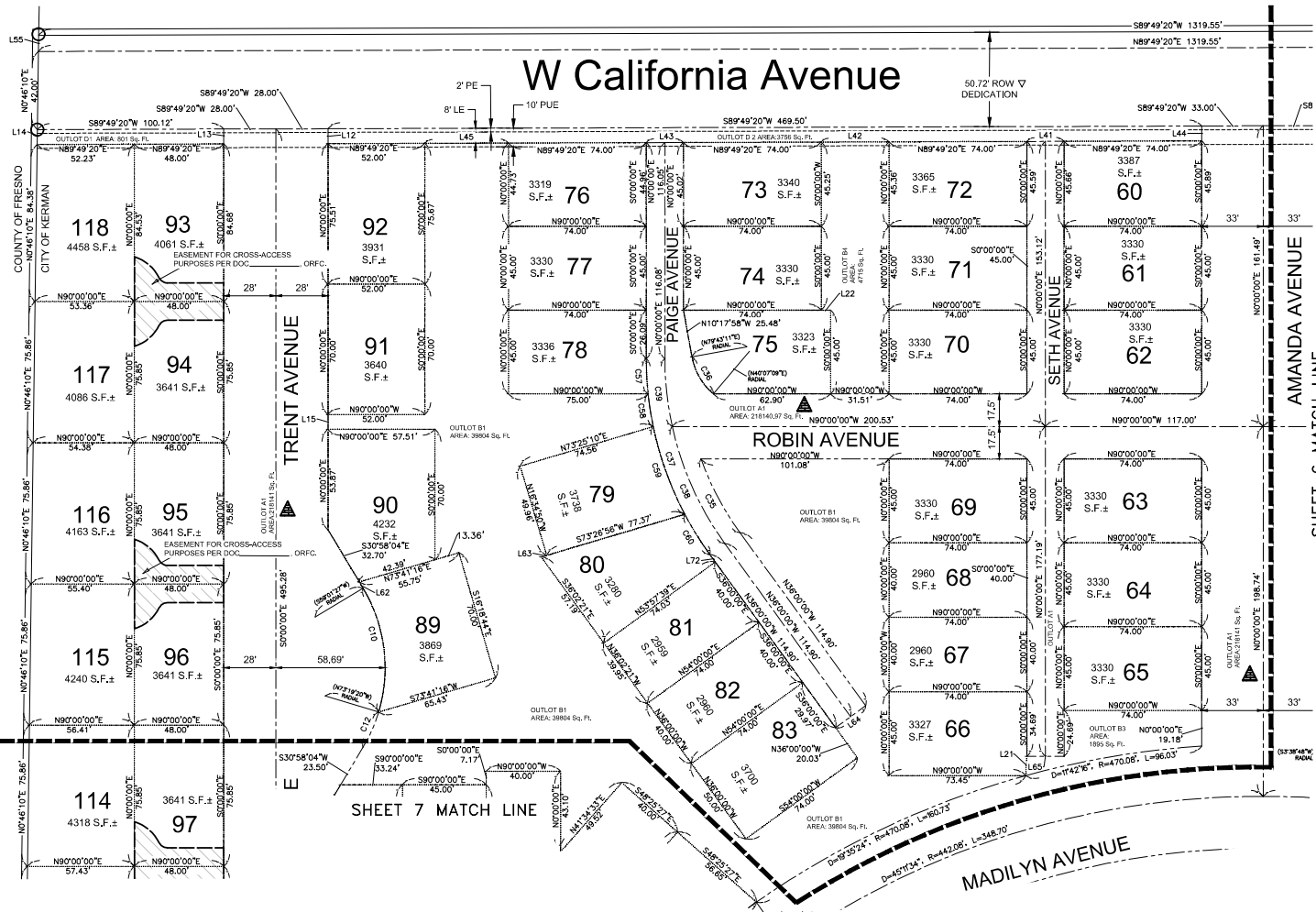
1. THE SOURCE OF WATER SUPPLY SHALL BE THE CITY OF KERMAN.
2. ALL BLOCK CORNERS, LOT CORNERS, ANGLE POINTS, AND CURVE POINTS ARE TO BE MARKED WITH A 3/4" X 30" IRON PIPE, SET 8" DOWN WITH TAG PLS 9279 UNLESS OTHERWISE NOTED.
3. ALL PROPERTY CORNERS AND CENTERLINE ANGLE POINTS, AND CURVE POINTS ARE TO BE MARKED WITH A 3/4" X 30" IRON PIPE, SET 8" DOWN WITH TAG PLS 9279 UNLESS OTHERWISE NOTED.
4. RIGHT OF WAY FOR MODOC AVENUE DEDICATED PER FRESNO IRRIGATION FARMERS COMPANY TRACT BK. 8 RS PG. 1 F.C.R. IS ABANDONED WITHIN THE LIMITS OF THIS SUBDIVISION BY THIS MAP IN ACCORDANCE WITH SEC. 66499.20.2 OF THE SUBDIVISION MAP ACT.

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

- LE NOW OFFERED FOR PUBLIC LANDSCAPE PURPOSES
- PUE NOW OFFERED FOR PUBLIC UTILITY PURPOSES
- PE NOW OFFERED FOR PUBLIC PEDESTRIAN PURPOSES
- ▽ NOW OFFERED FOR PUBLIC STREET PURPOSES
- ▲ NOW OFFERED FOR PUBLIC UTILITY PURPOSES AND OTHER PUBLIC SERVICES



0 40 80
SCALE: 1" = 40'



FINAL MAP NO. 6430 WHISPERING FALLS

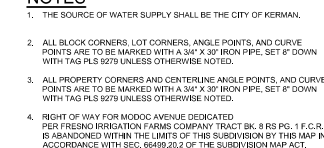
A PLANNED DEVELOPMENT

IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11 AND NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14
SOUTH, RANGE 17 EAST, M.D.B. & M.
CONSISTING OF NINE SHEETS SHEET 6 OF 9 SHEETS

Northwest corner of Lot 15 of Blk.8 RS Pg.1 F.C.R.
Found a 1/2" iron pipe with no tag per Tract Map No. 5329



IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11 AND NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14
SOUTH, RANGE 17 EAST, M.D.B. & M.
CONSISTING OF NINE SHEETS SHEET 7 OF 9 SHEETS

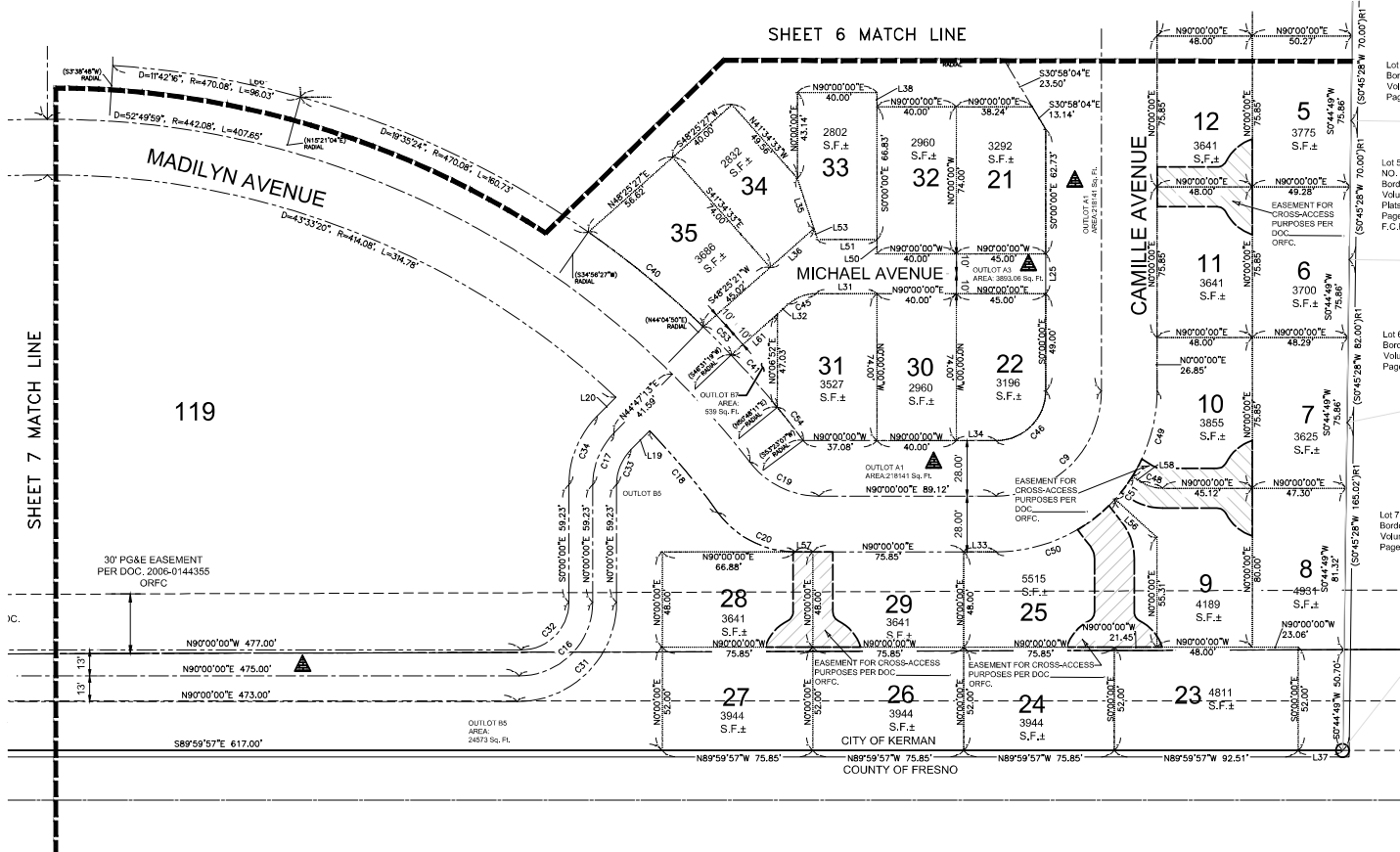


0 40 80
SCALE: 1" = 40'

FINAL MAP NO. 6430 WHISPERING FALLS

A PLANNED DEVELOPMENT
IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11 AND NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14
SOUTH, RANGE 17 EAST, M.D.B. & M.
CONSISTING OF NINE SHEETS SHEET 8 OF 9 SHEETS

SHEET 6 MATCH LINE



LEGEND

- MONUMENT FOUND AND ACCEPTED AS NOTED ON SHEET 3 OF 5 SHEETS.
- SET 3/4" X 3/4" IRON PIPES WITH PLASTIC PLUG STAMPED "LS 92/9" DOWN 6"
- THE BORDER INDICATES THE LIMITS OF THE SUBDIVISION
- CENTERLINE
- PUBLIC EASEMENTS
- RIGHT-OF-WAY LINE
- LOT LINE
- PRIVATE STREETS
- COMMON AREA
- FOR LANDSCAPE PURPOSES
- (R1) RECORD DATA PER MAP OF TRACT NO. 5636 - VOLUME 75 OF PLATS AT PAGES 98 THROUGH 102, INCLUSIVE, FRESNO COUNTY RECORDS.
- (R2) RECORD DATA PER MAP OF TRACT NO. 5636 - VOLUME 75 OF PLATS AT PAGES 14 THROUGH 48, INCLUSIVE, FRESNO COUNTY RECORDS.

HATCHING LEGEND

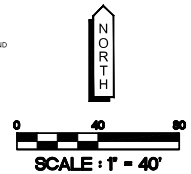
- CROSS ACCESS EASEMENT PER SEPARATE DOCUMENT

NOTES

- THE SOURCE OF WATER SUPPLY SHALL BE THE CITY OF KERMAN.
- ALL BLOCK CORNERS, LOT CORNERS, ANGLE POINTS, AND CURVE POINTS ARE TO BE MARKED WITH A 3/4" X 3/4" IRON PIPE, SET 6" DOWN WITH TAG PLS 92/9 UNLESS OTHERWISE NOTED.
- ALL PROPERTY CORNERS AND CENTERLINE ANGLE POINTS, AND CURVE POINTS ARE TO BE MARKED WITH A 3/4" X 3/4" IRON PIPE, SET 6" DOWN WITH TAG PLS 92/9 UNLESS OTHERWISE NOTED.
- RIGHT OF WAY FOR MODOC AVENUE DEDICATED PER FRESNO IRRIGATION FARMS COMPANY TRACT BK. 8 RS PG. 1 F.C.R. IS ABANDONED WITHIN THE LIMITS OF THIS SUBDIVISION BY THIS MAP IN ACCORDANCE WITH SEC. 66499.20.2 OF THE SUBDIVISION MAP ACT.

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

- LE NOW OFFERED FOR PUBLIC LANDSCAPE PURPOSES
- PUE NOW OFFERED FOR PUBLIC UTILITY PURPOSES
- PE NOW OFFERED FOR PUBLIC PEDESTRIAN PURPOSES
- VS NOW OFFERED FOR PUBLIC STREET PURPOSES
- ▲ NOW OFFERED FOR PUBLIC UTILITY PURPOSES AND OTHER PUBLIC SERVICES



FINAL MAP NO. 6430

WHISPERING FALLS

A PLANNED DEVELOPMENT
IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
IN THE SOUTHEAST QUARTER OF SECTION 11 AND NORTHEAST QUARTER OF SECTION 14, TOWNSHIP 14
SOUTH, RANGE 17 EAST, M.D.B. & M.
CONSISTING OF NINE SHEETS SHEET 9 OF 9 SHEETS

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C1	11.86	20.00	033°58'22"	N73° 00' 49"E	11.69
C2	69.49	169.00	023°33'30"	N24° 13' 15"E	69.00
C3	48.08	81.00	034°00'35"	S17° 00' 17"E	47.38
C4	83.25	53.00	090°00'00"	S45° 00' 00"E	74.95
C5	39.06	25.00	089°31'28"	S44° 45' 44"E	35.21
C6	13.79	81.00	009°45'24"	S38° 53' 17"E	13.78
C7	15.24	21.00	041°34'33"	N69° 12' 44"W	14.91
C8	65.36	81.00	046°14'01"	S66° 53' 00"E	63.60
C9	83.25	53.00	090°00'00"	N45° 00' 00"E	74.95
C10	69.01	82.97	047°39'13"	N7° 08' 57"W	67.04
C11	69.02	82.87	047°43'09"	S7° 08' 55"W	67.04
C12	20.71	83.00	014°17'53"	N23° 49' 07"E	20.66
C13	40.26	44.00	052°25'52"	N63° 47' 04"E	38.87
C14	28.92	37.00	044°47'27"	N22° 23' 44"W	28.19
C15	58.12	37.00	090°00'00"	S45° 00' 00"E	52.33
C16	58.12	37.00	090°00'00"	N45° 00' 00"E	52.33
C17	28.92	37.00	044°47'13"	S22° 23' 37"W	28.19
C18	53.73	414.08	007°26'06"	N39° 50' 06"W	53.70
C19	40.26	44.00	052°25'52"	S63° 47' 04"E	38.87
C20	45.14	48.00	053°52'57"	N63° 03' 32"W	43.50

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C21	23.50	34.00	039°36'09"	N30° 04' 47"E	23.04
C22	74.98	470.08	009°08'22"	S50° 29' 22"W	74.90
C23	20.03	470.08	002°26'29"	S44° 41' 56"W	20.03
C24	44.32	48.00	052°54'05"	N63° 32' 57"E	42.76
C25	54.52	414.08	007°32'38"	S39° 46' 35"W	54.48
C26	19.54	25.00	044°47'27"	N22° 23' 44"W	19.05
C27	78.54	50.00	090°00'00"	S45° 00' 00"E	70.71
C28	37.70	24.00	090°00'00"	S45° 00' 00"E	33.94
C29	38.31	49.00	044°47'27"	N22° 23' 44"W	37.34
C30	58.95	442.08	007°38'25"	S41° 23' 20"W	58.91
C31	78.54	50.00	090°00'00"	N45° 00' 00"E	70.71
C32	37.70	24.00	090°00'00"	N45° 00' 00"E	33.94
C33	19.54	25.00	044°47'13"	S22° 23' 37"W	19.05
C34	38.30	49.00	044°47'13"	S22° 23' 37"W	37.33
C35	44.90	159.00	016°10'50"	S27° 54' 35"E	44.75
C36	23.50	34.00	039°36'02"	S30° 04' 50"E	23.03
C37	112.47	178.90	036°01'09"	S17° 59' 43"E	110.63
C38	69.49	169.00	023°33'30"	S24° 13' 15"E	69.00
C39	36.70	169.00	012°26'30"	S6° 13' 15"E	36.63
C40	74.99	470.08	009°08'22"	S50° 29' 22"E	74.91

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C41	35.13	470.08	004°16'52"	N41° 20' 15"W	35.12
C42	20.71	83.00	014°17'49"	S23° 49' 09"E	20.66
C43	44.90	159.00	016°10'50"	N27° 54' 35"E	44.75
C44	112.47	179.00	036°00'00"	N18° 00' 00"E	110.63
C45	15.24	21.00	041°34'33"	S69° 12' 44"W	14.91
C46	39.27	25.00	090°00'00"	N45° 00' 00"E	35.36
C47	36.70	169.00	012°26'30"	N6° 13' 15"E	36.63
C48	11.20	20.00	032°05'35"	S73° 57' 12"E	11.06
C49	45.37	81.00	032°05'35"	N16° 02' 48"E	44.78
C50	67.44	81.00	047°42'17"	N66° 08' 51"E	65.51
C51	14.42	81.00	010°12'07"	N37° 11' 39"E	14.40
C52	35.27	470.08	004°17'58"	S41° 19' 43"W	35.27
C53	20.03	470.08	002°26'29"	N44° 41' 56"W	20.03
C54	21.19	470.08	002°34'56"	N37° 54' 21"W	21.18
C55	21.04	470.08	002°33'50"	N37° 53' 48"E	21.03
C56	127.23	81.00	090°00'00"	S45° 00' 00"E	114.55
C57	18.95	178.90	006°04'03"	S3° 01' 10"E	18.94
C58	17.77	178.90	005°41'32"	S8° 53' 58"E	17.77
C59	50.25	178.90	016°05'30"	S19° 47' 29"E	50.08
C60	25.50	178.90	008°10'04"	S31° 55' 16"E	25.48

Curve Table					
Curve #	Length	Radius	Delta	Chord Direction	Chord Length
C61	18.95	179.00	006°03'52"	N3° 01' 56"E	18.94
C62	41.45	179.00	013°16'02"	N19° 39' 42"E	41.36
C63	30.32	179.00	009°42'17"	N31° 08' 51"E	30.28
C64	21.76	179.00	006°57'49"	N9° 32' 46"E	21.74

Parcel Line Table		
Line #	Length	Direction
L1	23.27	S0°00'00"E
L2	30.24	N90°00'00"W
L3	23.45	N90°00'00"W
L4	18.30	N89°59'31"E
L5	20.21	N90°00'00"W
L6	7.49	N48°25'27"W
L7	29.48	N48°25'27"W
L8	5.91	N18°19'39"E
L9	29.76	N90°00'00"E
L10	7.17	N0°00'00"E
L11	30.46	N90°00'00"E
L12	8.00	N0°00'00"E
L13	8.00	S0°00'00"E
L14	8.00	N0°46'10"E
L15	8.00	S0°00'00"E
L16	20.00	S0°00'00"E
L17	13.44	S44°47'27"E
L18	13.44	N44°47'27"W
L19	13.41	N44°47'13"E
L20	13.41	S44°47'13"W

Parcel Line Table		
Line #	Length	Direction
L21	10.33	N3°02'18"E
L22	5.00	N90°00'00"W
L23	13.32	S73°40'55"E
L24	10.01	N3°08'00"W
L25	20.00	S0°00'00"E
L26	8.00	N0°00'00"E
L27	8.00	S0°00'00"E
L28	5.00	N90°00'00"E
L29	50.00	N36°00'00"E
L30	31.50	N90°00'00"E
L31	30.46	N90°00'00"E
L32	7.49	N48°25'27"E
L33	16.30	S89°59'28"E
L34	20.00	N90°00'00"W
L35	26.60	N18°19'43"W
L36	29.50	N48°25'27"E
L37	22.52	S89°59'57"E
L38	7.17	S0°00'00"E
L39	8.00	N0°00'00"E
L40	8.00	S0°44'49"W

Parcel Line Table		
Line #	Length	Direction
L41	20.00	S89°49'20"W
L42	36.51	N89°49'20"E
L43	19.98	S89°49'20"W
L44	8.00	N0°00'00"E
L45	45.01	N89°49'20"E
L46	20.00	S89°49'20"W
L47	20.00	N89°49'20"E
L48	45.00	N89°49'20"E
L49	36.50	N89°49'20"E
L50	7.17	N0°00'00"E
L51	29.78	N90°00'00"W
L52	6.91	N56°01'38"E
L53	5.90	S18°19'43"E
L54	8.72	N0°44'49"E
L55	8.72	S0°46'10"W
L56	28.51	N47°42'17"W
L57	8.97	N90°00'00"E
L58	5.47	S57°54'25"E
L59	6.98	N90°00'00"W
L60	31.13	N48°25'27"W

Parcel Line Table		
Line #	Length	Direction
L61	31.13	S48°25'19"W
L62	3.95	N30°58'04"W
L63	3.11	S73°26'56"W
L64	20.00	S54°00'00"W
L65	20.00	N90°00'00"E
L66	20.00	N90°00'00"E
L67	20.00	S54°00'00"E
L68	3.95	S30°58'04"W
L69	68.86	N89°59'52"E
L70	0.31	N0°00'00"E
L71	23.75	S36°00'00"W
L72	4.93	N36°00'00"W
L73	17.55	N90°00'00"W
L74	9.83	N36°00'00"E

**RECORDING REQUESTED BY AND
WHEN RECORDED MAIL
DOCUMENT TO:**

CITY OF KERMAN
Attn: Josie Camacho, City Clerk
850 S. Madera Avenue
Kerman, CA 93630

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder's Use Only

**CITY OF KERMAN
SUBDIVISION AGREEMENT
FINAL MAP OF TRACT NO. 6430**

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EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY
EXHIBIT "B" DEVELOPMENT IMPACT FEES

**CITY OF KERMAN
SUBDIVISION AGREEMENT
FINAL MAP OF TRACT NO. 6430**

THIS SUBDIVISION AGREEMENT (the "Agreement") is entered into on this ____ day of _____ 2025, (the "Effective Date") by and between CITY OF KERMAN, a municipal corporation, hereinafter referred to as "CITY," and WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999 and hereinafter referred to as "OWNER," without regard for number or gender (individually a "Party," and collectively, the "Parties").

RECITALS

A. OWNER has filed with CITY the Final Map of Tract No. 6430 constituting a proposed division of land (the "Property") owned by OWNER and located within the corporate limits of CITY, and more particularly described in **Exhibit "A"** attached hereto and incorporated herein by reference. A copy of said Final Map is on file with the City Clerk.

B. Pursuant to Chapter 16.28 and other applicable provisions of the Kerman Municipal Code, CITY has conducted the appropriate environmental review of the proposed subdivision, the Planning Commission of CITY has determined that the proposed subdivision is consistent with CITY'S General Plan in that the proposed land use is compatible with the objectives, policies, land uses, and programs specified in the General Plan. The City Council of CITY, on September 25, 2024, with the adoption of Resolution No. 24-76, approved Tentative Subdivision Map No. 2023-01.

C. Pursuant to Section 16.36.010 of the Kerman Municipal Code, after approval or conditional approval of the tentative map, the subdivider may cause a final map to be prepared in accordance with a completed survey of the division of land and in substantial compliance with the approved tentative map, and in full compliance with the Subdivision Map Act and Title 16 of the Kerman Municipal Code. The final map shall meet the requirements and specifications set forth in Title 16 and Government Code Sections 66433 to 66450 of the Subdivision Map Act.

D. As a condition precedent to the acceptance and approval of the Final Map, CITY requires the dedication of all areas delineated on the Final Map of Tract No. 6430 for public street and other public purposes consistent with provisions of the Kerman Municipal Code, this Agreement, and Tentative Subdivision Map No. 2023-01.

E. OWNER is required to enter this Agreement with City whereby OWNER agrees to do, perform, and complete the work and matters required as Conditions of Approval for Tentative Subdivision Map No. 2023-01 in accordance with Kerman Municipal Code 16.04.020 and Government Code Sections 66462 and 66462.5 of the Subdivision Map Act within the time specified in this Agreement.

F. OWNER is required to construct and install Improvements (defined below), including sewer; water; storm drainage; concrete curbs, gutters, sidewalks and driveway

approaches; street lighting; street paving; walls and fences; landscaping; irrigation; traffic signals; and other improvements; and perform grading; all as shown on the Improvement Plans for Tract No. 6430, prepared by Lars Andersen & Associates, the engineer of record for Tract No. 6430, and approved by CITY, which Improvement Plans are on file with the City Engineer.

G. OWNER desires to develop the Property by constructing and installing the Improvements and performing said work consistent with the Improvement Plans.

AGREEMENT

In consideration of the foregoing Recitals, which are made a substantive part of this Agreement, and for other good and valuable consideration, including approval of the Final Map of Tract No. 6430 by CITY, and the recording thereof as provided by law, the receipt and adequacy of which are hereby acknowledged, OWNER and CITY do hereby mutually agree as follows:

ARTICLE I. GENERAL PROVISIONS

A. DEFINITIONS

Wherever hereinafter used in this Agreement, the following words and phrases shall have the meaning herein given, unless the context requires a different meaning:

1. "City Clerk" shall mean the City Clerk of CITY, or his or her duly authorized representative.
2. "City Council" shall mean the City Council of the CITY.
3. "City Engineer" shall mean the City Engineer of CITY, or his or her duly authorized representative.
4. "Inspector" shall mean the City Engineer of CITY, or his or her duly authorized representative.
5. "Development Impact Fees" shall mean the development impact fees set forth in Exhibit "B" of this Agreement.
6. "Final Acceptance of Improvements" shall mean acceptance of the Improvements (defined below), with the exceptions provided in Section F.3, by CITY.
7. "Final Map" shall mean the Final Map of Tract No. 6430 as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
8. "Improvements" shall mean all works of improvement, including those depicted on or required by the Improvement Plans (defined below) and the provisions of this Agreement, and may include, but not necessarily be limited to, sewer, water, street pavement, storm drainage, street lighting, concrete, fence, landscape, irrigation, grading, and traffic signal improvements.

9. "Improvement Plans" shall mean the Improvement Plans for the Final Map approved by CITY and on file with the City Engineer.

10. "Planning Commission" shall mean the Planning Commission of CITY.

11. "Standard Specifications" shall mean CITY'S Standard Specifications, including attached details and amendments thereto.

12. "Subdivision" shall mean the Final Map and/or the land described by the Final Map.

13. "Tentative Subdivision Map No. 2023-01" shall mean the Tentative Subdivision Map of Tract No. 6430 approved by the City Council, with its adoption of Resolution No. 24-76, on September 25, 2024.

B. LEGAL FOUNDATION OF AGREEMENT

This Agreement is entered into pursuant to California Government Code Section 66410 et seq. (the "Subdivision Map Act") and Title 16, Subdivisions, of the Kerman Municipal Code. The provisions of this Agreement and the Improvements to be constructed and installed pursuant to the requirements of the Subdivision Map Act, the Kerman Municipal Code, and this Agreement are necessary and proper to safeguard and serve the public health, safety and welfare.

C. DEVELOPMENT IMPACT FEES

1. Impact Fees. OWNER and CITY hereby agree that OWNER is obligated to pay Development Impact Fees for sewer and water, storm drainage, parks, and other public facilities as shown in **Exhibit "B"** attached hereto and incorporated herein by reference. In addition, OWNER agrees that OWNER is obligated to pay plan check, inspection, grading permit, building permit, encroachment permit, and similar fees as required under the Kerman Municipal Code, CITY resolutions, and other applicable law.

The fees set out in Exhibit "B" are based upon the development of the number of residential units presently proposed by OWNER. If a different number of residential units is developed, CITY reserves the right to adjust the amount of the fees to correspond to the number of residential units actually developed by OWNER, and OWNER agrees that OWNER shall be obligated to pay fees corresponding to the number of residential units OWNER, or its successors, actually develops.

Fees set forth in **Exhibit "B,"** Part I, shall be due and payable for each residential unit on the date of final inspection or the date certificate of occupancy is issued, whichever is issued first, for each residential unit unless otherwise agreed by Owner and CITY. If said fees are not paid in full at the time of the issuance of a building permit, OWNER shall enter into a covenant consistent with Government Code section 66007(c), and in a form acceptable to the CITY, to pay said fees. Such covenant shall be recorded against the property for which the building permit is being issued, and shall constitute a lien on the property for the unpaid fee. Owner shall be

responsible for the costs of the same, including reimbursing CITY for its actual costs of processing, and subsequently releasing, the covenant. If OWNER instead elects to pay said fees at the time of issuance of a building permit, then no covenant will be required.

OWNER agrees that the fee amounts set forth in **Exhibit "B"** are based upon the best information available upon the Effective Date of this Agreement, and that the final fee amounts may be greater or less than the amounts set forth in **Exhibit "B"** due to adjustments in construction costs, testing and inspection, or other unforeseen events. Final fee amounts, regarding each residential unit, will be determined by CITY prior to issuance of an occupancy permit for each residential unit.

2. Impact Fee Adjustments. CITY agrees to the fee adjustments set forth in **Exhibit "B,"** Part II, provided that OWNER constructs and installs the Improvements described in **Exhibit "B,"** Part II. In the event OWNER fails to construct any of the Improvements described in **Exhibit "B,"** Part II, on or before the "Completion of all Improvements" date, as set forth in Article II, Section D, of this Agreement, or any agreed extension of such date, CITY, in its sole discretion, and in addition to any other remedy provided in this Agreement or by law, may enter the Subdivision and construct or complete construction of the Improvements. In such event, CITY shall determine whether OWNER shall pay the construction cost or fee prevailing at the time of construction, and CITY will pursue reimbursement from OWNER, or from securities held to secure the performance of this Agreement. In addition, OWNER hereby consents to the recordation of a lien or liens against the Subdivision in an amount to secure reimbursement to CITY for amounts expended to enforce this Agreement, including, but not limited to, the costs incurred to construct the Improvements designated in this Agreement.

3. Impact Fee Reimbursements. Where OWNER has constructed facilities, or paid CITY for the construction of facilities that are over-sized, or that are constructed as master-planned facilities that are not primarily for the benefit of OWNER or the Subdivision, OWNER shall be eligible to receive reimbursement as indicated in **Exhibit "B,"** Part II, from development impact fee funds, subject to availability of such funds. The source of the reimbursement shall be selected by CITY, but in no event shall CITY be responsible for reimbursement from any source or sources other than the source or sources identified in this paragraph.

D. INDEMNIFICATION

To the greatest extent permitted by law, OWNER shall indemnify, hold harmless, and defend CITY and its officers, officials, agents, employees, consultants and volunteers from any and all claims, demands, costs, losses, damages, or liability whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage incurred by CITY, OWNER, or any other person, and from any and all claims, demands and actions in law or equity (including attorneys' fees, litigation, and legal expenses incurred by CITY or held to be the liability of CITY, including plaintiff's or petitioner's attorneys' fees if awarded in connection with CITY'S defense of its actions in any proceeding) arising or alleged to have arisen directly or indirectly from (a) the performance of, or in any way connected with, this Agreement; (b) the performance or installation of the work or Improvements by OWNER and its principals, officers, employees, agents, contractors and subcontractors; (c) the design, installation, operation, removal or maintenance of the work and Improvements; or (d) CITY'S approval of the design,

installation, operation, removal or maintenance of the work and Improvements, save and except for the sole negligence of CITY. Pursuant to Government Code Section 66474.9, OWNER shall defend, indemnify, and hold harmless CITY and its officers, officials, agents, employees, consultants and volunteers from any claim, action or proceeding against CITY and its officers, officials, agents, employees, consultants and volunteers to attack, set aside, void, or annul, an approval of CITY, the Planning Commission, or the City Council concerning the Subdivision or this Agreement. CITY shall promptly notify OWNER of any such claim, action or proceeding, and shall cooperate fully in the defense thereof. The Parties intend that this indemnity provision shall be broadly construed to the greatest extent permitted by law.

E. INSURANCE

Throughout the life of this Agreement, OWNER shall pay for and maintain in full force and effect all policies of insurance described in this Section with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by CITY's Risk Manager. The following policies of insurance are required:

1. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 and shall include insurance for bodily injury, property damage, and personal and advertising injury with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, contractual liability (including indemnity obligations under this Agreement), with limits of liability of not less than \$3,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury and \$3,000,000 aggregate for products and completed operations, and \$5,000,000 general aggregate.

2. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the most current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01 and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Section 1, subsection A.1 entitled "Any Auto"), with combined single limits of liability of not less than \$3,000,000 per accident for bodily injury and property damage.

3. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to OWNER), with limits of liability of not less than \$1,000,000 per claim/occurrence and \$2,000,000 policy aggregate.

4. WORKERS' COMPENSATION insurance as required under the California Labor Code.

5. EMPLOYERS' LIABILITY with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

OWNER shall be responsible for payment of any deductibles contained in any insurance policies required hereunder and OWNER shall also be responsible for payment of any self-insured retentions.

The above described policies of insurance shall be endorsed to provide an unrestricted 30 calendar day written notice in favor of CITY of policy cancellation of coverage, except for the Workers' Compensation policy which shall provide a 10 calendar day written notice of such cancellation of coverage. In the event any policies are due to expire during the term of this Agreement, OWNER shall provide a new certificate evidencing renewal of such policy(ies) not less than 15 calendar days prior to the expiration date of the expiring policy(ies). Upon issuance by the insurer, broker, or agent of a notice of cancellation in coverage, OWNER shall file with CITY a new certificate and all applicable endorsements for such policy(ies).

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name CITY, its officers, officials, agents, employees and volunteers as an additional insured. Such policy(ies) of insurance shall be endorsed so OWNER's insurance shall be primary and no contribution shall be required of CITY. In the event claims-made forms are used for any Professional Liability coverage, either (i) the policy(ies) shall be endorsed to provide not less than a five (5) year discovery period, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Agreement and the requirements of this Section relating to such coverage shall survive termination or expiration of this Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to CITY, its officers, officials, agents, employees and volunteers.

OWNER shall have furnished CITY with the certificate(s) and applicable endorsements for ALL required insurance prior to CITY's execution of the Agreement. OWNER shall furnish CITY with copies of the actual policies upon the request of CITY Attorney or the CITY Clerk at any time during the life of the Agreement or any extension, and this requirement shall survive termination or expiration of this Agreement.

The fact that insurance is obtained by OWNER or his/her/its subcontractors shall not be deemed to release or diminish the liability of OWNER or his/her/its subcontractors including without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify CITY, its officers, officials, agents, employees 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 amount of indemnification to be provided by OWNER or his/her/its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of OWNER, its principals, officers, agents, employees, persons under the supervision of OWNER, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If at any time during the life of the Agreement or any extension, OWNER fails to maintain the required insurance in full force and effect, the CITY may order that OWNER, or its contractors or subcontractors, immediately discontinue any further work under this Agreement and take all necessary actions to secure the work site to insure that public health and safety is protected. All payments due or that become due to OWNER shall be withheld until notice is received by CITY

that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement.

If OWNER should subcontract all or any portion of the services to be performed under this Agreement, OWNER shall require each subcontractor to provide insurance protection in favor of CITY, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with OWNER and CITY prior to the commencement of any work by the subcontractor.

F. RECORDING OF FINAL MAP AND NOTICE OF COMPLETION OF IMPROVEMENTS; INSTALLATION OF SIDEWALKS AND DRIVEWAY APPROACHES

1. Final Map. The offers of dedication of lands, rights-of-way, or easements made on the Final Map shall remain open and will not be accepted by CITY until the City Council accepts the Improvements and authorizes the recording of the Notice of Completion with the Fresno County Recorder. CITY may accept such offers in its sole discretion at any later date without further notice to OWNER.

2. Notice of Completion of Improvements. The conditions and obligations of this Agreement shall remain in full force and effect until such time as the CITY issues a written release finding that the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons and thereafter records such release with the Fresno County Recorder. Until Final Acceptance of Improvements, and acceptance of any lands, rights of way, and easements, OWNER shall be responsible to maintain the Improvements in a safe condition and good repair. OWNER agrees that the use of any or all Improvements specified in this Agreement shall be, at all times prior to Final Acceptance of Improvements, at the sole and exclusive risk of OWNER, and the issuance of any occupancy permit by CITY for any dwelling unit completed on a Subdivision lot shall not be construed in any manner to constitute Final Acceptance of Improvements. Upon Final Acceptance of Improvements, CITY shall cause a Notice of Completion of the Improvements to be recorded in the Official Records of the County of Fresno.

3. Installation of Sidewalks, Driveway Approaches, and Street Trees. OWNER agrees to construct and install concrete sidewalks and driveway approaches and install street trees incrementally, excepting sidewalks and street trees along boundary streets and non-residential lots, upon the completion of each dwelling unit on each Subdivision lot. Sidewalks and street trees along boundary streets and non-residential lots shall be installed prior to Final Acceptance of Improvements. The City Engineer shall determine which segments of sidewalk and street trees shall be installed prior to Final Acceptance of Improvements. CITY agrees to Final Acceptance of Improvements and a Notice of Completion of Improvements, absent concrete sidewalks and driveway approaches. OWNER and CITY agree that CITY may withhold the certificate of occupancy for a dwelling unit constructed on a Subdivision lot until the concrete sidewalk and driveway approach associated with the lot are completed by OWNER to the satisfaction of the City Engineer.

G. BONDS AND OTHER SECURITY

Prior to the City Council's approval of the Final Map, or unless otherwise indicated, OWNER shall furnish to CITY performance guarantees as provided herein. Bonds or other security instruments shall be maintained in full force and effect during the term of this Agreement and may be released, in whole or in part, only upon the written approval of the CITY, whose actions shall be reasonable and consistent with the provisions of this Agreement. OWNER shall provide the following as security:

1. Performance Security. OWNER shall provide to CITY performance security in the amount of Three Million One Hundred and Sixty-Four Thousand Nine Hundred and Forty-Eight dollars (\$3,164,948), which amount is equal to one hundred percent (100%) of the estimated total cost of the Improvements, as approved by the City Engineer. Said performance security shall be in the form of (a) a bond, issued by a surety authorized to conduct business in the State of California; (b) an irrevocable letter of credit issued by a bank authorized to conduct business in the State of California and insured by the Federal Deposit Insurance Corporation; (c) cash; or (d) other security acceptable to CITY. All required securities must be in a form approved by CITY'S attorney.

2. Payment Security. OWNER shall provide to CITY payment security in the amount of One Million Five Hundred and Eighty-Two Thousand Four Hundred and Seventy-Four dollars (\$1,582,474), which amount is equal to fifty percent (50%) of the estimated total cost of the Improvements, as approved by the City Engineer. Said payment security shall be in the form of (a) a bond, issued by a surety authorized to conduct business in the State of California; (b) an irrevocable letter of credit issued by a bank authorized to conduct business in the State of California and insured by the Federal Deposit Insurance Corporation; (c) cash; or (d) other security acceptable to CITY. All required securities must be in a form approved by CITY'S attorney.

3. Warranty Security. OWNER shall remedy any defective work, labor or materials related to the Improvements, and shall pay CITY for any damage to the Improvements resulting therefrom, which occurs within a period of one (1) year from the date of Final Acceptance of Improvements. To insure OWNER complies with its obligations hereunder, upon Final Acceptance of Improvements, OWNER shall provide to CITY warranty security in the amount of Three Hundred and Sixteen Thousand Four Hundred and Ninety-Five dollars (\$316,495), twenty percent (20%) of which shall be in the form of cash deposited with CITY prior to final inspection of the Improvements by the City Engineer and Final Acceptance of the Subdivision by CITY. The balance of the warranty security shall be in the form of (a) a bond, issued by a surety authorized to conduct business in the State of California; (b) an irrevocable letter of credit issued by a bank authorized to conduct business in the State of California and insured by the Federal Deposit Insurance Corporation; (c) cash; or (d) other security acceptable to CITY. All required securities must be in a form approved by CITY'S attorney. The warranty security shall be released to OWNER, less any amount required to be used for fulfillment of the warranty, one (1) year after Final Acceptance of Improvements.

4. Cash Deposit to Secure Durable Monuments. OWNER shall deposit with CITY the amount of Two Thousand Dollars (\$2,000.00) in cash as security for placing all durable

monuments as specified by Kerman Municipal Code Sections 16.36.090 and 16.52.010. CITY shall release such cash deposit to OWNER upon determination by the City Engineer that OWNER has satisfied the provisions of Kerman Municipal Code Sections 16.36.090 and 16.52.010.

5. Cash Deposit to Secure Penalties. OWNER shall deposit with CITY the amount of Five Thousand Dollars (\$5,000.00) in cash to be drawn against by CITY for recovering costs resulting from any failure, as described below, on the part of OWNER. Upon determination by the City Engineer that OWNER has satisfactorily completed and/or complied with the matters described below, CITY shall release such cash deposit, or any portion thereof remaining, to OWNER.

a. Failure by OWNER to obtain an encroachment permit prior to beginning construction within CITY right-of-way shall cause CITY to draw a penalty of One Hundred Fifty Dollars (\$150.00).

b. Failure by OWNER to comply with any of the completion dates set forth in this Agreement shall cause CITY to draw a penalty of One Hundred Fifty Dollars (\$150.00) for every day OWNER is not in compliance with a completion date; provided, however, that CITY has not granted an extension in writing of the relevant completion date.

c. OWNER shall meet with CITY at a preconstruction meeting, at which time OWNER shall receive a list of required inspections. OWNER or its authorized representative or agent shall contact CITY and request an inspection twenty-four (24) hours in advance thereof. OWNER'S failure to do so shall cause CITY to draw a penalty of One Hundred Fifty Dollars (\$150.00) for each occurrence. Said penalty shall not release OWNER from responsibility to obtain inspection and approval of any work by CITY.

d. In the event CITY is required to re-inspect work that failed a CITY inspection or that was not ready for inspection when an inspection was called for by OWNER or its authorized representative or agent, CITY shall draw a penalty of One Hundred Fifty Dollars (\$150.00) for the first time the same work must be re-inspected, and an additional One Hundred Dollars (\$100.00) for each additional re-inspection thereafter of the same work.

e. Failure by OWNER to provide street sweeping services as set forth in this Agreement shall cause CITY to draw a penalty equal to the actual cost incurred by the CITY to remedy non-compliance by Owner.

f. Failure by OWNER to provide dust control as set forth in this Agreement shall cause CITY to draw a penalty equal to the actual cost incurred by the CITY to remedy non-compliance by OWNER.

H. MATERIALS AND LABOR

OWNER and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done pursuant to this Agreement, and for any work or labor thereon of any kind and for amounts due under the California Unemployment Insurance Code (Stats. 1953, Ch. 308) with respect to

such work or labor, and shall file with CITY, pursuant to California Labor Code Section 3800, a valid workers' compensation insurance certificate, and shall maintain a valid policy of workers' compensation insurance for the duration of the period of construction, or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. LIGHTING AND LANDSCAPING DISTRICT

OWNER agrees to complete annexation to or establishment of a landscaping and lighting district pursuant to the Landscaping and Lighting Act of 1972, as amended (California Streets and Highways Code Section 22500 et seq.), and to maintain lighting and publicly landscaped areas until the Final Acceptance of Improvements.

J. EASEMENTS

OWNER shall grant CITY an easement for maintenance, repair or reconstruction of any water main or sewer main or other CITY-operated improvement which is constructed outside a dedicated public street.

K. FAILURE OF PERFORMANCE

In addition to any other remedies provided in this Agreement or by law, in the event OWNER fails to perform one or more of the covenants or conditions of this Agreement, CITY shall have recourse to the security given to guarantee the performance of such acts. CITY may do, or cause to be done, those acts required of OWNER, and shall have recourse against so much of the security as is necessary to discharge the responsibility of OWNER. In the event CITY seeks recourse against a security, CITY shall also have recourse against OWNER for any and all amounts necessary to complete the obligations of OWNER in the event the security is insufficient to pay such amounts. All administrative costs, including reasonable attorneys' fees pursuant to Government Code Section 66499.4 incurred by the City, in addition to the costs of the Improvements, shall be a proper charge against the security and OWNER.

L. TIME OF THE ESSENCE

The work and improvements required under this Agreement shall be performed on or before completion date set forth in Article II, Section D. Time is of the essence of this Agreement, and the same shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

M. COVENANT RUNNING WITH LAND; SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective Parties. This Agreement shall be recorded in the Official Records of the County of Fresno concurrent with the recording of the Final Map, and shall constitute a covenant running with the land and an equitable servitude upon the Subdivision. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and OWNER. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by OWNER without the written consent of CITY. Successors in Interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at time of transfer.

Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

Additionally, the following covenants affect development of Subject Property: 1) right to farm 2) temporary stormwater detention basin 3) lighting and landscape district no. 1.

N. INTEGRATION; INCORPORATION OF DOCUMENTS AND EXHIBITS

Each Party acknowledges that it has read and fully understands the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, and includes all documents referenced herein, including Exhibit "A," Legal Description of Property, and Exhibit "B," Development Impact Fees. The Final Map has been recorded separately, and a copy thereof is on file with the City Clerk.

O. CONDITIONS OF APPROVAL

OWNER shall comply with all conditions of approval set forth in Resolution No. 24-76, adopted by the City Council on September 25, 2024, the Standard Specifications, and the notes and requirements set forth on the Final Map, all of which are on file with the City Clerk.

OWNER has requested to defer submittals of landscape improvement plans and sewer lift station plans to a future date, following recordation of the final map. OWNER shall obtain City Engineer approval of stated plans prior to City issuance of any building permits.

OWNER is responsible for vacation of an existing 30-foot wide PG&E easement across proposed lots 8, 9, 23 to 28, 103 to 111 and 119 of the approved tentative map. OWNER shall provide documentation of easement vacation, to the satisfaction of the City, prior to issuance of any building permits.

P. APPLICABLE LAW AND VENUE

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. In performing the obligations set forth in this Agreement, OWNER shall comply with applicable laws, regulations, and rules of all local, State and federal governmental agencies having jurisdiction, including, without limitation, applicable federal and State labor standards and environmental laws and regulations. OWNER shall comply with the codes and ordinances of CITY including the Kerman Municipal Code and CITY'S building codes, as well as all regulations of the North Central Fire Protection District. 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.

Q. PREVAILING WAGES

OWNER shall:

1. Pay, and cause its contractors and subcontractors to pay, prevailing wages for the construction of those specific Improvements for which OWNER receives credits or reimbursements, if any, identified in Exhibit "B," and those Improvements, if any, that are "public works" under Chapter 1, Part 7, Division 2 of the California Labor Code, including Section 1720(a)

2. Comply with any applicable provisions of California Labor Code Sections 1720 et seq. and implementing regulations of the Department of Industrial Relations. OWNER shall, and shall cause its contractors and subcontractors to, keep and retain such records as are necessary to determine that prevailing wages have been paid as may be required by law. During the construction of the Improvements, if any, that are public works, OWNER shall, and shall cause its contractors to, post at the Property the applicable prevailing rates of per diem wages. As required by Article I, Section D of this Agreement, OWNER shall indemnify, hold harmless and defend (with counsel reasonably acceptable to CITY) CITY against any claim for damages, compensation, fines, penalties or other amounts arising out of the failure or alleged failure of any person or entity (including OWNER, its contractors and subcontractors) to pay prevailing wages as required by law or to comply with the other applicable provisions of California Labor Code Sections 1720 et seq. and the implementing regulations of the Department of Industrial Relations in connection with construction of Improvements, if any, that are public works.

R. ENFORCEMENT OF OBLIGATIONS

CITY may enforce this Agreement in any manner available at law or in equity, including, but not limited to, reversion to acreage.

S. LIMITATIONS OF LEGAL ACTS

Except as provided in Article I, Section T of this Agreement, in no event shall CITY, or its officers, officials, agents, employees, consultants and volunteers, be liable in damages for any breach or violation of this Agreement, it being expressly understood and agreed OWNER'S sole legal remedy for breach or violation of this Agreement by CITY shall be a legal action in mandamus, specific performance, or other injunctive or declaratory relief to enforce the provisions of this Agreement.

T. ATTORNEYS' FEES AND LEGAL EXPENSES

In the event either Party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Agreement, the prevailing Party in such proceeding or action shall be entitled to recover from the other Party its reasonable attorneys' fees and legal expenses. For purposes of this Agreement, "attorneys' fees" and "legal expenses" include, without limitation, paralegal fees and expenses, attorney and consultant fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing Party's attorneys in the course of the representation of the prevailing Party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

U. 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 a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provision 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.

V. SUBORDINATION

OWNER hereby warrants that any and all Parties having record title interest in the Final Map which may ripen into a fee have subordinated to this Agreement and all such instruments of subordination, if any, are attached hereto and made a part of this Agreement.

W. CAPTIONS

Section, paragraph and other captions or headings contained in this Agreement are inserted as a matter of convenience and for reference, and in no way define, limit, extend or otherwise describe the scope or intent of this Agreement or any provision hereof and shall not affect in any way the meaning or interpretation of this Agreement.

X. AMBIGUITIES OR UNCERTAINTIES

Any ambiguity or uncertainty herein shall be equally and fairly interpreted and construed without reference to the identity of the Party or Parties preparing this Agreement, on the express understanding and agreement the Parties participated equally in the negotiation and preparation of this Agreement, or have had equal opportunity to do so. Accordingly, the Parties hereby waive the benefit of California Civil Code Section 1654 and any successor or amended statute, providing that in cases of uncertainty, language of a contract should be interpreted most strongly against the Party who caused the uncertainty to exist.

Y. SEVERABILITY OF PROVISIONS

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the validity or enforceability of the other provisions, which shall remain in full force and effect.

ARTICLE II. CONSTRUCTION REQUIREMENTS

A. STANDARD SPECIFICATIONS

All of the Improvements and work and materials shall be performed, installed and provided in strict accordance with the Standard Specifications, which are incorporated herein by this reference as though set forth in full . All of said work and improvements shall also comply with the requirements of the Kerman Municipal Code. In the event there is not a Standard Specification applicable to the Improvements or work or materials, or any portion thereof, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of the Improvements

and work and materials shall be done, performed and installed under the supervision of the City Engineer, under whose directions the work shall be inspected as it progresses. Until Final Acceptance of Improvements, OWNER shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision, and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted on or required by the Improvement Plans, which may include sewer, water, street, storm drainage, street lighting, landscape, irrigation, grading, and traffic signal plans, as well as plans required by the Conditions of Approval, are incorporated herein by reference and made a part of this Agreement.

C. APPROVED PLANS

Notwithstanding CITY'S approval of the Improvement Plans, and that completion of the work and other acts are subject to approval of CITY, it is understood and agreed that any approval hereof by CITY shall in no way relieve OWNER of satisfactorily performing said work or its obligations hereunder. OWNER agrees to perform and construct all work and improvements shown on the approved plans on file in the office of the City Engineer.

D. TIME FOR PERFORMANCE AND SCHEDULE

The work and improvements required by the Conditions of Approval shall be performed on or before the Date of Completion set forth below. OWNER shall perform the work and Improvements to the satisfaction of the City Engineer. OWNER understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement. OWNER agrees to the following construction schedule:

	<u>Date of Completion</u>
1. Grading	1/30/26
2. Sewer Facilities	3/30/26
3. Water Facilities	5/30/26
4. Street Improvements	6/30/26
5. Completion of all Improvements	12/31/26

If the construction of the Improvements shall be delayed without the fault of OWNER, the time for completion thereof may be extended by CITY, in writing signed by the City Manager of CITY, for such period of time as CITY may deem reasonable. However, CITY reserves the right to withhold issuance of a certificate of occupancy for any dwelling unit constructed within the Subdivision prior to Final Acceptance of Improvements. Without limitation of the foregoing sentence, it is agreed that CITY shall have the right to determine whether to issue or withhold a certificate of occupancy if there is then existing a breach or failure to properly perform the obligations of this Agreement, or if issuance of a certificate of occupancy would not serve the public health, safety or welfare. Concrete curbs and gutters, the sanitary sewer system and house connections, storm drainage pipeline and structures, together with water mains, gas mains and their respective service connections and all other underground services or facilities, shall be completed before starting the street surfacing.

E. COMPACTION AND MATERIALS TESTING

Compaction and soils tests shall be paid for by OWNER, and OWNER shall contract with the soils laboratory directly. Street and utility trench tests shall be taken in varying locations, depths, and frequencies as required and directed by the City Engineer. Compaction of soils shall meet all CITY requirements.

F. CODES AND PERMITS

OWNER shall comply with all ordinances and codes of CITY, and shall secure an encroachment permit from CITY and submit to CITY evidence of insurance required by the encroachment permit before commencing work within any CITY right-of-way or property. OWNER shall install the Improvements in accordance with Kerman Municipal Code Chapter 16.40, Improvement Standards; the Standard Specifications; applicable standards and specifications of the State of California, Department of Transportation; and the Improvement Plans.

G. COORDINATION OF CONTRACTORS

It shall be the responsibility of OWNER to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall CITY be placed in the position of making decisions that are the responsibility of OWNER. It shall further be the responsibility of OWNER to give the City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of OWNER to timely notify the City Engineer may cause delay for which OWNER shall be solely responsible.

H. INSPECTION

Whenever OWNER varies the period during which work is carried on each day, OWNER shall give due notice to the Inspector so that proper inspection may be provided. Any work done in the absence of the Inspector will be subject to rejection. The inspection of the work shall not relieve OWNER of its obligations to satisfy this Agreement. Defective work shall be made good, and unsuitable materials will be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the Inspector and accepted by CITY.

I. REPAIR OF DAMAGED IMPROVEMENTS

Any damage to the water or sewer systems, concrete work, street paving, or other facilities and improvements constructed in connection with this Agreement that occurs after installation and prior to Final Acceptance of Improvements shall be repaired by OWNER to the satisfaction of the City Engineer before Final Acceptance of Improvements and release of security. CITY may, at its sole option, perform such repair or replacement if OWNER has failed to commence such repair within twenty (20) days after CITY has mailed to OWNER and OWNER'S surety written notice of the need for repairs or replacement. In such event, OWNER agrees to pay the cost of such repair and replacement by CITY, and CITY may recover such cost as a lien against the Subdivision. If CITY determines that public safety requires repairs or replacements to be made

before OWNER or surety can be notified, CITY may complete such repairs or replacements and recover the costs thereof as provided above.

J. DUST CONTROL

Adequate dust and mud control shall be maintained by OWNER on all streets within and without the Subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the Subdivision. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall forthwith give notice to OWNER to comply with the provision of this paragraph. Such notice may be personally served upon OWNER or, if OWNER is not an individual, upon any person who has signed this Agreement on behalf of OWNER or a superintendent or foreman of OWNER'S or OWNER'S contractor or subcontractor at the Subdivision, or, at the election of the City Engineer, such notice may be mailed to OWNER at OWNER'S address on file with the City Engineer. If, within twenty-four (24) hours after such personal service of such notice, or within forty-eight (48) hours after the mailing thereof as herein provided, OWNER shall not have commenced work to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled, as he may deem advisable, to eliminate the scattering of dust, by equipment and personnel of CITY or by contract as the City Engineer shall determine, and CITY may deduct the cost thereof from any deposits which OWNER has placed with CITY. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion of work, and adequate dust control shall be maintained during these operations.

K. UNDERGROUNDING OF UTILITIES; STREET SURFACING

OWNER agrees that all existing overhead utilities within the boundaries of the Subdivision, and on adjacent streets to the centerlines thereof, shall be replaced or relocated in underground installations. All new utilities shall be underground and all work shall be completed before installation of street surfacing.

L. STREET SWEEPING

OWNER shall pay for sweeping of streets within the Subdivision following installation of street paving, and all boundary streets throughout the course of construction of Improvements, prior to Final Acceptance of Improvements. CITY may provide such street sweeping services at its sole discretion and convenience. OWNER shall keep streets and gutters free of any mud, debris or materials. If OWNER fails to maintain streets in such condition which allows sweeping, CITY may remove any debris and deduct the cost thereof from any deposits which OWNER has placed with CITY.

M. PRECONSTRUCTION MEETING

OWNER agrees to meet with CITY at a preconstruction meeting. OWNER'S contractors and subcontractors for public improvements shall be required to attend the preconstruction meeting. Failure to do so shall draw a penalty of \$150.00 per contractor and sub-contractor, and stoppage of work until a preconstruction meeting is held.

N. BUILDING MATERIALS RECYCLING

OWNER agrees to participate in any building materials recycling program as directed by CITY. Participation shall also be required by all of OWNER'S contractors and sub-contractors for both public improvements and home construction, to fullest extent possible.

(Signatures on Next Page)

IN WITNESS WHEREOF, the Parties hereto have duly executed this Agreement on the day and year first above written.

CITY:

CITY OF KERMAN,

OWNER:

WFK Holdings, LLC, a California limited liability company

By: _____
Maria Pacheco
Mayor

By: _____
Ken Boyd, Manager

The Boyd Trust dated December 23, 1999

Attest:

By: _____
Kenneth Robert Boyd, Trustee for the
Boyd Trust dated December 23, 1999

Josie Camacho
City Clerk

By: _____
Susan Kay Boyd, Trustee for the Boyd
Trust dated December 23, 1999

Approved as to Form:

(Attach Notary Acknowledgements)

Hilda Cantú Montoy
City Attorney

Approved as to Engineering Content:

Jesus A. Gonzalez
City Engineer

EXHIBIT "A"

LEGAL DESCRIPTION OF PROPERTY

Tract No. 6430

TRACT ONE:

Lot 17 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

TOGETHER WITH, the Northerly 25.00 feet of that parcel of land granted to the Southern Pacific Railroad Company in the Deed recorded November 16, 1888, in Book 87, Page 157 of Deeds of Fresno County, lying between the West line of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian according to the Official Plat thereof, and the Southerly extension of the West line of Lot 16 of said Fresno Irrigated Farms Co. Tract, being Parcel 2, in the Deed executed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, to Kenneth R. Boyd and Susan K. Boyd, as Trustees of the Boyd Trust dated December 23, 1999, said Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records.

TOGETHER WITH, that portion of West California Avenue, as abandoned by Resolution No. 04-76, recorded July 11, 2006, as Document No. 2006-0144355, of Official Records, which would pass by operation of Law.

ALSO TOGETHER WITH, all that portion of said land conveyed in the Grant Deed recorded June 7, 2024, as Document No. 2024-0050304, of Official Records, the land therein being described as follows:

Being a portion of the Northeast quarter of Section 14, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, in the unincorporated area of the County of Fresno, State of California according to the Official Plat thereof, lying Northerly of the North Right-of-Way line of that certain parcel of land granted to the Southern Pacific Railroad Company by deed recorded November 16, 1888 in Book 87 at Page 157 of Official Records of Fresno County, and being more particularly described as follows:

BEGINNING, at the North quarter corner of said Section 14; Thence, along the North line of the Northeast quarter of said Section 14, North 89°49'20" East, 1319.72 feet to the Southerly extension of the West line of Lot 16 of the Fresno Irrigated Farms Company Tract recorded in Book 8 of Record of Surveys at Page 1, Fresno County Records; Thence, along said Southerly extension, South 00°45'28" West, 29.70 feet to the North

line of said Southern Pacific Railroad Company Right-of-Way, also being the North line of that certain Quitclaim Deed between the Union Pacific Railroad Company and Kenneth R. Boyd as recorded November 29, 2004 as Document No. 2004-0265622 of Official Records of Fresno County; Thence, along the North line of said Southern Pacific Railroad Company Right-of-Way, North 89°59'57" West, 1319.62 feet to the West line of the Northeast quarter of said Section 14; Thence, along said West line of the Northeast quarter of Section 14, North 00°38'13" East, 21.57 to the POINT OF BEGINNING.

EXCEPTING FROM, that portion lying within said Lot 17, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded June 13, 1947, in Volume 2533, Pages 185, 286 & 287 of Official Records, as Document No. 31682.

EXCEPTING FROM, that portion lying within the land conveyed by Union Pacific Railroad Company, a Delaware corporation formerly known as Southern Pacific Transportation Company, a Delaware corporation, in the Deed recorded November 29, 2004, as Document No. 2004-0265622, of Official Records, all minerals and all mineral rights of every kind and character now known to exist or hereafter discovered underlying the Property, including, without limiting the generality of the foregoing, oil and gas and rights thereto, TOGETHER WITH, the sole, exclusive and perpetual right to explore for, remove and dispose of said minerals by any means or methods suitable to Grantor, its successors and assigns, but without entering upon or using the surface of the Property, and in such manner as not to damage the surface of the Property, or to interfere with the use thereof by Grantees the heirs, successors or assigns of said Trust. Except as may be otherwise provided in a written assignment or other written agreement between Grantor and Grantees, Grantor reserves all income (including, without limitation, rentals, license fees and royalties from any existing license and other existing rights to use the Property and renewals thereof) granted by Grantor or Grantor's predecessors in interest. Grantees agree that if Grantees receive any such income, Grantees will promptly forward the income to Grantor.

EXCEPTING FROM, those portions lying within the Northeast quarter of said Section 14, less the Southern Pacific Railroad right-of-way, all oil, gas and other hydrocarbon substances in and under said premises, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as set forth in paragraphs (a), (b), (c) and (d), in said Deed, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded January 15, 1945, in Volume 2224, Page 109 of Official Records, as Document No. 2064.

APN: 020-041-45s and 020-041-47s and Portion of APN: 020-160-36s

TRACT TWO:

Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County.

EXCEPTING THEREFROM, the South 75 feet of the West 100 feet thereof, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

ALSO EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (portion)

TRACT THREE:

The South 75 feet of the West 100 feet of Lot 18 of Block 11 of Fresno Irrigated Farms Co. Tract, in the unincorporated area of the County of Fresno, State of California according to the map thereof recorded June 24, 1912, in Book 8, Page 1 of Record of Surveys, in the office of the County Recorder of said County, as described in the Deed recorded November 21, 1951, in Book 3091, Page 43 of Official Records, as Document No. 61176.

EXCEPTING THEREFROM, all oil, gas and other hydrocarbon substances in and under said premise, TOGETHER WITH, the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as more particularly described therein and also subject to the terms and conditions set forth therein, all as reserved by G. Kerckhoff Company, a California corporation, in the Deed recorded April 2, 1945, in Volume 2245, Pages 1 & 2 of Official Records, as Document No. 13312

APN: 020-160-36s (Portion)

EXHIBIT "B"
DEVELOPMENT IMPACT FEES

Tract No. 6430

EXHIBIT "B"
DEVELOPMENT IMPACT FEES - SINGLE-FAMILY RESIDENTIAL

TRACT NO. 6430
Tentative Map No. 2023-01
Owner: WFK Holdings, LLC

TM Approved: September 25, 2024
Impact Fee Schedule: 2014 SFR
Lots: 118

PART I: DEVELOPMENT IMPACT FEES DUE AT FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY					
Fee Description	Quantity	Rate	Extension	Adjusted Fee ⁽¹⁾	Fee Per Lot
Administrative Fee	118 UN	\$ 500.00	\$ 59,000	\$ 59,000	\$ 500.00
Public Building Facilities & Equipment	118 UN	\$ 1,324.00	\$ 156,232	\$ 156,232	\$ 1,324.00
General Plan	118 UN	\$ 296.00	\$ 34,928	\$ 34,928	\$ 296.00
Fire Station & Equipment	118 UN	\$ 730.00	\$ 86,140	\$ 86,140	\$ 730.00
Storm Drain Basin Acquisition	118 UN	\$ 252.00	\$ 29,736	\$ 29,736	\$ 252.00
Storm Drain Facilities	118 UN	\$ 1,043.00	\$ 123,074	\$ -	\$ -
Water Front Footage	0 LF	\$ 15.00	\$ -	\$ -	\$ -
Water Oversize	118 UN	\$ 304.00	\$ 35,872	\$ -	\$ -
Water Major Facilities	118 UN	\$ 2,126.00	\$ 250,868	\$ 250,868	\$ 2,126.00
Sewer Front Footage	0 LF	\$ 16.00	\$ -	\$ -	\$ -
Sewer Oversize	118 UN	\$ 554.00	\$ 65,372	\$ 19,542	\$ 165.61
Sewer Major Facilities	118 UN	\$ 2,349.00	\$ 277,182	\$ 68,958	\$ 584.39
Parks - Development	118 UN	\$ 2,706.00	\$ 319,308	\$ 319,308	\$ 2,706.00
Parks - Quimby	118 UN	\$ 759.00	\$ 89,562	\$ 89,562	\$ 759.00
Major Streets	118 UN	\$ 1,545.00	\$ 182,310	\$ 1,278	\$ 10.83
Street Signals	118 UN	\$ 159.00	\$ 18,762	\$ 18,762	\$ 159.00
Railroad Crossings	118 UN	\$ 263.00	\$ 31,034	\$ 31,034	\$ 263.00
Outside Travel Lane	118 UN	\$ 310.00	\$ 36,580	\$ 36,580	\$ 310.00
TOTAL			\$ 1,795,960	\$ 1,201,928	\$ 10,185.83

Notes:

1) Refer to Part II - Development Impact Fees - Single-Family Residential for fee adjustments.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES - SINGLE-FAMILY RESIDENTIAL

TRACT NO. 6430

Tentative Map No. 2023-01

Owner: WFK Holdings, LLC

TM Approved: September 25, 2024

Impact Fee Schedule: 2014 SFR

Lots: 118

PART II: DEVELOPMENT IMPACT FEE ADJUSTMENTS/REIMBURSEMENTS						
Fee Description	Previous Credit	Credit ⁽¹⁾	Total Credit	Original Fee Obligation	Adjusted Obligation	Potential Reimbursement
Administrative Fee	\$ -	\$ -	\$ -	\$ 59,000	\$ 59,000	\$ -
Public Building Facilities & Equipment	\$ -	\$ -	\$ -	\$ 156,232	\$ 156,232	\$ -
General Plan	\$ -	\$ -	\$ -	\$ 34,928	\$ 34,928	\$ -
Fire Station & Equipment	\$ -	\$ -	\$ -	\$ 86,140	\$ 86,140	\$ -
Storm Drain Basin Acquisition	\$ -	\$ -	\$ -	\$ 29,736	\$ 29,736	\$ -
Storm Drain Facilities	\$ -	\$ 125,502	\$ 125,502	\$ 123,074	\$ -	\$ 2,428
Water Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Oversize	\$ -	\$ 47,080	\$ 47,080	\$ 35,872	\$ -	\$ 11,208
Water Major Facilities	\$ -		\$ -	\$ 250,868	\$ 250,868	\$ -
Sewer Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Oversize	\$ -	\$ 45,830	\$ 45,830	\$ 65,372	\$ 19,542	\$ -
Sewer Major Facilities	\$ -	\$ 208,224	\$ 208,224	\$ 277,182	\$ 68,958	\$ -
Parks - Development	\$ -	\$ -	\$ -	\$ 319,308	\$ 319,308	\$ -
Parks - Quimby	\$ -	\$ -	\$ -	\$ 89,562	\$ 89,562	\$ -
Major Streets	\$ -	\$ 181,032	\$ 181,032	\$ 182,310	\$ 1,278	\$ -
Street Signals	\$ -	\$ -	\$ -	\$ 18,762	\$ 18,762	\$ -
Railroad Crossings	\$ -	\$ -	\$ -	\$ 31,034	\$ 31,034	\$ -
Outside Travel Lane	\$ -	\$ -	\$ -	\$ 36,580	\$ 36,580	\$ -
TOTAL	\$ -	\$ 607,668	\$ 607,668	\$ 1,795,960	\$ 1,201,928	\$ 13,636

Notes:

- 1) Refer to Part III for construction credit calculations. The amount of each credit is an estimate and will be updated as appropriate based on documented construction costs submitted to the City for review at final acceptance. The credit is calculated by applying the ratio of the fees for the single-family residential portion of the development relative to the total fees (single-family and multi-family combined) towards the total credit listed for each fee in Part III.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES - MULTI-FAMILY RESIDENTIAL

TRACT NO. 6430
Tentative Map No. 2023-01
Owner: WFK Holdings, LLC

TM Approved: September 25, 2024
Impact Fee Schedule: 2014 MFR
Units: 54

PART I: DEVELOPMENT IMPACT FEES DUE AT FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY					
Fee Description	Quantity	Rate	Extension	Adjusted Fee ⁽²⁾	Fee Per Unit
Administrative Fee	54 UN	\$ 475.00	\$ 25,650	\$ 25,650	\$ 475.00
Public Building Facilities & Equipment	54 UN	\$ 629.00	\$ 33,966	\$ 33,966	\$ 629.00
General Plan	54 UN	\$ 296.00	\$ 15,984	\$ 15,984	\$ 296.00
Fire Station & Equipment	54 UN	\$ 442.00	\$ 23,868	\$ 23,868	\$ 442.00
Storm Drain Basin Acquisition	54 UN	\$ 154.00	\$ 8,316	\$ 8,316	\$ 154.00
Storm Drain Facilities	54 UN	\$ 637.00	\$ 34,398	\$ -	\$ -
Water Front Footage	0 LF	\$ 15.00	\$ -	\$ -	\$ -
Water Oversize	54 UN	\$ 288.00	\$ 15,552	\$ -	\$ -
Water Major Facilities	54 UN	\$ 2,020.00	\$ 109,080	\$ 109,080	\$ 2,020.00
Sewer Front Footage	0 LF	\$ 16.00	\$ -	\$ -	\$ -
Sewer Oversize	54 UN	\$ 526.00	\$ 28,404	\$ 10,846	\$ 200.84
Sewer Major Facilities	54 UN	\$ 2,349.00	\$ 126,846	\$ 47,070	\$ 871.67
Parks - Development	54 UN	\$ 2,706.00	\$ 146,124	\$ 146,124	\$ 2,706.00
Parks - Quimby	54 UN	\$ 759.00	\$ 40,986	\$ 40,986	\$ 759.00
Major Streets	54 UN	\$ 1,049.00	\$ 56,646	\$ -	\$ -
Street Signals	54 UN	\$ 76.00	\$ 4,104	\$ 4,104	\$ 76.00
Railroad Crossings	54 UN	\$ 125.00	\$ 6,750	\$ 6,750	\$ 125.00
Outside Travel Lane	54 UN	\$ 211.00	\$ 11,394	\$ 11,394	\$ 211.00
TOTAL			\$ 688,068	\$ 484,138	\$ 8,965.51

Notes:

- 1) Refer to Part II - Development Impact Fees - Multi-Family Residential for fee adjustments.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES - MULTI-FAMILY RESIDENTIAL

TRACT NO. 6430

Tentative Map No. 2023-01

Owner: WFK Holdings, LLC

TM Approved: September 25, 2024

Impact Fee Schedule: 2014 SFR

Lots: 118

PART II: DEVELOPMENT IMPACT FEE ADJUSTMENTS/REIMBURSEMENTS						
Fee Description	Previous Credit	Credit ⁽¹⁾	Total Credit	Original Fee Obligation	Adjusted Obligation	Potential Reimbursement
Administrative Fee	\$ -	\$ -	\$ -	\$ 25,650	\$ 25,650	\$ -
Public Building Facilities & Equipment	\$ -	\$ -	\$ -	\$ 33,966	\$ 33,966	\$ -
General Plan	\$ -	\$ -	\$ -	\$ 15,984	\$ 15,984	\$ -
Fire Station & Equipment	\$ -	\$ -	\$ -	\$ 23,868	\$ 23,868	\$ -
Storm Drain Basin Acquisition	\$ -	\$ -	\$ -	\$ 8,316	\$ 8,316	\$ -
Storm Drain Facilities	\$ -	\$ 48,083	\$ 48,083	\$ 34,398	\$ -	\$ 13,685
Water Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Water Oversize	\$ -	\$ 18,038	\$ 18,038	\$ 15,552	\$ -	\$ 2,486
Water Major Facilities	\$ -		\$ -	\$ 109,080	\$ 109,080	\$ -
Sewer Front Footage	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
Sewer Oversize	\$ -	\$ 17,558	\$ 17,558	\$ 28,404	\$ 10,846	\$ -
Sewer Major Facilities	\$ -	\$ 79,776	\$ 79,776	\$ 126,846	\$ 47,070	\$ -
Parks - Development	\$ -	\$ -	\$ -	\$ 146,124	\$ 146,124	\$ -
Parks - Quimby	\$ -	\$ -	\$ -	\$ 40,986	\$ 40,986	\$ -
Major Streets	\$ -	\$ 69,358	\$ 69,358	\$ 56,646	\$ -	\$ 12,712
Street Signals	\$ -	\$ -	\$ -	\$ 4,104	\$ 4,104	\$ -
Railroad Crossings	\$ -	\$ -	\$ -	\$ 6,750	\$ 6,750	\$ -
Outside Travel Lane	\$ -	\$ -	\$ -	\$ 11,394	\$ 11,394	\$ -
TOTAL	\$ -	\$ 232,814	\$ 232,814	\$ 688,068	\$ 484,138	\$ 28,883

Notes:

- 1) Refer to Part III for construction credit calculations. The amount of each credit is an estimate and will be updated as appropriate based on documented construction costs submitted to the City for review at final acceptance. The credit is calculated by applying the ratio of the fees for the multi-family residential portion of the development relative to the total fees (single-family and multi-family combined) towards the total credit listed for each fee in Part III.

EXHIBIT "B"
DEVELOPMENT IMPACT FEES

TRACT NO. 6430

Tentative Map No. 2023-01

Owner: WFK Holdings, LLC

PART III: CONSTRUCTION CREDIT CALCULATIONS

Item Description	Quantity	Unit	Unit Cost	Extension
Storm Drain Facilities - California Avenue				
24" RCP	1,039.00	LF	\$ 124.00	\$ 128,836.00
Manholes	3.00	EA	\$ 6,750.00	\$ 20,250.00
Inlets	4.00	EA	\$ 6,125.00	\$ 24,500.00
				<u>\$ 173,586.00</u>
Water Oversize - California Avenue				
12" Water Main	1,379.00	LF	\$ 42.00	\$ 57,918.00
12" Valves	18.00	EA	\$ 400.00	\$ 7,200.00
				<u>\$ 65,118.00</u>
Sewer Oversize - California Avenue				
15" Sewer Main	1,378.00	LF	\$ 46.00	\$ 63,388.00
Sewer Major Facilities - California Avenue				
Lift Station	1.00	EA	\$ 288,000.00	\$ 288,000.00
Major Streets - California Avenue				
Median Curb	2,070.00	LF	\$ 15.00	\$ 31,050.00
Inside Lane AC Pavement	753.00	Tons	\$ 117.00	\$ 88,101.00
Inside Lane Base Rock	1,109.00	Tons	\$ 47.00	\$ 52,123.00
Subgrade Preparation	50,221.00	SF	\$ 0.32	\$ 16,070.72
Fog Seal	4,753.00	SY	\$ 1.50	\$ 7,129.50
Striping	1.00	LS	\$ 6,366.00	\$ 6,366.00
Median landscaping and irrigation	1.00	LS	\$ 49,550.00	\$ 49,550.00
				<u>\$ 250,390.22</u>
Total Credit =				\$ 840,482.22

Notes:

WHEN RECORDED MAIL TO:

City Clerk
City of Kerman
850 S. Madera Ave.
Kerman, CA 93630

NO FEE - Government Code 6103 & 27383

**STATEMENT OF COVENANTS AFFECTING LAND
DEVELOPMENT ACKNOWLEDGING RIGHT-TO-FARM
LAW FOR THE FINAL MAP OF TRACT NO. 6430**

Statement of Covenants Affecting Land Development
 Acknowledging Right-to-Farm Law
 Tract No. 6430
 Page 2

This covenant and agreement is made by and between the City of Kerman, a general law city ("City"), and WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999 ("Covenantor") located at 275 S. Madera Avenue, #100, Kerman, CA 93630 and is effective the date first appearing on the Clerk's Attestation and signature for the City of Kerman.

RECITALS

WHEREAS, Covenantor is the owner of that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as the "Subject Property" and more particularly described as follows and by this reference made a part of this Statement of Covenant:

Lots 1 through 119, inclusive, of the Final Map of Tract No. 6430, according to the map thereof recorded on _____, 20____ in Volume _____ of Plats at Page(s) _____, Fresno County Records

The Subject Property is generally located on the southeast corner of the California and Modoc Avenues alignment intersection.

WHEREAS, Covenantor hereby warrants that any and all parties having record title interest in the Subject Property which may ripen into a fee have subordinated to this instrument and that all such instruments of Subordination, if any, are attached hereto and made a part of this instrument; and

WHEREAS, Covenantor has filed with City a Final Map of Tract No. 6430, hereinafter referred to as the "Final Map;" and

WHEREAS, City desires to obtain covenants from Covenantor to insure the Subject Property is not developed, used, or maintained in such a way as to adversely affect adjoining properties.

COVENANTS, CONDITIONS, AND RESTRICTIONS

For favorable action on, and approval of, Covenantor's application for approval of said Final Map, Covenantor hereby covenants the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, and desirability of the Subject Property, the surrounding property, and the public at large and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Statement of Covenant will run with the Subject Property and shall be binding on each successive owner of the Subject Property and his/her/its heirs, administrators, successors, and assigns.

1. Covenantor hereby acknowledges the declared policy of the City of Kerman and

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6430
Page 3

the County of Fresno is to preserve, protect, and encourage development of its agricultural land and industries and that the subject property is near agricultural districts which are located in the City of Kerman and County of Fresno and that the residents of said property should be prepared to accept the inconveniences and discomfort associated with normal farm activities. Consistent with this policy, Covenantor acknowledges and agrees to comply with California Civil Code section 3482.5 (Right-to-Farm Law), which provides that “No agricultural activity, operation, or facility, or appurtenances thereof, conducted or maintained for commercial purposes, and in a manner consistent with proper and accepted customs and standards, as established and followed by similar agricultural operations in the same locality, shall be or become a nuisance, private or public, due to any changed condition in or about the locality, after it has been in operation for more than three years if it was not a nuisance at the time it began. California Civil Code section 3482.5 is incorporated into this Statement of Covenants as if set forth in full herein.”

2. Covenantor further agrees that no agricultural pursuit, activity, operation, or facility that is consistent with the City of Kerman’s general plan and the City of Kerman’s zoning ordinance, including legal nonconforming uses, and is conducted or maintained for commercial purposes in a manner consistent with proper and accepted customs and standards as established and followed by similar agricultural operations in Fresno County, shall be or become a nuisance, private or public, due to any changed condition in the vicinity of that agricultural pursuit, activity, operation, or facility, after it has been in operation for more than three years if it was not a nuisance at the time it began, provided that the agricultural pursuit, activity, operation, or facility does not unlawfully obstruct the free passage or use, in the customary manner, of any navigable lake, river, bay, stream, canal, or basin, or any public park, square, street, or highway.

3. The conditions of this Statement of Covenant are intended to benefit the public and public properties, including preserving agricultural land and by promoting a good neighbor policy with agricultural uses. Accordingly, City shall have the right to enforce this Statement of Covenant by any legal or equitable means against Covenantor and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof.

4. This Statement of Covenant shall burden the Subject Property and constitute a covenant running with the land in favor of and for the benefit of City shall be binding upon the successors, transferees, assigns and heirs of Covenantor. Persons intended to benefit from the conditions of this Statement of Covenant, such as those with an agricultural pursuit, activity, operation, facility, or appurtenances thereof, may also have the right to enforce this Statement of Covenant. Covenantor consents to the recordation of this Agreement with the Fresno County Recorder.

5. The conditions and obligations of this Statement of Covenant shall remain in full force and effect until such time as City finds enforcement of such conditions and obligations are no longer equitable thereafter records a release with the Fresno County Recorder.

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6430
Page 4

6. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Statement of Covenant, 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. For the purposes of this Statement of Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

7. The provisions of this Statement of Covenant shall be deemed independent and severable and the invalidity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context so requires, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

(Signatures on following page)

Statement of Covenants Affecting Land Development
Acknowledging Right-to-Farm Law
Tract No. 6430
Page 5

IN WITNESS WHEREOF, the Parties hereto have duly executed this Statement of Covenant.

CITY OF KERMAN,
a Municipal Corporation

COVENANTOR
WFK Holdings, LLC, a California limited
liability company

By: _____
John Jansons, City Manager

By: _____
Ken Boyd, Manager

(Attach Notary Acknowledgment)

The Boyd Trust dated December 23, 1999

ATTEST:

By: _____
Kenneth Robert Boyd, Trustee for the
Boyd Trust dated December 23, 1999

By: _____
Josie Camacho, City Clerk

By: _____
Susan Kay Boyd, Trustee for the Boyd
Trust dated December 23, 1999

Date: _____

APPROVED AS TO FORM:

(Attach Notary Acknowledgments)

By: _____
Hilda Cantu Montoy
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

STATE OF CALIFORNIA

COUNTY OF

On _____, 202__ before me, _____, personally appeared _____, proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature: _____

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

1

INDIVIDUAL

11

CORPORATE OFFICER

TITLE(S)

1

PARTNER(S)

1

LIMITED

11

GENERAL

ATTORNEY-IN-FACT

11

TRUSTEE(S)

GUARDIAN/CONSERVATOR

OTHER _____

SIGNER IS REPRESENTING:

(NAME OF PERSON(S) OR ENTITY(IES))

DESCRIPTION OF ATTACHED DOCUMENT

TITLE OR TYPE OF DOCUMENT

NUMBER OF PAGES

DATE OF DOCUMENT

SIGNER(S) OTHER THAN NAMED ABOVE

WHEN RECORDED MAIL TO:

City Clerk
City of Kerman
850 S. Madera Ave.
Kerman, CA 93630

NO FEE - Government Code 6103 & 27383

APNs: 020-160-36S, 020-41-45S, 020-41-47S
TRACT NO. 6430

**COVENANT REGARDING LAND DEVELOPMENT FOR THE
FINAL MAP OF TRACT NO 6430
“Kerman Landscape and Lighting District No. 1”**

This covenant and agreement is by and between the City of Kerman, a general law city (“City”), and **WFK Holdings, LLC, a California limited liability company and The Boyd Trust dated December 23, 1999** (“Covenantor”) located at 275 S. Madera Avenue, #100, Kerman, CA 93630 and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Kerman.

RECITALS

A. Covenantor is the owner and developer of that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as “the Subject Property,” which is generally depicted on Exhibit ‘A’ and more particularly described as:

Lots 1 through 119, inclusive, of the Final Map of Tract No. 6430, according to the map thereof recorded on _____, 20____ in Volume _____ of Plats at Page(s) _____, Fresno County Records

B. A condition of approval of Tentative Tract No. 6430 is a requirement that, prior to Final Map recordation, the Covenantor will annex the property to the Kerman Landscaping and Lighting District #1 (“LLD No. 1”) to levy and collect assessments to cover the cost of maintaining all streetlights, landscaping, and irrigation systems within the LLD No. 1 public right-of-way, and to cover the cost of maintaining special amenities located within the LLD No. 1 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts. The Covenantor is also required to disclose to all potential lot buyers that the Tract has been annexed into LLD No. 1. Said condition is set forth in Resolution No. 24-76 as Condition No. G.3 (hereafter “LLD Condition”).

C. The Covenantor and the City desire to enter into this covenant (“Covenant”) providing for such annexation and notice to satisfy the LLD Condition for the Subject Property portion of Tentative Tract No. 6430.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the LLD Condition, the Covenantor hereby covenants, promises, and agrees with the City for the benefit of the City and benefitted properties that the Subject Property shall be held, conveyed,

encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Subject Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of the Subject Property and Covenantor's heirs, successors, and assigns during Covenantor's ownership thereof.

1. The Covenantor agrees that prior to the recordation of Tentative Map No. 6430, Covenantor will annex the property to LLD No. 1 to be levied and assessments collected to cover the cost of maintaining streetlights, landscaping, and irrigation systems within the LLD No. 1 public right-of-way, and to cover the cost of maintaining special amenities located within the LLD No. 1 public right-of-way or easements, including, but not limited to, maintaining masonry walls, storm water holding ponds, and roundabouts.

2. The Covenantor agrees to disclose to all potential lot buyers, prior to transfer of ownership, that the parcel within the Subject Property is part of LLD No. 1.

3. The conditions of this Covenant are intended to benefit the Subject Property, the public, the City and its public properties. Accordingly, it is agreed the City shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor and such person or persons in actual possession of Subject property who directly or who through any agent violate the terms hereof.

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

5. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder or under LLD No. 1, 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. For the purposes of this

Covenant, “attorneys’ fees” and “legal expenses” include, without limitation, paralegals’ fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred by the prevailing party’s attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as “attorneys’ fees” or as “costs” under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys’ fees.

6. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

7. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

8. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property. Such instrument must be recorded in the Official Records of the County of Fresno.

9. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

///

IN WITNESS WHEREOF, the parties duly executed this Covenant.

City:
CITY OF KERMAN
a Municipal Corporation

Covenantor:
WFK Holdings, LLC, a California limited
liability company

By: _____
John Jansons,
City Manager

By: _____
Ken Boyd, Manager

ATTEST:

The Boyd Trust dated December 23, 1999

By: _____
Josie Camacho,
City Clerk

By: _____
Kenneth Robert Boyd, Trustee for the
Boyd Trust dated December 23, 1999

Date: _____

By: _____
Susan Kay Boyd, Trustee for the Boyd
Trust dated December 23, 1999

APPROVED AS TO FORM:

(Attach Notary Acknowledgments)

By: _____
Hilda Cantu Montoy,
City Attorney

WHEN RECORDED MAIL TO:

City Clerk
City of Kerman
850 S. Madera Ave.
Kerman, CA 93630

NO FEE - Government Code 6103 & 27383

APNS: 020-160-18S

**BASIN COVENANT AND AGREEMENT
AFFECTING LAND BENEFITING PROPERTY FOR THE
FINAL MAP OF TRACT NO. 6430**

This Covenant and Agreement is made by and between the City of Kerman, a general law city (“City”), Lum Family Enterprises, LLC, a California limited liability company, (“Covenantor 1”), and WFK Holdings, LLC, a California limited liability company and the The Boyd Trust dated December 23, 1999 (“Covenantor 2”), and is effective the date first appearing on the Clerk’s Attestation and signature for the City of Kerman.

RECITALS

A. Covenantor 2 is the owner of that certain real property in the City of Kerman, County of Fresno, State of California, hereinafter referred to as the “Benefiting Property,” and more particularly described as:

Lots 1 through 119, and Outlots A1 through D4, of Tract No. 6430, in the City of Kerman, County of Fresno, State of California, according to the map thereof recorded in Volume ____ of Plats at Pages ____ through ____, Fresno County Records.

B. A condition of approval of Tract No. 6430 is a requirement that the Covenantor 2 provide temporary drainage facilities for the Benefiting Property (a subdivision) until such time that permanent facilities are available. Said condition is set forth in Resolution No. 24-76 as Condition No. F.1 and F.2 (hereafter “Temporary Basin Condition”).

C. Covenantor 2 has represented that the Benefiting Property is unable to accommodate a temporary basin within the Benefiting Property.

D. Covenantor 1 is the owner of that certain real property in the City of County of Fresno, State of California, hereinafter referred to as “the Subject Property,” and more particularly described as:

Lots 19 And 20 In Section 11, Township 14 South, Range 17 East, Mount Diablo Base And Meridian, According To The Map Of A Part Of Fresno Irrigated Farms Company Tract, Recorded In Book 8, Page 1 Of Record Of Surveys, In The Office Of The County Recorder Of Said County.

Except All Oil, Gas And Other Hydrocarbon Substances In And Under Said Premises, Together With The Right And Privilege To Develop And

Remove The Same, As Reserved In The Deed From Win. G. Kerckhoff Company, A Corporation, To Livorio F. Cuadros And Mary Cuadros, Husband And Wife, As Joint Tenants, Dated February 6, 1947, Recorded March 19, 1947 in Book 2494, Page 411 as Document No. 13688.

E. The Subject Property is located contiguous to and immediately north of the Benefiting Property, and has sufficient capacity to accommodate a temporary basin to serve the Benefiting Property immediately north of the future alignment of California Avenue in Kerman, California.

F. Covenantor 2 has requested, and Covenantor 1 desires to grant, an easement upon the Subject Property as more particularly described in **Exhibit “A”** (“Easement”) to serve as a temporary basin facility.

G. The Parties acknowledge that the use of the Easement is a necessary element to satisfy the Temporary Basin Condition.

H. The Covenantor 2, Covenantor 1, and City desire to enter into this covenant (“Covenant”) providing for such facilities. The Parties acknowledge that the Covenantor 2 may establish a homeowners association for the Covenantor 2, which shall then assume all of Covenantor 2’s rights and duties under the Covenant and such homeowners association shall be deemed Covenantor 2 hereunder.

COVENANT AND AGREEMENT

In consideration of the foregoing recitals which are incorporated by reference and to satisfy the Temporary Basin Condition, the Covenantor 1 hereby covenants, promises, and agrees with the City and Covenantor 2 for the benefit of the City and benefitted properties, including the Benefiting Property, that the Subject Property shall be held, conveyed, encumbered, used, occupied, developed, maintained, and improved subject to the following covenants, conditions, and restrictions, which are for the purpose of enhancing attractiveness, usefulness, value, desirability, and safety of the Benefiting Property, the surrounding property and the public at large, and to minimize possible adverse effects on the public health, safety, peace, and general welfare. Each of the covenants, conditions, and restrictions contained in this Covenant shall run with the Subject Property and shall be binding upon and inure to the benefit of each successive owner of

the Benefiting Property and owner's heirs, successors, and assigns during ownership thereof as well as to benefit the City.

1. The Covenantor 1 and Covenantor 2 agree that the Easement described in **Exhibit "A"** shall be used as temporary flooding and drainage facilities ("Temporary Basin") until the Engineer of the City determines that such use is no longer necessary. Covenantor 2 shall use commercially reasonable efforts to backfill said basin(s) within ninety (90) days after notice is given by the City that the Temporary Basin is no longer needed.

- a. The Temporary Basin(s) shall be constructed and maintained in such manner that its capacity is equivalent to that which it was designed for or greater than that which is required per the Temporary Basin Condition.
- b. The Temporary Basin (s) shall be kept free of any nuisance in fact or law, and shall be kept fenced and locked, with a separate City lock to allow for City access.
- c. Covenantor 2 shall be solely responsible for operation, maintenance, and repair of the Temporary Basin(s), including without limitation any and all costs associated therewith.
- d. Covenantor 2 shall operate, maintain, and repair the Temporary Basin(s) in a manner that does not interfere with the City's storm drainage system, or public rights of way. If in the discretion of the City, Covenantor 2 is not adequately operating, maintaining, or repairing the Temporary Basin(s), Covenantor 2 shall promptly remedy the same within twenty-one (21) days upon notice provided by the City to Covenantor 2 pursuant to the notice provisions in Section 16 below. If said obligations are not timely and fully completed within twenty-one (21) days of receipt of the notice, Covenantor 1 and Covenantor 2 agree the City has the option, but not the obligation, to enter the Subject Property as authorized herein and per the non-exclusive license granted in Section 2 below, and to undertake the repair, maintenance, or to take any other reasonable action to ensure the Temporary Basin(s) are operating as designed and approved. Notwithstanding, Covenantor 1 and Covenantor 2 agree that the City may immediately, without prior notice, enter the Subject Property and undertake said repairs, maintenance, or operations of the Temporary Basin(s) if warranted to address imminent public health, safety, or

welfare concerns as determined in the sole, reasonable discretion of the City. Covenantor 2 further agrees that any costs or expenses incurred by the City under this Covenant shall be the sole obligation of Covenantor 2 and must be paid by the Covenantor 2 within thirty (30) calendar days of a request for payment, accompanied by invoices or other evidence documenting the reasonable costs incurred by the City being delivered in accordance with the notice provisions contained in Section 16 below to the property owner of the Subject Property at the address shown on the County assessor's property tax assessment records. If not timely paid, Covenantor 2 consents to the recording of a lien on the Benefiting Property for any unpaid amount owing the City.

- e. Covenantor 2 shall place on deposit with the City, an initial amount in the sum of ten thousand dollars (\$10,000.00) which the city will hold as security for the faithful performance of the obligations set forth herein. In the event that Covenantor 2 shall fail to timely perform any of its obligations herein, City may utilize the deposit amount to perform such obligations without notice to Covenantor 2. City will thereafter provide Covenantor 2 with an invoice for amounts expended and Covenantor 2 shall replenish the deposit amount within thirty (30) days of such invoice. The deposit amount shall not earn interest. City may seek an increase in the deposit amount after a period of five years in an amount equal to the increase in CPI for the region during that period. Covenantor 2 may replace the cash deposit with substitute security in the form of a bond or letter of credit approved by the City at any time. The deposit amount shall be refunded to Covenantor 2 upon the first occurrence of (1) the final completion of the formation of an HOA on the Benefiting Property with binding and irrevocable conditions to maintain the Temporary Basin in a form approved by the City, (2) the completion of the sale and transfer of the Subject Property to Covenantor 2 and the execution of a new or amended agreement between Covenantor 2 and the City for maintenance of the Temporary Basin; or (3) the termination of this Covenant and restoration of the Subject Property as required herein.

2. The Covenantor 1 grants to the Covenantor 2 an easement to enter and use the Easement for any of the purposes identified in Section 1, or which may be required to effectuate the Temporary Basin Condition. The Covenantor 1 further grants to the City the right to enter upon the Subject Property for purposes of inspection and emergency maintenance of the drainage facilities and to regulate the use of and access to the portion of the Subject Property subject to the Easement. In that regard, the City shall have a non-exclusive license to enter upon that portion of the Subject Property subject to the Easement, and Covenantor 2 consents to the same.

3. Upon abandonment of the Temporary Basin(s) by connection to the City's drainage system, Covenantor 2 shall also be responsible for abandonment of pipeline and associated storm drain facilities that are no longer used for drainage within the Easement to the satisfaction of the City.

4. The conditions and restrictions of this Covenant are intended to benefit the Benefitting Property, the public, the City, and the City's public properties. Accordingly, it is agreed the City and/or the Covenantor 2 shall have the right to enforce this Covenant by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against the Covenantor 1 and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof. Additionally, City shall have the right to enforce this Covenant against Covenantor 2 by any legal or equitable means, including, but not limited to, obtaining an order of specific performance, against Covenantor 2 and such person or persons in actual possession of Subject Property who directly or who through any agent violate the terms hereof.

5. The foregoing conditions shall remain in full force and effect until such time as (i) the City Engineer of City has made a determination that the Temporary Basin and thereby this Covenant are no longer necessary and provides written notice to Covenantor 1 and Covenantor 2; (ii) the Covenantor 2 at their sole cost and expense close the Temporary Basin and restore the Subject Property to substantially the same condition as its pre-Temporary Basin condition; and (iii) the City Engineer of the City has executed a Release of this Covenant. The City acknowledges that it is the intent of the parties of this Covenant to terminate when the Benefitting Property has connected to a permanent retention basin and City drainage facilities sufficient to serve the Benefitting Property.

6. To the furthest extent allowed by law, Covenantor 1 and Covenantor 2 agree to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, Covenantor 1, Covenantor 2, or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees, litigation and legal expenses incurred by the City or held to be the liability of the City, including plaintiff's or petitioner's attorney's fees if awarded, in connection with the City's defense of its actions in any proceeding), arising or alleged to have arisen directly or indirectly out of performance or in any way connected with: (i) the making or performance of this Covenant; (ii) the design, installation, operation, removal or maintenance of the work, including those associated with the Temporary Basin(s), by Covenantor 2 and their employees, officers, agents, contractors or subcontractors; or (iii) the inspection, maintenance, or other work, including those associated with the Temporary Basin(s), by the City including that necessitated by Covenantor 1's or Covenantor 2's failure to timely perform under this Covenant. Covenantor 1's or Covenantor 2's obligations under the preceding sentence shall apply regardless of whether the City or any of its officers, officials, employees or agents are negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the gross negligence or willful misconduct, of the City or any of its officers, officials, employees, agents or authorized volunteers.

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

8. If either party is required to commence any proceeding or legal action to enforce or interpret any term or condition of this Covenant, including enforcement of a lien thereunder, 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. For the purposes of this Covenant, "attorneys' fees" and "legal expenses" include, without limitation, paralegals' fees and expenses, attorneys, consultants fees and expenses, expert witness fees and expenses, and all other expenses incurred

by the prevailing party's attorneys in the course of the representation of the prevailing party in anticipation of and/or during the course of litigation, whether or not otherwise recoverable as "attorneys' fees" or as "costs" under California law, and the same may be sought and awarded in accordance with California procedure as pertaining to an award of contractual attorneys' fees.

9. Failure by either party to perform any material term or provision of this Covenant shall constitute a default. The party alleging a default shall provide the other party with written notice of any default and fifteen (15) days within which to cure the condition, or, if the nature of such that the default cannot be cured within that time, a party shall not be in default if such party commences to perform its obligations to cure within the fifteen (15) day period and diligently completes performance. Written notice shall specify, in detail the nature of the obligations to be performed by the defaulting party. Notwithstanding the foregoing, the City shall have the right to enter the Subject Property and undertake repairs, maintenance, or operations of the Temporary Basin(s) without notice, when warranted to address imminent public health, safety, or welfare concerns as determined in the sole discretion of the City Manager or designee.

10. Except as provided by Paragraph 8 regarding attorney's fees and legal expenses, in no event shall the City, or its officers, agents or employees, be liable in damages for any breach or violation of this Covenant, it being expressly understood and agreed Covenantor 1's and Covenantor 2's sole legal remedy for breach or violation of this Covenant by the City shall be a legal action in mandamus, specific performance or other injunctive or declaratory relief to enforce the provisions of this Covenant.

11. The provisions of this Covenant shall be deemed independent and severable and the validity or partial invalidity or unenforceability of any one provision or portion thereof shall not affect the validity or enforceability of any other provision hereof. Whenever the context of the Covenant so requires, in interpreting this Covenant, any gender includes the other genders, the singular includes the plural, and the plural includes the singular.

12. This Covenant requires Covenantor 1 to obtain subordination agreements by any person, entity, partnership, or corporation that may have a secured interest in the Subject Property that could arise to a fee interest. If there is such a secured interest, the subordination agreements shall be substantially in the form set forth in **Exhibit "B"** and shall be recorded at the same time that this Covenant is recorded.

13. No Third Party Beneficiaries. This Covenant shall not be deemed to confer any rights upon any individual or entity which is not a party hereto. The parties hereto expressly disclaim any such third-party benefit.

14. Amendments. This Covenant may be amended only by a written instrument signed by both the City and the record owner of the Subject Property and Covenantor 2. Such instrument must be recorded in the Official Records of the County of Fresno.

15. Counterparts. This Covenant may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same instrument.

16. Notices. Any notice authorized, required, or permitted to be given hereunder shall be properly addressed to the party to be notified at the following address:

To City: City of Kerman
Attn: City Engineer
850 S. Madera Ave
Kerman, CA 93630

To Covenantor 1: To the address shown on the County
assessor's property tax assessment records

To Covenantor 2: Ken Boyd
275 S. Madera Ave #100
Kerman, CA 93630

Any notice shall be deemed to have been given upon actual receipt if sent by United States mail, postage prepaid, certified mail or registered mail, return receipt requested. Any notice delivered by hand delivery or sent by overnight courier shall be deemed received on the date of actual receipt or upon refusal of delivery. Any address for notice may be changed by ten (10) days' prior written notice to the other party of such address change in the manner provided above.

IN WITNESS WHEREOF, the parties duly executed this Covenant.

DATED: _____, 2025

CITY:

City Of Kerman
a Municipal Corporation

By: _____
Maria Pacheco, Mayor

ATTEST:

By: _____
Josie Camacho
City Clerk

Date: _____

COVENANTOR 1:

Lum Family Enterprises, LLC, a California
limited liability company

By: _____
Christopher Lum, Manager

COVENANTOR 2:

WFK Holdings, LLC, a California limited
liability company

By: _____
Ken Boyd, Manager

The Boyd Trust dated December 23, 1999

By: _____
Kenneth Robert Boyd, Trustee for the
Boyd Trust dated December 23, 1999

By: _____
Susan Kay Boyd, Trustee for the Boyd
Trust dated December 23, 1999

(Attach notary acknowledgements)

EXHIBIT A

EXHIBIT A LEGAL DESCRIPTION

APN: 020-160-18S (portion)

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

Being a portion of Lot 19 in Section 11, Township 14 South, Range 17 East, Mount Diablo Base and Meridian of Fresno Irrigation Farms Co. Tract, recorded in Book 8, Page 1, of Record of Surveys, Fresno County Records, more particularly described as follows:

COMMENCING at the Southwest corner of said Lot 19;

Thence North 00°46'10" East, along the West line of said Lot 19, for 33.28 feet to a point on a line 33.28 feet North of and parallel with the South line of said Lot 19;

Thence North 89°49'20" East, along said parallel line for 48.65 feet to the true **POINT OF BEGINNING**;

Thence North 00°10'40" West, perpendicular to the South line of said Lot 19 for 216.85 feet to a point on a line 250.13 feet North of and parallel with said South line;

Thence North 89°49'20" East, along said parallel line for 349.06 feet;

Thence South 00°10'40" East, perpendicular to the South line of Lot 19 for 216.85 feet to a point on said parallel line, 33.28 feet North of said South line;

Thence along said parallel line, South 89°49'20" West for 349.06 feet back to the **POINT OF BEGINNING**;

Containing 75,692 Square Feet, or 1.74 acres, more or less

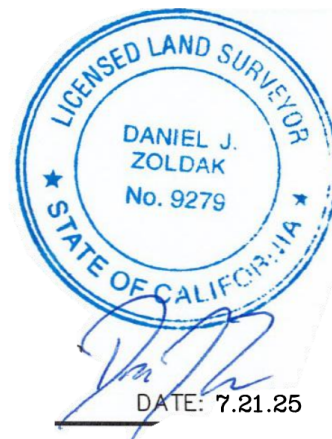
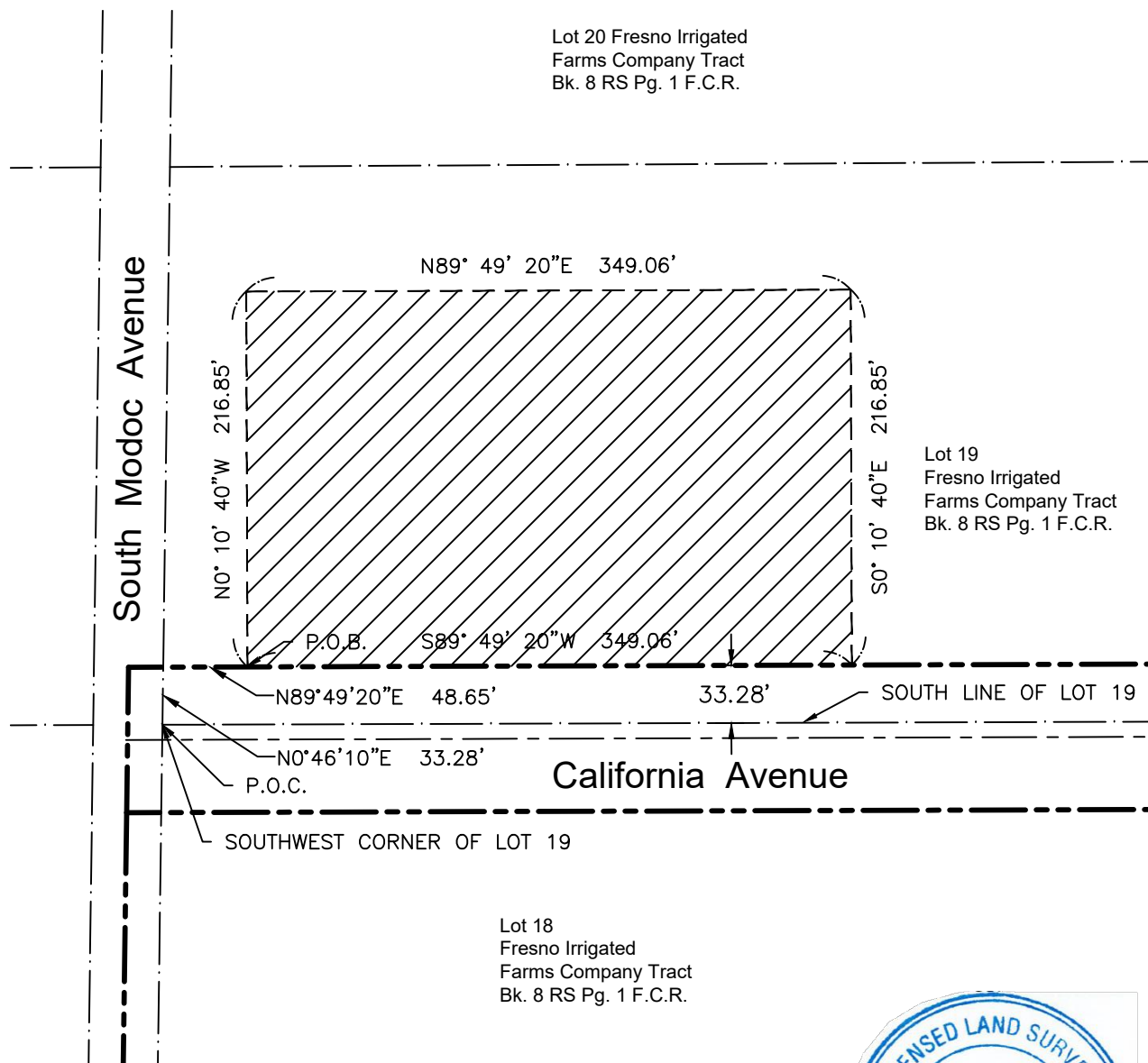
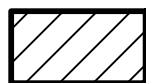


EXHIBIT A - TEMPORARY BASIN EASEMENT

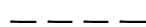
City of Kerman, County of Fresno, State of California



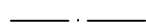
LEGEND



AREA TO BE GRANTED AS TEMPORARY
STORM DRAIN BASIN EASEMENT,
AREA = 75,692 SF



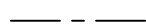
BASIN EASEMENT LINE



LOT LINES PER FRESNO IRRIGATION FARMS COMPANY TRACT.



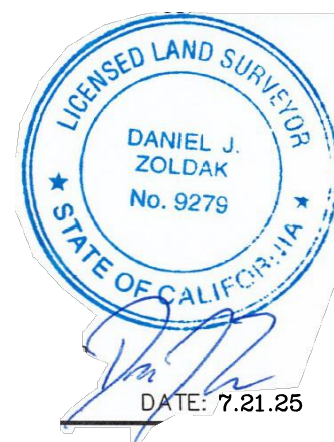
BOUNDARY LINE



CENTERLINE

P.O.C. POINT OF COMMENCEMENT

P.O.B. POINT OF BEGINNING



DATE: 07/21/2025



LARS ANDERSEN & ASSOCIATES, INC.
CIVIL ENGINEERS – LAND SURVEYORS – PLANNERS
4694 WEST JACQUELYN AVENUE, FRESNO CALIFORNIA 93722
TEL: 559 276-2790 FAX: 559 276-0850 WWW.LARSANDERSEN.COM



EXHIBIT B

(Subordination - Form)

The undersigned as holder of the beneficial interest in and under that certain Deed of Trust recorded on {_____, 20____}, in the office of the {_____} County Recorder, as Document No. {_____} of which the Deed of Trust in, by and between {Full Name of Trustor}, as Trustor, {Full Name of Trustee}, as Trustee and {Full Name of Beneficiary}, as Beneficiary, hereby expressly subordinates said Deed of Trust and its beneficial interest thereto to the foregoing Basin Covenant Affecting Land Benefiting Property For The Final Map Of Tract No. 6430

DATED: _____, 202__

BENEFICIARY

By: _____

Name: _____

Title: _____

By: _____

Name: _____

Title: _____

(Beneficiary to print/type document information, Name, Title and attach
Notary Acknowledgment)

RECORDING REQUESTED BY
AND WHEN RECORDED MAIL TO:

Section 7, Item C.

City Clerk
City of Kerman
850 S. Madera Ave
Kerman, California 93630

APN: 020-160-18S (portion)

No recording fee required:

Exempt pursuant to Code 27383

No filing fee required:

Exempt pursuant to Government Code Section 6103

No payment of document transfer tax:

Exempt pursuant to Revenue and Taxation Code Section 11922

Space above this line for Recorder's Use

DEED OF EASEMENT

Lum Family Enterprises, LLC, a California Limited Liability Company, receipt of which is hereby acknowledged, hereby GRANTS to the City of Kerman, a California Municipal Corporation, an easement for public street and utility purposes over, across, and through the following described real property in the City of Kerman, County of Fresno, State of California, more particularly described as follows:

See Exhibits "A" – Legal Description and "B" – Right-of-Way Dedication attached hereto and incorporated herein by reference.

GRANTOR:

Lum Family Enterprises, LLC

Christopher Lum, Manager

Date

ACKNOWLEDGMENT

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

State of California

County of _____

On _____ before me, _____
(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

**EXHIBIT A
LEGAL DESCRIPTION
RIGHT OF WAY DEDICATION**

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

The South 33.28 feet of Lot 19 in Section 11, Township 14 South, Range 17 East, Mount Diablo Base and Meridian of Fresno Irrigation Farms Co. Tract, recorded in Book 8, Page 1, of Record of Surveys, Fresno County Records.

Containing 43,034 Square Feet, or 0.99 acres, more or less

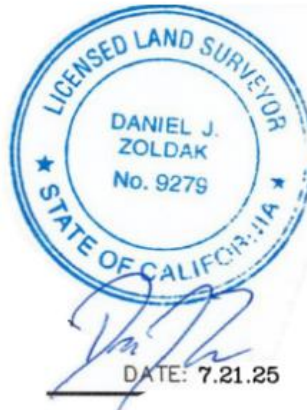
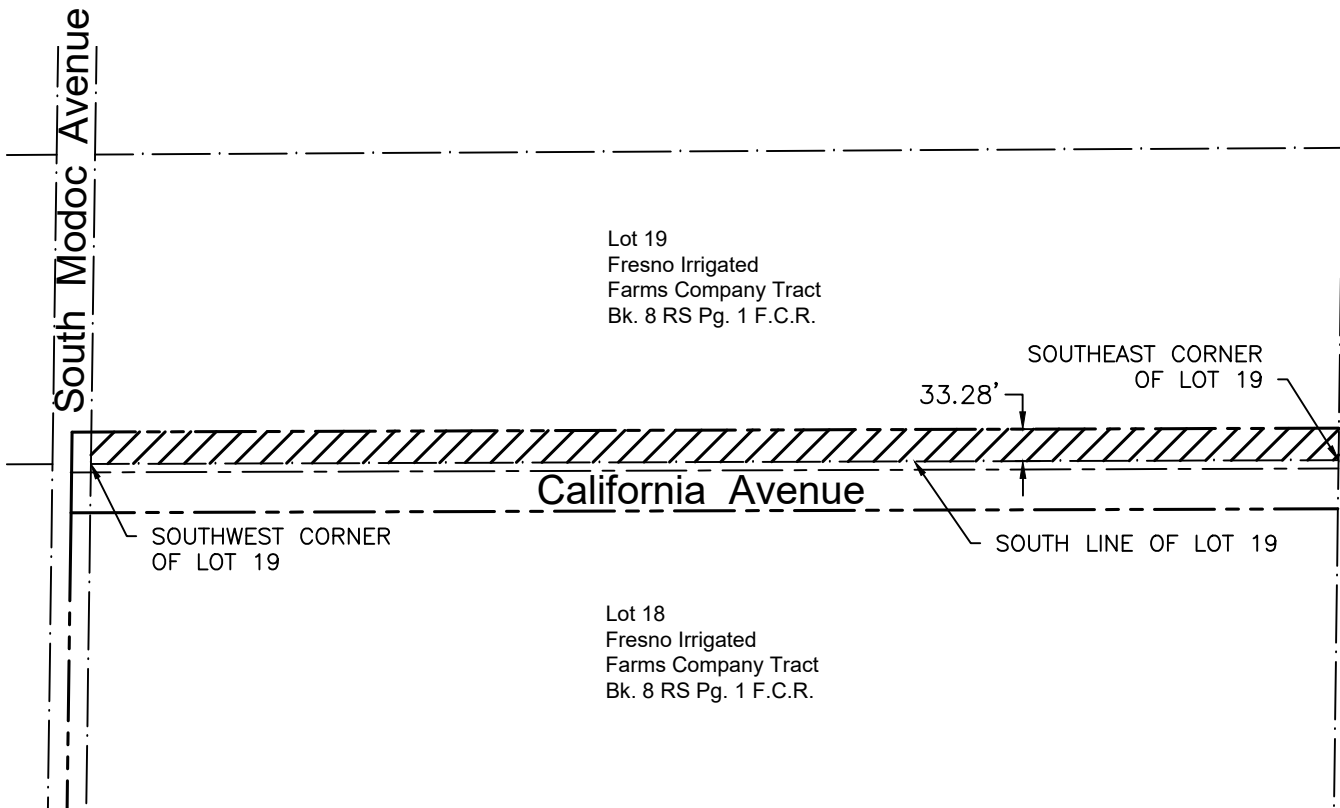
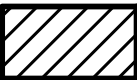


EXHIBIT B - ROW DEDICATION
City of Kerman, County of Fresno, State of California

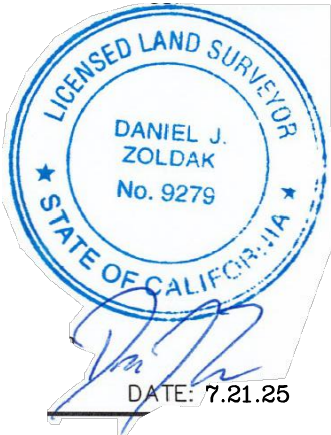


LEGEND

- · — LOT LINES PER FRESNO IRRIGATION FARMS COMPANY TRACT.
- - - BOUNDARY LINE
- - - CENTERLINE



AREA TO BE DEDICATED FOR
PUBLIC STREET PURPOSES
AREA = 43,034 SF



DATE: 07/21/2025



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