



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, January 10, 2024 at 6:00 PM

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

1. OPENING CEREMONIES

A. Welcome – Mayor

B. Call to Order

C. Roll Call

D. Invocation

At this time the Council wishes to provide anyone an opportunity to give a brief invocation or inspirational thought. In accordance with law, we would request this opportunity not be used to recruit converts, to advance anyone, or to disparage any other faith or belief. If no one steps forward, we will observe a moment of silence so that we may all focus our thoughts on how best to serve our community.

E. Pledge of Allegiance

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

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

3. PRESENTATIONS/CEREMONIAL MATTERS

None

4. REQUEST TO ADDRESS COUNCIL

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

5. CONSENT CALENDAR

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

A. **SUBJECT:** Minutes - December 13, 2023

RECOMMENDATION: Council approve minutes as presented.

B. **SUBJECT:** Payroll

11/12/23 - 11/25/23: \$188,266.90; Retro Pay & Other: \$2,122.29; Overtime: \$9,274.52; Holiday 1/2: \$2871.97; Standby: \$1,578.03; Comp Time Earned: 27

11/26/23 - 12/09/23: \$199,710.75; Retro Pay & Other: \$5,464.19; Overtime: \$10,550.91; Standby: \$1,626.84; Comp Time Earned: 71.25

RECOMMENDATION: Council approve payroll as presented.

C. **SUBJECT:** Consideration of Rescheduling or Canceling the Regularly Scheduled Council Meetings on November 27, and December 25, 2024

RECOMMENDATION: Council by motion consider the following:

1. Cancel the November 27, 2024, meeting due to Thanksgiving holiday; or reschedule to alternate date;
2. Cancel the December 25, 2024, meeting due to the Christmas Holiday; or reschedule to alternate date.

6. PUBLIC HEARINGS

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

7. DEPARTMENT REPORTS

A. **SUBJECT:** Resolution Approving Side Letter Agreement with Kerman Peace Officers Association

RECOMMENDATION: Council by motion adopt resolution approving Side Letter Agreement with Kerman Peace Officers Association (KPOA) implementing adjustments to KPOA salary scales in response to labor market competitiveness.

B. **SUBJECT:** Resolution in Support of Fresno Council of Government' application to the California Department of Transportation FY 2024-25 Sustainable Communities Competitive Grant Program for the Fresno County Regional Rail Feasibility Study and authorize Mayor to send letter of support

RECOMMENDATION: Council by motion adopt resolution in support of Fresno Council of Governments' (FCOG) and the Fresno County Rural Transit Agency's (FCRTA) application to the California Department of Transportation's (CALTRANS) FY 2024-25 Sustainable Communities Competitive Grant Program for the Fresno County Regional Rail Feasibility Study and authorize Mayor to send letter of support representing the City of Kerman.

- C. **SUBJECT:** Contract with Cushman & Wakefield Western in the amount of \$18,500 for a Hotel Feasibility and Market Demand Study

RECOMMENDATION: Council by motion adopt a resolution approving contract with Cushman & Wakefield Western in the amount of \$18, 500 for a hotel feasibility and market demand study.

- D. **SUBJECT:** Resolution Adopting a Code of Conduct for Members of the City Council and Members of City Boards and Commissions

RECOMMENDATION: Council by motion adopt resolution approving a Code of Conduct for Members of the City Council and Members of City Boards and Commissions.

- E. **SUBJECT:** Consideration of Future Presentation(s) and Council position on Measure E

RECOMMENDATION: Council provide direction if they wish to schedule and hear a presentation from Measure E proponents and/or opponents on the proposed County-wide sales tax increase of ¼ cent to fund California State University Fresno improvements and programs and/or take a position as a Council or as individuals on Measure E.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

This portion of the meeting is reserved for the Mayor and Councilmembers (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 any one Council Member, and (iv) to take action on matters initiated under this section of the agenda. (Under this section the Council may take action only on items specifically agendaized and which meet other requirements for action.)

10. CLOSED SESSION

None

11. ADJOURNMENT

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

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.net or upon request by emailing the City Clerk at publicmeeting@cityofkerman.org or calling (559) 846-9380. 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) 846-9380 or email at publicmeeting@cityofkerman.org so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. The meeting room is accessible to persons with physical disabilities.

AGENDA POSTING CERTIFICATION

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

Date: January 5, 2024 /s/ Josie Camacho, City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, December 13, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome – Mayor
- B. Call to Order - **6:00 p.m.**
- C. Roll Call - **All present**
- D. Invocation - **Theresa Johnson, Community Services Director**
- E. Pledge of Allegiance - **Performed**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Explanation of Item 5.B & 5.C, Removing Item 5.E as a duplicate of Item 5.G, Correction to Item 7.B from 2 years to a 3 year term.

Motion made by Mayor Pro Tem Nijjer, Seconded by Council Member Yep Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer, Council Member Coleman, Council Member Herrera, Council Member Yep

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Honoring Tony Boren – **Presented**
- B. **Introduction of Police Officers & Staff:**
Munique Cubillos, Administrative Assistant, Luis Gutierrez, Police Officer, Johnathan Farr, Police Officer, Victoria Ramirez, Community Service Officer, Fabiana De La Cruz, Police Officer, Eduardo Barrera, Police Officer - **Presented**

4. REQUEST TO ADDRESS COUNCIL – None

5. CONSENT CALENDAR

Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer, Council Member Coleman, Council Member Herrera, Council Member Yep

- A. **MINUTES:** - November 8, 2023 & November 29, 2023

B. SUBJECT: Payroll (JA)

10/15/23 - 10/28/23: \$186,224.12; Retro Pay & Other: \$9,6310.10; Overtime: \$11,113.38;
Standby: \$1,480.30; Comp Time Earned: 45
RECOMMENDATION: Council approve payroll as presented.

SUBJECT: Payroll (JA)

10/29/23 - 11/11/23: \$186,677.87; Retro Pay & Other: \$2,122.29; Overtime: \$9,514.75;
Standby: \$1,250.22; Comp Time Earned: 51.78
RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 27959-28201 \$858,743.45 ACH \$177,243.10

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

D. SUBJECT: Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. SUBJECT: Contract for Emergency Preparedness

RECOMMENDATION: Council by motion adopt resolution approving contract with Michael Brady Emergency Management Consulting for preparation of an Updated Emergency Operations Plan, Stakeholder and Community Engagement and Staff Training in an amount not to exceed \$30,000. **Res 23-95**

F. SUBJECT: Community Organization Grant Program Policy (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Community Organization Grant Program Policy. **Res 23-96**

G. SUBJECT: Contract for Emergency Preparedness (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving contract with Michael Brady Emergency Management Consulting Engagement and Staff Training in an amount not to exceed \$30,000. **Item removed.**

6. PUBLIC HEARINGS – 6:14 p.m.

A. SUBJECT: Public Hearing for Proposed Increase in Water, Wastewater (Sewer) and Storm Drain Rates (JA)

RECOMMENDATION:

1. Council open and conduct the Proposition 218 public hearing to receive staff report and written protests, objections, and public comments; and
2. Close the public hearing;
3. Direct the City Clerk to report on the number of written protests received; and

If a majority protest does not exist for the proposed water, sewer and storm drain increases, adopt resolution approving increases to water and sewer rates which will become effective February 1, 2024, directing a property owner election and ballot process for the proposed storm drain fee and ratifying the Proposition 218 process. **Res 23-97**

Public Hearing Closed 7:17 p.m. Motion made by Council Member Yep, Seconded by Council Member Herrera. Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer, Council Member Coleman

7. DEPARTMENT REPORTS

- A. SUBJECT:** Request to Defer Gateway Villas Development Impact Fees for Fiscal Year 2022/2023 to First Quarter of 2024 and for Fiscal Year 2023/2024 to First Quarter of 2025 (JA)

RECOMMENDATION: Council to consider adoption of Resolution Approving First Amendment to Gateway Villas Apartments Affordable Housing Project and Waiver of Associated Impact Fees Agreement In Order to Extend the Payment Due Dates and Term of Agreement. **Res 23-98**

- B. SUBJECT:** Resolution Appointing Members to the Planning Commission and Parks, Recreation and Community Services Commission

RECOMMENDATION: Council by motion adopt resolution concurring with appointments by Mayor Pacheco of one applicant to the Planning Commission and two applicants to the Parks, Recreation and Community Services Commission. **PC Res 23-99, Rec Res 23-100**

- C. SUBJECT:** City Council Attendance at California League of Cities: Mayors and Council Members Academy (JAJ)

RECOMMENDATION: City Council select members to attend California League of Cities, Mayors and Council Meeting if a majority of Council wishes to attend the conference.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

- A. Future Consideration of Measure E - Mayor Pacheco - **Item to be added to future agenda.**

10. CLOSED SESSION

11. ADJOURNMENT - 8:24 p.m.

MINUTES CERTIFICATION

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

Date: December 14, 2023



Josie Camacho, Interim City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: November 12, 2023 - November 25, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS	COMP TIME
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	SALARY	EARNED
ADMINISTRATION										
Alvarez, Josefina	\$ 3,748.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,748.31	0.00
Camacho, Josie	\$ 2,898.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,898.38	0.75
Cheema, Akayla	\$ 2,663.08	\$ -	3.81	\$ 189.24	0.00	\$ -	0.00	\$ -	\$ 2,852.32	0.00
Garcia, Alex	\$ 1,530.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,530.15	0.00
Gonzalez, Diana	\$ 3,641.16	\$ 897.79	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,538.95	0.00
Jansons, John	\$ 7,012.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 7,012.54	0.00
Leon, Ulysa	\$ 1,530.15	\$ -	0.00	\$ 2.96	0.00	\$ -	0.00	\$ -	\$ 1,533.11	0.00
Linares, Vanessa	\$ 1,793.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,793.69	0.00
Lopez, Jacqueline	\$ 2,386.77	\$ -	1.00	\$ 43.81	0.00	\$ -	0.00	\$ -	\$ 2,430.58	0.00
Mendoza Hernandez, Ariana	\$ 1,972.77	\$ -	6.00	\$ 216.31	0.00	\$ -	0.00	\$ -	\$ 2,189.08	3.00
Reyes, Marcia	\$ 3,853.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,853.38	0.00
Sandoval, Veronica	\$ 1,759.40	\$ -	3.00	\$ 97.86	0.00	\$ -	0.00	\$ -	\$ 1,857.26	1.50
TOTAL	\$ 34,789.79	\$ 897.79	13.81	\$ 550.19	0.00	\$ -	0.00	\$ -	\$ 36,237.77	5.25
REC/SOCIAL										
Acosta-Parra, Melany	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Aguilar, Corina	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Arredondo, Raquel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Bankston, Jacob	\$ 73.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 73.63	0.75
Barrett, Shannon	\$ 1,797.42	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,797.42	2.25
Beltran, Isabelle	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Brar, Manreet	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.00
Chouhan, Arnoop	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Chouhan, Gurnoor	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Cruz Paramo, Xitlali	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Escamilla, Paloma	\$ 31.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 31.00	0.00
Flores, Haley	\$ 1,806.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,806.00	0.00
Garcia, Anthony	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Gonzalez Corrales, Aleena	\$ 54.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 54.25	0.00
Hurlbert, Ronald	\$ 503.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 503.75	0.00
Jauriqui, Jose	\$ 594.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 594.00	0.00
Johnson, Theresa	\$ 3,343.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,343.54	0.00
Leon Morales, Yesenia	\$ 480.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 480.50	0.00
Lemm, Kylie	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Daniela	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Joshua	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Miguelangel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lujan, Vanessa	\$ 476.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 476.00	0.00
Martinez, Aylah	\$ 552.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 552.75	0.00
Martinez, Jeness	\$ 46.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 46.50	0.00
Naranjo, Alexander	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Nazaroff, Rebekah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Negrete, Dean	\$ 1,626.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,626.00	0.00
Pena, Alexis	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Pena, Mercedes	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Sidhu, Nirmal	\$ 2,106.14	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,106.14	0.00
Silva, Jessica	\$ 317.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 317.75	0.00
Tovar, Jessica	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Villarreal, Arlene	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
TOTAL	\$ 23,448.73	\$ -	0.00	\$ -	0.00	\$ -	0	0.00	\$ 23,448.73	3.00
POLICE										
Antuna, Miguel	\$ 2,781.91	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,781.91	0.00
Arciga, Jose	\$ 2,878.88	\$ -	9.50	\$ 484.14	12.00	\$ 203.85	0.00	\$ -	\$ 3,566.87	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: November 12, 2023 - November 25, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Barbosa, Isaias	\$ 3,000.10	\$ -	0.00	\$ -	12.00	\$ 212.51	0.00	\$ -	\$ 3,212.61	0.00
Barcoma, Wilbert	\$ 4,441.35	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,441.35	0.00
Barra, Brenden	\$ 2,277.26	\$ -	19.75	\$ 781.10	24.00	\$ 316.39	0.00	\$ -	\$ 3,374.75	0.00
Belding, Jeff	\$ 3,789.47	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,789.47	0.00
Castro, Jaclynn	\$ 2,234.87	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,234.87	0.00
Chapman, Tom	\$ 3,874.18	\$ -	3.00	\$ 204.20	24.00	\$ 544.53	0.00	\$ -	\$ 4,622.90	0.00
Clark, Patrick	\$ 2,637.06	\$ -	0.00	\$ -	12.00	\$ 188.36	0.00	\$ -	\$ 2,825.42	0.00
Cubillos, Munique	\$ 1,901.27	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,901.27	0.00
Cubillos, Theresa	\$ 2,833.43	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,833.43	0.00
Farr, Jonathan	\$ 2,172.37	\$ -	3.00	\$ 116.38	12.00	\$ 155.17	0.00	\$ -	\$ 2,443.92	0.00
Garcia, Andrew	\$ 2,119.38	\$ -	2.00	\$ 75.69	12.00	\$ 151.38	0.00	\$ -	\$ 2,346.46	0.00
Gempis, Danzel	\$ 2,018.31	\$ -	6.50	\$ 234.27	12.00	\$ 144.16	8.00	\$ 48.05	\$ 2,444.80	0.00
Gutierrez, Gloria	\$ 2,296.24	\$ -	1.53	\$ 64.73	0.00	\$ -	0.00	\$ -	\$ 2,360.98	0.00
Gutierrez, Luis	\$ 2,043.31	\$ -	11.00	\$ 396.45	12.00	\$ 144.17	0.00	\$ -	\$ 2,583.93	0.00
Inthasone, Bryant	\$ 2,018.31	\$ -	2.07	\$ 73.76	12.00	\$ 144.16	0.00	\$ -	\$ 2,236.24	0.00
Irazoqui, Mario	\$ -	\$ 1,224.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,224.50	0.00
Lopez, Matt	\$ 850.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 850.00	0.00
Lozano, Daniel	\$ 1,636.95	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,636.95	0.00
Lozano, Patricia	\$ 1,353.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,353.23	0.00
Mendoza, Sandra	\$ 3,160.64	\$ -	8.50	\$ 475.94	12.00	\$ 223.97	0.00	\$ -	\$ 3,860.56	0.00
Ramirez, Victoria	\$ 1,380.30	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,380.30	0.00
Roth, Adriana	\$ 2,131.27	\$ -	3.00	\$ 110.83	12.00	\$ 147.77	0.00	\$ -	\$ 2,389.86	0.75
Ruiz, Jose	\$ 2,131.27	\$ -	42.25	\$ 1,560.81	12.00	\$ 147.77	0.00	\$ -	\$ 3,839.85	0.00
Vasquez, Francisco	\$ 2,093.77	\$ -	39.00	\$ 1,440.75	12.00	\$ 147.77	0.00	\$ -	\$ 3,682.29	0.00
Velez, Bernice	\$ 1,771.20	\$ -	2.00	\$ 66.42	0.00	\$ -	0.00	\$ -	\$ 1,837.62	0.00
Wilkins, Steve	\$ 5,062.76	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,062.76	0.00
TOTAL:	\$ 66,889.08	\$ 1,224.50	\$ 153.10	\$ 6,085.47	\$ 192.00	\$ 2,871.97	\$ 8.00	\$ 48.05	\$ 77,119.07	\$ 0.75

PUBLIC WORKS

Arrellano, Antonio	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,901.69	\$ -	24.50	\$ 993.71	0.00	\$ -	34.00	\$ 788.43	\$ 3,683.84	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,525.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,525.08	0.00
Cruz Villalobos, Eulises	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,794.80	\$ -	36.50	\$ 1,374.03	0.00	\$ -	34.00	\$ 741.54	\$ 3,910.37	0.00
Garcia Pina, Gilberto	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Gastelum, Humberto	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Guizar, Jesus	\$ 1,070.40	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,070.40	0.00
Gutierrez Olivarez, Norberto	\$ 1,610.58	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,610.58	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Isaak, Denise	\$ 2,012.95	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,012.95	0.00
Jimenez, Gabriela	\$ 1,598.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,598.92	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	0.00
Lopez, Josue	\$ 1,837.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,837.54	4.50
Morales, Andres	\$ 1,800.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,800.38	0.00
Ortiz, Carlos	\$ 1,960.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,960.31	0.00
Perez, Ruben Lopez	\$ 1,819.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,819.38	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	2.00	\$ 101.53	0.00	\$ -	0.00	\$ -	\$ 2,809.05	0.00
Rivera, Hector	\$ 936.60	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 936.60	0.00
Ruelas, Carlos	\$ 719.18	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 719.18	0.00
Sanchez, Daniel	\$ 2,694.55	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,694.55	0.00
Sanchez, Joseph	\$ 886.43	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 886.43	0.00
Soto, Samuel	\$ 451.72	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 451.72	0.00
Tinoco, Alfonso	\$ 2,514.62	\$ -	2.00	\$ 92.42	0.00	\$ -	0.00	\$ -	\$ 2,607.04	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: November 12, 2023 - November 25, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Valdivia, Blanco	\$ 1,676.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,676.00	9.00
TOTAL	\$ 51,658.54	\$ -	65.00	\$ 2,561.70	0.00	\$ -	68.00	\$ 1,529.97	\$ 55,750.21	13.50

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	1.50
Campos, Manuel	\$ 1,982.00	\$ -	1.00	\$ 36.23	0.00	\$ -	0.00	\$ -	\$ 2,018.23	0.00
Meza, Isela	\$ 712.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 712.00	0.00
Orozco, Jesus	\$ 3,763.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,763.92	0.00
Padilla, Ruth	\$ 2,183.08	\$ -	1.00	\$ 40.93	0.00	\$ -	1.00	\$ -	\$ 2,224.01	3.00
TOTAL	\$ 11,105.77	\$ -	2.00	\$ 77.16	0.00	\$ -	1.00	\$ -	\$ 11,182.93	4.50

PLANNING

Bandy, R	\$ 75.00
Molloy, Cory	\$ -
Nehring, K	\$ 75.00
Nunez, M	\$ -
Felker, R	\$ 75.00
Bishop, S	\$ 75.00
Villar, V	\$ 75.00

COUNCIL

Yep, G	\$ -
Herrera, I	\$ -
Nijjer, B	\$ -
Coleman, J	\$ -
Pacheco, M	\$ -

	Total	\$ 375.00		Total				\$ -		
GRAND TOTAL:	\$188,266.90	\$2,122.29	233.91	\$9,274.52	192.00	\$2,871.97	77.00	\$1,578.03	\$204,113.70	27.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: November 26, 2023 - December 09, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>										
Alvarez, Josefina	\$ 6,738.39	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 6,738.39	0.00
Camacho, Josie	\$ 3,219.85	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,219.85	2.25
Cheema, Akayla	\$ 2,663.08	\$ -	11.95	\$ 593.37	0.00	\$ -	0.00	\$ -	\$ 3,256.44	0.00
Garcia, Alex	\$ 1,530.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,530.15	4.13
Gonzalez, Diana	\$ 3,641.16	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,641.16	0.00
Jansons, John	\$ 7,012.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 7,012.54	0.00
Leon, Ulysa	\$ 1,530.15	\$ -	2.88	\$ 79.93	0.00	\$ -	0.00	\$ -	\$ 1,610.08	0.00
Linares, Vanessa	\$ 1,793.69	\$ -	5.13	\$ 166.30	0.00	\$ -	0.00	\$ -	\$ 1,960.00	10.50
Lopez, Jacqueline	\$ 2,386.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,386.77	1.50
Mendoza Hernandez, Ariana	\$ 1,972.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,972.77	0.00
Reyes, Marcia	\$ 10,484.59	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 10,484.59	0.00
Sandoval, Veronica	\$ 1,759.40	\$ -	5.50	\$ 181.84	0.00	\$ -	0.00	\$ -	\$ 1,941.24	0.00
TOTAL	\$ 44,732.54	\$ -	25.46	\$ 1,021.44	0.00	\$ -	0.00	\$ -	\$ 45,753.98	18.38
<u>REC/SOCIAL</u>										
Acosta-Parra, Melany	\$ 58.13	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 58.13	0.00
Aguilar, Corina	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Arredondo, Raquel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Bankston, Jacob	\$ 139.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 139.50	19.50
Barrett, Shannon	\$ 1,806.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,806.00	0.38
Beltran, Isabelle	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Brar, Manreet	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.00
Chouhan, Arnoop	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Chouhan, Gurnoor	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Cruz Paramo, Xitlali	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Escamilla, Paloma	\$ 73.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 73.63	0.00
Flores, Haley	\$ 1,723.83	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,723.83	0.00
Garcia, Anthony	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Gonzalez Corrales, Aleena	\$ 69.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 69.75	0.00
Hurlbert, Ronald	\$ 480.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 480.50	0.00
Jauriqui, Jose	\$ 594.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 594.00	0.00
Johnson, Theresa	\$ 3,343.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,343.54	0.00
Leon Morales, Yesenia	\$ 581.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 581.25	0.00
Lemm, Kylie	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Daniela	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Joshua	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Miguelangel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lujan, Vanessa	\$ 408.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 408.00	0.00
Martinez, Aylah	\$ 664.13	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 664.13	0.00
Martinez, Jeness	\$ 116.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 116.25	0.00
Naranjo, Alexander	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Nazaroff, Rebekah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Negrete, Dean	\$ 1,707.69	\$ 138.88	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,846.57	0.00
Pena, Alexis	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Pena, Mercedes	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Sidhu, Nirmal	\$ 2,106.14	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,106.14	0.00
Silva, Jessica	\$ 364.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 364.25	0.00
Tovar, Jessica	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Villarreal, Arlene	\$ 1,782.86	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,782.86	0.00
TOTAL	\$ 23,422.33	\$ 138.88	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 23,561.21	19.88
<u>POLICE</u>										
Antuna, Miguel	\$ 2,781.91	\$ -	7.00	\$ 347.74	0.00	\$ -	0.00	\$ -	\$ 3,129.65	0.00
Arciga, Jose	\$ 2,878.88	\$ -	17.00	\$ 866.36	0.00	\$ -	6.00	\$ 50.96	\$ 3,796.19	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: November 26, 2023 - December 09, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED	
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT			
Barbosa, Isaias	\$ 3,000.10	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,000.10	1.50	
Barcoma, Wilbert	\$ 4,441.35	\$2,189.42	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 6,630.77	0.00	
Barra, Brenden	\$ 2,277.26	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,277.26	3.00	
Belding, Jeff	\$ 3,789.47	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,789.47	12.00	
Castro, Jaclynn	\$ 2,234.87	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,234.87	0.00	
Chapman, Tom	\$ 3,874.18	\$ -	12.00	\$ 816.79	0.00	\$ -	0.00	\$ -	\$ 4,690.96	0.00	
Clark, Patrick	\$ 2,624.79	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,624.79	0.00	
Cubillos, Munique	\$ 1,901.27	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,901.27	0.00	
Cubillos, Theresa	\$ 2,833.43	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,833.43	0.00	
Farr, Jonathan	\$ 2,172.37	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,172.37	0.00	
Garcia, Andrew	\$ 2,119.38	\$ -	1.00	\$ 37.85	0.00	\$ -	0.00	\$ -	\$ 2,157.23	0.00	
Gempis, Danzel	\$ 2,018.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,018.31	0.00	
Gutierrez, Gloria	\$ 2,296.24	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,296.24	0.00	
Gutierrez, Luis	\$ 2,043.31	\$ -	4.00	\$ 144.17	0.00	\$ -	0.00	\$ -	\$ 2,187.48	0.00	
Inthasone, Bryant	\$ 2,018.31	\$ -	2.59	\$ 92.27	0.00	\$ -	0.00	\$ -	\$ 2,110.57	0.00	
Irazoqui, Mario	\$ 918.48	\$ 612.25	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,530.73	0.00	
Lopez, Matt	\$ 913.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 913.75	0.00	
Lozano, Daniel	\$ 1,636.95	\$ -	3.50	\$ 107.42	0.00	\$ -	0.00	\$ -	\$ 1,744.38	0.00	
Lozano, Patricia	\$ 1,393.94	\$ 444.09	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,838.03	0.00	
Mendoza, Sandra	\$ 3,160.64	\$ -	20.00	\$1,119.87	0.00	\$ -	0.00	\$ -	\$ 4,280.51	0.00	
Ramirez, Victoria	\$ 1,380.30	\$ -	1.00	\$ 25.88	0.00	\$ -	0.00	\$ -	\$ 1,406.18	0.00	
Roth, Adriana	\$ 2,131.27	\$ -	3.00	\$ 110.83	0.00	\$ -	0.00	\$ -	\$ 2,242.09	0.00	
Ruiz, Jose	\$ 2,131.27	\$ -	1.50	\$ 55.41	0.00	\$ -	0.00	\$ -	\$ 2,186.68	0.00	
Vasquez, Francisco	\$ 2,093.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,093.77	3.00	
Velez, Bernice	\$ 1,771.20	\$ -	5.00	\$ 166.05	0.00	\$ -	0.00	\$ -	\$ 1,937.25	0.00	
Wilkins, Steve	\$ 5,062.76	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,062.76	0.00	
TOTAL:	\$ 67,899.75	\$3,245.76	\$ 77.59	\$3,890.63	\$ -	\$ -	0	\$ 6.00	\$ 50.96	\$ 75,087.09	\$ 19.50

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PUBLIC WORKS

Arrellano, Antonio	\$ 1,843.08	\$ -	4.50	\$ 151.29	0.00	\$ -	0.00	\$ -	\$ 1,994.37	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,960.31	\$ -	4.50	\$ 161.18	0.00	\$ -	0.00	\$ -	\$ 2,121.49	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,525.08	\$ -	30.31	\$ 913.81	0.00	\$ -	32.00	\$ 590.03	\$ 3,028.92	0.00
Cruz Villalobos, Eulises	\$ 1,454.92	\$ -	4.50	\$ 118.54	0.00	\$ -	0.00	\$ -	\$ 1,573.46	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,794.80	\$ -	4.50	\$ 147.22	0.00	\$ -	0.00	\$ -	\$ 1,942.02	0.00
Garcia Pina, Gilberto	\$ 1,454.92	\$ -	5.50	\$ 144.88	0.00	\$ -	0.00	\$ -	\$ 1,599.81	0.00
Gastelum, Humberto	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Guizar, Jesus	\$ 1,338.00	\$ -	4.50	\$ 112.89	0.00	\$ -	0.00	\$ -	\$ 1,450.89	0.00
Gutierrez Olivarez, Norberto	\$ 1,626.00	\$ -	4.64	\$ 140.04	0.00	\$ -	0.00	\$ -	\$ 1,766.04	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	4.50	\$ 151.29	0.00	\$ -	0.00	\$ -	\$ 1,994.37	0.00
Isaak, Denise	\$ 363.45	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 363.45	0.00
Jimenez, Gabriela	\$ 1,598.92	\$ -	4.50	\$ 130.69	0.00	\$ -	0.00	\$ -	\$ 1,729.61	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	6.00
Lopez, Josue	\$ 1,837.54	\$ -	7.50	\$ 251.37	0.00	\$ -	0.00	\$ -	\$ 2,088.91	0.00
Morales, Andres	\$ 1,843.08	\$ -	6.50	\$ 218.53	0.00	\$ -	0.00	\$ -	\$ 2,061.61	0.00
Ortiz, Carlos	\$ 1,960.31	\$ -	5.50	\$ 185.06	0.00	\$ -	0.00	\$ -	\$ 2,145.37	0.00
Perez, Ruben Lopez	\$ 1,819.38	\$ -	1.00	\$ 34.11	0.00	\$ -	0.00	\$ -	\$ 1,853.50	0.00
Ramirez, Manuel	\$ 2,707.51	\$ 1,353.76	8.50	\$ 499.20	0.00	\$ -	0.00	\$ -	\$ 4,560.47	0.00
Rivera, Hector	\$ 970.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 970.05	0.00
Ruelas, Carlos	\$ 836.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 836.25	0.00
Sanchez, Daniel	\$ 2,694.55	\$ -	4.50	\$ 223.13	0.00	\$ -	0.00	\$ -	\$ 2,917.68	3.00
Sanchez, Joseph	\$ 970.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 970.05	0.00
Soto, Samuel	\$ 1,656.89	\$ -	5.50	\$ 207.14	0.00	\$ -	0.00	\$ -	\$ 1,864.03	0.00
Tinoco, Alfonso	\$ 2,514.62	\$ -	35.50	\$ 1,848.46	0.00	\$ -	32.00	\$ 985.85	\$ 5,348.92	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: November 26, 2023 - December 09, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Valdivia, Blanco	\$ 1,757.69	\$ 725.79	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,483.48	4.50
TOTAL	\$ 51,914.37	\$ 2,079.55	146.45	\$ 5,638.85	0.00	\$ -	64.00	\$ 1,575.88	\$ 61,208.64	13.50

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	0.00
Campos, Manuel	\$ 1,982.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,982.00	0.00
Meza, Isela	\$ 848.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 848.00	0.00
Orozco, Jesus	\$ 3,763.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,763.92	0.00
Padilla, Ruth	\$ 2,183.08	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 2,183.08	0.00
TOTAL	\$ 11,241.77	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 11,241.77	0.00

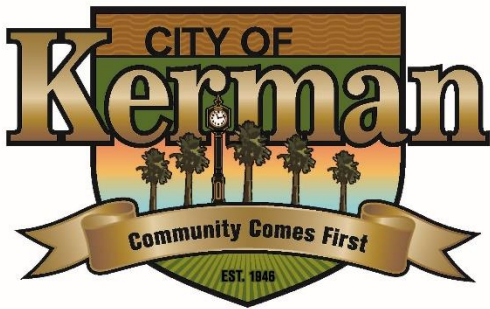
PLANNING

Bandy, R	\$ -
Molloy, Cory	\$ -
Nehring, K	\$ -
Nunez, M	\$ -
Felker, R	\$ -
Bishop, S	\$ -
Villar, V	\$ -

COUNCIL

Yep, G	\$ 125.00
Herrera, I	\$ -
Nijjer, B	\$ 125.00
Coleman, J	\$ 125.00
Pacheco, M	\$ 125.00

	Total	\$ -		Total				\$ 500.00		
GRAND TOTAL:	\$199,710.75	\$5,464.19	249.50	\$10,550.91	0.00	\$0.00	71.00	\$1,626.84	\$217,352.68	71.25



2024 City Council Meetings

**REGULAR COUNCIL MEETINGS ARE SCHEDULED EVERY SECOND AND FOURTH
WEDNESDAY OF THE MONTH AT 6:00 PM AT
CITY HALL 850 S. MADERA AVE., KERMAN, CA 93630**

January 10, 2024	January 24, 2024
February 14, 2024	February 28, 2024
March 13, 2024	March 27, 2024
April 10, 2024	April 24, 2024
May 8, 2024	May 22, 2024
June 12, 2024	June 26, 2024
July 10, 2024	July 24, 2024
August 14, 2024	August 28, 2024
September 11, 2024	September 25, 2024
October 9, 2024	October 23, 2024
November 13, 2024	November 27, 2024
December 11, 2024	December 25, 2024



STAFF REPORT

MEETING DATE: January 10, 2024

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution Approving Side Letter Agreement with Kerman Peace Officers Association

RECOMMENDATION: Council by motion adopt resolution approving Side Letter Agreement with Kerman Peace Officers Association (KPOA) implementing adjustments to KPOA salary scales in response to labor market competitiveness.

DISCUSSION:

In 2020, the City Council approved a three year Memorandum of Understanding (labor bargaining agreement) with the Kerman Peace Officer Association (KPOA) that included a provision, which obligated the City to conduct a labor market competitiveness salary survey for consideration in the third year of the agreement.

Bryce Consulting Inc., with specialized experience in human resources and salary and compensation analytical services, was hired to perform the survey in 2022 for all represented Kerman employees, with Kerman Police Department employees being examined first. Kerman Municipal Employees Association member's compensation is currently under final review.

The comparable 11 cities (the survey pool) selected for examination were cities similar to Kerman and its resources and capacity, within a realistic and reasonable commute range, and were reviewed with, and approved by the KPOA and Kerman Municipal Employees Association (KMEA) because the survey was not limited to only Police Department Employees, but as stated, all represented City employees.

The survey revealed that most positions within the Kerman Police Department (KPD) represented by the KPOA were compensated below the pool average. As a result, the study proposed salary adjustments to bring each comparable position in line with labor market averages.

In consultation with City Council, staff was authorized to propose salary adjustments to the "60th" percentile, or 10 points above median to reflect the appreciation and value of KPOA members to the City and its leadership.

In order to implement the recommend salary adjustments to KPD salaries, a Side Letter Agreement (Attachment B) was negotiated with the KPOA and subsequently ratified by KPOA for City Council consideration and approval. Included with the Side Letter Agreement are the proposed new salary scales for KPD employees as recommended.

FISCAL IMPACT:

The fiscal impact to the City's personnel budget within the General Fund, which primarily funds police services, for the recommended adjustments to KPD salaries is approximately \$238,500 for Fiscal Year 23/24 and approximately \$477,000 for Fiscal Year 24/25.

CONCLUSION:

If adopted, the resolution will be effective immediately and the new salaries will be effective and implemented in the first full payroll period following this approval beginning on January 21, 2024.

ATTACHMENTS:

- A. Resolution
- B. Attachment A to Resolution (Side Letter Agreement between City of Kerman and KPOA)
- C. Exhibit A to Side Letter (Proposed Salary Scales Effective January 21, 2024)

Attachment 'A'

RESOLUTION NO. 24-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING SIDE
LETTER AGREEMENT WITH THE KERMAN PEACE OFFICERS ASSOCIATION
IMPLEMENTING ADJUSTMENTS TO SALARY SCALES RESULTING FROM
COMPARABLE COMPENSATION MARKET STUDY**

WHEREAS, the City of Kerman and the Kerman Peace Officers Association (KPOA) entered into an updated Memorandum of Understanding (MOU) in 2020 covering the period July 1, 2021 to June 30 2024; and

WHEREAS, the MOU stipulated that during the term of the MOU, the City would commission a comparable salary study to determine local labor market competitiveness of the City's compensation levels; and

WHEREAS, in 2023, the City hired Bryce Consulting Inc., a statewide leader in human resource and compensation analytics; and

WHEREAS, the resulting comparable survey revealed that salary adjustments were warranted to address competitiveness for talent; and

WHEREAS, the City values and appreciates KPD employees and maintaining competitive salary and benefits, and

WHEREAS, the City is in positive financial circumstances to absorb the recommended salary increases estimated at approximately \$238,500 for FY 23/24 and \$477,000 for FY 24/25 for employees of KPD, at full staffing which is primarily borne by the General Fund for police services; and

WHEREAS, the KPOA membership ratified the Side Letter Agreement prior to it coming before the City Council for consideration of approval.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- Section 1. The above recitals are true and correct and incorporated herein by reference.
- Section 2. The City Council approves the Side Letter Agreement with KPOA attached as Attachment A and incorporated by reference to implement adjustments to KPD salaries including Exhibit A to the Side Letter (the Salary Schedule).
- Section 3. Upon approval, the salary adjustments will become effective January 21, 2024 with the first new, full payroll period following this action.
- Section 4. This Resolution is effective upon adoption.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 10th day of January 2024 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

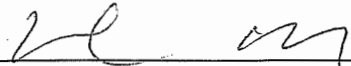
SIDE LETTER AGREEMENT

CITY OF KERMÁN (City) AND KERMÁN PEACE OFFICERS ASSOCIATION (KPOA)

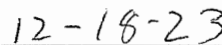
December 13, 2023

Pursuant to the current Memorandum of Understanding (MOU) between the City and KPOA, effective July 1, 2021 through June 30, 2024, and related to Section 7 (Compensation Study) of the MOU, following completion of the salary study by Bryce Consulting, Inc., representatives for the City and KPOA met and conferred and agreed upon the attached revised salary schedule, incorporated and referred to herein, which is effective the first full pay period following City Council approval of this Side Letter Agreement.

For the City

Date

For the KPOA



Date

Breden Barra, President

Proposed Public Safety Employees*

Section 7, Item A.

January 21, 2024 - June 2024

The 2022-2023 Salary Scale was used to make the recommended percentage increases

Public Safety		Step A		Step B		Step C		Step D		Step E		Step F		Step G
Lieutenant	\$	7,284	\$	7,648	\$	8,031	\$	8,432	\$	8,854	\$	9,297	\$	9,762
Sergeant- <u>2,184 Annual Hours</u>	\$	6,303	\$	6,618	\$	6,949	\$	7,297	\$	7,662	\$	8,045	\$	8,447
Corporal- <u>2,184 Annual Hrs</u>	\$	4,987	\$	5,236	\$	5,498	\$	5,773	\$	6,062	\$	6,365	\$	6,683
Police Officer- <u>2,184 Annual Hrs</u>	\$	4,744	\$	4,981	\$	5,230	\$	5,492	\$	5,766	\$	6,055	\$	6,357
* Records Manager-No change from the 2022-2023 Salary Scale due to a recommendation of negative 2.30%. Proposed scale is same as 2023-2024 Salary Scale	\$	4,572	\$	4,801	\$	5,041	\$	5,293	\$	5,558	\$	5,836	\$	6,127
Records Clerk	\$	3,396	\$	3,566	\$	3,744	\$	3,932	\$	4,128	\$	4,335	\$	4,551
Community Service Officer	\$	3,570	\$	3,748	\$	3,935	\$	4,132	\$	4,339	\$	4,556	\$	4,784
Animal Control	\$	3,945	\$	4,142	\$	4,349	\$	4,567	\$	4,795	\$	5,035	\$	5,287
Administrative Assistant	\$	4,272	\$	4,486	\$	4,710	\$	4,946	\$	5,193	\$	5,453	\$	5,725

Lieutenant - FLSA Exempt

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



STAFF REPORT

MEETING DATE: January 10, 2024

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution in Support of Fresno Council of Government's application to the California Department of Transportation FY 2024-25 Sustainable Communities Competitive Grant Program for the Fresno County Regional Rail Feasibility Study and authorize Mayor to send letter of support

RECOMMENDATION: Council by motion adopt resolution in support of Fresno Council of Governments' (FCOG) and the Fresno County Rural Transit Agency's (FCRTA) application to the California Department of Transportation's (CALTRANS) FY 2024-25 Sustainable Communities Competitive Grant Program for the Fresno County Regional Rail Feasibility Study and authorize Mayor to send letter of support representing the City of Kerman.

EXECUTIVE SUMMARY:

The purpose of the proposed resolution is for Council to support the application by Fresno COG and FCRTA, to CAL TRANS for Fiscal Year 2024-25 Sustainable Communities Competitive Grant Program for the Fresno County Regional Rail Feasibility Study (Study).

The proposed study will analyze the feasibility of a zero-emission regional rail network in Fresno County that aims to better connect the County's disadvantaged and underserved rural incorporated and unincorporated communities to the future downtown Fresno High-Speed Rail Station.

With the subject rail corridor passing through Kerman, the City is a key stakeholder with a significant vested interest in the study and any future decision regarding use of the rail line.

The Study aligns with the Caltrans Sustainable Communities grant program criteria by studying a zero-emission regional rail network that could result in increased public transit ridership throughout Fresno County, achieve the State's vehicle miles traveled (VMT) and greenhouse gas (GHG) reduction targets, and benefit a federally designated Area of Persistent Poverty, Historically Disadvantaged Community, and Opportunity Zone, as well as a state designated Disadvantaged Community, Economically Distressed Area, and Low-Income Community. The Study would primarily focus on studying a zero-emission regional rail network on the existing, and currently underutilized, San Joaquin Valley Railroad corridor that runs east-west within Fresno County (Attachment 'B').

Fresno COG and FCRTA are requesting \$300,000 in grant funding for the Fresno County Regional Rail Feasibility Study. Fresno COG and FCRTA would also contribute a combined \$50,000 in local matching funds towards the Study.

If adopted, the Resolution and Letter of support will be delivered to FCOG for inclusion in their grant application package.

ATTACHMENTS:

- A. Resolution w/Exhibit A (Letter of Support)
- B. Proposed Rail Study Supporting Documents

Attachment 'A'

RESOLUTION NO. 24__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN SUPPORTING APPLICATION BY FRESNO COUNCIL OF GOVERNMENTS AND THE FRESNO COUNTY RURAL TRANSIT AGENCY TO THE CALIFORNIA DEPARTMENT OF TRANSPORTATION FISCAL YEAR 2024-25 SUSTAINABLE COMMUNITIES COMPETITIVE GRANT PROGRAM FOR THE FRESNO COUNTY REGIONAL RAIL FEASIBILITY STUDY AND AUTHORIZING MAYOR TO SEND LETTER OF SUPPORT REPRESENTING THE CITY OF KERMAN.

WHEREAS, the City of Kerman is represented by both the Fresno Council of Governments and the Fresno County Rural Transit Agency on matters of transportation improvements, goods movement, infrastructure investment, regional planning and public transportation; and

WHEREAS, the City is a key stakeholder with a significant vested interest in the east-west rail line under discussion; and

WHEREAS, the City supports the examination of dual use of freight and passenger linkages to maximize and optimize existing rail infrastructure; and

WHEREAS, the City Council wishes to express its collective support for the proposed study; and

WHEREAS, to that end has authorized the Mayor to issue a letter of support on behalf of the Kerman City Council.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- Section 1. The above recitals are true and correct and incorporated herein by reference.
- Section 2. The City Council supports the proposed study.
- Section 3. The City Council authorizes a letter of support be provided to FCOG Exhibit A.
- Section 4. Time is of the essence.
- Section 5. This Resolution is effective upon adoption.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 10th day of January 2024 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

Section 7, Item B.

26





WHY THIS IS IMPORTANT:

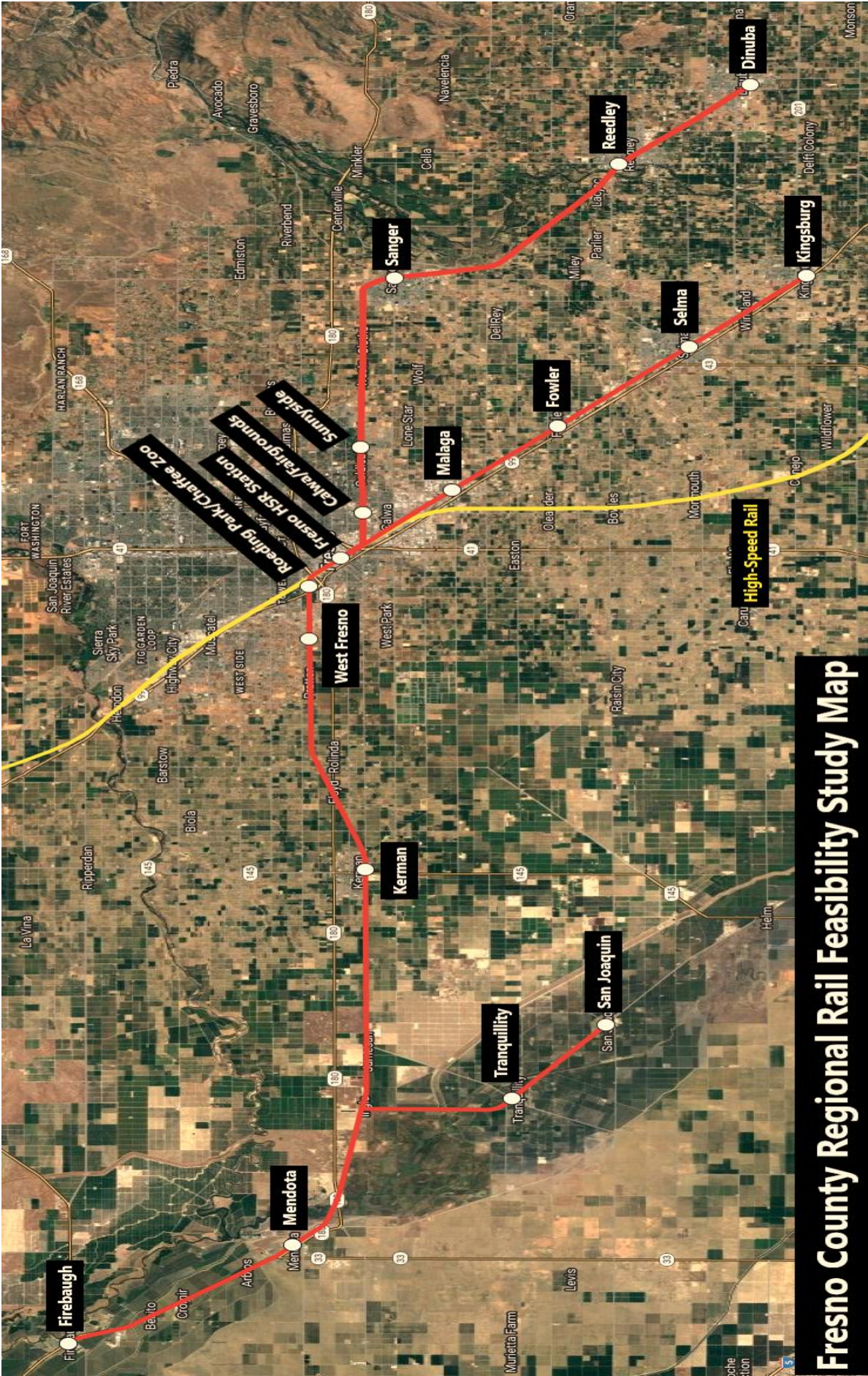
Regional rail corridors and stations in under invested areas will support active transportation and complementary transit services to improve health and accessibility. Regional rail also supports transportation solutions that are affordable, reduce greenhouse gases (GHG), vehicle miles traveled (VMT), and improve air quality. As regional rail stations are identified and prioritized through this project, there will be opportunities to integrate Transit Oriented Development into the areas. TOD's can change the community development pattern by incorporating affordable housing and maintaining economic diversity and equitable access to jobs, services, and educational opportunities. They can foster a stronger economy for these neighborhoods and improve the quality of life for its residents.

A regional rail network can address air pollution concerns by offering an alternative mode of travel that relies less on single occupant vehicles and improves connectivity with other public transportation systems, whether that is Fresno's FAX urban public transit network or the future California High-Speed Rail system, providing sustainable intercity and inter-regional transportation for underserved and disadvantaged communities in Fresno County.

Fresno County scores poorly on many of the indexes for identifying disadvantaged communities and the underserved, including over 55% of census tracts above the 75th percentile on CalEnviroScreen 4.0. In addition, the average income is 25% below the state average, meaning over 58% of the residents are in low-income communities. The cost of transportation for low-income populations is significantly higher than for the average households. This burden can be as high as 30% compared to 20% for the average household. Affordable and efficient public transit in some of the disadvantaged communities can be inadequate. By connecting communities through a regional rail network, we can improve regional mobility, reduce environmental impacts of transportation, and increase economic opportunity for those in the most disadvantaged communities in the state.



Section 7, Item B.



OFFICE OF THE MAYOR:
Maria Pacheco

Mayor Pro Tem – Bill Nijjer
Council Members:

Jennifer Coleman
 Ismael Herrera
 Gary Yep



850 S. Madera Avenue

Kerman, CA 93630

Phone: (559) 846-938

Fax: (559) 846-6199

January __, 2024

Mr. Robert Phipps
 Interim Executive Director
 Fresno Council of Governments
 2035 Tulare Street, Suite 201
 Fresno, CA 93721

Subject: Support for the Fresno County Regional Rail Feasibility Study Grant Application

Dear Mr. Phipps,

The City of Kerman strongly supports the application by the Fresno Council of Governments (Fresno COG), in partnership with the Fresno County Rural Transit Agency (FCRTA), to the California Department of Transportation's (Caltrans) FY2024-25 Sustainable Communities competitive grant program for the Fresno County Regional Rail Feasibility Study (Study).

The City of Kerman understands the Study will analyze the feasibility of a zero-emission regional rail network in Fresno County that aims to better connect the County's disadvantaged and underserved rural incorporated and unincorporated communities to the future downtown Fresno High-Speed Rail Station.

The Study aligns with the Caltrans Sustainable Communities grant program criteria by studying a zero-emission regional rail network that could result in increased public transit ridership throughout Fresno County, achieve the State's vehicle miles traveled (VMT) and greenhouse gas (GHG) reduction targets, and benefit a federally designated Area of Persistent Poverty, Historically Disadvantaged Community, and Opportunity Zone, as well as a state designated Disadvantaged Community, Economically Distressed Area, and Low-Income Community. The Study would primarily focus on studying a zero-emission regional rail network on the existing, and currently underutilized, San Joaquin Valley Railroad corridor that runs east-west within Fresno County.

Fresno COG and FCRTA are requesting \$300,000 in grant funding for the Fresno County Regional Rail Feasibility Study. Fresno COG and FCRTA would also contribute a combined \$50,000 in local matching funds towards the Study.

The City of Kerman would like to thank Caltrans for its consideration and welcomes the opportunity to support Fresno COG and FCRTA in the pursuit of this Study.

Sincerely,

Maria Pacheco, Mayor

cc: City Council
 City Manager

"COMMUNITY COMES FIRST"



STAFF REPORT

MEETING DATE: January 10, 2024

PRESENTER: John Jansons, City Manager

SUBJECT: Contract with Cushman & Wakefield Western in the amount of \$18,500 for a Hotel Feasibility and Market Demand Study

RECOMMENDATION: Council by motion adopt a resolution approving contract with Cushman & Wakefield Western in the amount of \$18,500 for a hotel feasibility and market demand study.

EXECUTIVE SUMMARY:

The Kerman Economic Development Program has long identified the goal of a “branded” hotel property be developed in Kerman. Kerman currently suffers from lodging leakage, wherein visitors for business, leisure, special events and family gathering have extremely limited local lodging options and a small number of rooms to accommodate local needs. As a result many, if not most, visitors to Kerman requiring overnight accommodation stay in properties in the City of Fresno.

In Economic Development staff’s efforts to recruit hotel developers and operators, it has been determined that a market feasibility and demand study would assist those efforts significantly to market Kerman and demonstrate market potential and demand for room nights in Kerman.

To that end, staff solicited proposals from hospitality firms and received two responses. Among those, Cushman Wakefield Western had the more targeted approach and regional familiarity having performed a similar study for the City of Sanger in the recent past.

The Professional Services Agreement (PSA) in the amount of \$18,500 is presented as Exhibit ‘A’ to the resolution (Attachment ‘A’). Included in the PSA is the consultant’s scope of work and fee schedule.

Work will begin in January, 2024 and is anticipated to be completed by May of 2024.

ATTACHMENTS:

A. Resolution and Exhibit A, Professional Services Agreement

Attachment 'A'

RESOLUTION NO. 24-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING PROFESSIONAL SERVICES AGREEMENT WITH CUSHMAN WAKEFIELD WESTERN FOR HOTEL FEASIBILITY AND MARKET DEMAND STUDY IN THE AMOUNT OF \$18,500.

WHEREAS, the City of Kerman Economic Development program has identified hotel development as a priority; and

WHEREAS, the City requires market-driven data to support hotel recruitment efforts; and

WHEREAS, Cushman Wakefield Western is experienced and has presented a targeted proposal to conduct a hotel feasibility and market demand study; and

WHEREAS, the City and Consultant have negotiated a Professional Services Agreement in the amount of \$18,500 (Exhibit A) to perform this work; and

WHEREAS, such a study will assist the City in their hotel recruitment and development efforts.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

- Section 1. The above recitals are true and correct and incorporated herein by reference.
- Section 2. The City council approves of and ratifies Exhibit A, the Professional Services Agreement.
- Section 3. Time is of the essence.
- Section 4. This Resolution is effective upon adoption.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 10th day of January 2024 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

PROFESSIONAL SERVICES AGREEMENT

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") for hotel feasibility services is made and entered into this 10th day of January, 2024 (hereinafter, the "Effective Date"), by and between the CITY OF KERMAN, a municipal corporation ("CITY") and Cushman & Wakefield Western, Inc. (together with its designated affiliates, collectively, hereinafter, "CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

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

WHEREAS, CITY has determined that it requires CONSULTANT'S feasibility services for a potential hotel project in the City of Kerman; and

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

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

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

WHEREAS, CONSULTANT submitted a proposal, dated October 10, 2023 which in response to the City's request for qualifications/proposals for a hotel feasibility / market study; and

WHEREAS, this Agreement was approved by the Kerman City Council at its regular meeting on January 10, 2024.

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

I. ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES:

- A. Subject to the terms and conditions set forth in this Agreement, professional standards, and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the

services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services").

- B. CONSULTANT further agrees to furnish to CITY all services necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services.
- C. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- D. Work performed by CONSULTANT under this Agreement shall be limited to the tasks assigned to CONSULTANT pursuant to CITY's discretion and need for on-call, as- needed services.

1.2 TERM:

- A. This Agreement shall have a term commencing on the Effective Date for a period not to exceed 1 year,.
- B. CONSULTANT may ask and CITY may grant an extension based on extenuating circumstances, notwithstanding provisions provided under Section 5 below.
- C. Nothing in this Subsection 1.2 shall operate to prohibit or otherwise restrict CITY's right to terminate this Agreement at any time for convenience or for cause as provided herein.

1.3 COMPENSATION:

- A. Generally, CONSULTANT shall perform all of the various services and tasks that comprise the work in accordance with the hourly compensation schedule included in Exhibit "B."
- B. CONSULTANT's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of Eighteen Thousand Five Hundred Dollars (\$18,500.00), (hereinafter, the "Not-to-Exceed Sum") or provide additional services referenced in Exhibit A unless such added expenditure is first approved by the City Council of CITY. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's

personnel, the invoice shall indicate the number of hours worked in the recently concluded calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II. PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager or Designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Elaine Sahlins, MAI, CRE, Executive Director to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or their designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE: PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection. The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and sub-consultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and

experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

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

- 2.9. CONSULTANT will develop the assignment in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute.
- 3.0 Each Party represents and warrants to the other that it, and all persons and entities owning (directly or indirectly) an ownership interest in it: (a) are not, and will not become, a person or entity with whom a party is prohibited from doing business under regulations of the Office of Foreign Asset Control ("OFAC") of the Department of the Treasury (including, but not limited to, those named on OFAC's Specially Designated and Blocked Persons list) or under any statute, executive order or other governmental action; and (b) are not knowingly engaged in, and will not knowingly engage in, any dealings or transactions or be otherwise associated with such persons or entities described in clause (a) above. Each Party represents and warrants to the other that it (and any party acting on its behalf) has not, in order to enter into this agreement, offered, promised, authorized or made any payments or transfers of anything of value which have the purpose or effect of public or commercial bribery, kickbacks or other unlawful or improper means of doing business ("Prohibited Activity") and will not engage in Prohibited Activity during the term of this Agreement. In the event of any violation of this section, the non-offending party shall be entitled to immediately terminate this Agreement and take such other actions as are permitted or required to be taken under law or in equity.
- 3.1 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition. that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have limits of One Million Dollars (\$1,000,000.00)

per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.

- B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 or equivalent covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have combined single limits of One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
- C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement.

CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have limits of One Million Dollars (\$1,000,000.00) per claim and annual aggregate.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement including the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING (IF MAINTAINED THROUGH THIRD-PARTY INSURERS INSTEAD OF CONSULTANT'S WHOLLY OWNED CAPTIVE INSURANCE COMPANY): All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide (or equivalent rating agency), have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: The commercial general liability and automobile liability policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers as to CONSULTANT'S express obligations under the indemnity provision of this Agreement. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.

- 3.5 WAIVER OF SUBROGATION: The commercial general liability, workers' compensation and automobile liability insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or sub-consultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY. CONSULTANT will not waive its subrogation rights if a loss is caused by CITY'S negligence.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article satisfactory to CITY. The certificates of insurance and blanket endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work.

IV. INDEMNIFICATION; LIMITATION OF LIABILITY

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

immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.

- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.
- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.
- 4.8 By signing this Agreement, the CITY expressly agrees that its sole and exclusive remedy for any and all losses or damages relating to this Agreement or the assignment shall be limited to \$1,000,000. In the event that the CITY, or any other party entitled to do so, makes a claim against CONSULTANT or any of its affiliates or any of their respective officers or employees in connection with or in any way relating to this engagement or the services, the maximum damages recoverable from CONSULTANT or any of its affiliates or their respective officers or employees shall be \$1,000,000 and under no circumstances shall any claim for consequential, indirect, special, punitive or liquidated damages be made.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under

Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.

5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections 5.2.8 and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

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

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this

Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:

- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
- ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
- iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or
- iv. The CITY may exercise any other available and lawful right or remedy. CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.

5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI. MISCELLANEOUS PROVISIONS

6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets,

calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and sub-consultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any sub-consultant or sub-consultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.

- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by CITY. CITY shall grant such consent if disclosure is legally required. Upon written request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. Any obligation to return all CITY data does not extend to automatically generated computer back-up or archival copies generated in the ordinary course of CONSULTANT’s information systems procedures, provided that such copies continue to be subject to the terms hereof. The appraisal and/or work product and that portion of CITY data relied upon in forming the valuation opinion or the work product is required to be retained in an appraiser’s file by the Appraisal Institute’s Standards of Professional Appraisal Practice and the Uniform Standards of Professional Appraisal Practice of The Appraisal Standards Board of The Appraisal Foundation. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.
- 6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

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- 6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:

CITY:

Cushman & Wakefield Western, Inc.
 Attn: Elaine Sahlins, MAI, CRE
 425 Market Street, Suite 2300
 San Francisco, CA 94105
 (415) 773-3531 Tel
 elaine.sahlins@cushwake.com

City of Kerman
 John Jansons, City Manager
 850 S. Madera Ave.
 Kerman, CA 93630

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

- 6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement.
- 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with sub-consultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.
- 6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: CITY reserves the right to employ other contractors in connection with the various projects worked upon by CONSULTANT.
- 6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.
- 6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.
- 6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Fresno County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of

California, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

- 6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.
- 6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.
- 6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.
- 6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.
- 6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.
- 6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.
- 6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.
- 6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this pursuant to Section 6.15, above.
- 6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

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

CITY OF KERMAN

Cushman & Wakefield Western, Inc.

By: _____
John Jansons, City Manager
Date: _____

By:  _____
Name: _Elaine Sahlins, MAI, CRE

Title: _Executive Director

Date: _____1/10/2024

APPROVED AS TO FORM:

Hilda Cantu Montoy
City Attorney

ATTEST:

Josie Camacho
Deputy City Clerk

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

EXHIBIT "A"

SCOPE OF WORK

Intended Use: In connection with the evaluation of potential hotel development in the City

Intended Users: CITY OF KERMAN | ADMINISTRATION (the “Client”).

Phase One – Research and Analysis

1. Cushman & Wakefield will work with representatives of the City of Kerman to review the objectives and logistics of the study. Via phone or in-person, depending upon logistics, the meeting will be used to collect overall thoughts on the potential accommodation landscape for the City as well as the context of the long-term development in the area and details about potential sites.
2. Stakeholder interviews will be conducted. Including representatives of the City and County, these interviews will include designated persons from:
 - o Kerman Unified School District
 - o Panoche Creek Packing
 - o MEC Aerial Work Platform
 - o Up to three other market participants will be identified by the City Manager and interviews will be arranged as available.
3. Relevant data about the overall economics, demand generators, leisure attractions, and lodging trends will be gathered by Cushman & Wakefield from the client, in-house databases, Smith Travel Research (STR), and other sources in order to produce a detailed historical review of lodging inventory that would be competitive/comparable to the proposed lodging for the area, as well as projections with respect to supply growth in the near term. Specifically, we will review/compile the following to the extent available/applicable:
 - 3.1 Past and current STR Reports
 - 3.2 Past, current, and future hotel inventory levels
 - 3.3 Recent applicable market research
 - 3.4 Information on current and future demand generators
 - 3.5 Community growth levels and economic development activity
4. Cushman & Wakefield will identify the potentially comparable/competitive lodging using accepted industry property categories and/or STR chain scale brands for the market.

5. Based on available information for potential sites, locational attributes will be considered. The existing lodging inventory in nearby hotel markets will be evaluated as benchmarks for the potential performance of a hotel in Kerman.
6. Status information for known proposed hotel projects in the area will be analyzed, and for the existing pipeline of hotel projects, the potential (likelihood) of construction, and opening status evaluated. Those projects that are considered likely to be developed will be included in the future supply in the appropriate categories.
7. The consultants will analyze historical and potential occupied room nights, considering segmentation, and evaluating:
 - 7.1 Transient demand growth including commercial and leisure use of hotel rooms
 - 7.2 Group demand growth including group use of hotels and those driven by the convention center
 - 7.3 Induced demand from new inventory development
 - 7.4 Any additional future demand generators and their market impact
8. The consultants will consider the potential improvements for a select-service or limited-service hotel including number of rooms, meeting space, food and beverage venues, parking requirements, and ancillary facilities. Inherent in this analysis is the consideration of quality level and branding. We will develop a particular set of facilities and assumptions that are opined to be viable.
9. The timing for the development of the hotel will be developed considering the market wide supply and demand and development/construction timing.
10. At the conclusion of Phase Two, we will set forth our analyses and recommendations on spreadsheets and review our findings with representatives of the City.
11. Using the data developed in the prior steps, a ten-year forecast of supply and demand will be prepared resulting in annual market wide occupancies. The forecast will consider trends based on expected demand for hotel rooms and absorption of new hotel inventory.
12. Historical average rates for the existing hotel inventory will be analyzed and forecast.
13. The future performance of a potential hotel will be projected using a penetration analysis for the property relative to the market wide supply and demand projections. We will consider the occupancy and average positioning of the proposed hotel based on our understanding of the performance of the individual hotels in the market. A forecast of room revenue through stabilization will be prepared.
14. The forecasts of room revenue will be expended into ten-year projections of revenue using industry standards and/or information from our databases. The expanded forecast

will provide revenue for food and beverage, and other sources resulting in a market supported net income profitability.

15. The determination of feasibility will be based on the comparison of the economic (market value of the proposed hotel improvements) relative to the development costs. To determine the economic value, a 10-year discounted cash flow analysis will be prepared using market valuation parameters (discount and capitalization rates) to convert the forecast of net income into a value. Development costs (capital investment) will be determined from published sources and budgets from comparable hotel projects. Any residual results from the comparison will be evaluated for the potential of entrepreneurial development incentive and the ultimate resulting value to the land. The findings from Phase One will be conveyed on spreadsheets and discussed on a conference call. After the work starts, the findings are anticipated to be completed within three to four weeks.

Phase Two – Feasibility Study Written Report

The research, analysis, and findings will be presented in a concise written document with illustrative charts and graphics. The Hotel Feasibility Study report will summarize the objectives and scope of the assignment. The analysis, conclusions, and recommendations will be presented in chart and narrative bullet form. A draft report will be provided for review prior to submission of a final document. The report is anticipated to be delivered within two to three weeks following the delivery of the Phase One findings

Additional Services:	Additional services including presentations to the City Council and extended phone calls, or additional client meetings will be billed at our hourly rates for 2023/24. The client will confirm the need for additional services by email prior to commencement of this work. Hourly Rates range are \$450.00 for Elaine Sahlins, MAI, CRE and \$90.00 for administrative services. Hourly rates for other Cushman & Wakefield Valuation and Advisory professionals range from \$250.00 to \$600.00. The scope for Phase 1 outlined above includes travel time and expenses for one initial kick off onsite meeting. Any other travel during the assignment will be billed based on our hourly rates. Any additional travel expenses incurred for additional services will also be billed.
Changes to Agreement:	The identity of the Client, Intended User identified herein, or Intended Use identified herein; the date of value; type of value or interest appraised; or property appraised cannot be changed without a new agreement.
Prior Services Disclosure:	USPAP requires disclosure of prior services performed by the individual appraiser within the three years prior to this assignment. The undersigned appraiser has not provided prior services within the designated time frame.

USPAP Compliance:

C&W will develop the assignment in accordance with USPAP and the Code of Ethics and Certification Standards of the Appraisal Institute.

EXHIBIT “B”**FEE SCHEDULE****Fee: \$18,500.**

All invoices are due and payable within 30 days of the invoice date. The Client shall be solely responsible for C&W’s fees and expenses hereunder. Acknowledgement of this obligation is made by the countersignature to this agreement by an authorized representative of the Client.

Additional Expenses: Fee quoted is inclusive of expenses related to the preparation of the report.

Additional services including presentations to the City Council and extended phone calls, or additional client meetings will be billed at our hourly rates for 2023/24. The client will confirm the need for additional services by email prior to commencement of this work.

- Hourly Rates range are \$450.00 for Elaine Sahlins, MAI, CRE
- \$90.00 for administrative services.
- Hourly rates for other Cushman & Wakefield Valuation and Advisory professionals range from \$250.00 to \$600.00.

The scope for Phase 1 outlined above include travel time and expenses for one initial kick off onsite meeting. Any other travel during the assignment will be billed based on our hourly rates. Any additional travel expenses incurred for additional services will also be billed.



STAFF REPORT

MEETING DATE: January 10, 2024

PRESENTER: Hilda Cantu Montoy, City Attorney and John Jansons, City Manager

SUBJECT: Resolution Adopting a Code of Conduct for Members of the City Council and Members of City Boards and Commissions

RECOMMENDATION: Council by motion adopt resolution approving a Code of Conduct for Members of the City Council and Members of City Boards and Commissions.

EXECUTIVE SUMMARY:

The purpose of the proposed Code of Conduct is to:

1. Encourage the highest standards of behavior, going beyond requirements of the law;
2. Promote and maintain public trust and confidence;
3. Provide an ongoing source of guidance to members of the City Council and members of Boards and Commissions in their day-to-day service to the City; and
4. Provide a seamless integration process for new members of the City Council and Boards and Commissions.

Adoption of a Code of Conduct for members of the City Council and members of City Boards and Commissions is an established "Best Practice" in local government and organizations.

Clear and specific guidelines aide in eliminating and reducing ambiguity, misunderstandings, and conflict.

While Kerman has historically experienced positive collegiality, cooperation and collaboration among Council and Board members, unfortunately this is not always the case with other elected and appointed Boards of Directors, Commissions and City Councils.

To avoid any potential ambiguity, misunderstanding or conflict, clear communication is essential and this proposed code is that; a communication tool to clarify roles and responsibilities, set expectations and create norms and rules of decorum for Council, Commission, Board behaviors and staff and public interactions.

The attached Resolution (Attachment A) includes as Exhibit A the proposed Code of Conduct.

The Kerman City Council, its Commissions, Boards and Staff are already operating under an adopted Conflict of Interest Code as required by the Political Reform Act which is designed to ensure and enforce legal, proper and ethical government affairs.

Adoption of the Resolution approving the proposed Code of Conduct will communicate, support and strengthen good government in Kerman.

ATTACHMENTS:

- A. Resolution and Exhibit A, City of Kerman Code of Conduct

Attachment 'A'

RESOLUTION NO. 24-____

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ADOPTING A CODE OF CONDUCT FOR MEMBERS OF THE CITY COUNCIL AND MEMBERS OF CITY BOARDS AND COMMISSIONS

WHEREAS, the residents of the City of Kerman are entitled to have fair, ethical, and accountable local government; and

WHEREAS, the residents of the City of Kerman are entitled to have complete confidence in the integrity of local government; and

WHEREAS, a Code of Conduct serves to increase public confidence in City government, assist with decision-making, and encourage high standards of behavior; and

WHEREAS, a Code of Conduct will represent a commitment to uphold a standard of integrity beyond that required by law; and

WHEREAS, the City Council is interested in establishing a framework for day to day actions and decision-making by members of the City Council and City boards and commissions; and

WHEREAS, integrity of officials of local government is key to effective and fair operation of government; and

WHEREAS, the establishment of an official Code of Conduct will demonstrate the City's commitment to ethics.

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

1. The recitals set forth above are true and correct and are incorporated herein by reference.
2. The City Council hereby adopts the "City of Kerman Conduct of Conduct for the City Council and Members and Appointed Members of City Boards and Commissions" as set forth in Exhibit A and incorporated herein by reference.
3. This resolution is effective upon adoption.

I hereby certify that the foregoing is a full, true and correct copy of a Resolution duly adopted and passed by the City Council for the City of Kerman, California, at a regular meeting held on the 10th day of January, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

CITY OF KERMAN CODE OF CONDUCT
For the City Council and Appointed Members of
City Boards and Commissions
(Adopted by Council Resolution No. _____)

A. Policy Purpose.

The purpose of this Code of Conduct is to:

1. Encourage the highest standards of behavior, going beyond the requirements of the law;
2. Promote and maintain public trust and confidence;
3. Provide an ongoing source of guidance to members of the City Council and members of boards and commissions in their day-to-day service to the City; and
4. Provide a seamless integration process for new members of the City Council.

B. Applicability.

This Code of Conduct applies to the Mayor and City Council Members and to members of City boards, commissions, and committees.

1. The term “Member” as used in this Code of Conduct means any member of the City Council and any member of any Board, Commission, or Committee of the City.
2. The term “City Council” includes the Mayor and Council Members.
3. The Mayor and Council Members are at times referred to collectively as “Council Members” or “Elected Officials.”
4. Members of boards, commissions, and committees are at times referred to as “appointed officials.”

C. Ethical Considerations.

Elected officials and appointed officials shall strive to abide by ethical principles relating to fairness, openness, honesty, and integrity in City government.

1. Acts in the Public Interest.

Members will work for the common good of the residents of the City of Kerman and not for any private or personal interest, and they will assure fair and equal treatment of all persons, transactions, and claims coming before the Council, boards, and commissions.

2. Compliance with the Law.

Members shall comply with Federal, State, and the City laws and City policies in the performance of their public duties. In particular, these laws include but are not limited to:

the United States and California constitutions; the Political Reform Act including regulations adopted by the Fair Political Practices Commission (“FPPC”) pertaining to conflicts of interest, election campaigns, and financial disclosures; employer responsibilities; the Brown Act; the Public Records Act; and City ordinances and policies.

3. Conduct of Members.

- The conduct of members must be above reproach and avoid the appearance of impropriety.
- Members shall refrain from abusive conduct, personal charges or verbal attacks upon the character or motives of other members of the City Council, boards and commissions, the public, and staff.

4. Respect for Process.

Members shall perform their duties in accordance with the processes and rules of order established by the City Council and/or boards and commissions governing the deliberation of issues before them.

5. Conduct of Public Meetings.

- Members shall prepare themselves for public issues, listen courteously and attentively to all public discussions before the body, and focus on the business at hand.
- Members shall refrain from interrupting other speakers and making personal comments not germane to the business of the body or otherwise interfering with the orderly conduct of meetings.

6. Decisions Based on Merit.

Members shall base their decisions on the merits and substance of the matter at hand rather than on unrelated considerations.

7. Communication.

Members shall publicly share substantive information that is relevant to a matter under consideration by the Council or boards and commissions which they may have received from sources outside of the public decision-making process.

8. Form 700.

Every elected official and appointed official required to file a Statement of Economic Interests (Form 700) shall disclose on that form all information required by the Political Reform Act and the applicable conflict of interest code approved by the City Council in its role as the code reviewing body.

9. Conflict of Interest.

- In order to assure their independence and impartiality on behalf of the common good, members shall not use their official positions to influence government decisions in which they have a financial interest as defined by applicable laws.
- In such cases, Members shall recuse themselves.
- Members should consider voluntary recusal where they have an organizational responsibility or personal relationship to the issue under consideration which may give the appearance of a conflict of interest.

As required by the Political Reform Act, members are personally responsible for disclosing conflicts of interest and recusing themselves from participating in the decision-making process and in deliberations where financial conflicts of interest may exist. At meetings, they shall publicly announce any financial interest and leave the room, except that leaving the room is not required on consent agenda items.

10. Gifts and Favors.

Members should refrain from receiving or accepting, directly or indirectly, any gift, favor, or promise of future benefits from anyone doing business with the City under circumstances which might compromise their independence of judgment or action or give the appearance of being compromised.

11. Confidential Information.

- Members shall respect the confidentiality of information concerning real property, personnel, labor negotiations, claims and litigation, and matters authorized to be included in closed session.
- Members shall neither disclose confidential information without proper legal authorization, nor use such information to advance their personal, financial or private interests.
- Members are precluded from using official information not available to the general public for private gain or advantage.

12. Use of Public Resources.

Members shall not use public resources unavailable to the public in general, such as City staff time, equipment, supplies or facilities, for private gain or personal purposes.

13. Representation of Public Interests.

- In keeping with their role as stewards of the public interest, members shall not appear on behalf of the private interests of third parties before the Council or any board, commission or proceeding of the City.
- Members of boards and commissions shall not appear before their own bodies or before the Council on behalf of the private interests of third parties on matters related to the

areas of service of the bodies they represent.

14. Advocacy.

- Members shall represent the official policies or positions of the Council and board or commissions they represent to the best of their ability when designated as delegates for this purpose.
- When presenting their individual opinions and positions, members shall explicitly state they do not represent the City or boards or commissions and they should not allow an inference that they do.

15. Policy Role of Members of the City Council.

- Council Members shall respect and adhere to the Council-Manager form of government.
- The Council appoints a City Manager to implement policy, enforce its laws, to direct the daily operations of city government, and to prepare and monitor the municipal budget. Council Members work through the City Manager in dealing with City staff.
- The City Manager is responsible to the City Council as a body rather than to individual Council Members.

16. Independence of Boards and Commissions.

Because of the value of the independent advice of boards, commissions, and committees to the public decision-making process, members of the City Council shall refrain from using their position to unduly influence the deliberations or outcomes of board, commission, and committee proceedings.

17. Positive Work Place Environment.

Members shall support the maintenance of a positive and constructive work place for City employees and for citizens and businesses dealing with the City. Members shall recognize their special role in dealings with City employees to in no way create the perception of inappropriate direction to staff.

D. Conduct Guidelines.

1. Elected and Appointed Officials' Conduct with one another in Public Meetings.

a. Honor the role of the presiding officer in maintaining order.

- It is the responsibility of the Mayor or Chairperson to keep the comments of Members on track during public meetings.
- If there is disagreement about the agenda or the presiding officer's actions, those objections should be voiced politely and with reason, following procedures outlined in parliamentary procedure.

b. Practice civility and decorum in discussions and debate.

- Difficult questions, tough challenges to a particular point of view, and criticism of ideas and information are legitimate elements of debate by a free democracy in action. However, free debate does not require nor justify public officials making belligerent, personal, impertinent, slanderous, threatening, abusive, or disparaging comments.

c. Avoid personal comments that could offend other members.

- If a member is personally offended by the remarks of another member, the offended member should make notes of the actual words used and call for a “point of personal privilege” that challenges the other member to justify or apologize for the language used.
- The presiding officer will maintain control of this discussion.

d. Demonstrate effective problem-solving approaches.

Members have a public stage and have the responsibility to show how individuals with disparate points of view can find common ground and seek a compromise that benefits the community as a whole.

2. Elected and Appointed Officials’ Conduct with the Public in Public Meetings.

a. Be welcoming to speakers and treat them with care and respect.

While questions of clarification may be asked, the official’s primary role during public testimony is to listen.

b. Be fair and equitable in allocating public hearing time to individual speakers.

The presiding officer will determine and announce limits on speakers at the start of the public hearing process and treat speakers fairly.

c. Maintain an open mind.

Members of the public deserve an opportunity to plea and voice an opinion in order to influence the thinking of elected and appointed officials. Elected and appointed officials may consider some, all, or none of an opinion, necessary to render a determination on a matter.

d. Ask for clarification but avoid debate and argument with the public.

Only the presiding officer may interrupt a speaker during a presentation. However, a Member may ask the presiding officer for a point of order if the speaker is off the topic

or exhibiting behavior or language the Member finds disturbing.

3. Elected and Appointed Officials' Conduct with City Staff.

a. Treat all staff as professionals.

Clear, honest communication that respects the abilities, experience, and dignity of everyone is expected. Professional courtesy should be extended towards staff at all times.

b. Do not disrupt City staff from their jobs.

Elected and appointed officials should not disrupt City staff while they are in meetings, on the phone, or engrossed in performing their job functions in order to have their individual needs met.

c. Do not publicly criticize an individual employee.

Elected and appointed officials should not express concerns about the performance of a City employee in public, to the employee directly, or to the employee's colleagues. Comments about staff performance should only be made to the City Manager through private correspondence or conversation.

d. Do not get involved in administrative functions.

Elected and appointed officials acting in their individual capacity shall not attempt to influence City staff on the making of appointments, awarding of contracts, selecting of consultants, processing of development applications, granting of City licenses and permits, or other administrative function.

e. Do not solicit political support from staff.

Elected and appointed officials should not solicit any type of political support (financial contributions, display of posters or lawn signs, name on support list, etc.) from City staff. City staff may, as private citizens with constitutional rights, support political candidates but all such activities must be done away from the workplace.

f. No Attorney-Client Relationship.

Members shall not have a personal attorney-client relationship with the City Attorney, including their staff, including attorneys contracted to work on behalf of the City. The City Attorney represents the City and not individual members.

4. Elected Officials Conduct with Boards, Commissions, and Committees.

a. If attending a Board or commission meeting, be careful to only express personal

opinions.

Council Members may attend any Board or Commission meeting, which are open to any member of the public. However, they should be sensitive to the way their participation could be viewed as unfairly affecting the process. Public comments by a Council Member at a Board or Commission meeting should be clearly made as individual opinion and not a representation of the feelings of the Council. Public comments by a Council Member at a Board or Commission adjudicatory hearing may not be made and may prohibit the Council Member from participating at City Council hearing on the same matter.

b. Limit contact with Board and Commission members to questions of clarification.

It is inappropriate for a Council Member to contact a Board or Commission member to lobby on behalf of an individual, business, or developer, and vice versa. It is acceptable for Council Members to contact Board, Commission, or Committee members in order to clarify a position taken by that body.

c. Respect that Boards and Commissions serve the community, not individual Council Members.

The Council approves appoint of individuals to serve on Boards, Commissions, and Committees and it is those bodies' responsibility to follow policy established by the Council. Appointment and re-appointment to a Board or Commission should be based on such criteria as expertise, ability to work with staff and the public, and commitment to fulfilling official duties. A Board, Commission, or Committee appointment should not be used as a political reward.

d. Be respectful of diverse opinions.

A primary role of Boards, Commissions, and Committees is to represent many points of view in the community and to provide the Council with advice based on a full spectrum of concerns and perspectives. Council Members may have a closer working relationship with some individuals serving on Boards, Commissions, and Committees but must be fair and respectful of all persons serving on Boards and Commissions.

e. Keep political support away from public forums.

Board, Commission, and Committee members may offer political support to a Member of the Council, but not in a public forum while conducting official duties. Conversely, the Mayor and Council Members may support Board and Commission members who are running for office, but not while conducting official duties in their capacity as the Mayor or Council Member.

5. Elected and Appointed Officials' Conduct on Social Media.

Members shall honor the conduct guidelines in this Section D and the Ethical Considerations in Section C of this Code of Conduct when posting on Social Media. Council Members will be cognizant of the Brown Act which prohibits a member from responding directly to any communication on an internet-based social media platform regarding a matter that is within the subject matter jurisdiction of the City Council that is made, posted, or shared by any other member of the legislative body. Members of boards, commissions, and committees are also subject to this limitation on matters within the jurisdiction of their respective board, commission, and committee.

E. Implementation.

1. Compliance and Enforcement.

- The City of Kerman Code of Conduct expresses standards of ethical conduct expected for members of the Kerman City Council, boards, and commissions.
- Members themselves have the primary responsibility to assure that ethical standards are understood and met, and that the public can continue to have full confidence in the integrity of government.
- The chairs of board and commissions and the Mayor and Council have the additional responsibility to intervene when actions of members that appear to be in violation of the Code of Conduct are brought to their attention.
- The Code of Conduct is an expression of the standards of conduct for members expected by the City. It, therefore, becomes most effective when members are thoroughly familiar with it and embrace its provisions.
- Ethical standards shall be included in orientations for newly elected officials and appointed officials.
- Members shall take AB 1234 within 60 days of taking office.
- Members entering office shall sign a statement affirming they have read and understand the City of Kerman Code of Conduct.

2. Distribution and Posting.

This Code of Conduct shall be distributed to and signed by all elected and appointed officials;; posted and made available to members of the public by the City Clerk's Office.

3. Sanctions.

The Council may impose sanctions on members who intentionally and repeatedly do not comply with the City's Code of Conduct. For elected officials, this may include reprimand or censure. For appointed officials, sanctions may include but are not limited to reprimand, formal censure, or removal from the Commission, Board, or Committee. A violation of this Code of Conduct shall not be considered as a basis for challenging the validity of a Council, board, commission, or committee decision.

I affirm that I have read and understood the City of Kerman Code of Conduct for the City Council and Appointed Officials.

Signature

Date

Name



STAFF REPORT

MEETING DATE: January 10, 2024

PRESENTER: John Jansons, City Manager

SUBJECT: Consideration of Future Presentation(s) and Council position on Measure E

RECOMMENDATION: Council provide direction if they wish to schedule and hear a presentation from Measure E proponents and/or opponents on the proposed County-wide sales tax increase of ¼ cent to fund California State University Fresno improvements and programs and/or take a position as a Council or as individuals on Measure E.

DISCUSSION:

Mayor Pacheco requested City Council consideration of Measure E and on December 13, 2023, the Council agreed to take up this matter. Further direction from the City Council is requested if Council wishes to schedule and hear a presentation(s) by Measure E proponents and from opponents on the proposed County-wide sales tax increase of ¼ cent to fund California State University - Fresno improvements and programs, and/or take a position as a Council or as individuals on Measure E.

Measure E is a proposed 0.25% sales tax levied on all taxable purchases in Fresno County that will provide approximately \$63,000,000 annually for 25 years. As stated by the proponents, these funds will be spent on deferred maintenance of critical health and safety facilities, building new state-of-the art classrooms and labs for nursing, engineering, criminology, agriculture, water and other disciplines, an endowment for scholarships to deserving local students and veterans, another endowment to provide sustainable funding for annual maintenance, affordable student housing, athletic facilities and parking among stated priorities.

Opponents may argue that a Countywide, general sales tax surcharge is a regressive tax affecting lower income residents disproportionately, is not the appropriate way to fund State of California college facilities. Alternatively, a statewide bond or tax measure or State Budget appropriation may be considered as the appropriate way to fund State facilities and programs.

After the proposed measure qualified, on October 24, 2023, the Fresno County Board of Supervisors voted to place Measure E on the November 5, 2024 General Election Ballot.

Staff seeks direction as to whether City Council would like to have a presentation(s) at a future City Council meeting by the Measure E proponents and in fairness, and to educate the City Council and Kerman voters, those opposed to Measure E, if available. If directed by Council, staff will identify opportunities and respective dates to hear such presentations.

ALTERNATIVES:

1. Schedule presentations by proponents and / or opponents of Measure E.
2. City Council take a majority position or as individuals on Measure E.

ATTACHMENTS:

- A. Full Text of “Measure E” and Description of Measure E – by “Yes on Measure E Committee”,
<https://yesonmeasuree.com>

Fresno County Transactions and Use Tax: *Fresno State Improvement Zone Measure*

Full Text of Measure

AN ORDINANCE OF THE COUNTY OF FRESNO ADDING A NEW CHAPTER 4.60 TO TITLE 4 (REVENUE AND FINANCE) OF THE FRESNO COUNTY ORDINANCE CODE IMPOSING A ONE-QUARTER PERCENT (0.25%) TRANSACTIONS AND USE TAX: FRESNO STATE IMPROVEMENT ZONE ORDINANCE TO BE ADMINISTERED BY THE CALIFORNIA DEPARTMENT OF TAX AND FEE ADMINISTRATION

THE VOTERS OF THE COUNTY OF FRESNO ORDAIN AS FOLLOWS:

SECTION 1. This ordinance relates to the levying and collecting of the County transactions and use tax, and shall be posted in accordance with the provisions of the Fresno County Ordinance Code and shall take effect immediately following voter approval.

SECTION 2. Chapter 4.60 Transaction and Use Tax Ordinance: Fresno State Improvement Zone Ordinance is hereby added to Title 4 (Revenue and Finance) of the Fresno County Ordinance Code to read as follows:

CHAPTER 4.60 – TRANSACTIONS AND USE TAX: FRESNO STATE IMPROVEMENT ZONE ORDINANCE

- 4.60.010. – Title.
- 4.60.020. – Operative Date.
- 4.60.030. – Purpose.
- 4.60.040. – Contract with State.
- 4.60.050. – Transactions Tax Rate.
- 4.60.060. – Place of Sale.
- 4.60.070. – Use Tax Rate.
- 4.60.080. – Adoption of Provisions of State Law.
- 4.60.090. – Limitations on Adoption of State Law and Collection of Use Taxes.
- 4.60.100. – Permit Not Required.
- 4.60.110. – Exemptions and Exclusions.
- 4.60.120. – Amendments.
- 4.60.130. – Enjoining Collection Forbidden.
- 4.60.140. – Severability.
- 4.60.150. – Effective Date.
- 4.60.160. – Use of Sales Tax Proceeds.
- 4.60.170. – Accountability – Citizens’ Oversight Committee.
- 4.60.180. – Termination Date.

4.60.010. – Title.

This chapter shall be known as the Fresno County Transactions and Use Tax: Fresno State Improvement Zone Ordinance. The County of Fresno hereinafter shall be called “County.”

4.60.020. – Operative Date.

“Operative Date” means the first day of the first calendar quarter commencing more than 110 days after the adoption of this chapter, the date of such adoption being as set forth below.

4.60.030. – Purpose.

This chapter is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

- (1) To impose a retail transactions and use tax in accordance with the provisions of Revenue and Taxation Code, Division 2, Part 1.6 (commencing with Section 7251) and section 7285.5 of Part 1.7 of Division 2, which authorizes the County to adopt this ordinance which will be operative if a majority of the electors voting on the measure vote to approve the imposition of tax at an election called for that purpose, or if the Fresno County Board of Supervisors adopts this ordinance prior to an election pursuant to California Elections Code section 9118, subdivision (a).

- (2) To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions of this ordinance are not inconsistent with the requirements and limitations contained in Revenue and Taxation Code, Division 2, Part 1.6.
- (3) To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefor that can be administered and collected by the California Department of Tax and Fee Administration in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the California Department of Tax and Fee Administration in administering and collecting the California State Sales and Use Taxes.
- (4) To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Revenue and Taxation Code, Division 2, Part 1.6, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this chapter.

4.60.040. – Contract with State.

Prior to the Operative Date, the County shall contract with the California Department of Tax and Fee Administration to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the County shall not have contracted with the California Department of Tax and Fee Administration prior to the Operative Date, it shall nevertheless so contract and in such a case the Operative Date shall be the first day of the first calendar quarter following execution of such a contract.

4.60.050. – Transactions Tax Rate.

For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the County at the rate of 0.25% of the gross receipts, or 0.25 cents for an item that costs one dollar, of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the Operative Date of this chapter. Such tax shall be in addition to any other transactions tax imposed by this Code or applicable state law.

The transactions and use tax would not be collected in certain jurisdictions of the county when collection of the tax in those areas would cause the combined rate of transactions and use taxes to exceed the maximum rate limit set by the State of California in Section 7251.1 of the Revenue and Taxation Code.

When contracting with the California Department of Tax and Fee Administration (CDTFA) to administer the tax imposed by this ordinance, it shall be the County's intent, and any agreement shall ensure, that the combined rate limit specified in Revenue and Taxation Code section 7251.1 is not exceeded in any district within the County that has imposed a transactions and use tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code in effect on or before the effective date of this ordinance. The agreement shall include that appropriate steps are taken by CDTFA to ensure that the County tax imposed by this ordinance, when aggregated with all other transactions and use taxes imposed pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code within that district, will 1) not cause the rate of the transactions and use tax within the district to exceed the combined rate limit; 2) not cause any person subject to the tax imposed by this ordinance to pay more than the legally permissible combined rate; and 3) have no impact on the revenue received by each district within the County as the result of any transactions and use tax imposed by the district on or prior to the effective date of this ordinance.

4.60.060. – Place of Sale.

For purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts of such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the state or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the California Department Tax and Fee Administration.

4.60.070. – Use Tax Rate.

An excise tax is hereby imposed on the storage, use or other consumption in the County of tangible personal property purchased from any retailer on and after the Operative Date of this chapter for storage, use or other consumption in said territory at the rate of 0.25% of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made. Such tax shall be in addition to any other transactions tax imposed by this Code or applicable state law.

4.60.080. – Adoption of Provisions of State Law.

Except as otherwise provided in this chapter and except insofar as they are inconsistent with the provisions of Revenue and Taxation Code, Division 2, Part 1.6, all of the provisions of Revenue and Taxation Code, Division 2, Part 1 (commencing with Section 6001) are adopted and made a part of this chapter as though fully set forth herein.

4.60.090. – Limitations on Adoption of State Law and Collection of Use Taxes.

In adopting the provisions of Revenue and Taxation Code, Division 2, Part 1:

- (1) Wherever the State of California is named or referred to as the taxing agency, the name of this County shall be substituted therefor. However, the substitution shall not be made when:
 - a. The word "State" is used as a part of the title of the State Controller, State Treasurer, State Board of Control, California Department of Tax and Fee Administration, State Treasury, or the Constitution of the State of California;
 - b. The result of that substitution would require action to be taken by or against this County or any agency, officer, or employee thereof rather than by or against the California Department of Tax and Fee Administration, in performing the functions incident to the administration or operation of this chapter.
 - c. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:
 - i. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the state under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;
 - ii. Impose this tax with respect to certain sales, storage or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.
 - d. In Revenue and Taxation Code §§ 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828.
- (2) The word "County" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Revenue and Taxation Code Section 6203 and in the definition of that phrase in Section 6203.

4.60.100. – Permit Not Required.

If a seller's permit has been issued to a retailer under Revenue and Taxation Code Section 6067, an additional transactor's permit shall not be required by this chapter.

4.60.110. – Exemptions and Exclusions.

- (1) There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.
- (2) There are exempted from the computation of the amount of transactions tax the gross receipts from:
 - a. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.
 - b. Sales of property to be used outside the County, which is shipped to a point outside the County, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the County shall be satisfied:
 - i. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Vehicle Code, Division 3, Chapter 1 (commencing with Section 4000); aircraft licensed in compliance with Public Utilities Code Section 21411; and undocumented vessels registered under Vehicle Code, Division 3.5 (commencing with Section 9840) by registration to an out-of-County address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and
 - ii. With respect to commercial vehicles, by registration to a place of business out-of-County and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.
 - c. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this article.
 - d. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the Operative Date of this article.
 - e. For the purposes of subparagraphs (c) and (d) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
- (3) There are exempted from the use tax imposed by this chapter, the storage, use or other consumption in this County of tangible personal property:
 - a. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.
 - b. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Revenue and Taxation Code Sections 6366 and 6366.1.
 - c. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the Operative Date of this chapter.

- d. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the Operative Date of this chapter.
 - e. For the purposes of subparagraphs (c) and (d) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.
 - f. Except as provided in subparagraph (g), a retailer engaged in business in the County shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the County or participates within the County in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the County or through any representative, agent, canvasser, solicitor, subsidiary, or person in the County under the authority of the retailer.
 - g. "A retailer engaged in business in the County" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Vehicle Code, Division 3, Chapter 1 (commencing with Section 4000); aircraft licensed in compliance with Public Utilities Code Section 21411; or undocumented vessels registered under Vehicle Code, Division 3.5 (commencing with Section 9840). That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the County.
- (4) Any person subject to use tax under this chapter may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Revenue and Taxation Code, Division 2, Part 1.6 with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

4.60.120. – Amendments.

All amendments subsequent to the effective date of this article to Revenue and Taxation Code, Division 2, Part 1 relating to sales and use taxes and which are not inconsistent with Revenue and Taxation Code, Division 2, Parts 1.6 and 1.7, and all amendments to Parts 1.6 and 1.7, shall automatically become a part of this article, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this chapter.

4.60.130. – Enjoining Collection Forbidden.

No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the County, or against any officer of the State or the County, to prevent or enjoin the collection under this chapter, or Revenue and Taxation Code, Division 2, Part 1.6, of any tax or any amount of tax required to be collected.

4.60.140. – Severability.

If any provision of this article or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

4.60.150. – Effective Date.

This ordinance relates to the levying and collecting of the County transactions and use tax, and shall be posted in accordance with the provisions of the Fresno County Ordinance Code and shall take effect immediately following voter approval.

4.60.160. – Use of Tax Proceeds.

- (1) The Fresno State Improvement Zone Ordinance will provide a secure, local revenue stream to the County that shall be used entirely for expanding access in nursing, agriculture, criminology, science, engineering and other fields; repairing and upgrading deteriorating classrooms and laboratories, and fire, life safety and security systems; providing safe drinking water; removing asbestos, lead paint and mold, providing scholarships for deserving local students and veterans; and other uses necessary for Fresno State to help our students and community reach their full potential. All proceeds of the tax levied and imposed hereunder shall be accounted for and paid into a Fresno State Improvement Zone trust fund or account administered by the Citizens' Oversight Committee and designated for use by Fresno State, with the approval of the Citizens' Oversight Committee, for such specified purposes.
- (2) The Fresno State Improvement Zone shall be bounded by a two-mile radius around the campus's physical boundaries and similar boundaries around any additional locations within Fresno County that may be owned or leased by California State University during the time this ordinance is effective. Projects funded by this ordinance that are within the Fresno State Improvement Zone but not on Fresno State property must be in furtherance of any required off-site mitigation.
- (3) Except as otherwise provided in this ordinance, proceeds of the tax levied and imposed hereunder shall be used for the design, construction, renovation or modernization of facilities owned or operated by the California State University ("CSU") Board of Trustees, and the construction, renovation or modernization of infrastructure, improvements and facilities within the Fresno State Improvement Zone. This shall include the furnishing and equipping of University facilities and acquisition or lease of real property for use by the University.

- (4) Proceeds of the tax levied and imposed hereunder will be expended to modernize, replace, renovate, construct, equip, furnish, and otherwise improve facilities within and around the campus of California State University, Fresno ("Fresno State"). The proposed projects will include all related and incidental costs, including costs of architectural and engineering design, and other professional services, site preparation, utilities, landscaping, and other project related costs include plan check and permitting costs, and construction management. Such tax revenues may also be expended to acquire real property for future facilities and to acquire and install furniture, fixtures, and equipment therein.
- (5) It is the intent of the voters that there shall be created two endowments of approximately \$50 million each. One endowment shall be used for funding scholarships for local, low-income students including veterans enrolled in and attending Fresno State. The other endowment shall be used for funding deferred maintenance and other campus program support identified herein. It is the further intent of the voters that the corpus to establish these endowments be preserved and not spent during the 25-year pendency of the measure, and that the interest accrued in the respective endowments shall be transferred to Fresno State annually for funding the two uses prescribed herein, estimated to be between \$5 million and \$10 million a year. Upon the sunseting of this ordinance, and unless renewed by a subsequent measure, any remaining endowment funds shall be provided to Fresno State for use in furtherance of the purposes of this ordinance.
- (6) On an annual basis, up to 1% of the proceeds of the tax deposited in the Fund shall be appropriated to the County for the costs of administering the provisions of this Chapter, including County staffing or staffing retained by the Citizens' Oversight Committee and other related administrative costs.
- (7) Projects approved under this ordinance are expected to be constructed in accordance with CSU policies and procedures for Major Capital Outlay projects, which policies allow for various construction delivery methods including design, bid, build, design/build, and CM Risk. Each delivery method has specific CSU procurement requirements to ensure a fair and equitable, transparent and competitive process. Projects under this ordinance shall comply, as necessary, with all applicable building standards including the Americans with Disabilities Act (ADA).

4.60.170. – Accountability – Citizens' Oversight Committee.

- (1) Purpose. The purpose of the Citizens' Oversight Committee is to ensure the revenue raised through the ordinance is used for the purposes specified herein, and allow citizen participation, input from Fresno State and California State University, open discussion, and accountability regarding the use of the revenue generated under the ordinance.
- (2) Establishment. A Citizens' Oversight Committee ("Committee") is hereby established to oversee revenues received by the County from the transactions and use taxes imposed pursuant to this ordinance, to ensure that tax revenues are used by the County and California State University in a manner consistent with the voter approved measure adopting this ordinance, and to provide transparency to the public regarding the use of such tax revenues.
- (3) Appointment and Composition of Committee Members.
 - a. The Citizens' Oversight Committee shall consist of seven (7) members who shall be appointed as follows:
 - i. The Fresno County Board of Supervisors: Five (5) appointments.
 - ii. California State University, Office of the Chancellor (or designee thereof): One (1) appointment.
 - iii. Fresno State, Office of the University President (or designee thereof): One (1) appointment.
 - b. Upon their appointment and during their incumbency, members of the Committee shall be and remain residents of the County. The Committee members shall not be current County employees, officials, contractors or vendors of the County. This Ordinance does not preclude past employees, officials or vendors of the County from serving on the Committee.
 - c. Candidates for Committee membership shall be solicited through an open application process that is promoted through a broad-based recruitment process. Any resident of the County of voting age is eligible to apply for Committee membership, subject to the appointment categories specified herein. All applications will be reviewed by the Board of Supervisors, who will collectively have the authority to make all final decisions on committee membership.
- (4) Terms of Service; Vacancies.
 - a. Members of the Committee shall be appointed for terms of five (5) years. No committee member shall serve more than three (3) consecutive terms.
 - b. Committee members whose terms expire shall continue to serve until their successor is appointed and qualified. If a vacancy occurs other than by expiration of a term, it shall be filled by appointment for the unexpired portion of the term.
 - c. Should a member of the Committee fail to attend two (2) consecutive regular meetings, unless excused for cause by the chairperson, that member's service shall be deemed vacant and the member's term ended. The Committee secretary shall immediately notify the Board of Supervisors of such termination.
 - d. Committee members appointed by the Board of Supervisors may be removed for good cause established, and thereafter by a majority vote of the Board of Supervisors. Committee members appointed by the California State University, Office of the Chancellor and Fresno State, Office of the University President may be removed for good cause established by their appointing authority.
 - e. All Committee members' terms will end when the Fresno State Improvement Zone Ordinance terminates pursuant to 4.60.180.
- (5) Meetings; Officers; Rules of Procedure; Quorum.
 - a. The Committee may adopt rules and regulations to govern proceedings and shall set a time for regular meetings which shall be held at least quarterly.

- b. The Committee shall elect a chairperson, vice-chairperson and secretary. Their respective duties shall be as are usually carried out by such officers. In the chairperson, vice-chairperson or secretary's absence or disability, the Committee may designate a chairperson, vice-chairperson or secretary *pro tempore*. Officers shall hold office for one year and until their successors are elected.
- c. A majority of the committee shall constitute a quorum for the transaction of business.
- d. Committee meetings are subject to all open-meeting laws, and must be noticed and open to the public. Committee minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.
- e. Orientation and training is mandatory for all new committee members. Each committee member shall attend such orientation and training prior to their first regular committee meeting.
- f. Members of and staff to the Citizens' Oversight Committee shall comply with Government Code section 1090 (governing conflicts of interest in contracting), the Political Reform Act (Government Code sections 81000-91014), and common law conflicts of interest doctrines.

(6) Powers and Duties.

- a. The Citizens' Oversight Committee by majority vote shall have the power to direct the use of the revenues collected pursuant to this ordinance. The Citizens' Oversight Committee shall provide an audit report on the use of that revenue to the Board of Supervisors at least annually, no later than ninety (90) days following the conclusion of each fiscal year. The Committee shall confine its oversight specifically to revenues generated under this ordinance.
- b. The County Administrative Officer or his or her designee shall provide any reasonable administrative or technical assistance required by the Committee to fulfill its responsibilities or publicize its findings.
- c. The Citizens' Oversight Committee is empowered to retain staff and set the compensation amounts of any staff retained, which amounts shall be paid pursuant to (8)(b) herein.
- d. The Citizens' Oversight Committee is empowered to recommend reasonable requirements for bidders to hire and employ locally-based workers for projects approved under this ordinance.

(7) Compensation

- a. Members of the Citizens' Oversight Committee, at their discretion, and unless precluded by law, shall be entitled to receive a per diem or monthly stipend in an amount set by majority vote of the Committee at a publicly noticed meeting. In no case may the total per diem or stipend exceed the established compensation of the Fresno County Senior Board Member Assistant to the Board of Supervisors, or an equivalent position within County employment.

(8) Funding.

- a. The County shall establish a Fresno State Improvement Zone account into which funds raised from the measure are placed.
- b. The Citizens' Oversight Committee shall authorize all expenditures, payments, repayments, and pay all costs, including administrative costs, in furtherance of the provisions of this Chapter from the Fresno State Improvement Zone account.
- c. The Citizens' Oversight Committee shall allocate and transfer to Fresno State funding for an entire project cost (design and construction and FF&E) provided such funds are available for the proposed project(s) consistent with the purposes set forth herein, and the Committee determines by majority vote that such funding is the best course of action for the project to accomplish the purposes of this ordinance. Fresno State campus personnel, at their discretion, may request project funding be allocated in phases, where appropriate, to correspond with various stages of a planned project. Upon agreement with the Citizens Oversight Committee, funds allocated and transferred for a specific project that remain unused as of the completion of the project shall be retained by Fresno State and shall be used for any purpose consistent with the purposes of this ordinance. In any year in which funds are allocated pursuant to this ordinance, Fresno State shall prepare and submit an annual report to the Citizens' Oversight Committee reporting on Fresno State's use of the funds allocated, including how said funds were expended, and whether Fresno State has met cost estimates presented to the Citizens' Oversight Committee.
- d. Once project funding is approved by the Citizens' Oversight Committee and allocated to the Fresno State campus, campus personnel will implement the project(s) according to California State University policy and Education Code 66606 for any projects built on CSU-owned land.

4.60.180. – Termination Date.

The authority to levy the tax imposed by this chapter shall expire on the twenty-fifth (25) anniversary of the Operative Date. Nothing contained in this ordinance shall prevent the reenactment of the same or similar ordinance under the laws then existing at the time of reenactment.

SECTION 3. If any section, subsection, sentence, clause, or phrase of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portion of this ordinance. The voters hereby declare that they would have passed this ordinance and every section, subsection, sentence, clause or phrase thereof, irrespective of the fact any one or more sections, subsections, sentences, clauses or phrases be declared unconstitutional.



YES ON E
**More nurses...
 for a brighter future**

Measure E Reduc Project List

Section 7, Item E.

as of April 13, 2023

1.	Campuswide Critical Facilities Renewal	
A.	Fire Alarm Replacement (Years 1-5)	\$38,400,000
B.	HVAC Replacement (Years 1-5)	\$30,000,000
C.	Elevator Replacement (Years 1-5)	\$13,500,000
D.	Electrical Renewal (Years 1-5)	\$40,000,000
E.	Plumbing Renewal (Years 1-5)	\$20,000,000
F.	Exterior Building Systems Replacement (Years 1-5)	\$21,500,000
G.	Deferred Maintenance (Years 6-25)	\$140,000,000
	Total Critical Facilities Renewal	\$313,400,000
2.	Campuswide Capital and Infrastructure Improvements	
A.	ADA Upgrades (Years 1-5)	\$7,500,000
B.	Health and Safety Upgrades (Years 1-5)	\$12,000,000
C.	Telecommunications Infrastructure Upgrades (Years 1-5)	\$7,500,000
D.	Capital and Infrastructure Improvements (Years 6-25)	\$20,000,000
	Total Capital and Infrastructure Improvements	\$47,000,000
3.	Academic Projects	
A.	Concert Hall (1,200 Seats)	\$45,000,000
B.	Grosse Industrial Tech Modernization / Lab School	\$35,000,000
C.	Lyles College of Engineering Expansion	\$60,000,000
D.	New School of Nursing Building	\$60,000,000
E.	Farm Laboratory Modernization	\$48,750,000
F.	John Wright Theater Renovation	\$35,000,000
G.	Ag Innovation Center / Water Institute	\$40,000,000
H.	Social Sciences / Criminology Expansion	\$50,000,000
I.	Future Academic Expansions	\$60,000,000
	Total Academic Projects	\$433,750,000
4.	Student Housing and Parking	
A.	Affordable Student Housing Phase 2	\$60,000,000
B.	Affordable Student Housing Phase 3	\$60,000,000
C.	Parking Lot Repairs/Solar Canopies	\$20,000,000
D.	Parking Structure	\$20,000,000
	Total Student Housing and Parking	\$160,000,000
5.	Endowments	
A.	Scholarships (Capital to stay intact for the life of the measure)	\$50,000,000
B.	Maintenance (Capital to stay intact for the life of the measure)	\$50,000,000
C.	Matching Funds for Future Capital Campaigns	\$50,000,000
	Total Endowments	\$150,000,000
6.	Athletic Projects	
A.	Stadium Modernization Phase 1	\$10,000,000
B.	Stadium Modernization Phase 2	\$150,000,000
C.	Duncan Athletic Center Facility Modernization	\$47,000,000
D.	Ricchiuti Center for Academic Excellence Upgrades	\$5,000,000
E.	Beiden Field Locker Room & Video Board	\$4,000,000
F.	Margie Wright Women's Softball Stadium Scoreboard & FL Padding	\$4,000,000
G.	Track/Soccer Stadium Locker Room & Scoreboard	\$3,500,000
H.	Tennis Stadium Additional Seating & Scoreboard	\$1,500,000
I.	SMC Women's & Men's Basketball and Volleyball Upgrades	\$15,000,000
	Total Athletic Projects	\$240,000,000
7.	Contingency for Future Projects, Administrative & Bond Costs	\$244,334,163
8.	Current Total of All Projects	\$1,578,484,163