



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, July 10, 2024 at 6:00 PM

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

LEVINE ACT DISCLOSURE. Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Council Members are also required to make such disclosures and recuse themselves.

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

1. OPENING CEREMONIES

A. Call to Order

B. Roll Call

C. Invocation

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.

D. Flag Salute

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

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

3. PRESENTATIONS/CEREMONIAL MATTERS

A. Certificate Presentation: Allison Lemm & Andrew Molloy

B. Recognition of Officer Gempis

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

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

5. CONSENT CALENDAR

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

A. SUBJECT: Minutes - June 26, 2024

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Warrants (JA)

1. Nos. 29589-29690 \$736,770.70 ACH \$108,907.64.

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

C. SUBJECT: Payroll (JA)

06/09/2024 to 06/22/2024: \$206,481.98; Retro Pay & Other: \$2,290.07; Overtime: \$13,391.54; Standby: \$1,916.68; Comp Time Earned: 60

RECOMMENDATION: Council approve payroll as presented.

D. SUBJECT: Adopt Resolution Authorizing City Manager to Sign and File a Financial Assistance Application to the State Water Resources Control Board Drinking Water State Revolving Fund for the Water Quality Improvement Project (MB)

RECOMMENDATION: Council by motion adopt resolution authorizing the City Manager to sign and file a Financial Assistance Application to the State Water Resources Control Board (SWRCB) Drinking Water State Revolving Fund (DWSRF) for the Water Quality Improvement Project.

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

RECOMMENDATION: Council by motion adopt resolution of intention to levy and collect the annual assessments for Landscape and Lighting District No. 1 and set the date for the required public hearing for July 24, 2024.

6. PUBLIC HEARINGS

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

- A. **SUBJECT:** Consideration of a Code Text Amendment application to amend Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences (MC)

RECOMMENDATION: City Council conduct a public hearing, waive full reading, and introduce a Code Text Amendment application (OTA 2024-03) amending Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences.

7. DEPARTMENT REPORTS

- A. **SUBJECT:** Resolution Approving Cellular Tower Lease with T-Mobile West LLC, a Delaware limited liability company, for property located at 15061 West “C” Street, Kerman, also known as Assessor’s Parcel Numbers 023-204-14SU and 023-204-16SU (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving Cellular Tower Lease with T-Mobile West LLC, a Delaware limited liability company, for property located at 15061 West “C” Street, Kerman California also known as Assessor’s Parcel Numbers 023-204-14SU and 023-204-16SU.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

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

10. CLOSED SESSION

- A. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organization: Kerman Miscellaneous Employees Association
- B. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organization: Kerman Peace Officers Association
- C. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9)
Eric Antuna, Appellant v. City of Kerman, Respondent
Court of Appeal, Fifth Appellate District Case No. F086661

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) 846-9450. 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) 846-9450 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, Dalia Santana Zamudio, Deputy 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: July 5, 2024 /s/ Dalia Santana Zamudio, Deputy Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, June 26, 2024 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Call to Order - **6:03 p.m.**
- B. Roll Call - **All present except Councilmember Herrera.**
- C. Invocation - **Performed by Mayor Pacheco.**
- D. Flag Salute – **Performed.**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion to add item 7.B Resolution Initiating Proceedings for the Annual Levy of Assessments for Landscape and Lighting District No. 1 to the agenda by Councilmember Yep, Seconded by Councilmember Nijjer.

Ayes: Yep, Nijjer, Coleman, Pacheco

Noes: None

Abstain: None

Absent: Herrera

Motion passes 4-0-0-1

Motion to approve agenda by Councilmember Nijjer, Seconded by Councilmember Coleman.

Ayes: Nijjer, Coleman, Yep, Pacheco

Noes: None

Abstain: None

Absent: Herrera

Motion passes 4-0-0-1

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. July is Park and Recreation Month (TJ) – **Presented.**
- B. Kiana Crisosto Proclamation (JAJ) – **Presented.**
- C. Jazmine Badhesha Proclamation (JAJ) – **Presented.**

Recess at 6:23 p.m.

Reconvene at 6:27 p.m.

4. PUBLIC FORUM *(for matters not on agenda)* – **None.**

5. CONSENT CALENDAR

A. SUBJECT: Minutes - June 12, 2024

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Warrants (JA)

1. Nos. 29462-29588 \$727,422.86 ACH \$136,120.34.

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

C. SUBJECT: Payroll (JA)

05/12/24 - 05/25/24: \$198,430.36; Retro Pay & Other: \$209.69; Overtime: \$10,601.42;
Standby: \$1,949.53; Comp Time Earned: 41.63

05/26/24 - 06/08/24: \$199,017.20; Retro Pay & Other: \$1,436.22; Overtime: \$11,378.50;
Holi1/2: \$1,613.34 Standby: \$1,662.43; Comp Time Earned: 40.50

RECOMMENDATION: Council approve payroll as presented.

D. SUBJECT: Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. SUBJECT: Amending 2023/2024 Miscellaneous, Public Safety and Management Salary Schedules (JA)

RECOMMENDATION: Council by motion adopt resolution approving the 2024/2025 Salary Schedules for Employees in Miscellaneous and Public Safety Bargaining Units and for Management employees effective July 1, 2024. – **Res. 24-49**

F. SUBJECT: Approval of Project List for Fiscal Year 2024/2025 Funded by SB-1-The Road Repair and Accountability Act of 2017 (JA)

RECOMMENDATION: Council by motion adopt resolution approving project list for Fiscal Year 2024/2025 funded by SB1-The Road Repair and Accountability Act of 2017. – **Res. 24-50**

Motion made by Councilmember Yep, Seconded by Councilmember Coleman.
Ayes: Yep, Coleman, Nijjer, Pacheco

Noes: None
Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

6. PUBLIC HEARINGS - None.

7. DEPARTMENT REPORTS

A. **SUBJECT:** Workplace Violence Prevention Plan (JAJ & AC)

RECOMMENDATION: Consider adoption of resolution approving Workplace Violence Prevention Plan effective July 1, 2024 and rescinding and superseding Section 8.9 (1-4) of City Personnel Rules and Regulations. – **Res. 24-51**

Motion made by Councilmember Yep, Seconded by Councilmember Nijjer.

Ayes: Yep, Nijjer, Coleman, Pacheco

Noes: None

Abstain: None

Absent: Herrera

Motion passes 4-0-0-1

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

RECOMMENDATION: Council by motion adopt the resolution to initiate proceedings for the annual levy of assessments for Landscape and Lighting District No. 1 and authorize the City Engineer to file his annual report. – **Res. 24-52**

Motion made by Councilmember Yep, Seconded by Councilmember Coleman.

Ayes: Yep, Coleman, Nijjer, Pacheco

Noes: None

Abstain: None

Absent: Herrera

Motion passes 4-0-0-1

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION - 6:44 p.m.

- A. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9)
Name of Case: Moreno v. City of Kerman
Workers Comp Claim Nos. 220044 & FR220163

- B. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organization: Kerman Miscellaneous Employees Association

- C. Pursuant to Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organization: Kerman Peace Officers Association

Reconvene at 8:13 p.m. with no reportable action. Four members were present.

11. ADJOURNMENT - 8:13 p.m.

MINUTES CERTIFICATION

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

Date: June 27, 2024 /s/ Josie Camacho, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
Printed: 6/28/2024 4:04 PM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	06/14/2024	8,724.38
ACH	10517	FEDERAL TAXES PAYROLL	06/14/2024	56,161.02
ACH	10518	KERMAN POLICE OFFICERS ASSN	06/14/2024	625.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	06/14/2024	285.00
ACH	10520	ICMA-RC	06/14/2024	1,659.40
Total for 6/14/2024:				67,455.30
ACH	10522	CALPERS	06/18/2024	34,848.72
Total for 6/18/2024:				34,848.72
29589	11525	ADOLPHS A-1 TREE SERVICE	06/19/2024	1,500.00
29590	10040	AT&T MOBILITY	06/19/2024	1,934.60
29591	10504	AUTOZONE	06/19/2024	166.95
29592	11917	BLAIS & ASSOCIATES LLC	06/19/2024	6,964.75
29593	10617	C A REDING CO INC	06/19/2024	37.69
29594	10096	CHILDS AND COMPANY INC	06/19/2024	58.00
29595	10452	CITY OF FRESNO WMD	06/19/2024	299.00
29596	11690	CLAWSON MOTORSPORTS	06/19/2024	726.58
29597	11498	COMCAST CABLE COMMUNICATIONS	06/19/2024	717.04
29598	10826	CROWN SERVICES CORPORATION	06/19/2024	312.69
29599	11441	D & R DOOR SERVICE INC	06/19/2024	2,500.00
29600	10715	DC HEATING AND COOLING	06/19/2024	562.50
29601	10128	DEPARTMENT OF JUSTICE	06/19/2024	505.00
29602	12543	DG CONSTRUCTION INC,	06/19/2024	91,704.29
29603	11398	FASTSIGNS	06/19/2024	232.99
29604	10916	FOLSOM LAKE FORD	06/19/2024	249,916.35
29605	11550	FRESNO COUNTY SHERIFFS OFFICE -	06/19/2024	137.00
29606	10166	FRESNO-MADERA AGENCY ON AGINC	06/19/2024	124.68
29607	12379	GILL CHEVROLET	06/19/2024	180.00
29608	10185	GRAINGER	06/19/2024	340.05
29609	11358	GREAT AMERICA FINANCIAL SERVICE	06/19/2024	187.44
29610	12151	H O GENERAL AUTO REPAIR AND TIR	06/19/2024	89.00
29611	12144	HELENA AGRI ENTERPRISES	06/19/2024	92.50
29612	10514	ICAD INC	06/19/2024	647.50
29613	12617	INTIME	06/19/2024	9,830.00
29614	10485	JP AIR CONDITIONING & HEATING	06/19/2024	2,665.00
29615	10251	LIGHTHOUSE ELECTRIC INC	06/19/2024	640.20
29616	11096	LOZANO SMITH LLP	06/19/2024	280.00
29617	12616	ADOLFO JR NOLASCO	06/19/2024	450.00
29618	10282	OFFICE DEPOT	06/19/2024	301.46
29619	10289	P.G.& E.	06/19/2024	42,263.90
29620	10301	PETTY CASH	06/19/2024	195.11
29621	10305	PITNEY BOWES BANK INC PURCHASI	06/19/2024	528.18
29622	10316	R G EQUIPMENT OF FRESNO INC	06/19/2024	564.82
29623	10986	ROTARY CLUB OF KERMAN	06/19/2024	3,200.00

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
29624	10327	SAFETY KLEEN SYSTEMS INC	06/19/2024	310.19
29625	12475	SAN JOAQUIN PEST CONTROL	06/19/2024	105.00
29626	12602	SEQUOIA EQUIPMENT COMPANY INC	06/19/2024	1,354.30
29627	10337	SLUMBERGER LUMBER	06/19/2024	822.31
29628	12368	SPECIALTY HOSE EXPRESS LLC	06/19/2024	48.45
29629	10342	STATE CONTROLLER'S OFFICE	06/19/2024	43.23
29630	10703	STATE WATER RESOURCES CONTROL	06/19/2024	82,500.00
29631	11460	SUPERIOR POOL PRODUCTS LLC	06/19/2024	1,953.38
29632	10754	THE HOME DEPOT PRO-SUPPLY WOR	06/19/2024	116.36
29633	11502	TIREHUB LLC	06/19/2024	499.36
29634	10168	UNITY IT	06/19/2024	666.45
29635	10377	US POST OFFICE	06/19/2024	5,000.00
29636	10406	WEST HILLS OIL INC	06/19/2024	15,070.72
29637	10408	WILD ELECTRIC	06/19/2024	478.64
29638	12265	BERENICE ZUNO	06/19/2024	150.00
Total for 6/19/2024:				529,973.66
ACH	10644	US BANK EQUIPMENT FINANCE	06/20/2024	710.78
Total for 6/20/2024:				710.78
ACH	10522	CALPERS	06/21/2024	5,892.84
Total for 6/21/2024:				5,892.84
29639	12537	AMERITAS GROUP INSURANCE CORP	06/26/2024	1,232.55
29640	10054	BLUE SHIELD OF CALIFORNIA	06/26/2024	53,490.72
29641	10617	C A REDING CO INC	06/26/2024	683.18
29642	10064	CAL VALLEY PRINTING	06/26/2024	281.45
29643	10065	CAL WEST RAIN	06/26/2024	16.68
29644	10092	CENTRAL VALLEY TOXICOLOGY INC	06/26/2024	162.00
29645	10103	COLONIAL LIFE	06/26/2024	577.58
29646	10104	COMCAST	06/26/2024	498.48
29647	10109	AUDITOR CONTROLLER/TREASURER	06/26/2024	182.23
29648	10114	CROWN SHORT LOAD CONCRETE	06/26/2024	763.91
29649	12624	DADDINO FAMILY FARM	06/26/2024	38.00
29650	11382	DATA TICKET INC	06/26/2024	148.53
29651	10571	DITCH WITCH	06/26/2024	162.87
29652	10139	DOOLEY ENTERPRISES INC	06/26/2024	1,694.14
29653	12312	EXTREME CONNECTIONS	06/26/2024	640.52
29654	10157	FERGUSON ENTERPRISES INC	06/26/2024	166.70
29655	10169	FRESNO PET CEMETERY	06/26/2024	228.70
29656	10166	FRESNO-MADERA AGENCY ON AGINC	06/26/2024	265.14
29657	12620	HEATHER GARCIA	06/26/2024	110.00
29658	12553	GARLAND/DBS INC	06/26/2024	41,170.15
29659	12379	GILL CHEVROLET	06/26/2024	473.25
29660	10185	GRAINGER	06/26/2024	789.76
29661	11358	GREAT AMERICA FINANCIAL SERVICE	06/26/2024	421.91
29662	12187	HAMNER JEWELL & ASSOCIATES	06/26/2024	210.00
29663	10193	HAVENS SECURITY INC	06/26/2024	144.16
29664	10222	JERRY'S AUTOMOTIVE	06/26/2024	1,000.00
29665	11923	JOE A GONSALVES & SON	06/26/2024	1,250.00
29666	BP-JOSE1	JOSEPH CROWN CONSTRUCTION	06/26/2024	7,000.00
29667	10485	JP AIR CONDITIONING & HEATING	06/26/2024	374.37
29668	12625	LIGHTHOUSE AUTOMOTIVE EQUIPMI	06/26/2024	640.20

				Section 5, Item B.
Check No	Vendor No	Vendor Name	Check Date	
29669	10335	MADERA FORD	06/26/2024	227.49
29670	12622	REBECCA MARMOLEJO	06/26/2024	450.00
29671	10272	MUTUAL OF OMAHA	06/26/2024	2,853.17
29672	10282	OFFICE DEPOT	06/26/2024	83.07
29673	12621	MARIA OREGEL	06/26/2024	150.00
29674	10289	P.G.& E.	06/26/2024	7,298.42
29675	11714	ROD CARSEY	06/26/2024	4,411.34
29676	11870	DAISY RODRIGUEZ	06/26/2024	150.00
29677	12619	GURBIR SAPRAJ	06/26/2024	45.00
29678	12602	SEQUOIA EQUIPMENT COMPANY INC	06/26/2024	352.35
29679	12368	SPECIALTY HOSE EXPRESS LLC	06/26/2024	475.05
29680	12581	TATES TSHIRT DESIGNS AND PRINTS,	06/26/2024	529.08
29681	10363	THE BUSINESS JOURNAL	06/26/2024	1,100.00
29682	10754	THE HOME DEPOT PRO-SUPPLY WORL	06/26/2024	354.01
29683	11502	TIREHUB LLC	06/26/2024	712.00
29684	10168	UNITY IT	06/26/2024	3,325.78
29685	12178	VALLEY ANIMAL CENTER SPAY & NE	06/26/2024	275.20
29686	10391	VALLEY FARM SUPPLY STORES	06/26/2024	2,507.32
29687	12623	DENISE VILLANUEVA	06/26/2024	450.00
29688	11061	WALMART REAL ESTATE BUSINESS T	06/26/2024	64,297.00
Total for 6/26/2024:				204,863.46
29689	10282	OFFICE DEPOT	06/27/2024	1,224.83
29690	BP-YU	DONG MEI YU	06/27/2024	708.75
Total for 6/27/2024:				1,933.58
Report Total (110 checks):				845,678.34

CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

PAY PERIOD: June 09, 2024 - June 22, 2024

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
ADMINISTRATION										
Alvarez, Josefina	\$ 3,748.31	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,748.31	0.00
Camacho, Josie	\$ 3,219.85	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,219.85	0.00
Cheema, Akayla	\$ 3,261.23	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,261.23	0.00
Garcia, Alex	\$ 1,584.62	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,584.62	6.00
Jansons, John	\$ 7,012.54	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 7,012.54	0.00
Leon, Ulysa	\$ 1,584.62	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,584.62	0.00
Linares, Vanessa	\$ 1,793.69	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,793.69	4.50
Lopez, Jacqueline	\$ 2,431.54	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,431.54	0.75
Mendoza Hernandez, Ariana	\$ 2,009.23	\$ -	8	\$ 293.88	0	\$ -	0	\$ -	\$ 2,303.12	0.00
Sandoval, Veronica	\$ 1,793.69	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,793.69	4.13
Santana Zamudio, Dalia	\$ 2,009.23	\$ -	0	\$ 6.12	0	\$ -	0	\$ -	\$ 2,015.35	6.00
TOTAL	\$ 30,448.54	\$ -	8	\$ 300.01	0	\$ -	0	\$ -	\$ 30,748.54	21.38
REC/SOCIAL										
Acosta-Parra, Melany	\$ 168.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 168.00	0.00
Aguilar, Corina	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ 456.44	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 456.44	0.00
Arredondo, Raquel	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0.00
Barrett, Shannon	\$ 1,979.54	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,979.54	0.00
Beltran, Isabelle	\$ 469.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 469.00	0.00
Brar, Manreet	\$ 112.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 112.00	0.00
Burdine-Slaven, Jeanna	\$ 2,332.15	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,332.15	0.00
Calzada, Cathy	\$ 321.75	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 321.75	0.00
Chouhan, Arnoop	\$ 120.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 120.00	0.00
Chouhan, Gurnoor	\$ 120.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 120.00	0.00
Coleman, Phoebe	\$ 383.63	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 383.63	0.00
Cruz Paramo, Xitlali	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0.00
Escamilla, Paloma	\$ 896.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 896.00	0.00
Flores, Haley	\$ 18.56	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 18.56	0.00
Garcia, Anthony	\$ 1,778.31	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,778.31	0.00
Gonzalez Corrales, Aleena	\$ 176.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 176.00	0.00
Gulian, Desiray	\$ 404.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 404.00	0.00
Hurlbert, Ronald	\$ 404.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 404.00	0.00
Jauriqui, Jose	\$ 594.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 594.00	0.00
Johnson, Theresa	\$ 3,681.38	\$ 1,689.23	0	\$ -	0	\$ -	0	\$ -	\$ 5,370.61	0.00
Klepac, Emma	\$ 379.50	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 379.50	0.00
Lemm, Kylie	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0.00
Lua, Daniela	\$ 629.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 629.00	0.00
Lua, Joshua	\$ 407.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 407.00	0.00
Lua, Miguelangel	\$ 540.19	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 540.19	0.00
Lujan, Vanessa	\$ 204.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 204.00	0.00
Martinez, Aylah	\$ 462.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 462.00	0.00
Martinez, Jeness	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0.00
Naranjo, Alexander	\$ 632.31	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 632.31	0.00
Naranjo, Christopher	\$ 387.75	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 387.75	0.00
Nazaroff, Rebekah	\$ 556.94	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 556.94	0.00
Negrete, Dean	\$ 1,960.62	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,960.62	0.00
Pena, Alexis	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0.00
Pena, Mercedes	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 3,270.18	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,270.18	0.00
Sidhu, Nirmal	\$ 2,400.30	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,400.30	0.00
Silva, Jessica	\$ 408.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 408.00	0.00
Tovar, Jessica	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0.00
Villarreal, Arlene	\$ 2,500.62	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,500.62	0.00
TOTAL	\$ 29,780.16	\$ 1,689.23	0	\$ -	0	\$ -	0	\$ -	\$ 31,469.39	0.00
POLICE										
Arciga, Jose	\$ 3,736.23	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,736.23	0.00
Barbosa, Isaias	\$ 3,498.53	\$ -	12	\$ 744.33	0	\$ -	0	\$ -	\$ 4,242.86	4.13
Barcoma, Wilbert	\$ 5,142.47	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 5,142.47	0.00
Barra, Brenden	\$ 2,777.41	\$ -	3	\$ 145.44	0	\$ -	9.5	\$ 76.76	\$ 2,999.61	0.00
Barrera, Eduardo	\$ 2,662.95	\$ -	0	\$ -	0	\$ -	8	\$ 63.40	\$ 2,726.36	0.00
Belding, Jeff	\$ 4,458.61	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 4,458.61	0.00
Castro, Jaclynn	\$ 2,725.45	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,725.45	0.00
Chapman, Tom	\$ 4,558.52	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 4,558.52	0.00
Clark, Patrick	\$ 3,064.81	\$ -	43.5	\$ 2,380.70	0	\$ -	0	\$ -	\$ 5,445.51	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

PAY PERIOD: June 09, 2024 - June 22, 2024

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Cubillos, Munique	\$ 2,402.04	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,402.04	0.00
Cubillos, Theresa	\$ 3,308.12	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,308.12	0.00
Farr, Jonathan	\$ 2,662.95	\$ -	12	\$ 760.84	0	\$ -	7	\$ 55.48	\$ 3,479.27	12.00
Garcia, Andrew	\$ 2,598.00	\$ -	40	\$ 1,855.71	0	\$ -	0	\$ -	\$ 4,453.71	0.00
Gempis, Danzel	\$ 2,356.62	\$ -	1.5	\$ 63.12	0	\$ -	0	\$ -	\$ 2,419.74	0.00
Gutierrez, Gloria	\$ 2,296.24	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,296.24	0.00
Gutierrez, Luis	\$ 2,499.31	\$ -	13.5	\$ 787.95	0	\$ -	6	\$ 44.18	\$ 3,331.44	0.00
Irazoqui, Mario	\$ 2,563.61	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,563.61	0.00
Lopez, Matt	\$ -	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ -	0.00
Lozano, Daniel	\$ 2,145.30	\$ -	0.5	\$ 20.11	0	\$ -	0	\$ -	\$ 2,165.42	0.00
Mendoza, Sandra	\$ 3,995.15	\$ -	3	\$ 212.69	0	\$ -	0	\$ -	\$ 4,207.84	0.00
Ramirez, Victoria	\$ 1,808.70	\$ -	1.5	\$ 33.91	0	\$ -	0	\$ -	\$ 1,842.61	0.00
Roth, Adriana	\$ 2,598.67	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,598.67	0.00
Ruiz, Jose	\$ 2,564.20	\$ -	11	\$ 498.18	0	\$ -	0	\$ -	\$ 3,062.38	0.00
Vasquez, Francisco	\$ 2,440.53	\$ -	28	\$ 1,437.82	0	\$ -	0	\$ -	\$ 3,878.35	7.50
Velez, Bernice	\$ 1,906.50	\$ -	2	\$ 59.58	0	\$ -	0	\$ -	\$ 1,966.08	0.00
Wilkins, Steve	\$ 5,312.82	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 5,312.82	0.00
TOTAL:	\$ 76,083.75	\$ -	171.5	\$ 9,000.38	0	\$ -	30.5	\$ 239.83	\$ 85,323.96	23.63

PUBLIC WORKS

Arrellano, Antonio	\$ 2,216.46	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,216.46	0.00
Barajas, Michael	\$ 3,762.85	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,762.85	0.00
Camacho, Armando	\$ 2,216.46	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,216.46	0.00
Castro, Joseph	\$ 3,778.55	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,778.55	0.00
Cervantes, Pedro	\$ 1,498.24	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,498.24	0.00
Cruz Villalobos, Eulises	\$ 1,663.08	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,663.08	0.00
Garcia, Destiny	\$ 2,417.69	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,417.69	0.00
Garcia, Guadalupe	\$ 1,934.92	\$ (447.24)	3.5	\$ 123.70	0	\$ -	0	\$ -	\$ 1,611.38	0.00
Garcia Pina, Gilberto	\$ 1,663.08	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,663.08	0.00
Gastelum, Humberto	\$ 3,270.18	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,270.18	0.00
Gutierrez Olivarez, Norberto	\$ 1,867.38	\$ -	3	\$ 140.05	0	\$ -	0	\$ -	\$ 2,007.44	0.00
Hernandez, Julian	\$ 2,108.92	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,108.92	0.00
Isaak, Denise	\$ 2,563.13	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,563.13	0.00
Jimenez, Gabriela	\$ 1,828.31	\$ -	25	\$ 889.15	0	\$ -	32	\$ 711.32	\$ 3,428.78	0.00
Kaur, Harmeen	\$ 2,437.08	\$ -	7.5	\$ 335.68	0	\$ -	0	\$ -	\$ 2,772.76	0.00
Lopez, Josue	\$ 2,029.08	\$ -	5	\$ 185.54	0	\$ -	0	\$ -	\$ 2,214.62	0.00
Morales, Andres	\$ 2,359.08	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,359.08	0.00
Ortiz, Carlos	\$ 2,324.46	\$ -	1	\$ 42.65	0	\$ -	0	\$ -	\$ 2,367.11	0.00
Perez, Ruben Lopez	\$ 2,166.46	\$ -	2	\$ 81.24	0	\$ -	0	\$ -	\$ 2,247.70	0.00
Ramirez, Manuel	\$ 3,137.68	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,137.68	0.00
Sanchez, Daniel	\$ 3,114.71	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 3,114.71	0.00
Sanchez, Joseph	\$ 535.20	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 535.20	0.00
Soto, Samuel	\$ 2,236.77	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,236.77	0.00
Tinoco, Alfonso	\$ 2,713.54	\$ -	42.25	\$ 2,293.14	0	\$ -	29	\$ 965.53	\$ 5,972.21	0.00
Valdivia, Blanco	\$ 2,010.62	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,010.62	12.00
TOTAL	\$ 57,853.92	\$ (447.24)	89.25	\$ 4,091.16	0	\$ -	61	\$ 1,676.86	\$ 63,174.69	12.00

PLANNING

Belmonte, Ruth	\$ 2,585.69	\$ 459.53	0	\$ -	0	\$ -	0	\$ -	\$ 3,045.22	3.00
Campos, Manuel	\$ 2,622.15	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 2,622.15	0.00
Gomez, Juliana	\$ 1,088.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,088.00	0.00
Orozco, Jesus	\$ 4,131.77	\$ 588.55	0	\$ -	0	\$ -	0	\$ -	\$ 4,720.32	0.00
Zamora, Karina	\$ 1,088.00	\$ -	0	\$ -	0	\$ -	0	\$ -	\$ 1,088.00	0.00
TOTAL	\$ 11,515.62	\$ 1,048.08	0	\$ -	0	\$ -	0	\$ -	\$ 12,563.70	3.00

PLANNING

Bandy, R	\$ -
Molloy, Cory	\$ 75.00
Nehring, K	\$ 75.00
Felker, R	\$ 75.00
Bishop, S	\$ 75.00

COUNCIL

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

CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

PAY PERIOD: June 09, 2024 - June 22, 2024

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
	Total	\$ 300.00		Total					\$ 500.00	
GRAND TOTAL:	\$206,481.98	\$2,290.07	268.75	\$13,391.54	0	\$0.00	91.5	\$1,916.68	\$ 224,080.28	60.00



STAFF REPORT

MEETING DATE: July 10, 2024

PRESENTER: Michael Barajas, Public Works Director

SUBJECT: Adopt Resolution Authorizing City Manager to Sign and File a Financial Assistance Application to the State Water Resources Control Board Drinking Water State Revolving Fund for the Water Quality Improvement Project (MB)

RECOMMENDATION: Council by motion adopt resolution authorizing the City Manager to sign and file a Financial Assistance Application to the State Water Resources Control Board (SWRCB) Drinking Water State Revolving Fund (DWSRF) for the Water Quality Improvement Project.

EXECUTIVE SUMMARY:

The City of Kerman owns and operates a public water system with a total of six wells, one of which has a compliance order for TCP and Uranium exceedances. All of the City's wells have concentrations of hexavalent chromium that exceed the recently adopted MCL.

Staff would like to evaluate several alternatives to determine the most feasible alternative to address water quality levels above the recently adopted MCL for Hexavalent Chromium.

The City is considered a Disadvantaged Community (DAC). According to the 2022 U.S. Census American Community survey, the City's Median Household income (MHI) is \$69,571 which is less than the State's MHI of \$91,551.

The State Water Resources Control Board Drinking Water State Revolving Fund offers Planning Grants to DACs. The planning grants fund up to \$500,000 in eligible planning costs.

The SWRCB requires that the applicant's Governing Board adopt a resolution authorizing the City Manager to sign and file a financial assistance application to the DWSRF for the proposed project. Adoption of this resolution is a requirement to complete and submit to DWSRF.

FISCAL IMPACT:

The cost to prepare and submit the application will be \$5,000 which will be allocated from the water enterprise fund.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 24-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AUTHORIZING THE CITY MANAGER TO SIGN AND FILE FINANCIAL ASSISTANCE APPLICATION TO THE STATE WATER RESOURCES CONTROL BOARD DRINKING WATER STATE REVOLVING FUND FOR THE WATER QUALITY IMPROVEMENT PROJECT.

WHEREAS, the City of Kerman owns and operates a public water system with a total of six wells; and

WHEREAS, one of which has a compliance order for TCP and Uranium exceedances. All of the City's wells have concentrations of hexavalent chromium that exceed the recently adopted MCL; and

WHEREAS, the City of Kerman is considered a Disadvantaged Community (DAC) and the State Water Resources Control Board (SWRCB) Drinking Water State Revolving Fund (DWSRF) offers planning grants to DACs and;

WHEREAS, the planning grants fund up to \$500,000 in eligible planning costs;

WHEREAS, the City is seeking financing from State Water Resources Control Board through the Drinking Water State Revolving Fund(DWSRF) for Water Quality Improvements Project; and

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

- SECTION 1. The foregoing recitals are true and correct and incorporated by reference.
- SECTION 2. The City Manager (the "Authorized Representative") or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State water Resources Control Board for a planning grant for the purpose of a Water Quality Improvement Project.
- SECTION 3. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
- SECTION 4. The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity's responsibilities under the financing agreement, including certifying disbursement requests

on behalf of the Entity and compliance with applicable state
federal laws.

SECTION 5. This resolution is effective upon adoption.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk



STAFF REPORT

MEETING DATE: July 10, 2024

PRESENTER: Jesus A. Gonzalez, City Engineer

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

RECOMMENDATION: Council by motion adopt resolution of intention to levy and collect the annual assessments for Landscape and Lighting District No. 1 and set the date for the required public hearing for July 24, 2024.

EXECUTIVE SUMMARY:

The Landscape and Lighting District (LLD) No. 1 maintains public landscaping in median islands and landscape strips along major streets. The revenue from the district also pays for street lighting costs for areas within the LLD. All new developments are annexed into the LLD and charged an annual assessment that is collected with property taxes. There are currently 14 sub-areas within the LLD. Council approved one annexation, Tract No. 6293, to the Landscape and Lighting District No. 1 this past year.

This is the second of three actions by Council required by State law for the levy of the annual assessments. Council previously initiated proceedings for the annual levy of assessments at the June 26, 2024 Council Meeting. The City Engineer has prepared a preliminary report labeled Engineer's Report of the City of Kerman Landscaping and Lighting District No. 1 (LLD), dated July 2024, and filed the report with the City Clerk. The report includes descriptions of the improvements maintained, boundaries of the district and sub-areas, and proposed assessments per parcel. The final report will be submitted for approval at the time of the public hearing. The next, and final, action required by Council will be to conduct the required public hearing, receive any testimony, and confirm the annual assessments. The assessment roll is then submitted to the County Assessor for inclusion on the property owner's tax bill.

FISCAL IMPACT:

The annual assessments from Landscape and Lighting District No. 1 are used for maintenance of public landscaping and street lighting. The assessments for Sub-areas 1 through 5 were established prior to the passage of Proposition 218 and therefore cannot be raised without a vote of the property owners. The assessments for Sub-areas 6 through 14 are adjusted annually by the change in the Consumer Price Index (CPI). For 2024 the CPI increase is 4.1%. The estimated total assessments for FY 24-25 are \$426,249.26. The exact amount of total assessments will be known once the City receives the property roll from the Fresno County Assessor's Office.

ATTACHMENTS:

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

Attachment ‘A’

RESOLUTION NO. 24-__

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

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

1. It is the intention of said Council to order the levy and collection of an assessment under the Landscaping and Lighting Act of 1972, Part 2 of Division 15 of the Streets and Highways Code (beginning with Section 22500 of said Code and hereinafter referred to as the “Act”) for Landscaping & Lighting District No. 1 of the City of Kerman (herein “District”) for fiscal year 2024-2025.
2. Said District is generally described as Tract No. 3397, Tract No. 4165, Tract No. 4484, Tract No. 4529, Tract No. 4560, Tract No. 4676 (Ph.1), Tract No. 4775, Tract No. 4792, Tract No. 4811, Tract No. 4846, Tract No. 4853, Tract No. 4910, Tract No. 4955, Tract No. 4987, Tract No. 5023, Tract No. 5028, Tract No. 5043, Tract No. 5132, Tract No. 5165, Tract No. 5191, Tract No. 5160, Tract No. 5329, Tract No. 5244, Tract No. 5222, Tract No. 5138, Tract No. 5266, Tract No. 5348, Tract No. 5416, Tract No. 5750, Tract No. 5636, Tract No. 5488, Tract No. 5480, Tract No. 5515, Tract No. 5478, Tract No. 5677, Tract No. 5805, Tract No. 5928, Tract No. 5975, Parcel Map No. 96-01, Parcel Map No. 98-04, Parcel Map No. 98-05, Site Plan Review No. 05-25, Parcel Map No. 07-01, Parcel Map No. 10-01, Parcel Map No. 10-02, Parcel Map No. 09-02, Tract No. 5832, Tract No. 5921, Parcel Map No. 2016-01, Parcel Map No. 19-01, Tract No. 6236, Tract No. 6302, and Tract No. 6293. Improvements to be maintained are generally described as streetlights and public landscaping within the District.
3. The Engineer has prepared and filed with the Clerk of the City of Kerman a preliminary report labeled Engineer’s Report of the City of Kerman Landscaping and Lighting District No. 1, dated July 2024 to which reference is hereby made for a detailed description of the improvements, the boundaries of the assessment district, and any zones therein, and the proposed assessments upon assessable lots and parcel of land within the District.
4. Assessments in the District are equal to the prior year assessments, first time assessments, or assessments increased by a previously approved assessment formula.

5. The Business Journal, a newspaper published in Fresno, California and circulated in the City of Kerman is hereby designated as the newspaper in which this Resolution of Intention shall be published, and the Clerk of the City of Kerman is hereby directed to cause this Resolution of Intention to be published once. Publication shall be completed not less than ten (10) days before the date set for hearing.

6. NOTICE IS HEREBY GIVEN that a public hearing is set for the regular meeting of the City Council on July 24, 2024 at 6:00 p.m., in the Council Chamber of City Hall, 850 S. Madera Avenue, Kerman, California 93630, all interested persons shall be heard on the question of the levy and collection of the proposed assessments. Written protests may be filed with the City Clerk at any time prior to the conclusion of the hearing. A written protest shall state all grounds of objection and shall contain a description sufficient to identify the property owned by the protesting person or persons.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

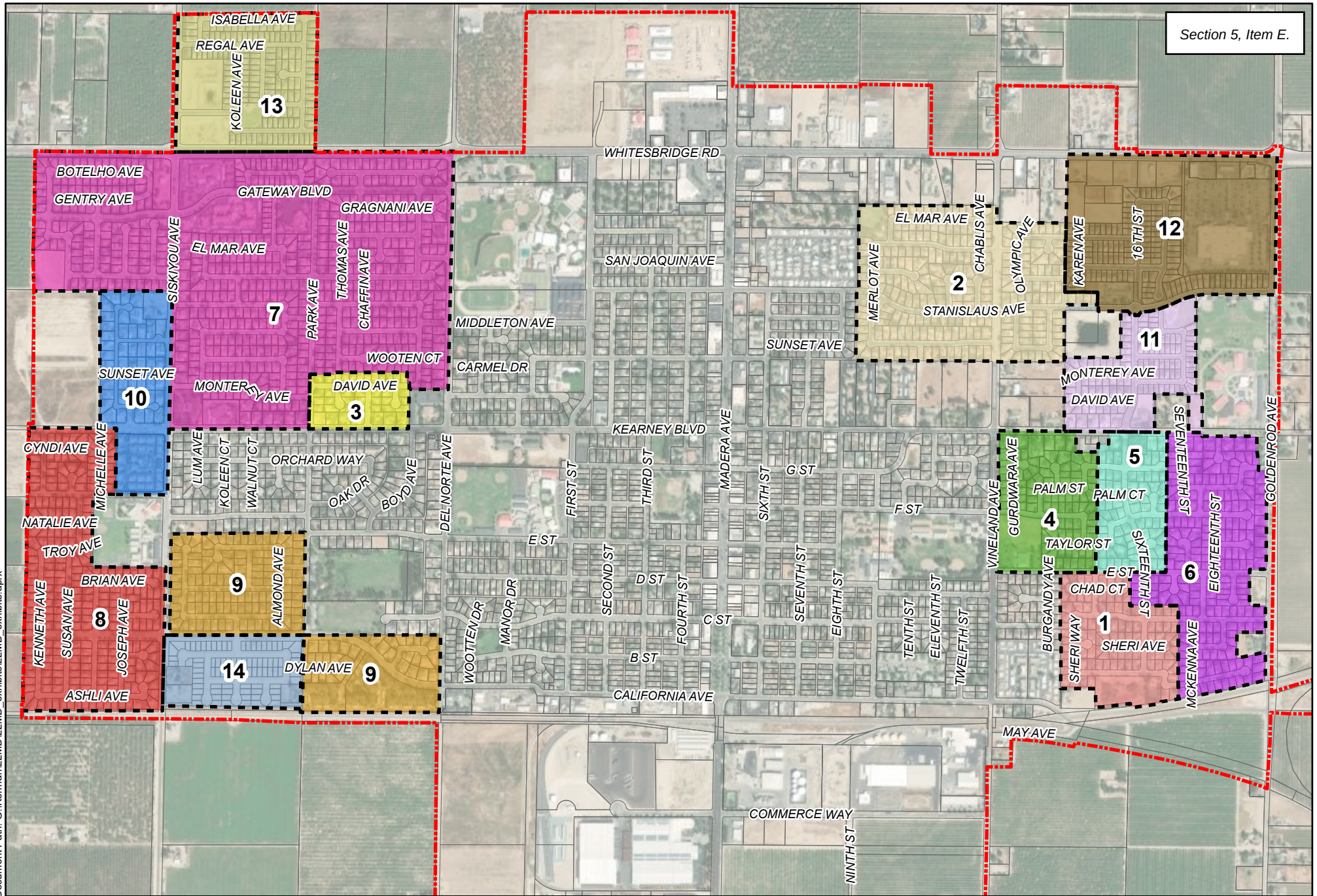
The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

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Assessment Area Boundary

Assessment Areas

City Limits

0 600 1,200 Feet

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

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





STAFF REPORT

MEETING DATE: July 10, 2024

PRESENTER: Manuel Campos, Assistant Planner

SUBJECT: Consideration of a Code Text Amendment application to amend Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences (MC)

RECOMMENDATION: City Council conduct a public hearing, waive full reading, and introduce a Code Text Amendment application (OTA 2024-03) amending Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to fence materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to electrified security fences.

EXECUTIVE SUMMARY:

The Planning Commission held a public hearing on June 10, 2024, to consider and recommend approval of a code text amendment (OTA 2024-03). The recently adopted Zoning Code prohibits the installation of electrified fences. The recently repealed Zoning Code did not have provisions allowing or prohibiting electrified security fences. As a result, Amarok, LLC filed an application requesting a code text amendment to allow for the installation of electrified security fences. The Commission approved a resolution (Attachment 'B') recommending the adoption of an ordinance to amend subsection (C)(3) of 17.40.080 (Fence Materials) and add Section 17.40.080 to Chapter 17.40 relating to electrified security fences. Section 17.24.030 of chapter 17.24 would repeal subsection (C) prohibiting electrified fences. Conversely, Section 17.40.080 provides a permit process and development standards for electrified security fences. The proposed ordinance is consistent with other electrified security fence ordinances adopted by nearby municipalities.

APPLICABLE CODES AND PROCEDURES:

KMC 17.112 – Amendments and Rezones

KMC 17.116 – Public Notices and Hearings

Public Resource Code – CEQA 15061((b)(3)) – Common Sense Rule

The Zoning Code, section 17.112.020 (Initiation of Code Text Amendment and Rezones) allows the Director to initiate a code text amendment when an application has been filed with the Planning Division. The Commission may recommend approval or denial of the code text amendment to the City Council. The City Council, upon receipt of the Commission's recommendation, may approve, modify, or deny the Commission's recommendation.

DISCUSSION:

Project Proposal

Amarok, LLC submitted a proposed Code Text Amendment (OTA) application on behalf of JS West and Companies requesting to amend the Zoning Code for the allowance of electrified security fences. If the ordinance is approved, there will be a planning permit process for JS West and Companies to apply for the allowance of an electrified security fence at 15287 West Commerce Way which is currently zoned Service Commercial (CS). The applicant's request has been included in this report as Attachment 'C'.

Code Text Amendment

The Zoning Code, under Section 17.24.030 (C) prohibits the installation of electrified security fences. The code text amendment would modify said section by striking out subsection C, as described in the proposed ordinance (Attachment 'A').

The code text amendment would also add Section 17.40.080 (Electrified Security Fences) to Chapter 17.40 (Standards for Specific Land Uses) of the Zoning Code. Said section includes subsections as follows:

- A (**Applicability**); Determines the applicability of electrified security fences and under what circumstance they may be used for security purposes.
- B (**Definitions**); Defines the terms used for the purpose of the section.
- C (**Permitted Locations**); Lists the permitted zone districts where electrified security fences may be allowed and special distance requirements.
- D (**Conditional Use Permit Applicability**); Establishes the conditional use permit process for electrified security fences.
- E (**Compliance with State and Federal Regulations**); Establishes requirements to comply with applicable State and Federal regulations.
- F (**Electrification**); Establishes power and voltage requirements for electrified security fences.
- G (**Development Standards**); Establishes development standards such as setback, height, signage, materials, and emergency access requirements, etc.

Code Text Amendment Analysis

The draft ordinance was prepared consistently with electrified security fence ordinances from other California cities and with the applicants' submitted model ordinance. As proposed, the ordinance would only allow for the installation and operation of electrified security fences when it is in the public's and private's best and mutual interest to protect and secure; stored combustible, hazardous, or harmful matter or materials from those working or residing in proximity to said matter or materials, subject to a conditional use permit. As delegated by the Zoning Code, the Planning Commission will review each conditional use permit on a case-by-case basis and determine if an electrified fence meets said criteria. Traditionally these types of fences are allowed in the industrial zone district, since

uses that create, store, or distribute the type of materials listed above are normally located in industrial zones. As proposed, electrified security fences could potentially be permitted on properties south of the railroad and north of the railroad, along California Avenue and A Street, between Vineland Avenue and Del Norte Avenue. Sites that could potentially need electrified security fences are primarily located south of the railroad and occupied by industrial uses. The proposed ordinance would also allow electrified security fences in the O – Open Space, Recreation, & Public Facilities, and UR – Urban Reserve District that could potentially be owned or controlled by the City or other government agencies and require a similar type of security system. Given the wide variety of zone districts that allow electrified security fences, Staff recommends that electrified security fences be considered through the CUP process. The proposed ordinance would not allow electrified security fences in residential zones, professional office, general and neighborhood commercial, and mixed-use zone districts.

Comparable Cities Analysis

As previously mentioned Staff has prepared the draft electrified security fence ordinance consistent with the cities of Colton, Fresno, Turlock, and Tulare. The electrified fence ordinances adopted by the aforementioned cities are substantially similar regarding permitted locations and zones, compliance with State and Federal regulations, and electrification requirements. There are some minor differences between cities when it comes to specific development standards for electrified security fences. Of note the applicant's suggested model ordinance is very similar to the City of Tulare's electrified security fence ordinance. Staff has incorporated some of Tulare's ordinance language into the proposed draft ordinance to ensure its consistency with the applicant's request. However, the draft ordinance better aligns with the City of Fresno's ordinance. Similar to the City of Fresno, the draft ordinance provides for flexibility in several zone districts, with the exception of residential, mixed-use, and several commercial zones.

Planning Commission Discussion

The draft ordinance submitted for review by the Commission included a buffer requirement for electrified security fences from schools and daycares. During the public hearing, the applicant shared their disapproval of the 200-foot radius requirement from school facilities and daycare centers and the CUP requirement. The applicant stated that the radius requirement was arbitrary and that the CUP requirement was excessive and would prolong the process of installing a fence. The applicant also noted that the City of Kerman has been the only jurisdiction they have encountered with such requirements. Staff recommended a 200-foot radius requirement to protect schools and daycare centers that could be potentially developed in proximity to zone districts that would allow for electrified security fences in properties north of the railroad. Furthermore, the CUP requirement was recommended because electrified security fences have special attributes that may be concerning to surrounding uses and properties. The Commission ultimately decided to remove the 200-foot radius requirement and keep the CUP requirement. The Commission concurred that all fence applications should be reviewed on a case-by-case basis to ensure that any proposed fence is compatible with its surrounding land uses.

Police Department Comments

The Chief of Police generally did not take an issue with the proposed ordinance but recommended that there be a setback requirement between electrified and non-electrified fences to prevent any passersby from making intentional contact with electrified fences. The Chief also recommended that

the Police Department have authorization to disable fence systems in the event of a confirmed trespassing. All incoming CUP applications for electrified security fences will be routed to the Police Department for comments.

Conclusion

The electrified security fence ordinance will assist with deterring criminal activity and reducing response involvement from the Police Department, as well as provide an additional layer of security for those working or residing in proximity to potentially hazardous or dangerous uses. As presented, including Section 17.40.080 to the Zoning Code will be consistent with the goals, objectives, and policies of the Kerman General Plan. The conditional use permit requirement will assist when determining the compatibility of an electrified security fence with surrounding land uses, and assess its environmental impacts on a project-specific basis.

ENVIRONMENTAL REVIEW:

The adoption of this ordinance is exempt from further CEQA review under the Common Sense Rule Section 15061(b)(3)) because there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impact on the environment. Therefore, this project is not subject to CEQA.

ATTACHMENTS:

- A. Ordinance Text Amendment
- B. Planning Commission Resolution
- C. Applicant's Application Material

Attachment 'A'

ORDINANCE NO. 24-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN AMENDING SECTION 17.24.030 OF CHAPTER 17.24 OF TITLE 17 OF THE KERMAN MUNICIPAL CODE RELATING FENCE MATERIALS AND ADDING SECTION 17.40.080 TO CHAPTER 17.40 OF TITLE 17 OF THE KERMAN MUNICIPAL CODE RELATING ELECTRIFIED SECURITY FENCES

THE CITY COUNCIL OF THE CITY OF KERMAN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 17.24.030 of Chapter 17.24 of the Kerman Municipal Code relating to Fence Materials is hereby amended by deleting subsection (C), to read as follows:

17.24.030 Fence Materials.

- A. Fences shall not be constructed of barbed wire or similar material unless an Administrative Use Permit is first obtained. An Administrative Use permit may be granted only upon the Director finding that extraordinary circumstances requiring the use of barbed wire or similar material apply to the property in question which do not generally apply to property within the city. In no event may an Administrative Use Permit be granted for the use of barbed wire or similar material within three feet of any public right-of-way. The Director may require conditions of approval such as appropriate warning signs on the barbed wire or a similarly constructed fence.
- B. Fences shall be constructed of original material. Fences in residential zones shall not be constructed of chain link, wire mesh, corrugated metal/plastic, or other repurposed material. Chain link fences with privacy slats may be constructed when the fence is not visible from the public right-of-way.

SECTION 2. Chapter 17.40 of Title 17 of the Kerman Municipal Code is hereby amended to include a new section, Section 17.40.080 relating to Electrified Security Fences to read as follows:

17.40.080 Electrified Security Fences.

The construction, installation, and use of electrified security fencing shall be allowed in the city only as provided in this section subject to the following:

- A. **Applicability.** This section shall apply to all electrified security fences being installed, constructed, or erected in any permitted location as described in subsection C below. Electrified security fences may be permitted when determined that it is in the best and mutual interest of the public and private to protect and secure; stored

combustible, hazardous, or harmful matter or materials from those working or residing in proximity to said matter or materials.

- B. **Definitions.** The term “electrified security fence” shall mean a fence that has electricity running through it used to protect and secure a property or a part thereof by way of a perimeter alarm system with an assembly of battery-powered equipment, including but not limited to; a monitored alarm device and energizer which is intended to periodically deliver pulses to a security fence, a battery charging device used exclusively to charge the system’s battery, and other integrated components.

- C. **Permitted Locations.**
 - 1. Electrified security fences shall be permitted in the CS-Service Commercial, M1-Light Manufacturing, M2-Heavy Manufacturing, O – Open Space, Recreation, & Public Facilities, and UR – Urban Reserve District.

 - 2. Electrified security fences shall not encroach onto the public right-of-way.

- D. **Conditional Use Permit Applicability.** Electrified security fences shall be subject to a conditional use permit application filed and processed consistent with Chapter 17.84 (Conditional Use Permit) of this Code.

- E. **Compliance with State and Federal Regulations.**
 - 1. Electrified security fences shall comply with the California Civil Code Section 835 and the California Building Code, as amended from time to time, and all requirements in subsections F and G below.

 - 2. Electrified security fences shall be installed with a permit issued under the requirements of applicable building and electrical codes, and only allowed to be activated after an approved final inspection of the installation.

 - 3. Fire access, warning signs, electrical connections, etc. shall comply with Building and Fire Code regulations.

- F. **Electrification.** The power and voltage of electric security fences shall be allowed subject to the following standards:
 - 1. Shall conform to the California Civil Code Section 835 and shall only be powered by a commercial storage battery not to exceed 12 volts of direct current (DC) or another approved 12-volt DC or lower voltage power source.

 - 2. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure

102 of International Electro Technical Commission (IEC) Standard No. 60335-2-76, as may be amended.

3. Non-low voltage electrical components (e.g. controllers, transformers) of the electric fencing system shall be approved and listed by an Occupational Safety and Health Act (OSHA) Nationally Recognized Testing Laboratory (NRTL).

G. Development Standards.

1. **Perimeter Fence or Wall.** No electric fence shall be installed or used unless it is completely surrounded by a nonelectrical fence or wall that is a minimum of six feet in height. Should a non-electrical fence not exist, one shall be installed prior to the electric fence being operational. When abutting an existing use, building, or structure, the protective barrier shall consist of a solid material (i.e. wooden fence, block wall, an approved mesh material, or equivalent material).
2. **Setback.** Non-electrical fencing behind which electric fencing is installed shall comply with setbacks of the underlying zone district, but no less than five feet from the property line, whichever is more restrictive shall apply.
3. **Height.** Shall have a maximum height of ten feet regardless of location on the property.
4. **Signage.** Warning signs that read: "Warning-Electric Fence" shall be installed at intervals of not less than 30 feet.
5. **Material.** Electrified security fences shall not include barbed wire, razor wire, ultra-barrier, and other similar materials.
6. **Emergency Access.**
 - a. Any associated alarm system shall be subject to Chapter 9.05 (Public Safety Alarm Systems) of the Kerman Municipal Code.
 - b. An electrical disconnect device secured with a Police/Fire X-1 keyway or other approved means for emergency access by Police and Fire Departments shall be provided at a location approved by the Fire Marshal.

SECTION 3. **CEQA.** A preliminary environmental assessment has been performed for this project pursuant to the California Environmental and Quality Act (CEQA). The City Council finds and determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is

because this project involves purely procedural policies with no impact on the environment. Therefore, this project is not subject to CEQA.

SECTION 4. **Publication.** This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 5. **Effective Date.** This ordinance shall become effective thirty (30) days after the date of adoption.

The foregoing ordinance was introduced at a regular meeting of the City of Kerman City Council held on the 10th day of July, 2024, and was passed and adopted at a regular meeting of the City of Kerman City Council held on ____ day of _____, 2024, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing ordinance is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

Attachment 'B'
Resolution 2024-12

A RESOLUTION OF THE CITY OF KERMAN PLANNING COMMISSION RECOMMENDING TO THE CITY COUNCIL ADOPTION OF A CODE TEXT AMENDMENT TO SECTION 17.24.030 OF CHAPTER 17.24 OF TITLE 17 OF THE KERMAN MUNICIPAL CODE RELATING TO FENCE MATERIALS AND ADDING SECTION 17.40.080 TO CHAPTER 17.40 OF TITLE 17 OF THE KERMAN MUNICIPAL CODE RELATING TO ELECTRIFIED SECURITY FENCES

WHEREAS, in accordance with Section 17.112.020, subsection B (3) of the Zoning Code, an application has been filed with the Director to initiate Code Text Amendment (OTA) 2024-03; and

WHEREAS, the Planning Commission has conducted a public hearing duly noticed on May 29, 2024; and

WHEREAS, the proposed code text amendment is consistent and compatible with the goals, policies, and implementation programs set forth in the General Plan; and

WHEREAS, the Planning Commission reviewed all the evidence, staff report analysis, and associated revisions and determined that the proposed code text amendment will not be detrimental to the public health, safety, and welfare of the persons residing or working in the City of Kerman; and

WHEREAS, the proposed code text amendment is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), pursuant to Section 15061(b)(3) known as the common sense rule because there is no possibility that this project may have a significant, adverse, impact on the environment. This is because the project involves purely procedural policies with no impacts on the environment; and

WHEREAS, The Planning Commission now desires to recommend to the City Council to amend Section 17.24.030 of Chapter 14.24 of Title 17 of the Kerman Municipal Code relating to Fence Materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to Electrified Security Fences.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED based upon the evidence in the staff report, public testimony, and project file, the Planning Commission recommends the City Council recognizes the appropriateness of Code Text Amendment (OTA) 2024-03, by amending Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to Fence Materials and adding Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to Electrified Security Fences based on the following findings:

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

SECTION 2. Based upon the evidence in the staff report, public testimony, and project file, and as required by Section 17.112.040 (B) of the Kerman Municipal Code, the Planning Commission makes the following findings:

- A. That the proposed code text amendment is consistent and compatible with the goals, policies, and implementation programs set forth in the General Plan; and
- B. That the proposed code text amendment will not be detrimental to the public health, safety, and welfare of the persons residing or working in the City of Kerman; and
- C. That the proposed code text amendment is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), pursuant to Section 15061(b)(3) known as the common sense rule because there is no possibility that this project may have a significant, adverse, impact on the environment.

SECTION 3. Based on the foregoing the Planning Commission recommends that the City Council approve the proposed code text amendment to amend Section 17.24.030 of Chapter 17.24 of Title 17 of the Kerman Municipal Code relating to Fence Materials and add Section 17.40.080 to Chapter 17.40 of Title 17 of the Kerman Municipal Code relating to Electrified Security Fences, attached herein as Exhibit 'A'.

The foregoing resolution was adopted at a regular meeting of the City of Kerman Planning Commission held on June 10, 2024, by the following vote:

AYES: S. Bishop, K. Nehring, R. Felker, C. Molloy

NOES: NONE

ABSTAIN: NONE

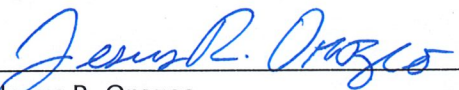
ABSENT: R. Bandy

The foregoing resolution is approved.



Scott Bishop
Chairperson

Attest:



Jesus R. Orozco
Planning Commission Secretary

Exhibit 'A'

ORDINANCE NO. 24-_____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN AMENDING SECTION 17.24.030 OF CHAPTER 17.24 OF TITLE 17 OF THE KERMAN MUNICIPAL CODE RELATING FENCE MATERIALS AND ADDING SECTION 17.40.080 TO CHAPTER 17.40 OF TITLE 17 OF THE KERMAN MUNICIPAL CODE RELATING ELECTRIFIED SECURITY FENCES

THE CITY COUNCIL OF THE CITY OF KERMAN DOES ORDAIN AS FOLLOWS:

SECTION 1. Section 17.24.030 of Chapter 17.24 of the Kerman Municipal Code relating to Fence Materials is hereby amended by deleting subsection (C), to read as follows:

17.24.030 Fence Materials.

- A. Fences shall not be constructed of barbed wire or similar material unless an Administrative Use Permit is first obtained. An Administrative Use permit may be granted only upon the Director finding that extraordinary circumstances requiring the use of barbed wire or similar material apply to the property in question which do not generally apply to property within the city. In no event may an Administrative Use Permit be granted for the use of barbed wire or similar material within three feet of any public right-of-way. The Director may require conditions of approval such as appropriate warning signs on the barbed wire or a similarly constructed fence.
- B. Fences shall be constructed of original material. Fences in residential zones shall not be constructed of chain link, wire mesh, corrugated metal/plastic, or other repurposed material. Chain link fences with privacy slats may be constructed when the fence is not visible from the public right-of-way.

~~C. Electrified fences are prohibited in all zones.~~

SECTION 2. Chapter 17.40 of Title 17 of the Kerman Municipal Code is hereby amended to include a new section, Section 17.40.080 relating to Electrified Security Fences to read as follows:

17.40.080 Electrified Security Fences.

The construction, installation, and use of electrified security fencing shall be allowed in the city only as provided in this section subject to the following:

- A. **Applicability.** This section shall apply to all electrified security fences being installed, constructed, or erected in any permitted location as described in subsection C below. Electrified security fences may be permitted when determined that it is in the best and mutual interest of the public and private to protect and secure; stored

combustible, hazardous, or harmful matter or materials from those working or residing in proximity to said matter or materials.

- B. **Definitions.** The term “electrified security fence” shall mean a fence that has electricity running through it used to protect and secure a property or a part thereof by way of a perimeter alarm system with an assembly of battery-powered equipment, including but not limited to: a monitored alarm device and energizer which is intended to periodically deliver pulses to a security fence, a battery charging device used exclusively to charge the system’s battery, and other integrated components.
- C. **Permitted Locations.**
1. Electrified security fences shall be permitted in the CS-Service Commercial, M1-Light Manufacturing, M2-Heavy Manufacturing, O – Open Space, Recreation, & Public Facilities, and UR – Urban Reserve District.
 2. Electrified security fences shall not encroach onto the public right-of-way.
 3. ~~Electrified security fences shall not be located within 200 feet of an existing public or private school or daycare center.~~
- D. **Conditional Use Permit Applicability.** Electrified security fences shall be subject to a conditional use permit application filed and processed consistent with Chapter 17.84 (Conditional Use Permit) of this Code.
- E. **Compliance with State and Federal Regulations.**
1. Electrified security fences shall comply with the California Civil Code Section 835 and the California Building Code, as amended from time to time, and all requirements in subsections F and G below.
 2. Electrified security fences shall be installed with a permit issued under the requirements of applicable building and electrical codes, and only allowed to be activated after an approved final inspection of the installation.
 3. Fire access, warning signs, electrical connections, etc. shall comply with Building and Fire Code regulations.
- F. **Electrification.** The power and voltage of electric security fences shall be allowed subject to the following standards:

1. Shall conform to the California Civil Code Section 835 and shall only be powered by a commercial storage battery not to exceed 12 volts of direct current (DC) or another approved 12-volt DC or lower voltage-power source.
2. The electric charge produced by the fence upon contact shall not exceed energizer characteristics set forth in paragraph 22.108 and depicted in Figure 102 of International Electro Technical Commission (IEC) Standard No. 60335-2-76, as may be amended.
3. Non-low voltage electrical components (e.g. controllers, transformers) of the electric fencing system shall be approved and listed by an Occupational Safety and Health Act (OSHA) Nationally Recognized Testing Laboratory (NRTL).

G. Development Standards.

1. **Perimeter Fence or Wall.** No electric fence shall be installed or used unless it is completely surrounded by a nonelectrical fence or wall that is a minimum of six feet in height. Should a non-electrical fence not exist, one shall be installed prior to the electric fence being operational. When abutting an existing use, building, or structure, the protective barrier shall consist of a solid material (i.e. wooden fence, block wall, an approved mesh material, or equivalent material).
2. **Setback.** Non-electrical fencing behind which electric fencing is installed shall comply with setbacks of the underlying zone district, but no less than five feet from the property line, whichever is more restrictive shall apply.
3. **Height.** Shall have a maximum height of ten feet regardless of location on the property.
4. **Signage.** Warning signs that read: "Warning-Electric Fence" shall be installed at intervals of not less than 30 feet.
5. **Material.** Electrified security fences shall not include barbed wire, razor wire, ultra-barrier, and other similar materials.
6. **Emergency Access.**
 - a. Any associated alarm system shall be subject to Chapter 9.05 (Public Safety Alarm Systems) of the Kerman Municipal Code.

- b. An electrical disconnect device secured with a Police/Fire X-1 keyway or other approved means for emergency access by Police and Fire Departments shall be provided at a location approved by the Fire Marshal.

SECTION 3. CEQA. A preliminary environmental assessment has been performed for this project pursuant to the California Environmental and Quality Act (CEQA). The City Council finds and determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impact on the environment. Therefore, this project is not subject to CEQA.

SECTION 4. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 5. Effective Date. This ordinance shall become effective thirty (30) days after the date of adoption.

The foregoing ordinance was introduced at a regular meeting of the City of Kerman City Council held on the ____ day of ____, 2024, and was passed and adopted at a regular meeting of the City of Kerman City Council held on ____ day of ____, 2024, by the following vote:

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

The foregoing ordinance is hereby approved.

Maria Pacheco, Mayor

ATTEST:

Josie Camacho, City Clerk

CODE AMENDMENT JUSTIFICATION STATEMENT

October 23, 2023

City of Kerman

AMAROK, LLC is respectfully requesting to amend Kerman Municipal Code to allow for the use of low voltage, electrified perimeter security system fences inside the existing barrier fencing.

The security system is a low voltage, battery powered (12V DC) 10' tall, monitored perimeter alarm system which will be safely located inside of the existing perimeter barrier fence to secure businesses during non-business hours. The perimeter security system (EGD) has proven to be the most effective theft deterrent for businesses across the country. Even in cases where businesses were experiencing theft frequently, the installation of the EGD perimeter security system immediately results in the cessation of any further attempted break-ins and associated loss.

This proposed code amendment is founded on the fundamental right to secure property and protect the interests of its business and employees.

Next, it is important to consider the following facts about the EGD security system:

1. The EGD system operates as a perimeter alarm system. The system includes an audible alarm and a direct-dial service. Moreover, EGD is licensed as an Alarm Company Operator by the California Bureau of Security and Investigative Services (enclosed for reference).
2. The electrified fence component of the EGD system conforms with CA Civil Code Section 835 – Electrified Security Fences (enclosed). This statute references the International Electrotechnical Commission standard 60335-2-76 for the safe design and operation of electrified security fences in California. The EGD security system is certified compliant to this IEC standard by a Nationally Recognized Testing Laboratory.

AMAROK respectfully requests the City of Kerman to consider this request for a code amendment. Much appreciated.

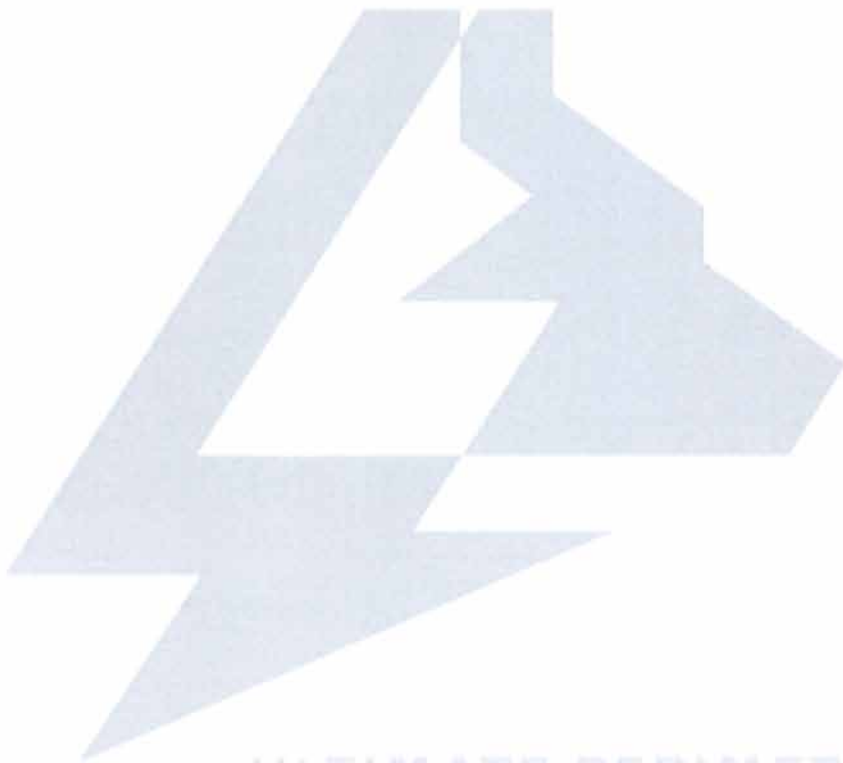


Luis Farias

Senior Manager of Government Relations

AMAROK, LLC

www.AMAROK.com



ULTIMATE PERIMETER SECURITY

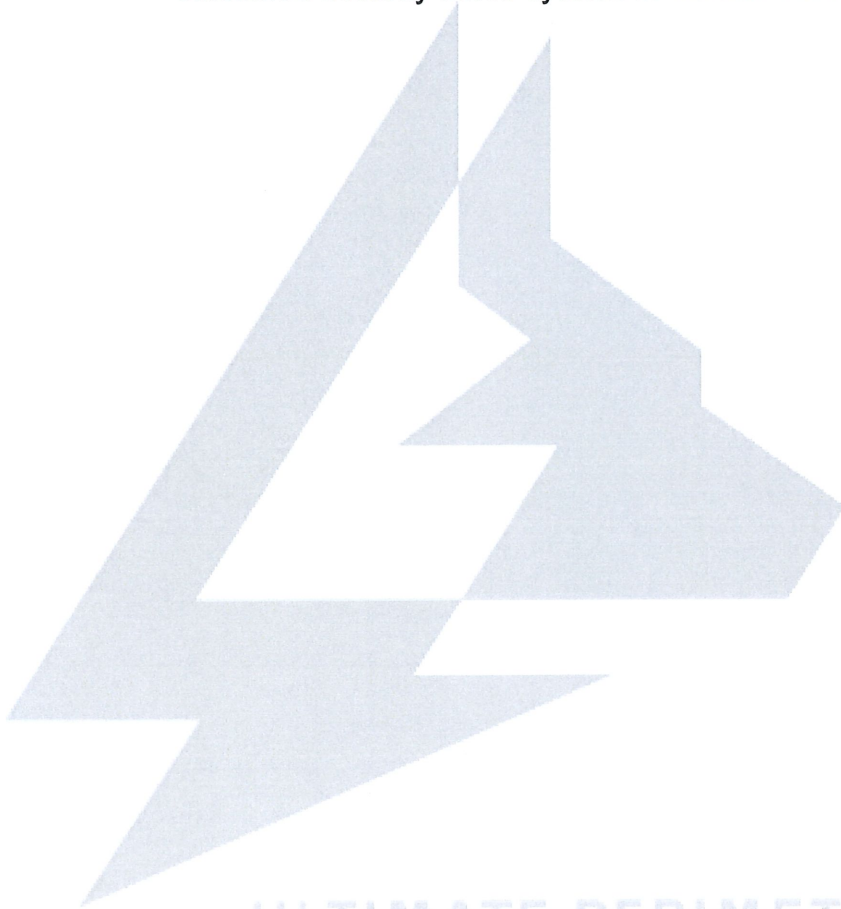
CA – Model Ordinance (Fence Code)

Monitored Electrified Security Fence Systems

Monitored electrified security fence system means a perimeter alarm system with an assembly of battery-powered equipment, including but not limited to: a monitored alarm device and energizer which is intended to periodically deliver pulses to a security fence, a battery charging device used exclusively to charge the system's battery, and other integrated components.

- (a) The construction and use of monitored electrified security fence systems shall be allowed, subject to the following requirements:
- 1) IEC Standard 60335-2-76: Unless otherwise specified herein, monitored electrified security fence systems shall be constructed and operated in conformance with the specifications set forth in International Electrotechnical Commission (IEC) Standard No. 60335-2-76, current edition.
 - 2) Power Source: The energizer for the system must be driven by a commercial storage battery not to exceed 12 volts DC. The storage battery is charged primarily by a solar panel. The solar panel may be augmented by a commercial trickle charger.
 - 3) Perimeter Barrier: Monitored electrified security fence systems shall be installed behind a non-electrified perimeter barrier not less than 5 feet in height.
 - 4) Separation: The monitored electrified security fence system shall be installed 4-inches to 12-inches behind the non-electrified perimeter barrier.
 - 5) Height: Monitored electrified security fence systems shall have a height of 10 feet, or 2 feet higher than the perimeter barrier, whichever is higher.
 - 6) Location: Monitored electrified security fence systems shall be permitted on commercial, manufacturing, or industrial zoned property, or property zoned under another designation, but permitted to be used for a commercial, manufacturing, or industrial purpose. Monitored electrified security fence systems are not allowed on residentially zoned property.
 - 7) Warning Signs: Monitored electrified security fence systems shall be clearly identified with warning signs that read: "Warning-Electric Fence" at intervals of not greater than 30 linear feet.
 - 8) Emergency Access: Before a monitored electrified security fence system is activated, a Knox device shall be approved by the Fire Department. The Knox device will be installed at the main entry gate and fully functional when the monitored electrified security fence system is operational.

- (b) The monitored electrified security fence system shall transmit a signal to an alarm monitoring operator in response to an intrusion or burglary. The system shall not directly connect to or call law enforcement. The business must first verify the alarm event prior to requesting deployment of law enforcement.
- (c) Monitored electrified security fence systems shall be permitted in accordance with City Code for Alarm Systems.
- (d) It shall be unlawful for any person to install, maintain or operate a monitored electrified security fence system in violation of this Section.



ULTIMATE PERIMETER SECURITY



STAFF REPORT

MEETING DATE: July 10, 2024

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution Approving Cellular Tower Lease with T-Mobile West LLC, a Delaware limited liability company, for property located at 15061 West “C” Street, Kerman, also known as Assessor’s Parcel Numbers 023-204-14SU and 023-204-16SU (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving Cellular Tower Lease with T-Mobile West LLC, a Delaware limited liability company, for property located at 15061 West “C” Street, Kerman California also known as Assessor’s Parcel Numbers 023-204-14SU and 023-204-16SU.

DISCUSSION:

In November of 2023, the City purchased the property located at 15061 West “C” Street for redevelopment as a new police station facility. Included in that purchase was an inactive on-site communications tower that is proposed for alteration and activation with equipment by T-Mobile West, LLC.

T-Mobile West, LLC (“T-Mobile”) has proposed a lease agreement (**Exhibit ‘A’** to the Resolution) to modify and use the tower to host its equipment to serve its customers and the local area. The negotiated lease terms were coordinated with and reviewed by the City Attorney, T-Mobile and the Central San Joaquin Valley Risk Management Authority to their mutual satisfaction. The City of Kerman supports the expansion of services that benefit our residents and businesses. Entering into a lease agreement to activate the tower is of mutual benefit to the City and the community.

The summarized terms of the proposed lease are as follows:

1. Term: 5 years (four, five year renewal options)
2. Rent: \$3,000 per month
3. Rent Escalation: 3% per/year upon anniversary date of lease
4. Access and Security; 24 hrs./day, seven days a week access
5. Utilities: To be paid directly by tenant to Utility or if sub-metered to Owner
6. Modifications: At Tenant’s Expense – to include change in fencing.

As stated, a significant condition of the lease is that T-Mobile West LLC, undertake modifications of the existing monopole to accommodate their equipment. T-Mobile’s engineers have proposed modifications that include shortening the height of the monopole to enhance its stability as well as other improvements to the facility.

As part of its due diligence, the City commissioned Cornerstone Structural Engineering Group (CSEG) to peer review T-Mobile's proposed alterations and CSEG agreed that the proposed alterations were appropriate and recommended acceptance by the City. Additional modifications to access and fencing will be completed by T-Mobil in coordination with the redevelopment of the site as approved by the City.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION 24-__

A RESOLUTION OF THE CITY COUNCIL OF KERMAN, CALIFORNIA APPROVING LEASE WITH T-MOBILE WEST LLC, A DELAWARE LIMITED LIABILITY COMPANY FOR USE OF EXISTING COMMUNICATION TOWER LOCATED AT 15061 WEST “C” STREET, KERMAN, CA. ALSO KNOWN AS FRESNO COUNTY ASSESSOR’S PARCEL NUMBERS 023-204-14SU AND 023-204-16SU.

RECITALS

WHEREAS, on September 27, 2023, the City Council of the City of Kerman approved Resolution 23-80 authorizing the Purchase of Real Property 15061 West “C” Street, also known as Fresno County Assessor’s Parcel Numbers 023-204-14SU and 023-204-16SU; and

WHEREAS, the Real Property includes an existing communications tower: and

WHEREAS, T-Mobile West LLC, wishes to improve, modify and lease said tower for use as a cellular communications facility; and

WHEREAS, T-Mobile West LLC shall make alterations and improvements to the tower, supporting equipment and facility acceptable to, and at no cost to, the City; and

WHEREAS, the City finds it beneficial to lease the tower and support telecommunication improvements in the community; and

WHEREAS, the City has received and agreed to the proposed lease presented herein as **Exhibit ‘A’**.

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

- Section 1. The above recitals are true and correct and incorporated herein by reference.
- Section 2. The City Council approves the Lease (**Exhibit ‘A’**) for Communication Tower use by T-Mobile West LLC,
- Section 3. The City Manager is hereby authorized to make minor modifications as needed to perfect the lease and execute all documents necessary as approved by the City Attorney.
- Section 4. This resolution is effective upon adoption.

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

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
City Clerk

LEASE AGREEMENT

This Lease and Easement Agreement (the "Agreement") is effective the date of the last signature on this Agreement (the "Effective Date") by and between City of Kerman, a political subdivision of the State of California ("Landlord"), and T-Mobile West LLC, a Delaware limited liability company ("Tenant").

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

1. **Location.** Landlord and Tenant agree to provide for Tenant's entry upon and access to the location described in the attached **Exhibit A** (the "Property") for Tenant's non-exclusive use of the Property to install and operate telecommunications equipment, including but not limited to, certain space on Landlord's tower ("Tower") and space on the ground (the "Antenna Facilities"). The location and orientation of the Antenna Facilities on the Property, together with all necessary space and easements for access and utilities, is generally described and depicted in the attached **Exhibit B** (the "Premises").

2. **Use.**

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

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

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

3. **Term.** The term of this Agreement shall commence upon the Effective Date (the "Commencement Date"). The initial term granted herein shall continue for a term of five years ("Initial Term"). The Initial Term shall automatically renew for four (4) successive renewal terms of five (5) years each (each a "Renewal Period"). Provided, however, Tenant shall have the right to not renew this Agreement by providing one (1) year's prior written notice to the Landlord. The Initial Term, together with any Renewal Terms are referred to collectively as the "Term."

4. Lease Fee.

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

b) The Lease Fee at each anniversary of the Rent Commencement Date shall be increased by three percent (3%) of the Lease Fee for the immediately preceding year.

5. **Access.** Tenant shall have unimpeded twenty-four-hour-a-day, seven-day-a-week access to the Premises at all times during the term of this Agreement. Tenant agrees to install fencing approved by Landlord around the Premises with a secure access gate at Tenant's expense that provides access to the Premises directly from the public right of way. Upon the Effective Date, Landlord shall provide all applicable access key(s) and a defined and accessible location on the Property for Tenant to install a secure lockbox to store any such access key(s) necessary to allow for 24-hours-a-day, 7-days-a-week physical access to all of Tenant's equipment or conduits. Landlord shall not change the method(s) of access or access key(s), without providing Tenant prior written notice and an updated set of access keys or new access code(s).

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

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

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

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

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

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

9. Hold Harmless. Landlord and Tenant each agree to defend, indemnify, and hold harmless the other party from and against any and all claims, damages, cost and expenses, including reasonable attorney fees, to the extent caused by or arising out of (a) the negligent acts or omissions or willful misconduct in the operations or activities on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants and/or subtenants of the indemnifying party, (b) any spill or other release of any Hazardous Substances (as defined below) on the Property by the indemnifying party or the employees, agents, contractors, licensees, tenants or subtenants of the indemnifying party, or (c) a breach of any obligation of the indemnifying party under this Lease. The indemnifying party's obligations under this subsection are contingent upon its receiving prompt written notice of any event giving rise to an obligation to indemnify the other party and the indemnified party's granting it the right to control the defense and settlement of the same. In no event shall either party be liable for any consequential, special, indirect, or punitive damages, or causes of loss, whether arising from breach of strict liability, contract, tort, or otherwise, and regardless of whether such party was advised of, or should have known, the possibility of such damages.

10. Insurance.

(a) During the Term, Tenant will provide Commercial General Liability insurance at least as broad as Insurance Services Office (ISO) form CG 00 01 in an amount not less than \$2,000,000 per occurrence, \$4,000,000 in the general aggregate, and \$4,000,000 products and completed operations, and ~~be endorsed~~ to include Landlord its officers, officials, employees, and agents as additional insureds on the policy or policies with a blanket additional insured endorsement. The policy shall contain a per project or per location general aggregate endorsement. Coverage shall contain a waiver of subrogation in favor of the Landlord and its officers, officials, employees, and agents. Tenant may satisfy this requirement by obtaining appropriate endorsement to any primary policy of liability insurance Tenant may maintain.

(b) During the Term, Tenant shall provide Automobile Liability insurance coverage for owned, non-owned, and hired autos using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a limit of not less than one million dollars (\$1,000,000) per accident. The policy shall provide that the Landlord shall be included as additional insured. Coverage shall contain a waiver of subrogation in favor of the Landlord and its officers, officials, employees, and agents.

(c) During the Term, Tenant shall, at its sole cost and expense, maintain Statutory Workers' Compensation Insurance and Employer's Liability Insurance for all persons employed directly or indirectly by Vendor. The Statutory Workers' Compensation Insurance and Employer's Liability Insurance shall be provided with limits of not less than \$1,000,000 each accident, \$1,000,000 by disease-policy limit, and

\$1,000,000 by disease-each employee. No proprietor, partner, executive officer, or member shall be excluded. In the alternative, Vendor may rely on a self-insurance program to meet those requirements, but only if the program of self-insurance complies fully with the provisions of the California Labor Code.

(d) Intentionally Omitted.

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

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

If to Tenant:
T-Mobile USA, Inc.
12920 SE 38th Street
Bellevue, WA 98006
Attn: Lease Compliance/SC70098A

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

12. **Termination.**

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

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

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

13. Miscellaneous

- (a) This Agreement may not be modified, and no waiver is effective, except by written agreement signed by both parties. The Tenant acknowledges that Landlord employees have no authority to modify this Agreement except as expressly provided in this Agreement.
- (b) Non-Assignment. Neither party may assign its rights or delegate its obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Tenant will have the right, without consent of Landlord, to sublease (or otherwise transfer or allow the use of) all or any portion of the Premises or assign its rights under this Agreement in whole or in part to: (a) any entity controlling, controlled by or under common control with Tenant; (b) any entity acquiring substantially all of the assets of Tenant; or (c) any successor entity in a merger, acquisition or consolidation involving Tenant. Upon an assignment or transfer, Tenant shall be relieved of all liabilities and obligations and Landlord shall look solely to the transferee for performance under this Lease.
- (c) Governing Law. The laws of the State of California govern all matters arising from or related to this Agreement.
- (d) Jurisdiction and Venue. This Agreement is signed and performed in Fresno County, California. The parties consent to California jurisdiction for actions arising from or related to this Agreement, and, subject to the Government Claims Act, all such actions must be brought and maintained in Fresno County.
- (e) Construction. The final form of this Agreement is the result of the parties' combined efforts. If anything in this Agreement is found by a court of competent jurisdiction to be ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement against either party.
- (f) Days. Unless otherwise specified, "days" means calendar days.
- (g) Headings. The headings and section titles in this Agreement are for convenience only and are not part of this Agreement.
- (h) Severability. If anything in this Agreement is found by a court of competent jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of this Agreement with lawful and enforceable terms intended to accomplish the parties' original intent.
- (i) Nondiscrimination. During the performance of this Agreement, the Landlord shall not unlawfully discriminate against any employee or applicant for employment, or recipient of services, because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, military status or veteran status pursuant to all applicable State of California and federal statutes and regulation.
- (j) No Waiver. Payment, waiver, or discharge by the Tenant of any liability or obligation of the Landlord under this Agreement on any one or more occasions is not a waiver of performance of any continuing or other obligation of the Landlord and does not prohibit enforcement by the Tenant of any obligation on any other occasion.

- (k) Entire Agreement. This Agreement, including its exhibits, is the entire agreement between the Landlord and the Tenant with respect to the subject matter of this Agreement, and it supersedes all previous negotiations, proposals, commitments, writings, advertisements, publications, and understandings of any nature unless those things are expressly included in this Agreement. If there is any inconsistency between the terms of this Agreement without its exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving precedence first to the terms of this Agreement without its exhibits, and then to the terms of the exhibits.
- (l) No Third-Party Beneficiaries. This Agreement does not and is not intended to create any rights or obligations for any person or entity except for the parties.
- (m) Authorized Signature. The Landlord represents and warrants to Tenant that Landlord is duly authorized and empowered to sign and perform its obligations under this Agreement. Tenant represents and warrants to the Landlord that the individual signing this Agreement on behalf of the Tenant is duly authorized to do so and his or her signature on this Agreement legally binds the Tenant to the terms of this Agreement.
- (n) Counterparts. This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[Remaining of page is left blank]

[Signature page follows]

Market: Sacramento
Site Number: SC70098A
Site Name: Kerman

Exhibit 'A'

Section 7, Item A.

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

LANDLORD

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

By: _____

Name: _____

Its: _____

Date: _____

TENANT

T-Mobile West LLC, a Delaware limited liability company

By: _____

Name: _____

Its: _____

Date: _____

EXHIBIT A

Lots 1, 2, 3, and 4 in Block 13 of the Town of Kerman, in the City of Kerman, County of Fresno, State of California, as per map recorded March 27, 1906, in Book 3, Page 31 of Record of Surveys, Fresno County Records.

EXHIBIT B

**THIS EXHIBIT TO BE REPLACED WITH SITE PLAN AND ELEVATION
FROM CONSTRUCTION DRAWINGS PRIOR TO EXECUTION**

