CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, August 26, 2026 at 6:00 PM

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

Zoom: Kerman City Council Meeting
Telephone Number: (669) 900-6833
Meeting ID: 832 7703 1207
Passcode: 93630
*Dial *9 to raise hand. Once called upon, dial *6 to unmute.*

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

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

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

1. **OPENING CEREMONIES**

   A. Call to Order

   B. Roll Call

   C. Invocation

   D. Flag Salute

2. **AGENDA APPROVAL/ADDITIONS/DELETIONS**
   To accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed.

3. **PRESENTATIONS/CEREMONIAL MATTERS**

   A. "No Kill Shelter" Designation Awarded to Kerman Animal Shelter by Best Friend's Animal Society (SW)

   B. Special Recognition (JAJ)

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. Participants on Zoom who wish to address the Council raise your digital hand now or dial *9 to indicate you wish to speak. Once called upon, dial *6.*

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 - August 12, 2026

      RECOMMENDATION: Council approve minutes as presented.

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

      1. Nos. 35474-35597 $1,496,967.68 ACH $133,737.71.

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

   C. **SUBJECT:** Payroll (JA)

      7/19/26 to 8/1/26: $286,404.53; Retro Pay & Other: $2,421.43; Overtime: $11,929.11; Holiday: $0.00; Standby: $2,373.83; Comp Time Earned: 37.50

      RECOMMENDATION: Council approve payroll as presented.

   D. **SUBJECT:** Consideration of Second Amendment to a Consultant Services Agreement with Rod Carsey, Consulting and Plan Review Services for Building Plan Checking Services (JAJ)

RECOMMENDATION: Council adopt a resolution approving a Second Amendment to Consultant Services Agreement with Rod Carsey, Consulting and Plan Review Services for building plan checking services.

E. **SUBJECT:** Resolution Approving Award of Contract for Orchard Removal at the Wastewater Treatment Plant Complex to JFS Enterprises, Inc. (JG)

RECOMMENDATION: Council adopt the resolution:

1. Awarding contract for orchard removal the Wastewater Treatment Plant Complex to JFS Enterprises, Inc. in the amount of $107,250.00; and

2. Authorizing a 10% construction contingency in the amount of $10,700.00; and

3. Authorizing the City Manager to sign the construction contract on behalf of the City; and

4. Authorizing the City Manager to sign change orders, up to the additional contingency amount, on behalf of the City.

6. **PUBLIC HEARINGS – None.**

7. **DEPARTMENT REPORTS**

A. **SUBJECT:** Approval of Independent Instructor Agreement with Rebecca Klepac to instruct fee-based Yoga classes for the Parks, Recreation and Community Services Department (TJ)

RECOMMENDATION: Council adopt a resolution approving an Independent Instructor Agreement with Rebecca Klepac to instruct fee-based Yoga classes and authorize the City Manager to execute the contract.

B. **SUBJECT:** Consideration of Street Naming Request In Recognition of Jay Gill (JAJ)

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

C. **SUBJECT:** Resolution Approving Construction Contract Change Order No. 8 for the Hart Ranch Community Park Project (JG)

RECOMMENDATION: Council adopt the resolution:

1. Approving Construction Contract Change Order No. 8 for the Hart Ranch Community Park Project to Avison Construction, Inc. in the amount of $171,131.00; and

2. Authorizing the City Manager to sign Construction Contract Change Order No. 8 on behalf of the City; and

3. Authorizing an additional construction contingency in the amount of $50,000 and authorizing the City Manager to sign future change orders up to $50,000.

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**
If desired, members of the public may comment on Closed Session items. Members of the public wishing to address Council on Closed Session items should notify the Mayor when that item is called, and the Mayor will recognize your discussion at that time. It should be noted that Council is prohibited from discussing or addressing comments on Closed Session items.

A. Public Employee Performance Evaluation pursuant to Government Code Section 54957 Title: City Manager

B. Conference with Labor Negotiators pursuant to Government Code Section 54957.6 City Designated Representatives: Mayor Pacheco and Mayor Pro Tem Yep Unrepresented Employee: City Manager

11. **ADJOURNMENT**

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

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

AGENDA POSTING CERTIFICATION

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

Date: August 21, 2026 /s/ Dalia Santana-Zamudio, City Clerk

CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, August 12, 2026 at 6:00 PM
City Hall, 850 S. Madera Avenue, Kerman, CA 93630

1. OPENING CEREMONIES

A. Call to Order - **6:00 p.m.**

B. Roll Call - **All members present except Mayor Pro Tem Yep and Mayor Pacheco.**

C. Invocation - **Moment of silence observed.**

D. Flag Salute – **Performed**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Written request received from Bill Skinner to postpone item 7.A to the next meeting.

After Council discussion, motion to postpone item 7.A made by Councilmember Dhaliwal, seconded by Councilmember Hall.

Ayes: Dhaliwal, Hall, Herrera
Noes: None
Abstain: None
Absent: Yep, Pacheco
Motion passed 3-0-0-2.

Motion to approve the agenda as amended made by Councilmember Dhaliwal, seconded by Councilmember Hall.

Ayes: Dhaliwal, Hall, Herrera
Noes: None
Abstain: None
Absent: Yep, Pacheco
Motion passed 3-0-0-2.

3. PRESENTATIONS/CEREMONIAL MATTERS - **None.**

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

Public comment received by Lora Nehring and Zoom caller.

5. CONSENT CALENDAR

A. **SUBJECT:** Minutes - July 8, 2026

RECOMMENDATION: Council approve minutes as presented.

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

1. Nos. 35125-35247 $135,666.21 ACH $912,976.99.

2. Nos. 35248-35473 $1,169,004.57 ACH $192,081.52.

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

C. **SUBJECT**: Payroll (JA)

6/21/26 to 7/4/25: $284,834.84; Retro Pay & Other: $2,572.44; Overtime: $13,265.72; Holiday: $2,779.56; Standby: $2,459.92; Comp Time Earned: 61.02

7/5/26 to 7/18/26: $284,899.67; Retro Pay & Other: $3,971.66; Overtime: $12,554.40; Holiday: $0.00; Standby: $1,919.35; Comp Time Earned: 95

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. **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 2026/2027 (Measure "C"). **– Res. 26-57**

F. **SUBJECT:** Agreement with CivicPlus for the Transition of Agenda Meeting Management Essential to Agenda Meeting Management Select (DSZ)

RECOMMENDATION: Council adopt resolution approving Statement of Work and related Master Services Agreement with CivicPlus for the transition of Agenda Management Essential to Agenda Management Select and authorizing the City Manager to sign. **– Res. 26-58**

G. **SUBJECT:** Third Amendment to Agreement with CSG Consultants, Inc. for Building and Safety Services (JAJ)

RECOMMENDATION: Council adopt resolution approving Amendment No. 3 to the Agreement with CSG Consultants, Inc for Building and Safety Services. **– Res. 26-59**

H. **SUBJECT:** Approval of Contract No. 27-0121 Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging (TJ)

RECOMMENDATION: Council adopt a resolution approving Contract No. 27-0121 Title III C1 Congregate Nutrition Site Management with the Fresno-Madera Area Agency on Aging and authorizing the City Manager to execute the contract. **– Res. 26-60**

I. **SUBJECT:** Pacific Gas and Electric Joint Use Agreement for the Vineland Avenue Widening Project from Whitesbridge Road to 660' to the South (JG)

RECOMMENDATION: Council adopt a resolution approving an agreement with Pacific Gas and Electric (PG&E) for joint use of public street right-of-way for the Vineland Avenue Widening Project from Whitesbridge Road to 660' to the South. **– Res. 26-61**

J. **SUBJECT:** Consider Resolution Delegating Authority to the City Clerk to Execute Certificates of Acceptance of Deeds Conveying Property Interests to the City. (JAJ & JG)

RECOMMENDATION: Council adopt resolution delegating authority to the City Clerk to execute Certificates of acceptance of deeds conveying property interests to the City. **– Res. 26-62**

K. **SUBJECT:** Three Year contract with NEOGOV human resource online platform services from September 1, 2026 to June 30, 2029 (JAJ)

RECOMMENDATION: Council adopt resolution approving Order Form contract with NEOGOV and related Sourcewell Master Agreement #030425 for human resource online platform services from September 1, 2026 to June 30, 2029, and authorize the City Manager to sign the contract. **– Res. 26-63**

Motion to approve the consent calendar made by Councilmember Hall, seconded by Councilmember Dhaliwal.
Ayes: Hall, Dhaliwal, Herrera
Noes: None
Abstain: None
Absent: Yep, Pacheco
Motion passed 3-0-0-2.

6. PUBLIC HEARINGS

Opened at 6:17 p.m.

A. **SUBJECT:** Public Hearing and Adoption of the City of Kerman's 2025 Urban Water Management Plan and 2025 Water Shortage Contingency Plan (MB) (AH)

RECOMMENDATION: Council conduct a public hearing regarding the Draft 2025 Urban Water Management Plan (UWMP) and 2025 Water Shortage Contingency Plan (WSCP), adopt (i) Resolution Adopting The 2025 Urban Water Management Plan and (ii) Resolution Adopting the WSCP. **– Res. 26-64 & Res. 26-65**

Presentation by Angela Hall. Comments from Council.

Closed public hearing at 6:26 p.m.

Motion made by Councilmember Dhaliwal, seconded by Councilmember Hall.
Ayes: Dhaliwal, Hall, Herrera
Noes: None
Abstain: None
Absent: Yep, Pacheco
Motion passed 3-0-0-2.

7. DEPARTMENT REPORTS

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

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

Item postponed to August 26, 2026.

B. **SUBJECT:** Award of Contract for the Fiscal Year 25/26 Street Sealing Project to VSS International, Inc. (JG)

RECOMMENDATION: Council adopt the resolution:

1. Awarding the FY 25/26 Street Sealing Project to VSS International, Inc. in the amount of $369,211.00; and

2. Authorizing a 10% construction contingency in the amount of $36,900.00; and

3. Authorizing the City Manager to sign the construction contract on behalf of the City; and

4. Authorizing the City Manager to sign change orders, up to the additional contingency amount, on behalf of the City. **– Res. 26-66**

Motion made by Councilmember Hall, seconded by Councilmember Dhaliwal.
Ayes: Hall, Dhaliwal, Herrera
Noes: None
Abstain: None
Absent: Yep, Pacheco
Motion passed 3-0-0-2.

C. **SUBJECT:** Consideration of Opportunity Zone 2.0 Recommendation for Eligible Census Tract in the City of Kerman (FP)

RECOMMENDATION: Adopt a resolution authorizing the City Manager, or designee, to submit a Local Authority Recommendation to the Governor's Office of Business and Economic Development (GO-Biz) requesting that the following eligible census tracts be considered for Opportunity Zone 2.0 designation: 40.05 (06019004005), 40.06 (06019004006) **– Res. 26-67**

Motion made by Councilmember Hall, seconded by Councilmember Dhaliwal.
Ayes: Hall, Dhaliwal, Herrera
Noes: None
Abstain: None
Absent: Yep, Pacheco
Motion passed 3-0-0-2.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION - 6:56 p.m.

A. Public Employee Performance Evaluation pursuant to Government Code Section 54957 Title: City Manager

B. Conference with Labor Negotiators pursuant to Government Code Section 54957.6 City Designated Representatives: Mayor Pacheco and Mayor Pro Tem Yep Unrepresented Employee: City Manager

Reconvened at 7:16 p.m. with no reportable action.

11. ADJOURNMENT - 7:16 p.m.

MINUTES CERTIFICATION

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

Date: August 13, 2026 /s/ Dalia Santana-Zamudio, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
Printed: 8/17/2026 9:14 AM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
35474	UB*02148	CRISTOBAL CRUZ RAMIREZ	08/04/2026	195.77
35475	UB*02151	LOREE ETCHISON	08/04/2026	90.95
35476	UB*02147	TALMADGE HORN	08/04/2026	102.39
35477	BP-JOSE	JOSEPH CROWN CONSTRUCTION ANI	08/04/2026	36.07
35478	UB*02150	DAVID LEDESMA	08/04/2026	92.98
35479	UB*02159	GABRIELA LEE	08/04/2026	161.15
35480	UB*02157	BLANCA & JOSE LOPEZ	08/04/2026	15.64
35481	UB*02153	GONZALO MALDONADO	08/04/2026	10.35
35482	UB*02146	OSCAR NAVARRO	08/04/2026	81.08
35483	UB*02158	RODRIGO RAMIREZ	08/04/2026	16.79
35484	UB*02149	ROSA MARIA ROSALES	08/04/2026	123.91
35485	UB*02155	JOSE JUAN MANUEL SERRATO L	08/04/2026	38.39
35486	UB*02152	TEJINDER SINGH	08/04/2026	282.17
35487	UB*02154	JASMINE KAUR THANDI	08/04/2026	63.58
			Total for 8/4/2026:	1,311.22
35488	11493	24 / 7 PET VETS	08/05/2026	286.00
35489	11494	AXON ENTERPRISES INC	08/05/2026	1,790.00
35490	11355	BADGER METER	08/05/2026	445.90
35491	10545	WILBERT BARCOMA	08/05/2026	176.00
35492	12476	RUTH BELMONTE	08/05/2026	75.00
35493	10617	C A REDING CO INC	08/05/2026	512.31
35494	10064	CAL VALLEY PRINTING	08/05/2026	229.49
35495	13030	CALIFORNIA TURF EQUIPMENT & SU	08/05/2026	49,865.87
35496	12858	MARISOL CAMACHO	08/05/2026	92.80
35497	13004	ANNA CARLILE	08/05/2026	150.00
35498	12213	PATRICK CLARK	08/05/2026	176.00
35499	10104	COMCAST	08/05/2026	498.48
35500	10114	CROWN SHORT LOAD CONCRETE	08/05/2026	3,065.47
35501	10619	EDD	08/05/2026	5,028.00
35502	10144	ELBERT DISTRIBUTING INC	08/05/2026	592.91
35503	12831	ELITE CHARTERS & TOURS LLC	08/05/2026	2,014.00
35504	12766	BRANDON ESCALERA	08/05/2026	154.00
35505	10157	FERGUSON ENTERPRISES INC	08/05/2026	792.63
35506	10177	GAMETIME	08/05/2026	6,717.89
35507	12719	ANDREW GARCIA	08/05/2026	20.00
35508	10185	GRAINGER	08/05/2026	1,995.26
35509	11358	GREAT AMERICA FINANCIAL SERVICI	08/05/2026	791.40
35510	11468	GREEN HILLS NURSERY INC	08/05/2026	919.35
35511	12980	HOLY GROUND MINISTRY	08/05/2026	150.00
35512	10219	JENSEN & PILEGARD INC	08/05/2026	339.91
35513	10485	JP AIR CONDITIONING & HEATING	08/05/2026	620.00
35514	11965	MISSION UNIFORM SERVICE	08/05/2026	191.75
35515	10282	OFFICE DEPOT	08/05/2026	64.92
35516	10289	P.G.& E.	08/05/2026	10,563.85
35517	12026	PRECISION CIVIL ENGINEERING INC	08/05/2026	9,098.70

Check No	Vendor No	Vendor Name	Check Date	
35518	10316	R G EQUIPMENT OF FRESNO INC	08/05/2026	918.34
35519	10327	SAFETY KLEEN SYSTEMS INC	08/05/2026	310.00
35520	12475	SAN JOAQUIN PEST CONTROL	08/05/2026	883.00
35521	10332	SEBASTIAN	08/05/2026	2,035.40
35522	12602	SEQUOIA EQUIPMENT COMPANY INC	08/05/2026	400.00
35523	10862	SIGNMAX	08/05/2026	778.72
35524	11650	SITEONE LANDSCAPE SUPPLY, LLC	08/05/2026	2,101.34
35525	12368	SPECIALTY HOSE EXPRESS LLC	08/05/2026	641.52
35526	13027	STAPLES CONTRACT & COMMERCIAI	08/05/2026	1,073.51
35527	11460	SUPERIOR POOL PRODUCTS LLC	08/05/2026	1,327.53
35528	10754	THE HOME DEPOT PRO-SUPPLY WORI	08/05/2026	1,450.10
35529	11502	TIREHUB LLC	08/05/2026	696.66
35530	10379	UNDERGROUND SERVICE ALERT OF	08/05/2026	541.44
35531	10168	UNITY IT	08/05/2026	10,666.49
35532	12178	VALLEY ANIMAL CENTER SPAY & NE	08/05/2026	74.06
35533	12628	FRANCISCO VASQUEZ	08/05/2026	154.00
			Total for 8/5/2026:	121,470.00
ACH	10147	EMPLOYMENT DEVELOPMENT DEPAI	08/07/2026	11,304.11
ACH	10517	FEDERAL TAXES PAYROLL	08/07/2026	68,019.38
ACH	10518	KERMAN POLICE OFFICERS ASSN	08/07/2026	962.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	08/07/2026	277.50
ACH	10520	ICMA-RC	08/07/2026	5,056.56
ACH	10522	CALPERS	08/07/2026	48,117.66
			Total for 8/7/2026:	133,737.71
35534	11387	LUISA AGUIRRE	08/13/2026	544.00
35535	10021	ALERT O LITE	08/13/2026	547.99
35536	12537	AMERITAS GROUP INSURANCE CORP	08/13/2026	2,756.86
35537	12530	APOLLO HEALTH INC	08/13/2026	600.00
35538	10040	AT&T MOBILITY	08/13/2026	2,409.72
35539	11324	AVISON CONSTRUCTION INC	08/13/2026	953,215.21
35540	10056	BOGIE'S PUMP SYSTEMS	08/13/2026	2,680.42
35541	12348	BRADY INDUSTRIES	08/13/2026	108.24
35542	10061	BSK ASSOCIATES	08/13/2026	1,525.00
35543	10617	C A REDING CO INC	08/13/2026	126.38
35544	10074	CALIFORNIA PARK/RECREATION SOC	08/13/2026	185.00
35545	10078	CALIFORNIA STATE DISBURSEMENT	08/13/2026	969.23
35546	12844	CALIFORNIA STATE DISBURSEMENT (	08/13/2026	161.53
35547	13030	CALIFORNIA TURF EQUIPMENT & SU	08/13/2026	561.17
35548	10564	CITY OF KERMAN	08/13/2026	115.00
35549	12205	CONTEMPORARY SERVICES CORPOR	08/13/2026	222.00
35550	10109	AUDITOR CONTROLLER/TREASURER	08/13/2026	133.00
35551	11999	DOG WASTE DEPOT	08/13/2026	315.78
35552	12700	DPREP INC	08/13/2026	425.00
35553	13090	ZOE DUNGAN	08/13/2026	90.00
35554	12521	EDIS	08/13/2026	20,622.53
35555	11550	FRESNO COUNTY SHERIFFS OFFICE -	08/13/2026	137.00
35556	10162	FRESNO COUNTY TREASURER	08/13/2026	26,375.57
35557	10166	FRESNO-MADERA AGENCY ON AGIN(	08/13/2026	22.35
35558	10185	GRAINGER	08/13/2026	2,112.09
35559	11358	GREAT AMERICA FINANCIAL SERVICI	08/13/2026	493.36
35560	11468	GREEN HILLS NURSERY INC	08/13/2026	281.71
35561	10201	HORIZON	08/13/2026	3,358.32
35562	12522	HARMEEN KAUR	08/13/2026	255.00

Check No	Vendor No	Vendor Name	Check Date	
35563	12597	KERMAN UNIFIED SCHOOL DISTRICT	08/13/2026	24.03
35564	12171	KINGS WATER ALLIANCE	08/13/2026	10,649.00
35565	10678	MAC'S EQUIPMENT INC	08/13/2026	1,346.08
35566	11703	MAVERICK DATA SYSTEMS LLC	08/13/2026	250.00
35567	10261	MID VALLEY DISPOSAL INC	08/13/2026	173,990.50
35568	11965	MISSION UNIFORM SERVICE	08/13/2026	1,840.40
35569	10289	P.G.& E.	08/13/2026	97,364.66
35570	10290	PACIFIC GAS & ELECTRIC	08/13/2026	19,860.87
35571	12523	PAMOIST PET HOSPITAL	08/13/2026	1,981.22
35572	11473	LORENZO PARRA	08/13/2026	478.00
35573	12842	PRIMO BRANDS	08/13/2026	154.93
35574	12808	QUADIENT FINANCE USA INC	08/13/2026	539.61
35575	10319	RENO'S HARDWARE	08/13/2026	256.85
35576	11714	ROD CARSEY	08/13/2026	764.24
35577	12923	RWE CLEAN ENERGY DCE OPERATIO	08/13/2026	26,186.79
35578	11428	SHI INTERNATIONAL CORP	08/13/2026	2,278.54
35579	10337	SLUMBERGER LUMBER	08/13/2026	2,252.80
35580	10561	SOUTHERN COMPUTER WAREHOUSE	08/13/2026	1,514.70
35581	12368	SPECIALTY HOSE EXPRESS LLC	08/13/2026	6.85
35582	13027	STAPLES CONTRACT & COMMERCIAI	08/13/2026	735.32
35583	11460	SUPERIOR POOL PRODUCTS LLC	08/13/2026	567.26
35584	12917	SURF THRU INC	08/13/2026	943.50
35585	12115	TAPCO	08/13/2026	1,649.29
35586	12581	TATES TSHIRT DESIGNS AND PRINTS,	08/13/2026	16.35
35587	10357	TAYLOR MADE IRRIGATION	08/13/2026	6.06
35588	10360	TERRY JOHNSON TRUCKING	08/13/2026	930.81
35589	10754	THE HOME DEPOT PRO-SUPPLY WORI	08/13/2026	483.57
35590	10168	UNITY IT	08/13/2026	708.34
35591	10387	USA BLUE BOOK	08/13/2026	304.70
35592	10391	VALLEY FARM SUPPLY STORES	08/13/2026	424.66
35593	10394	VALLEY IRON INC	08/13/2026	552.88
35594	13081	KARIME VERDUGO	08/13/2026	150.00
35595	12290	VERIZON	08/13/2026	1,516.00
35596	10406	WEST HILLS OIL INC	08/13/2026	296.19
35597	11907	SPRINGBROOK HOLDING COMPANY I	08/13/2026	1,966.00
			Total for 8/13/2026:	1,374,340.46
			Report Total (130 checks):	1,630,859.39

PAY PERIOD: July 19, 2026 - August 1, 2026

	Salary	RETRO PAY & OTHER	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			Hours	Amount	Hours	Amount	Hours	Amount		
Grand Total	$ 286,404.53	$ 2,421.43	228.91	$ 11,929.11	-	$ -	99.50	$ 2,373.83	$ 303,128.91	37.50

STAFF REPORT

MEETING DATE: August 26, 2026

PRESENTER: John Jansons, City Manager

SUBJECT: Consideration of Second Amendment to a Consultant Services Agreement with Rod Carsey, Consulting and Plan Review Services for Building Plan Checking Services (JAJ)

RECOMMENDATION: Council adopt a resolution approving a Second Amendment to Consultant Services Agreement with Rod Carsey, Consulting and Plan Review Services for building plan checking services.

DISCUSSION:

On March 11, 2020, City Council approved a professional services agreement with Rod Carsey, Consulting and Plan Review Services (Rod Carsey) to provide building plan checking services for the Building Division of the Community Development Department (CDD). Rod Carsey currently provides the City with plan checking services for public and private projects, including commercial and residential plan reviews.

On June 28, 2023, the agreement was extended by a First Ammendment to June 30, 2026. City staff continue to be very satisfied with the services delivered by Rod Carsey to date and desire to continue his services as they have been economical, prompt, and responsive. Therefore, staff is recommending approval of a Second Amendment to the consultant services agreement.

The services agreement will be subject to the terms listed below and as further defined in the Professional Service Agreement attached as **Exhibit 'A'** of **Attachment 'A'**.

Term	Three years ending on June 30, 2029 or by 30 Day Notice by City
Base Fee	50% of the Plan Check fee charged by the City
Plan Addendums	$73 per hour
Expedited Plan Review	50% of the Plan Check fee charged by the City plus $73 per hour

FISCAL IMPACT:
Plan checking services are included as part of the annual budget process. Plan checking fees are reimbursed to the City and paid by private developers for their projects.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 26-_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH ROD CARSEY CONSULTING AND PLAN REVIEW SERVICES FOR BUILDING PLAN CHECKING SERVICES

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 11, 2020, the City of Kerman (City) entered into an agreement with Rod Carsey Consulting and Plan Review Services (Consultant) for building plan checking services; and

WHEREAS, the agreement was extended by a First Amendment on June 28, 2023 to June 30, 2026.

WHEREAS, funds for plan checking services are budgeted annually to continue to procure these services; and

WHEREAS, City and Consultant desire to extend the Agreement through a Second Amendment continuing these services through June 30, 2029, or by termination of the agreement by either party.

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

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

SECTION 2. The Council approves the Second Amendment to Agreement with Rod Carsey Consulting and Plan Review Services attached hereto as **Exhibit 'A'**.

SECTION 3. The City Manager or his designee is authorized to execute the First Amendment.

SECTION 4. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 26th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana-Zamudio
City Clerk

Exhibit 'A'

SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF KERMAN AND ROD CARSEY CONSULTING AND PLAN REVIEW SERVICES FOR BUILDING PLAN CHECKING SERVICES

This Second Amendment to Agreement with Rod Carsey Consulting and Plan Review Services for building plan checking services is entered between the City of Kerman, a California municipal corporation, (hereinafter referred to as "CITY") and Rod Carsey Consulting and Plan Review Services (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 11, 2020, the City of Kerman (City) entered into an agreement with Rod Carsey Consulting and Plan Review Services (Consultant) for building plan checking services; and

WHEREAS, the initial agreement expired on June 30, 2023 and was extended by a First Amendment on June 28, 2023 to June 30, 2026; and

WHEREAS, funds are allocated annually in the City budget to continue the services provided by Consultant; and

WHEREAS, City and Consultant desire to extend the Agreement through a Second Amendment effective July 1, 2026 through June 30, 2029.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 1 titled "Scope of Services" is amended to read as follows:

   Section 1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY, services as requested by CITY as specifically set forth in this Second Amendment of **Exhibit 'A-1**' which is attached hereto and hereafter referred to as "Second Amendment Scope of Services."

2. Section 2 titled, “Term of Agreement” is amended to read as follows:

   Term of Agreement. The Second Amendment to Agreement shall be effective from July 1, 2026 to June 30, 2029, subject to any earlier termination in accordance with this Agreement.

3. Section 3 titled, “Compensation” is amended to read as follows:

   Compensation. Effective July 1, 2026, CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this

Agreement shall be at the rate and schedules attached hereto as **Exhibit "A-2"**, referred to "Second Amendment Fee Schedule", which includes flat rate, percentage base rate, and hourly charges. CONSULTANT acknowledges at the flat fee and percentage base rates are subject to change upon the City's approval of new fees.

4. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the Parties have caused this Second Amendment to the Agreement to be executed by their duly authorized representatives

CITY OF KERMAN:

John Jansons, City Manager

DATE: _____

ROD CARSEY CONSULTING AND PLAN REVIEW SERVICES:

Name, Title

DATE: _____

ATTEST:

Dalia Santana Zamudio, City Clerk

DATE: _____

APPROVED AS TO FORM:

Hilda Cantu Montoy, City Attorney

DATE: _____

Exhibit 'A-1'

SECOND AMENDMENT SCOPE OF SERVICES

A. SCOPE OF SERVICE:

1. Perform plan checking services for commercial, residential, and solar projects on behalf of the City as directed by the City Manager or his/her designee.

2. Perform plan checking addendums for commercial, residential, and solar projects on behalf of the City as directed by the City Manager or his/her designee.

3. Perform other plan checking and/or plan review-related consultative support services as requested

4. Plan reviews will consist of building, mechanical, plumbing, electrical, energy and ADA requirements. Plan checking will be reviewed under the most recent adopted Uniform Building Codes and compared against City ordinances and related policies.

B. ELECTRONIC PLAN REVIEW AND COMMENTS:

1. The City will transmit to the Plans Examiner job information including a receipt copy of the total plan checking fee charged by the City.

2. All plans will be reviewed electronically using Bluebeam Revu. The Plans Examiner will prepare a plan checking letter with all building code-related comments. The letter will be emailed to the City unless directed otherwise.

C. REVIEW TIME:[1]

1. First-time submittal of plans will be reviewed within 15 to 20 business days. The second and subsequent submittal of plans will be reviewed within 10 to 15 business days. Non-expedited plan submittals will be reviewed on a first come - first serve basis.

2. Plans submitted for expedited plan review will be reviewed within 5 to 15 business days.

[1] *Review times as described in C. 1 and C. 2 may vary due to volume and complexity of plan review*

Exhibit 'A-2'

SECOND AMENDMENT FEE SCHEDULE

FEE FOR SERVICES:

1. The Plans Examiner shall be entitled to 50% of the total plan checking fee charged by the City for all projects.

2. Addendum [2] plan review will be plan-checked on an hourly rate set at $73.

3. Expedited plan reviews will be done at a rate of 50% of the City plan checking fee plus $73 an hour.

4. Participate and attend meetings on behalf of the City as directed will be at an hourly rate set at $55.

INVOICE AND PAYMENT METHOD:

An invoice shall be submitted via email to the City no later than the 10th day of every month for work completed in the previous month. The City must review, request clarification or corrections, and remit payment within 30 days from the date of invoice. Said payment shall be made out to Rod Carsey.

[2] *Addendum shall mean a revision or correction to plans that have been plan checked and received an "Approval" stamp from the Plans Examiner.*

STAFF REPORT

MEETING DATE: August 26, 2026

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Approving Award of Contract for Orchard Removal at the Wastewater Treatment Plant Complex to JFS Enterprises, Inc. (JG)

RECOMMENDATION: Council adopt the resolution:

1. Awarding contract for orchard removal the Wastewater Treatment Plant Complex to JFS Enterprises, Inc. in the amount of $107,250.00; and
2. Authorizing a 10% construction contingency in the amount of $10,700.00; and
3. Authorizing the City Manager to sign the construction contract on behalf of the City; and
4. Authorizing the City Manager to sign change orders, up to the additional contingency amount, on behalf of the City.

DISCUSSION:

The Wastewater Treatment Plant Complex located south Kerman includes 27 acres of tree orchard that has been historically leased for almond production. At the end of the 2024 crop season, the leasehold farmer no longer wished to farm the orchard because the trees were beyond their useful lifespan and it was no longer economically feasible to continue farming that orchard. Subsequent lack of interest by other farmers confirmed that the orchard was beyond its useful life and should be removed.

The proposed contract, **Exhibit 'A'** to the Resolution, with JFS Enterprises will mechanically remove the existing almond trees, chip the wood debris, and include removal and disposal from the City owned property.

On July 13, 2026, the City electronically mailed and advertised on its website a request for bids with five contractors submitting by the 2:00 PM deadline of August 5, 2026. The results are as follows:

Contractor	Base Bid
JFS Enterprises, Inc.	$107,250.00
HD Matthews Demolition & Excavation	$121,000.00
Alpha1 Engineering, P.C. dba Alpha 1	$125,125.00
Alpha Petroleum Transport, Inc.	$158,365.10
Apex Enterprises, Inc.	$418,000.00

The engineer's construction estimate for the Project was in the amount of $124,000. Staff has reviewed the bid submitted by JFS Enterprises, Inc. and determined the bid received to be responsive and JFS Enterprises, Inc. to be a responsible contractor.

FISCAL IMPACT:

The total estimated Project cost is $138,000 which includes design, construction, construction management, and contingency. The Project will be funded from the Capital Project funds from Wastewater, Water and Storm Drain funds.

ATTACHMENTS:

A. Resolution w/Exhibit
B. Vicinity Map

Attachment 'A'

RESOLUTION NO. 26-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING AWARD OF CONTRACT FOR ORCHARD REMOVAL AT THE WASTEWATER TREATMENT PLANT COMPLEX TO JFS ENTERPRISES, INC., IN THE AMOUNT OF $107,250.00.

WHEREAS, the project cost was estimated at $124,000, which is within the threshold for undergoing an informal bid process; and

WHEREAS, an Invitation to Bid for Wastewater Treatment Facility Orchard Removal Project, was electronically mailed to contractors who perform the need services as obtained from the San Joaquin Valley Air Pollution Control District's website, and was advertised on the City's website on July 13, 2026, in accordance with the City's Informal Contract Procedures and California Public Contract Code Section 22037; and

WHEREAS, the Project consists of the mechanical removal of almond trees, chipping of wood debris, and debris removal; and

WHEREAS, the City Engineer's Estimate was $124,000.00; and

WHEREAS, the following bids for the Project were received at the Kerman City Hall by 2:00 PM deadline on August 5, 2026.

Contractor	Base Bid
JFS Enterprises, Inc.	$107,250.00
HD Matthews Demolition & Excavation	$121,000.00
Alpha1 Engineering, P.C. dba Alpha 1	$125,125.00
Alpha Petroleum Transport, Inc.	$158,365.10
Apex Enterprises, Inc.	$418,000.00

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

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

SECTION 2: Upon the recommendation of the City Engineer, the Council Awards a Contract **(Exhibit 'A')** for Orchard Removal at the Wastewater Treatment Plant Complex to JFS Enterprises, Inc., 2787 W. Bullard Avenue, Suite 109B, Fresno, CA 93711, in the amount of One Hundred Seven Thousand Two Hundred and Fifty Dollars and Zero Cents ($107,250.00) which is incorporated by reference.

SECTION 3: The City Manager is authorized to complete and sign the City's standard form of agreement for construction projects, as contained in the bid package on behalf of the City of Kerman.

SECTION 4: The City Manager is authorized to sign change orders, up to the additional contingency amount, on behalf of the City.

SECTION 5: This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of at a regular meeting Kerman held on the 26th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana-Zamudio
City Clerk

DRAFT CONTRACT

THIS CONTRACT, is made by and between _____, hereinafter called the Contractor, and the City of Kerman, hereinafter called the Owner.

WITNESSETH:

The Contractor and the Owner, for the consideration hereinafter stated, agree as follows:

1. SCOPE OF WORK

The Contractor agrees to furnish all labor and materials, including tools, implements, and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, teamsters, draymen, and laborers required for the

WASTEWATER TREATMENT FACILITY ORCHARD REMOVAL

as shown on the plans prepared by Yamabe & Horn Engineering, Inc., in strict compliance with the Plans, Drawings and Specifications therefore prepared by the Owner and other Contract Documents relating thereto.

2. CONTRACT DOCUMENTS

The term Contract includes all “Contract Documents” which include the following:

A. Advertisement (Notice Inviting Bids)
B. Wage Scale (Prevailing Wages)
C. Standard Specifications
D. Special Provisions
E. Plans and Drawings
F. Addenda and Bulletins
G. Contractors Bid Proposal hereto attached
H. This Contract

In the event of a conflict between this Contract and any portion of the Standard Specifications or Special Provisions, to the extent of such conflict, this Contract shall control.

3. COMPENSATION

The Owner agrees to pay the Contractor for the performance of the Contract the sum of

_____

_____ ($).

It is understood that said price is based upon the estimated quantities of materials to be used as set forth in the Proposal; and upon completion of the project, the final contract price shall be revised, if necessary, to reflect the true quantities used at the stated unit price thereof as contained in the Contractor’s Proposal hereto attached.

4. SUSPENSION OF THE WORK

A. General: The Work may be suspended in whole or in part when determined by the Engineer that the suspension is necessary in the interest of the Owner. The Contractor shall comply immediately with any written order of the Engineer. Such suspension shall

be without liability to the Contractor on the part of the Owner except as otherwise provided in subsection 7C.

B. Archaeological and Paleontological Discoveries: If discovery is made of items of archaeological or paleontological interest, the Contractor shall immediately cease excavation in the area of discovery and shall not continue until ordered by the Engineer.

Discoveries which may be encountered may include, but not be limited to, dwelling sites, stone implements or other artifacts, animal bones, human bones, and fossils. The Contractor shall be entitled to an extension of time and compensation in accordance with Section 7.

5. TERMINATION OF THE CONTRACT FOR DEFAULT

A. General: If, prior to the acceptance of the Work, the Contractor:

(1) Abandons the Work by failing to report to the Work site and diligently prosecute the Work to completion;

(2) Disregards written instructions from the Engineer or materially violates provisions of the Contract Documents;

(3) Fails to prosecute the Work according to the schedule approved by the Engineer;

(4) Disregards laws or regulations of any public body having jurisdiction; or

(5) Commits continuous or repeated violations of regulatory or statutory safety requirements, then the Owner will consider the Contractor in default of the Contract.

B. Notices: Notices and other written communications regarding default between the Contractor, the Owner, and the Surety shall be transmitted as follows:

(1) Personal delivery with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

C. Notice to Cure: The Owner will issue a written notice to cure the default to the Contractor and its Surety. The Contractor shall commence satisfactory corrective actions within 5 Working Days after receipt.

D. Notice of Termination for Default: If the Contractor fails to commence satisfactory corrective action within 5 Working Days after receipt of the notice to cure, or to diligently continue satisfactory and timely correction of the default thereafter, then the Owner will recommend to the Board that the Contractor be found in default of the Contract and upon such finding by the Board:

(1) Will terminate the Contractor's right to perform under the Contract by issuing a written notice of termination for default to the Contractor and its Surety;

(2) May use any materials, equipment, tools, or other facilities furnished by the Contractor to secure and maintain the Work site; and

(3) May furnish labor, equipment, and materials the Owner deems necessary to secure and maintain the Work site.

The provisions of this subsection shall be in addition to all other legal rights and remedies available to the Owner.

E. Responsibilities of the Surety: Upon receipt of the written notice of termination for default, the Surety shall immediately assume all rights, obligations, and liabilities of the Contractor under the Contract. If the Surety fails to protect and maintain the Work site, the Owner may do so, and may recover all costs incurred. The Surety shall notify the Owner that it is assuming all rights, obligations, and liabilities of the Contractor under the Contract and all money that is due, or would become due, to the Contractor shall be payable to the Surety as the Work progresses, subject to the terms of the Contract.

Within 15 Working Days of receipt of the written notice of termination for default, the Surety shall submit to the Owner a written plan detailing the course of action it intends to take to remedy the default. The Owner will review the plan detailing and notify the Surety if the plan is satisfactory. If the Surety fails to submit a satisfactory plan, or if the Surety fails to maintain progress according to the plan accepted by the Owner, the Owner may, upon 48 hours written notice, exclude the Surety from the premises, take possession of all material and equipment, and complete the Work in any way the Owner deems to be expedient. The cost of completing the Work by the Owner shall be charged against the Surety and may be deducted from any monies due, or which would become due, the Surety. If the amounts due under the Contract are insufficient for completion, the Surety shall pay the Owner, within 30 Days after the Owner submits an invoice, all costs in excess of the remaining Contract Price.

F. Payment: The Surety will be paid for completion of the Work in accordance less the value of damages caused to the Owner by the acts of the Contractor.

6. TERMINATION OF THE CONTRACT FOR CONVENIENCE

The Owner may terminate the Contract if it becomes impossible or impracticable to proceed, or because of conditions or events beyond the control of the Owner.

A. Notice: The Owner will issue a written notice of termination for convenience as follows:

(1) Personal delivery, with proof of delivery which may be made by declaration under penalty of perjury by any person over the age of 18 years. The proof of delivery shall show that delivery was performed in accordance with these provisions. Service shall be effective on the date of delivery. Notices given to the Contractor by personal delivery may be made to the Contractor's authorized representative at the Work site; or

(2) Certified mail addressed to the mailing address of the recipient postage prepaid; return receipt requested. Service shall be effective on the date of the receipt of the mailing.

Simultaneously, the Owner may send the same notice by regular mail. If a notice that is sent by certified mail is returned unsigned, then delivery shall be effective pursuant to regular mail, provided that the notice that was sent by regular mail is not returned.

B. Cessation of Work: Upon receipt, the Contractor shall immediately cease work, except work the Contractor is directed to complete by the Engineer or required to complete for public safety and convenience. The Contractor shall immediately notify Subcontractors and suppliers to immediately cease their work.

C. Payment: The Contractor will be paid without duplication for:

(1) Work completed in accordance with Contract Documents prior to the effective date of termination for convenience;

(2) Reasonable costs incurred in settlement of terminated contracts with Subcontractors, suppliers, and others; and

(3) Reasonable expenses directly attributable to termination.

The Contractor shall submit a final termination settlement proposal to the Owner no later than 90 days from the effective date of termination, unless extended, in writing, by the Owner upon written request by the Contractor.

If the Contractor fails to submit a proposal, the Owner may determine the amount, if any, due the Contractor as a result of the termination. The Owner will pay the Contractor the amount it determines to be reasonable. If the Contractor disagrees with the amount determined by the Owner as being reasonable, the Contractor shall provide notice to the Owner within 30 Days of receipt of payment. Any amount due shall be as later determined by arbitration, if the Owner and the Contractor agree thereto, or as fixed in a court of law.

7. DELAYS AND EXTENSIONS OF TIME

A. General: If delays are caused by unforeseen events beyond the control of the Contractor, such delays will entitle the Contractor to an extension of Contract time as provided herein, but the Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract. Such unforeseen events may include: war, government regulations, labor disputes, strikes, fires, floods, adverse weather, or elements necessitating cessation of work, inability to obtain materials, labor, or equipment, required Extra Work, or other specific events as may be further described in the Special Provisions.

No extension of time will be granted for a delay caused by the Contractor's inability to obtain materials unless the Contractor furnishes to the Engineer documentary proof. The proof must be provided in a timely manner in accordance with the sequence of the Contractor's operations and the approved construction schedule.

If delays beyond the Contractor's control are cause by events other than those mentioned above, the Engineer may deem an extension of time to be in the best interests of the Owner. The Contractor will not be entitled to damages or additional payment due to such delays, except as otherwise specified in Subsection 7C of this Contract.

If delays beyond the Contractor's control are caused solely by action or inaction of the Owner, such delays will entitle the Contractor to an extension of time per subsection B of this Contract.

B. Extensions of Time: Extensions of time, when granted, will be based upon the effect of delays to the Work. They will not be granted for non-controlling delays to minor portions of the Work unless it can be shown that such delays did or will delay the progress of the Work.

C. Payment for Delays: Pursuant to Public Contract Code Section 7102, the Contractor will be compensated for damages incurred due to delays for which the Owner is responsible. Such actual costs will be determined by the Engineer. The Owner will not be liable for damages which the Contractor could have avoided by any reasonable mans, such as judicious handling of forces, equipment, or plant. The determination of what damages the Contractor could have avoided will be made by the Engineer.

D. Written Notice and Report: If the Contractor desires payment for a delay as specified in subsection C above or an extension of time, it shall file with the Engineer a written request and report of cause within 30 Days after the beginning of the delay. The request for payment or extension must be made at least 15 days before the specified completion date. Failure by the Contractor to file these items within the times specified will be considered grounds for refusal by the Owner to consider such a request.

E. Time of Completion: The Contractor shall complete the Work in the time specified in the Contract or the Special Provisions. The Contractor shall complete each portion of the Work within the time specified as in the Contract or the Special Provisions for such portion. Unless otherwise specified in the Contract or the Special Provisions, the time of completion of the Contract shall be expressed in Working Days.

F. Contract Time Accounting: The Engineer will make a daily determination of each Working Day to be charged against Contract time. These determinations will be discussed, and the Contractor will be furnished a periodic statement showing the allowable number of Working Days of Contract time, as adjusted at the beginning of the reporting period. The statement will also indicate the number of Working Days charged during the reporting period and the number of Working Days of Contract time remaining. If the Contractor does not agree with the statement, it shall file a written protest within 15 Days after receipt, setting forth the facts of the protest. Otherwise, the statement will be deemed to have been accepted.

8. COMPLETION, ACCEPTANCE, AND WARRANTY

A. Completion: The Contractor shall submit a written assertion that the Work has been completed. If, in the Engineer's judgment, the Work has been completed in accordance with the Contract Documents, the Engineer will set forth in writing the date the Work was completed. This will be the date when the Contractor is relieved from responsibility to protect and maintain the Work, and to which liquidated damages will be computed.

B. Acceptance: Acceptance will occur after all of the requirements contained in the Contract Documents have been fulfilled. If, in the Engineer's judgment, the Contractor has fully performed the Contract, the Engineer will recommend to the Board that the Contractor's performance of the Contract be accepted.

C. Warranty: The Work shall be warranted by the Contractor against defective materials and workmanship for a period of 1 year. The warranty period shall start on the date the Work was completed as determined by the Engineer.

The warranty period for specific items covered under manufacturers' or suppliers' warranties shall commence on the date they are placed into service at the direction of or as approved by the Engineer in writing.

All warranties express or implied, from subcontractors, manufacturer, or suppliers, of any tier, for the materials furnished and work performed shall be assigned, in writing, to the Owner, and such warranties shall be delivered to the Engineer prior to acceptance of the Contractor's performance of the Contract.

The Contractor shall replace or repair defective materials and workmanship in a manner satisfactory to the Engineer, after notice to do so from the Engineer, and within the time specified in the notice. If the Contractor fails to make such replacement or repairs within the time specified in the notice, the Owner may perform the replacement or repairs at the Contractor's expense. If the Contractor fails to reimburse the Owner for the actual costs, the Contractor's Surety shall be liable for the cost thereof.

9. LIQUIDATED DAMAGES

Failure of the Contractor to complete the Work within the time allowed will result in damages being sustained by the Owner. Such damages are, and will continue to be, impracticable and extremely difficult to determine. For each consecutive calendar day in excess of the time specified for completion of the Work, as adjusted in accordance with Section 7 above, the Contractor shall pay to the Owner, or have withheld from monies due it, the sum of $500.00, unless otherwise specified in the Special Provisions.

Execution of the Contract shall constitute agreement by the Owner and the Contractor that $500.00 per day is the minimum value of the costs and actual damage caused by the failure of the Contractor to complete the Work within the allotted time. Such sum is liquidated damages and shall not be construed as a penalty, and may be deducted from payments due the Contractor if such delay occurs.

10. INDEMNIFICATION

To the maximum extent permitted by Civil Code Section 2782 *et seq*., Owner shall not be liable for, and Contractor shall defend, indemnify, and hold harmless Owner and its officers, agents, engineers, architects, consultants, employees and volunteers (collectively "Owner Parties"), against any and all claims, deductibles, self-insured retentions, demands, liability, judgments, awards, fines, mechanics' liens or other liens, labor disputes, losses, damages, expenses, charges or costs of any kind or character, including attorneys' fees and court costs (collectively referred to as "Claims"), which arise out of or are in any way connected to the work covered by this Contract arising either directly or indirectly from any act, error, omission or negligence of Contractor or its officers, employees, agents, contractors, sub-contractors, licensees or servants, including, without limitation. Claims caused by the concurrent negligent act, error, or omission, of Owner Parties. However, Contractor shall have no obligation to defend or indemnify Owner Parties against Claims caused by the active negligence, sole negligence, or willful misconduct of Owner Parties. This indemnification shall apply to all liability, as provided for above, regardless of whether any insurance policies are applicable, and insurance policy limits do not act as a limitation upon the amount of the indemnification to be provided by the Contractor.

11. INSURANCE

Contractor, at its sole cost and expense, shall obtain and maintain in full force and effect throughout the entire term of this Contract, the following-described insurance coverage, insuring not only Contractor and its subcontractors, if any, but also, with the exception of workers' compensation and employer's liability insurance, the Owner, its officers, agents, and employees of each of them:

A. MINIMUM SCOPE OF INSURANCE

Coverage shall be at least as broad as:

(1) Insurance Services Office Commercial General Liability coverage (Occurrence form CG 0001).

(2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).

(3) Worker's Compensation insurance as required by the State of California and Employer's Liability Insurance.

B. MINIMUM LIMITS OF INSURANCE

Contractor shall maintain limits no less than:

(1) General Liability: $5,000,000 per occurrence for bodily injury, personal injury, and property damage. If commercial General Liability Insurance or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this product / location or the general aggregate limit shall be twice the required occurrence limit.

(2) Automobile Liability: $5,000,000 per accident for bodily injury and property damage.

(3) Employer's Liability: $1,000,000 per accident for bodily injury or disease.

C. DEDUCTIBLES AND SELF-INSURED RETENTIONS

Any deductible or self-insured retentions must be declared to and approved by the Owner. At the option of the Owner, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the Owner, its officers, officials, employees, and volunteers; or the Contractor shall procure a bond guaranteeing payment of losses and related investigations, claim administration and defense expenses.

D. OTHER INSURANCE PROVISIONS

The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

(1) The Owner, its officers, officials, employees, agents, and volunteers are to be covered as insureds evidenced by Insurance Services Office endorsements CG 20 10 and CG 20 37 as respects: liability arising out of activities performed by or on behalf of the Contractor; products and completed operations of the Contractor; premises owned, occupied, or used by the Contractor; or automobiles owned, leased, hired, or borrowed by the Contractor. The coverage shall contain no special limitations on the scope of protection afforded to the Owner, its officers, officials, employees, agents, or volunteers.

(2) For any claims related to this project, the Contractor's insurance coverage shall be primary insurance as respects the Owner, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by the Owner, its officers, officials, employees, agents, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

(3) Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the Owner, its officials, employees, agents, or volunteers.

(4) The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

(5) Each insurance policy required by this clause shall be endorsed to state the coverage shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the Owner.

E. ACCEPTABILITY OF INSURERS

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

F. VERIFICATION OF COVERAGE

Contractor shall furnish the Owner with original endorsements effecting coverage required by this clause. The endorsements are to be signed by a person authorized by that insurer to bind coverage on its behalf. The endorsements are to be on forms provided by the Owner. All endorsements are to be received and approved by the Owner before work commences. As an alternative to the Owner's forms, the Contractor's insurer may provide complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications.

G. SUBCONTRACTOR

Contractor shall include all subcontractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

Contractors Property Damage Liability insurance shall include coverage for property damage caused by blasting, collapse, structural injuries, or damage to underground utilities. The policy shall not contain "x", "c" or "u" exclusions.

Certificates of such insurance shall be filed with the Owner concurrently with the execution of this Contract or, with Owner's approval, within ten (10) days thereafter. Said certificates shall be subject to the approval of the Owner.

12. WORKERS COMPENSATION

Contractor represents that the Contractor has secured the payment of Worker's Compensation in compliance with the provisions of the Labor Code of the State of California and during the performance of the work contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance, in triplicate, evidencing that Worker's Compensation Insurance is in effect and providing that the Owner will receive ten (10) days written notice of cancellation. If the Contractor self-insures Worker's Compensation, Certificate of Consent of self-insured shall be provided the Owner.

13. BONDS

The Contractor shall forthwith furnish in triplicate two bonds, each in the amount of 100 percent of the Contract price. One shall serve as security for the faithful performance of the work (hereafter "Performance Bond"). The second bond shall serve as security for the faithful performance and satisfaction of the persons furnishing materials and performing labor on the work (hereafter "Payment Bond"). Both bonds shall be written by a surety company licensed to transact surety business in the State of California and in the form prescribed by law.

The Performance Bond shall remain in force throughout the period required to complete the work and thereafter for a period of 365 calendar days after final acceptance of the work. The Payment Bond will be released 35 days after the recording date of the Notice of Completion, provided no liens are filed with the Owner. The Payment Bond shall contain provisions such that if the Contractor or its subcontractor shall fail to pay (a) amounts due under the Unemployment Insurance Code with respect to work performed under the contract, or (b) any amounts required to be deducted, withheld and paid over to the Employment Development Department from the wages of the employees of the Contractor and subcontractors pursuant to Section 13020 of the Unemployment Insurance Code with respect to such work and labor, then the surety will pay these

amounts. In case suit is brought upon the payment bond, the surety will pay reasonable attorneys' fees to be fixed by the court.

14. DEFECTIVE MATERIALS; DEFECTIVE WORK

Should any of the materials or equipment prove defective or should the work as a whole prove defective, due to faulty workmanship, material furnished or methods of installation, or should the work or any part thereof fail to operate properly as originally intended and in accordance with the plans and specifications, due to any of the above causes, all within twelve (12) months after date on which the completed project is accepted by the Owner, the undersigned agrees to reimburse the Owner, upon demand, for its expenses incurred in restoring said work to the condition contemplated in said project, including the cost of any such equipment or materials replaced and the cost of removing and replacing any other work necessary to make such replacement or repairs, or, upon demand by the Owner, to replace any such materials and to repair said work completely without cost to the Owner so that said work will function successfully as originally contemplated.

The Owner shall have the unqualified right to make any needed replacement or repairs after a written notice to cure has been served upon the Contractor and a reasonable time to cure has expired. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made within a reasonable time after the receipt of demand from the Owner. If the undersigned shall fail or refuse to comply with his obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

15. LABOR STANDARDS

A. General: Contractor agrees that construction work shall be subject to the provisions of State and local regulations. In particular, Contractor agrees to comply with all applicable Labor Code requirements whether or not expressly stated herein.

B. Wages:

(1) General: The Contractor and each subcontractor engaged in the work shall pay each employee an amount not less than the rate established for each trade or occupation listed by the Director of the Department of Industrial Relations, State of California. An employee whose type of work is not covered by any of the classified wage rates shall be paid not less than the rate of wage listed for the classification which most nearly corresponds to the type of work to be performed.

(2) State: The Owner has obtained from the Department of Industrial Relations the general prevailing rate of wages in the vicinity of the work to be performed under this Contract. These wage rates are maintained on file by Owner at its principle office and will be made available to any interested party upon request.

(3) Enforcement: These wage rates shall be enforced under Sections 1770 through 1780 of the California Labor Code. The Contractor shall be liable for forfeitures or penalties incurred from noncompliance with Labor Code provisions.

(4) Payroll Records: Each Contractor and subcontractor shall keep an accurate payroll record, showing the name, address, social security number, work week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by him or her in connection with the work on the Project. Such records shall be certified and available for inspection at all reasonable hours at the principal place of the Contractor as required by Labor Code Section 1776. Certified payrolls shall be submitted weekly to Owner c/o Yamabe and Horn Engineering Inc. Electronic certified

payrolls shall also be submitted weekly directly to the Labor Commissioner, Division of Labor Standards Enforcement.

C. Preference for Resident Labor: Whenever possible in the employment of labor for performance of the work, the Contractor shall give preference to qualified persons residing within the general area of the work.

D. Hours of Labor: Pursuant to the Labor Code, eight hours of labor shall constitute a legal day's work. The Contractor or any subcontractor shall not require any more than eight hours of labor in a day from any person employed in the performance of the work under this Contract except for authorized work as provided under paragraph Subsection E below. Failure of the Contractor to perform the work in accordance with this policy of the State of California shall be deemed a failure to comply with the provisions of this Contract.

E. Overtime Work: In accordance with Labor Code Section 1813, the Contractor shall as a penalty to the State or political subdivision on whose behalf the Contract is made or awarded, forfeit twenty-five ($25.00) for each worker employed in the execution of the Contract by the Contractor or by any subcontractor for each calendar day during which said worker is required or permitted to work more than eight hours in any one calendar day and forty hours in any one calendar week in violation of Labor Code Sections 1810-1815.

Overtime and shift work may be established as a regular procedure by the Contractor with reasonable notice and written permission of the Owner. No work other than overtime and shift work established as a regular procedure shall be performed between the hours of 6:00 p.m. and 7:00 a.m. nor on Saturdays, Sundays or holidays except such work as is necessary for the proper care and protection of the work already performed or in case of an emergency.

Contractor agrees to pay the costs of overtime inspection except those occurring as a result of overtime and shift work established as a regular procedure. Overtime inspection shall include inspection required during holidays, Saturdays, Sundays, and weekdays between the hours of 6:00 p.m. and 7:00 a.m. Costs of overtime inspection will cover engineering, inspection, general supervision, and overhead expenses which are directly chargeable to the overtime work. Contractor agrees that Owner shall deduct such charges from payments due the Contractor.

F. Apprentices: The Contractor and subcontractors shall comply with the requirements of Sections 1777.5 and 1777.6 of the Labor Code in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship Standards and its branch offices.

G. Compliance with SB 854: California Labor Code: Contractor represents that it has complied and will continue to comply with all applicable registration and disclosure requirements of SB 854 and acknowledges the following:

(1) No contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)]

(2) No contractor or subcontractor may be awarded a contract for public work on a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

(3) This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

(4) No bid proposals will be accepted, nor any contract entered into with a contractor without proof of registration described above.

(5) Contractor must post any job site notices required by regulation. It is the Contractor's responsibility to know the current regulations.

(6) Contractor must furnish electronic certified payroll records to the Division of Labor Standards Enforcement ("Labor Commissioner") as required. The Contractor is responsible for checking with the Department of Industrial Relations for any notices regarding this requirement.

16. LAWS, REGULATIONS AND PERMITS

A. General: The Contractor shall give the notices required by law and comply with all laws, ordinances, rules, and regulations pertaining to the conduct of the work. The Contractor shall be liable for violations of the law in connection with work provided by the Contractor. If the Contractor observes that the drawings, specifications are at variance with any laws, ordinances, rules or regulations, the Contractor shall promptly notify the Engineer in writing of such variance. The Owner shall promptly review the matter and, if necessary, shall issue a change order or take any other action necessary to bring about compliance with the law, ordinance, rule, or regulation in question. Contractor agrees not to perform work known to be contrary to any laws, ordinances, rules, or regulations.

B. Permits and Licenses: Unless otherwise specified herein, permits and licenses from governmental agencies which are necessary only for and during the prosecution of the work and the subsequent guarantee period shall be secured and paid for by the Contractor. Permits and licenses of regulatory agencies which are necessary to be maintained after completion of the guarantee period shall be secured and paid for by the Owner.

C. Patents and Royalties: The costs involved in fees, royalties or claims for any patented invention, article, process, or method that may be used upon or in a manner connected with the work under this Contract or with the use of completed work by the Owner, shall be paid by the Contractor. The Contractor and Contractor's sureties shall protect, defend, and hold Owner together with Owner's officers, agents, and employees, harmless against any and all demands made for such fees or claims brought or made by the holder of any invention or patent. Before final payment is made on the account of this Contract, the Contractor shall, if requested by the Owner, furnish acceptable proof of a proper release from all such fees or claims.

Should the Contractor, agent, employee or any of them be enjoined from furnishing or using any invention, article, material or plans supplied or required to be supplied or used under this contract, the Contractor shall promptly pay such royalties and secure the requisite licenses; or, subject to acceptance by the Owner, substitute other articles, materials or appliances in lieu thereof which are of equal efficiency, quality, finish, suitability and market value to those planned or required under the Contract. Descriptive information of these substitutions shall be submitted to the Engineer for determination of general conformance to the design concept and the construction Contract. Should the Owner elect to refuse the substitution, the Contractor agrees to pay such royalties and secure such valid licenses as may be requisite for the Owner, Owner's officers, agents, and employees or any of them, to use such invention, article, material, or appliance without

being disturbed or in any way interfered with by any proceeding in law or equity on account thereof.

17. CALIFORNIA LAW AND VENUE

The terms of this Contract shall be governed by and construed in accordance with the laws of the State of California applicable to contracts entered into and to be performed in California. In the event any part of this Contract shall be held to be invalid, void, or otherwise unenforceable for any reason, the Contract shall be modified rather that voided, if possible, in order to achieve the intent of the parties to the extent possible and in any event, all other provisions of this Contract shall remain valid and enforceable.

18. MUTUAL NEGOTIATION

Contractor acknowledges that the provisions herein have been mutually negotiated and neither party shall be construed to be the drafter of this Contract.

19. ATTORNEY'S FEES

In the event of litigation concerning this Contract the prevailing party shall be awarded reasonable attorney fees and costs of suit, in addition to appropriate compensatory damages or other relief ordered for the benefit of the prevailing party.

IN WITNESS WHEREOF, the parties have executed this Contract this _____ day of _____, _____.

City of Kerman	_____
(Owner)	(Contractor)
By:_____	By:_____
City Manager	(Name)
Approved as to Form:	Title:_____
_____	_____
City Attorney	Federal Taxpayer I.D. No.



Path: F:\2026\26-216\07_GIS\26-216.aprx

Legend

Project Location | City Limits | Sphere of nfl uence

0 450 900
Feet

Wastewater Treatment Facility Orchard Removal
Vicinity Map
City of Kerman

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

CITY OF Kerman

STAFF REPORT

MEETING DATE: August 26, 2026

PRESENTER: Lucus Ortega, Recreation Coordinator

SUBJECT: Approval of Independent Instructor Agreement with Rebecca Klepac to instruct fee-based Yoga classes for the Parks, Recreation and Community Services Department (TJ)

RECOMMENDATION: Council adopt a resolution approving an Independent Instructor Agreement with Rebecca Klepac to instruct fee-based Yoga classes and authorize the City Manager to execute the contract.

EXECUTIVE SUMMARY:

On July 16, 2026, staff met with Yoga Instructor Rebecca Klepac to discuss her interest in offering a fee-based yoga class as part of the fitness class offerings provided through the Parks, Recreation and Community Services Department. Ms. Klepac has been teaching yoga at Goldenrod Elementary School as a club to students twice a week to improve their well-being. She is self-taught but has 28 years of experience with different yoga variations.

City staff and Ms. Klepac have agreed to an 80/20 split of registration fees collected as her compensation and have reviewed the terms of her Independent Instructor Agreement **(Exhibit 'A')** with the City of Kerman.

Ms. Klepac accepted the terms presented in the Independent Instructor Agreement and requested that staff proceed with Council approval.

FISCAL IMPACT:

Instructor compensation will be paid each month for 80% of the registration fees collected.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 26-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING INDEPENDENT INSTRUCTOR AGREEMENT WITH INSTRUCTOR REBECCA KLEPAC AND AUTHORIZING CITY MANAGER TO EXECUTE

WHEREAS, the City of Kerman Parks, Recreation, and Community Services Department provides programs, classes, and events to participants of all ages at the Kerman Community/Teen Center; and

WHEREAS, Instructor Rebecca Klepac will provide instruction for Yoga classes to be offered through the Parks, Recreation, and Community Services Department; and

WHEREAS, the City of Kerman conducted a review of the current Independent Instructor Agreement to review terms of instructor compensation; and

WHEREAS, the City Council of the City of Kerman wishes to enter into a new agreement with the Yoga Instructor Rebecca Klepac.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY RESOLVES as follows:

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

2. The Council approves the Independent Instructor Agreement with Rebecca Klepac attached as **Exhibit 'A'** and authorizes the City Manager to execute the agreement and all necessary supporting documents.

3. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 26th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Dalia Santana-Zamudio
City Clerk

Exhibit 'A'

City of Kerman
850 S. Madera Ave
Kerman, CA 93630
559-550-0956
www.cityofkerman.org

INDEPENDENT INSTRUCTOR AGREEMENT

Instructor: Rebecca Klepac
Mailing Address: 414 S Second St
City, Zip Code: Kerman, CA 93630
Work Phone: 559-475-0400
Other Phone:

Class Title: Exercise Class - Yoga

This Agreement is entered into on **September 1, 2026,** by the City of Kerman, hereinafter referred to as "City," and Rebecca Klepac, hereinafter referred to as "Instructor." Both parties hereto agree as follows:

1. The City is responsible for managing all aspects of Yoga classes, including scheduling the classes in the Community Center, marketing, and registration.

2. The City retains an independent Instructor to conduct City-scheduled Yoga classes.

3. The instructor shall maintain the premises in a neat, clean, and sanitary condition. The instructor shall not make any alterations to the facility, whether temporary or permanent, without the City's prior written approval.

4. The Instructor shall conduct said class as indicated per this Agreement. The Community Services Director must approve any deviation before it is initiated.

5. The instructor agrees to conduct the class with a minimum of 5 students and a maximum of the number the facility can accommodate. The instructor may have the option of conducting the class with fewer than the minimum number of students. The instructor must hold the first class meeting regardless of the number of pre-registrations; the City will determine class cancellation after the first class meeting.

6. The instructor shall be responsible for the following:
    - Provide quality instruction and class content for classes held on Tuesdays and Thursdays from 7:15 to 8:30 PM at the Kerman Community Center
    - Class is to be conducted safely, with all students being treated with respect.

- Be punctual and well-prepared for all scheduled class sessions.
- Conduct yourself in a manner that is both appropriate and respectful to the public.
- Communicate with the Recreation Coordinator or Director regarding any problems or conflicts.
- Provide all necessary supplies/materials needed to conduct the class.
- Clean and secure the facility with City Staff before departure.
- Obtain a City of Kerman Business License

7. Compliance with Public Resource Code, Section 5164: a. In the event and to the extent the Contractor and/or his/her employees shall have supervisory or disciplinary authority over any minor or as part of the services to be performed hereunder, compliance with the following requirements must be met:

    a. The instructor must comply with the Public Resources Code, Section 5164, which requires them to undergo a criminal background check before the effective date of this Agreement.

    b. Evidence of compliance shall be presented to the City before this contract is signed by the City for the Instructor and all current employees.

    c. "Evidence of Compliance" under terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Instructor shall present each person to be checked to the City, who shall submit to fingerprinting pursuant to Section 11105.3 of the Penal Code. Based on the information provided, the City shall conduct a criminal background investigation of the Instructor and any of their employees who perform under this agreement. The Instructor shall pay to the City all costs incurred by the City in performing the said background investigation. The said payment shall be tendered to the City before the Instructor or any of their employees commencing performance hereunder.

    d. Failure of the Instructor to comply with the provisions of this paragraph shall be grounds for immediate cancellation or termination of this contract by the City of Kerman.

8. Term of Agreement: This Agreement shall take effect **on September 1, 2026,** and shall continue until **September 1, 2027,** unless canceled pursuant to Sections 5 and 15 of this Agreement or terminated pursuant to this Section. The City may terminate this Agreement if the Instructor fails to fulfill the requirements under this Agreement. By mutual agreement of City and Instructor, this Agreement may be extended. Conditions and fees may be negotiated at the time of extension.

9. Standard of Performance: Instructor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions. It is

understood and agreed that the Instructor has the professional skill, experience, and knowledge necessary to perform the work agreed to be performed under this Agreement and that the City relies upon the professional skills of the Instructor to do and perform the Instructor's work skillfully and professionally, and the Instructor thus agrees to perform the work so. It is further understood and agreed that the Instructor is aware of the scope of work to be performed under this Agreement, and the Instructor agrees that such work can and shall be performed in a thoroughly competent manner.

10. City shall be responsible for the following:
    a. Instructor compensation will be paid each month in the amount of 80% of the registration fees collected.
    b. Class registrations will be handled using city-approved software (CivicPlus Recreation Management). Registrations can be received either online or in person (walk-in). Registration and waiver forms will be provided.
    c. The instructor shall receive a roster of participants registered at least once a month. Updated rosters may be provided as new participants register for class as needed.
    d. The City shall conduct marketing for the program/class. Marketing materials shall include printable media (i.e., flyers and recreation program guides), social media (i.e., City website, Facebook), and email.

11. Insurance: For activities categorized as medium risk or higher, $1,000,000 liability insurance is required. A certificate of insurance and an endorsement to your policy, naming the City of Kerman as an additional insured, is required prior to your first class meeting; otherwise, your class will be canceled.

12. The Instructor shall abide by all applicable laws, City ordinances, and general rules and regulations relating to the activities contemplated herein.

13. Both parties hereto, in the performance of the agreement, will be acting in an independent capacity and not as officers, agents, employees, partners, or joint ventures of one another. In the furnishing of the services provided for herein, the Instructor is acting solely as an independent contractor. Neither the Instructor nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of the City for any purpose. The city shall have no right to control or, supervise or direct the manner or method by which Instructor will perform its work and functions. However, CITY shall retain the right to administer this Agreement to verify that the Instructor is performing its obligations by the terms and conditions thereof.

14. Instructor shall indemnify, defend, and hold City and its officers, officials, employees, agents, and volunteers harmless from and against any and all liability (direct or indirect), including any and all costs and expenses in connection herein, claims, suits, actions, damages and causes of action arising out of the work of the instructor, including, but not limited to, any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of Instructor, its employees, sub-

Instructors, or agents, or on Account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, agents or volunteers, in performing the work outlined in this Agreement.

15. The instructor understands that the City reserves the right to cancel this Agreement at any time should the need arise to cancel classes for any reason, including, but not limited to, insufficient participant numbers or facility unavailability. In such circumstances, the City shall not be liable for compensation or damage to the Instructor for the remainder of this Agreement.

16. This Agreement shall be terminated at the City's discretion should the Instructor fail to fulfill the requirements as specified herein.

This agreement is effective as of the date specified above, provided signatures appear below for both the City and the Instructor.

CITY OF KERMAN

_____

John Jansons, City Manager

DATE: _____

INSTRUCTOR

_____

Rebecca Klepac, Yoga Instructor

DATE: _____

STAFF REPORT

MEETING DATE: August 26, 2026

PRESENTER: John Jansons, City Manager

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

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

BACKGROUND:

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

On June 10, 2026, Mayor Pacheco requested that this matter be placed on the Agenda for June 24, 2026, for Council consideration. At its meeting of June 24, 2026, the Council tabled this matter in order to get clarification from the FPPC regarding a potential conflict under the Levine Act.

The City Attorney sought written advice from the FPPC. The following response was received:

> Ms. Montoy:
>
> Thanks for your patience while we researched your question. You are correct that Section 84308 does not define "entitlement for use proceeding." That said, in this case, because naming a street after a person is more ceremonial in nature and does not involve an entitlement for use—such as a permit, variance, contract, etc.—Section 84308 does not apply.
>
> Please let us know if you have any further questions.

Based on the foregoing this matter was scheduled for Council consideration on the August 12, 2026 agenda. Staff subsequently received a request to postpone this item to the next meeting when Mr. Gill could be present (**Attachment 'D'**). The Council agreed to table this item to August 26, 2026 when the full Council and Mr. Gill could be present for discussion.

DISCUSSION:

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

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

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

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

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

Public comment includes **'Attachment C'**, which is a letter received at the June 24th meeting from Michael Chaney regarding the naming of the street.

Finally, it remains to be determined the exact renaming requested. A determination needs to be made by Council if the renamed segment is labeled Gill Avenue, or Jay Gill Avenue or Gill Way, etc. We understand from Mr. Gill that he prefers "Gill Avenue."

FISCAL IMPACT:

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

ALTERNATIVES:

1. Council approve naming part of Isabella Avenue for Jay Gill which means there will be a break in the name.

2. Council approve naming all of Isabella Avenue for Jay Gill which means that 14 residents on Isabella Avenue will be affected.

3. Council approve an honorary street sign below the Isabella Avenue sign. This type of honorary signage is used in many cities.

4. Approve Alternative 1, 2, or 3 and direct staff to return with a formal street naming policy for the future.

5. Reject the request.

ATTACHMENTS:

A. Council Steet Naming Memorandum
B. Map of Isabella Avenue (existing and proposed)
C. Chaney Letter
D. Request to postpone item

Attachment 'A'

Memorandum

To: Mayor and City Council

From: John Jansons, City Manager

Date: May 29, 2026

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

Introduction:

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

Background:

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

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

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

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

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

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

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

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

In the absence of an adopted policy or standard practice:

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

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

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

Typical Naming Options:

The following options are presented for consideration:

Option 1 – Geographic Feature

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

Option 2 – Historical or Cultural Reference

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

Option 3 – Neighborhood Theme

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

Option 4 – Developer or Property Owner Suggestion

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

Option 5 – Community-Inspired Name

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

Assistance to KUSD:

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

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

Conclusion:

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

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

Attachments:

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


NIELSEN AVE
NIELSEN AVE
EXISTING STREET
PLANNED/FUTURE STREET
ISABELLA AVE
ISABELLA AVE
14 EXISTING HOMES W/ ISABELLA ADDRESSES
HARVEST ELEM
SISKIYOU AVE
DEL NORTE AVE
FIRST ST
MADERA AVE
WHITESBRIDGE RD
WHITESBRIDGE RD
Google Earth

Kerman Unified School District

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

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

April 3, 2024

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

Re: **Letter of Support Naming of Street**

Dear Jay:

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

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

Sincerely,

Gordon Pacheco
Superintendent
Kerman Unified School District

Notice of Nondiscrimination in District Programs and Activities: The Kerman Unified School District prohibits discrimination, harassment, intimidation, and bullying based on actual or perceived ancestry, age, color, disability, gender, gender identity, gender expression, national origin, nationality, race or ethnicity, ethnic group identification, religion, marital or parental status, sex, sexual orientation or association with a person or a group with one or more of these actual or perceived characteristics. (Designated Compliance Officer: Assistant Superintendent Personnel, Address: 15218 W. Whitesbridge Avenue, Kerman, CA 93630, Phone Number: (559) 843-9000)

John Jansons

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

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

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

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

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

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

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Attachment 'B'

NIELSEN AVE

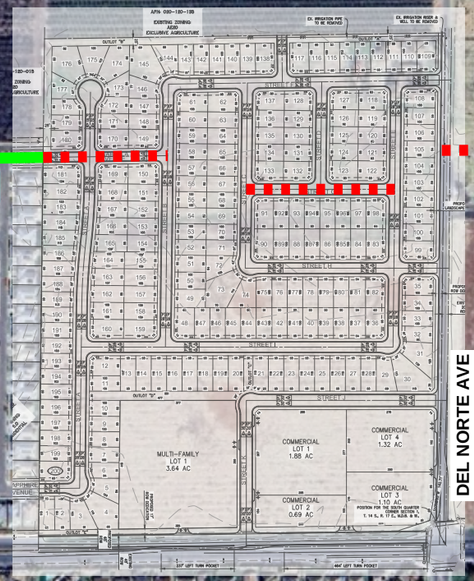
ISABELLA AVE

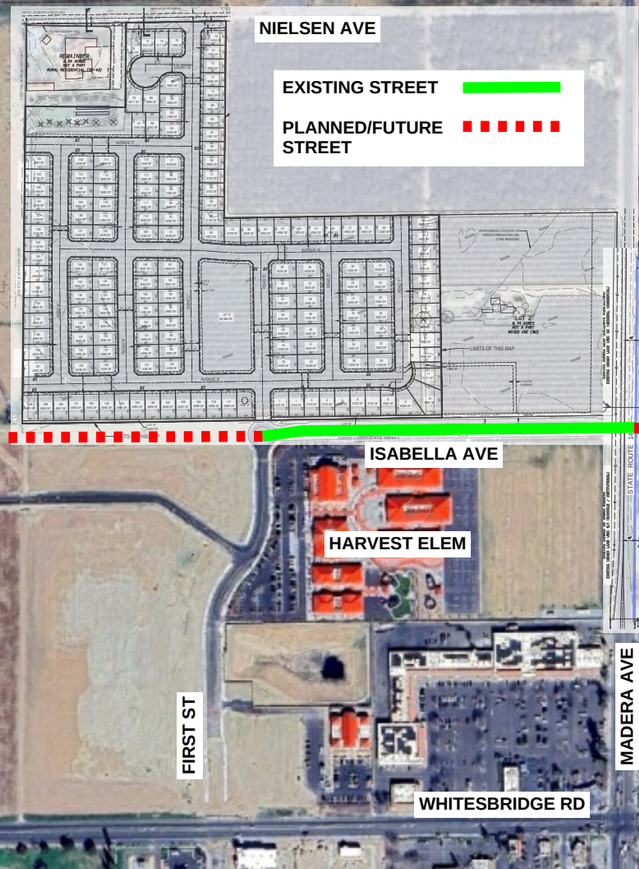
14 EXISTING HOMES W/ ISABELLA ADDRESSES

SISKIYOU AVE

WHITESBRIDGE RD

DEL NORTE AVE



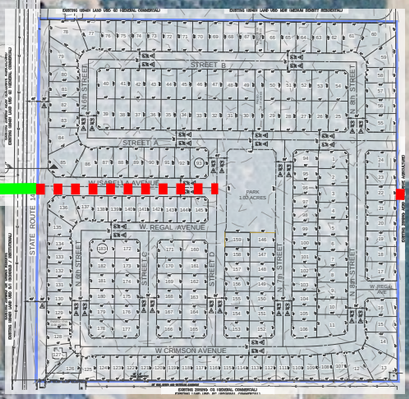


ISABELLA AVE

HARVEST ELEM

FIRST ST

WHITESBRIDGE RD



MADERA AVE

Google Earth

Image © 2025 Airbus

June 23, 2026

Mayor Pacheco and Council Members
City of Kerman
850 S Madera Avenue
Kerman, CA 93630

Re: Renaming of Isabella Avenue

Dear Mayor Pacheco and Council members,

I understand the Council will consider renaming Isabella Avenue at the June 24 Council hearing under agenda item 7.A. As the applicant for Harvest Estates (Tentative Tract Map No. 6509), whose primary ingress and egress is Isabella Avenue, I respectfully offer the following comments.

Mr. Gill's cooperation with Kerman Unified School District in providing the easement needed for a right-turn lane is appreciated; however, I have worked on Harvest Estates for more than two years, and this is the first notice I have received of the proposed street-name change. The project's builder for Harvest Estates has proceeded with the understanding that the street would remain Isabella Avenue and has prepared marketing materials accordingly. Changing an existing street name would also affect fourteen existing residents and may create confusion with Mr. Gill's recently entitled subdivision, Gill Orchard Estates.

In recognition of Mr. Gill's contribution, I support Alternative #3 in the staff report: installing honorary street signs below the Isabella Avenue signs between Del Norte Avenue and Madera Avenue. This approach would provide appropriate recognition while preserving the existing street name and avoiding unnecessary confusion.

Alternatively, Kerman Unified School District may consider naming a school facility, such as the gymnasium, district office, stadium, or scoreboard, in Mr. Gill's honor.

Thank you for your consideration.

Respectfully,

Michael Chaney, Manager
North Kerman, LLC (Applicant for Harves Estates Tentative Tract Map No. 6509)

John Jansons

From: William Skinner <bill@catalystconsult.us>
Sent: Wednesday, August 12, 2026 11:22 AM
To: John Jansons
Cc: Jay Gill
Subject: Request to continue agenda item on street renaming to August 26th council meeting

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Mr. Jansons:

Pursuant to our conservation this morning please accept this request on behalf of Mr. Gill to continue the agenda item for the street renaming from tonight's meeting to the August 26th council meeting.

The reason is that Mr. Gill was delayed in traveling back to California and thus can't attend the meeting as well as wanting a full city council to be present to deliberate on the item.

Thank you and the Council in advance for the two week continuance.

If you should have any questions please do not hesitate to contact me.

Sincerely

Bill Skinner,
President
Catalyst Consulting & Acquisitions, Inc.

STAFF REPORT

MEETING DATE: August 26, 2026

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Approving Construction Contract Change Order No. 8 for the Hart Ranch Community Park Project (JG)

RECOMMENDATION: Council adopt the resolution:

1. Approving Construction Contract Change Order No. 8 for the Hart Ranch Community Park Project to Avison Construction, Inc. in the amount of $171,131.00; and

2. Authorizing the City Manager to sign Construction Contract Change Order No. 8 on behalf of the City; and

3. Authorizing an additional construction contingency in the amount of $50,000 and authorizing the City Manager to sign future change orders up to $50,000.

EXECUTIVE SUMMARY:

On November 13, 2024, the Hart Ranch Community Park (Project) construction contract was awarded by City Council to Avison Construction, Inc. (Avison) in the amount of $12,453,125.00. Additionally, a construction contingency in the amount of $622,700.00, representing 5% of the construction contract, was approved. A construction activities Notice to Proceed was issued to Avison with a start date of February 5, 2025.

As the work has progressed, design clarifications, regulatory requirements, and field conditions have necessitated modifications to the original contract scope. To date, these modifications have resulted in seven contract change orders totaling $1,222,400.80 have been approved for costs related to splash park pad colors, the addition of on-site water system backflow preventers, the addition of a water recirculation system, the procurement of an enlarged restroom and pedestal showers, the addition of swing gates, the installation of a booster pump transformer and feeders, upgrades to 1-inch quick-connect hose bibs, playground modifications and lake edge modifications, the construction of previously undefined play mound features, the addition of root barrier at off-site planting areas, and the addition of electrical and aerator lines due to relocation of the aerator compressor cabinet, the installation of a perimeter fence around the recirculation equipment with crushed rock within the fence limits, construction activities related to conflicts and unforeseen conditions during previously performed sanitary sewer installation at Goldenrod Avenue, splash park revisions resulting from Fresno County Department of Environmental Health comments, and performance of extended weed maintenance associated with the prolonged construction duration.

The total of Contract Change Orders Nos. 1 to 8 in the amount $1,393,531.80 constitutes an approximate 11.19% of the awarded construction contract. The Project construction contingency is in the amount of $1,295,400.00. CCO8 (see memo, **Attachment 'B'**) in the amount of $171,131.00 exceeds the remaining contingency balance of $72,999.20 and results in an overage of $98,131.80 above the contingency balance.

An additional $50,000.00, above and beyond the total of CCOs 1 to 8 is requested for replenishing the construction contingency, bringing the total project contingency to $1,443,531.80. Addition of the contingency amount and authorization of City Manager to sign future change orders up to the $50,000.00 will help expedite resolution of potential future issues that may arise thereby allowing the City to meet the September 30, 2026, substantial completion deadline associated with the Land and Water Conservation grant funding.

FISCAL IMPACT:

The estimated total Project cost is currently $15,491,200.00 for design, construction, construction contingency, construction engineering and materials testing. The City has budgeted $11,209,469.00 in fiscal year 2025-26 and $5,250,000.00 in upcoming fiscal year 2026-27 from various funding sources including the American Rescue Plan Act (ARPA), Measure M, Land and Water Conservation grant funding, California Natural Resources Agency Proposition 68 grant funding, State Budget earmarked funds.

ATTACHMENTS:

A. Resolution
B. Contract Change Order No. 8 Summary Memo

Attachment 'A'

RESOLUTION NO. 26-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING CONSTRUCTION CONTRACT CHANGE ORDER NO. 8 FOR THE HART RANCH COMMUNITY PARK PROJECT AND AUTHORIZING AN ADDITIONAL CONTINGENCY OF $50,000

WHEREAS, Council awarded the construction contract for the Hart Ranch Community Park Project to Avison Construction, Inc. (Avison) on November 13, 2024; and

WHEREAS, Avison was issued a construction activities Notice to Proceed with a start date of February 5, 2025; and

WHEREAS, to date seven contract change orders totaling $1,222,400.80 have been approved for costs related to splash park pad colors, the addition of on-site water system backflow preventers, the addition of a water recirculation system, the procurement of an enlarged restroom and pedestal showers, the addition of swing gates, the installation of a booster pump transformer and feeders, upgrades to 1-inch quick-connect hose bibs, playground modifications and lake edge modifications, the construction of previously undefined play mound features, the addition of root barrier at off-site planting areas, and the addition of electrical and aerator lines due to relocation of the aerator compressor cabinet, the installation of a perimeter fence around the recirculation equipment with crushed rock within the fence limits, construction activities related to conflicts and unforeseen conditions during previously performed sanitary sewer installation at Goldenrod Avenue, splash park revisions resulting from Fresno County Department of Environmental Health comments, performance of extended weed maintenance associated with the prolonged construction duration; and

WHEREAS, Contract Change Order No. 8 (CCO8), in the amount of $171,131.00, is necessary for addressing design clarifications, regulatory requirements, and field conditions resulting in modifications to the original contract scope as follows:

- Installation of a new 6-inch irrigation service to the booster pump
- Removal and reuse of the existing 4-inch backflow preventer
- Installation of two 2-inch backflow preventers for the restroom building and recirculation system
- Installation of a 4-inch concrete slab, backflow cage, and blanket for all backflow preventers throughout
- Installation of a 4-inch master valve and a 4-inch flow sensor and 4-piping.

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

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

2. Based on the recitals set forth above, and upon the recommendation of the City

Engineer, the Council approves CCO8 for the Hart Ranch Community Park Project to Avison Construction, Inc., in the amount of One Hundred Seventy One Thousand and One Hundred and Thirty-One Dollars and Zero Cents ($171,131.00).

3. The City Manager is authorized to sign CCO8.

4. Upon the recommendation of the City Engineer, the Council authorizes an additional amount of Fifty Thousand and Zero Cents ($50,000.00) as contingency for use on unforeseen construction needs. The City Manager upon the recommendation of the City Engineer is authorized to sign change orders up to $50,000, the remaining balance of the overall construction contingency.

5. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 26th day of August 2026, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Dalia Santana-Zamudio
City Clerk

Attachment 'B'

OFFICE OF THE CITY ENGINEER
Jesus Gonzalez

Mayor – Maria Pacheco
Council Members
Gary Yep, Mayor Pro Tem
Ismael Herrera
Berdie Hall
Raj Dhaliwal

850 S. Madera Avenue
KERMAN, CA 93630

Phone: (559) 846-9343
Fax: (559) 846-7488
www.cityofkerman.gov

CHANGE ORDER MEMO

DATE: 8/21/2026

PROJECT: HART RANCH COMMUNITY PARK – PHASE 3

SUBJECT: Change Order 8

ITEM 8.1: New 6" Irrigation Service to Increase Water Flow to Booster Pump and 2" Backflows
The Contractor notified the Project Inspector that the booster pump was not receiving sufficient water to adequately irrigate the site and that the offsite irrigation system was experiencing low flow. The Contractor subsequently submitted RFI 70 requesting direction. Following review of the RFI, email coordination between the Engineer, the Landscape Architect (LA), and the Contractor, and a conference call to discuss the issue, the LA determined that a new 6-inch irrigation service to the booster pump was required to provide adequate water supply.

The original irrigation design included a 4-inch service from the 12-inch water main in California Avenue to a 4-inch backflow preventer. The City confirmed approximately 50 psi upstream and 35 psi downstream of the backflow preventer. Downstream, a 2-inch tee and 2-inch backflow preventer serve the offsite irrigation system, with approximately 20 psi available after the 2-inch backflow preventer. The resulting pressure losses affected the water system's ability to adequately serve irrigation at the east and west ends of the offsite park strip.

The 4-inch service also reduces to 3 inches downstream of the 3-inch water meter located south of the restroom and extends approximately 663 feet to the east end of the park, where it passes through a 3-inch backflow preventer before connecting to the booster pump. The LA determined that the existing 3-inch service could not provide sufficient flow to the booster pump due to the pipe size, length, and associated pressure losses.

To correct the onsite and offsite irrigation deficiencies, the LA directed the following work through the RFI 70 response:

- Remove the existing 4-inch backflow preventer from the 4-inch service and replace the removed section with 4-inch pipe.

OFFICE OF THE CITY ENGINEER
Jesus Gonzalez

Mayor – Maria Pacheco
Council Members
Gary Yep, Mayor Pro Tem
Ismael Herrera
Berdie Hall
Raj Dhaliwal

850 S. Madera Avenue
KERMAN, CA 93630

Phone: (559) 846-9343
Fax: (559) 846-7488
www.cityofkerman.gov

- Hot tap the 12-inch water main in California Avenue at the east end of the park and install a new 6-inch service extending to the booster pump along the east side of the east perimeter fence.
- Salvage and reinstall the existing 4-inch backflow preventer on the new 6-inch service before reaching the booster pump using 6-inch-to-4-inch reducers. The LA confirmed that the 4-inch backflow preventer will provide adequate flow to the booster pump with proper pump programming.
- Replace the existing 2-inch master valve and flow sensor downstream of the booster pump with new 4-inch units, maintaining the required spacing between components.
- Cut, cap, and abandon the existing 3-inch service downstream of the easternmost drinking fountain and salvage the existing 3-inch backflow preventer for future City use.

Removal of the 4-inch backflow preventer from the existing service also required evaluation of backflow protection for the remaining park facilities served by that line, including the restroom building, recirculation system, drinking fountains, community garden, and lake fill system. The Engineer confirmed that the City of Kerman recognizes an air gap as an acceptable means of backflow protection. Based on this determination, individual reduced-pressure (RP) backflow preventers are not required at the drinking fountains.

The restroom building and recirculation system, however, require additional protection following removal of the existing 4-inch backflow preventer. Accordingly, new 2-inch backflow preventers shall be installed at both facilities to protect the City's potable water system. This is also consistent with the separation of irrigation and potable water incorporated under executed CCO 02.

The City further confirmed that all backflow prevention devices throughout the project shall include a 4-inch concrete slab, protective cage, and blanket in accordance with City Standard Detail W-4. The Contractor shall provide these improvements at all applicable existing and new backflow devices, for a total of five locations. The slab, cage, and blanket associated with the original 4-inch backflow preventer were already required by the Contract Documents but were not previously installed; therefore, that work is excluded from the cost of this change order.

All work described above shall be performed in accordance with the RFI 70 response attached to the change order documentation.

The Contractor submitted a lump-sum proposal of $171,131.00 for the additional work described herein. Upon completion and acceptance of the work, the Contractor shall be compensated in the full amount of the approved lump-sum proposal.