



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, May 10, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome – Mayor
- B. Call to Order
- C. Roll Call
- D. Invocation

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

- E. Pledge of Allegiance

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

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

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Professional Municipal Clerks Week (JAJ)
- B. National Police Week Proclamation (JG)
- C. National Public Works Week (MB)
- D. Sober Graduation Month (JG)

4. REQUEST TO ADDRESS COUNCIL

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

5. CONSENT CALENDAR

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

A. **SUBJECT:** Minutes - April 26, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented.

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

04/02/23 - 04/15/23: \$180,382.67; Retropay & Other: \$265.18; Overtime: \$8,692.79; Standby: \$1,673.19; Comp Time Earned: 13.13

RECOMMENDATION: Council approve payroll as presented.

C. **SUBJECT:** 1. Nos. 26626-26674 \$86,375.49 ACH \$129,813.61

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

D. **SUBJECT:** Resolution Approving Third Amendment to Consultant Services Agreement with Blais & Associates for Grant Writing and Management Services (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving third amendment to consultant services and management services.

6. PUBLIC HEARINGS

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

7. DEPARTMENT REPORTS

A. **SUBJECT:** Resolution Approving Final Map, Subdivision Agreement, and Annexation into Landscaping and Lighting District No. 1 for Tract No. 6293 (JJ)

RECOMMENDATION: Council adopt resolution approving the Final Map, Subdivision Agreement, and annexation into Landscaping and Lighting District No. 1 for Tract No. 6293 and authorizing the Mayor to sign the Subdivision Agreement.

B. **SUBJECT:** Discussion of Assembly Bill 558 and Legislative Advocacy by City of Kerman (JAJ)

RECOMMENDATION: This item was initiated by Council Member Yep. Staff recommends Council discuss Assembly Bill 558 and City legislative advocacy and provide direction, if any.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

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

10. CLOSED SESSION

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

11. ADJOURNMENT

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

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.net or upon request by emailing the City Clerk at publicmeeting@cityofkerman.org or calling (559) 846-9380. The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please contact the City Clerk at (559) 846-9380 or email at publicmeeting@cityofkerman.org so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. The meeting room is accessible to persons with physical disabilities.

AGENDA POSTING CERTIFICATION

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

Date: May 5, 2023 /s/ Marci Reyes, City Clerk



PROFESSIONAL MUNICIPAL CLERKS WEEK

WHEREAS, the Office of the Professional Municipal Clerk, a time honored and vital part of local government exists throughout the world, and

WHEREAS, the Office of the Professional Municipal Clerk is the oldest among public servants, and

WHEREAS, the Office of the Professional Municipal Clerk provides the professional link between the citizens, the local governing bodies and agencies of government at other levels, and

WHEREAS, professional Municipal Clerks have pledged to be ever mindful of their neutrality and impartiality, rendering equal service to all; and

WHEREAS, the Professional Municipal Clerk serves as the information center on functions of local government and community; and

WHEREAS, Professional Municipal Clerks continually strive to improve the administration of the affairs of the Office of the Clerk through participation in educational programs, seminars, workshops and the annual meetings of their state, county and international professional organizations; and

WHEREAS, it is most appropriate we recognize the accomplishments of the Office of the Professional Municipal Clerk.

NOW THEREFORE, the City Council, do recognize the week of April 30, through May 6, 2023, as Professional Municipal Clerks Week, and further extend appreciation to our Professional Municipal Clerk, Marci Reyes and to all Professional Municipal Clerks for the vital services they perform and their exemplary dedication to the communities they represent.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 10th day of May 2023.

Maria Pacheco
Mayor



National Police Week 2023

WHEREAS, National Police Week is to honor the service and sacrifice of those law enforcement officers killed in the line of duty, while protecting our communities and safeguarding our democracy.

WHEREAS, the dedicated men and women who have chosen law enforcement as a career face extraordinary risks and dangers in preserving our freedom and security; and

WHEREAS, it is fitting and proper that we express our gratitude for the dedicated service and courageous deeds of law enforcement officers and for the contributions they have made to the security and well-being of all our people; and

WHEREAS, by a joint resolution approved October 1, 1962, the Congress has requested the President to designate May 15 of each year as Peace Officers Memorial Day and the calendar week during which such May 15 occurs as Police Week; and

WHEREAS, the members of the City of Kerman Police Department play an essential role in safeguarding the rights and freedoms of the citizens of our community.

NOW THEREFORE, BE IT RESOLVED that the Kerman City Council hereby proclaims May 14-20, 2023, as Police Week in the City of Kerman.

BE IT FURTHER RESOLVED that the Kerman City Council publicly salutes the service of law enforcement officers in our community and in communities across the nation and encourages all citizens to express appreciation to those who continue to dedicate themselves to our safety and security.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 10th day of May 2023.

Maria Pacheco
Mayor



National Public Works Week May 21-27, 2023

WHEREAS, public works services are provided for our community/county and are a vital and integral part of our citizens' everyday lives; and

WHEREAS, the support of the community is vital to the efficient operation of public works systems and programs such as water, sewers, streets, fleet maintenance, building maintenance, wastewater treatment, and solid waste collection; and

WHEREAS, the health, safety and comfort of this community greatly depends on these facilities and services; and

WHEREAS, the quality and effectiveness of these facilities, as well as their planning, design and construction, is vitally dependent upon the efforts and skill of public works officials; and

WHEREAS, the efficiency and effectiveness of the qualified personnel who staff the City's Public Works Department are influenced by the people's attitude and understanding of the importance of the work they perform.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Kerman hereby proclaim the week of May 21 - 27, 2023 as "**National Public Works Week.**"

BE IT FURTHER RESOLVED that the City Council pays tribute to our public works professionals, director, supervisors, employees, and engineer, recognizing the substantial contributions they make to protecting our national health, safety, and quality of life.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 10th day of May 2023.

Maria Pacheco
Mayor



SOBER GRADUATION MONTH Kerman Unified School District

WHEREAS, “Sober Graduation Month” is an effective anti-DUI driving campaign encouraging sober graduation events geared toward Kerman High Seniors;

WHEREAS, May and June are the traditional months to celebrate the completion of high school and the commencement to adult life for graduating seniors Statewide; and

WHEREAS, High School Graduation is a milestone marked by proms, parties, and other celebrations; and

WHEREAS, These celebrations have often been occasions for the illegal consumption of alcohol by underage high school students, too many of whom drive a motor vehicle on public roadways; and

WHEREAS, This behavior has frequently ended in the tragic death or injury of those persons involved as well as other motorists, passengers, and pedestrians; and

WHEREAS, Sober Graduation parties and activities have saved the lives of hundreds of motorists and passengers in this community by giving young celebrants an alcohol-free alternative for celebrating the graduation season; and

WHEREAS, Sober Graduation has proven to be safe and effective way of celebrating graduation and marking the end of the school year.

NOW THEREFORE, BE IT RESOLVED that the Kerman City Council hereby proclaims May 28, through June 30, 2023, as “Sober Graduation Month,” in the City of Kerman.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 10th day of May 2023.

Maria Pacheco
Mayor



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, April 26, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome – Mayor
- B. Call to Order - **6:03 p.m.**
- C. Roll Call

PRESENT: Mayor Maria Pacheco, Mayor Pro Tem Bill Nijjer, Council Member Gary Yep, Council Member Jennifer Coleman. ABSENT: Council Member Herrera

- D. Invocation - **Mayor Pacheco**
- E. Pledge of Allegiance – **Performed**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Item 4.D removed. Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer
Voting Yea: Mayor Pacheco, Council Member Coleman, Council Member Yep, Council Member Nijjer

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Recognition of Kerman High School Mariachi De Leon (TJ) - **Performed**
- B. Introduction of Ruth Belmonte, Code Enforcement Official (JAJ) - **Performed**
- C. Economic Development Corporation Update (JAJ) – **Performed**

4. REQUEST TO ADDRESS COUNCIL - Daniel Perez

5. CONSENT CALENDAR

Removed Item 4.D from consent. Motion made by Council Member Yep, Seconded by Council Member Coleman. Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer, Council Member Yep, Council Member Coleman

- A. **SUBJECT:** Minutes - April 12, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll

03/05/23 - 03/18/23: \$184,223.89; Overtime: \$8,830.63; Standby: \$1,463.92; Comp Time Earned: 61.88

03/19/23 - 04/01/23: \$183,026.48; Overtime: \$14,834.19; Standby: \$1,644.40; Comp Time Earned: 45.00

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 26477-26624 \$155,271.42 ACH \$82,040.07

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

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

RECOMMENDATION: Council by motion adopt 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 23-31**

E. SUBJECT: Amendment to Agreement for Legal Services with Montoy Law Corporation (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving Amendment No. 2 Agreement for Legal Services with Montoy Law Corporation adjusting rates. **Res 23-32**

6. PUBLIC HEARINGS - None**7. DEPARTMENT REPORTS****A. SUBJECT: Request for a Public Convenience or Necessity for a Type 20 (Off-Sale Beer and Wine) ABC License for Vikram Vohra and Vinay Vohra (Fast N Esy) Located at 14195 W Whitesbridge Rd. (JRO)**

RECOMMENDATION: Council by motion, review and consider adoption of a Resolution Adopting Findings of Public Convenience or Necessity for a Type 20 (Off-Sale Beer & Wine) ABC License for Vikram Vohra and Vinay Vohra (Fast N Esy) Located at 14195 W Whitesbridge Rd. Which Has Received a Conditional Use Permit by the City's Planning Commission

Motion made by Mayor Pro Tem Nijjer, Seconded by Council Member Coleman. Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer, Council Member Coleman Recuse: Council Member Yep; (similar business) Res 23-33

- B. SUBJECT:** Award of Contract for the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031) to Asphalt Design By Juan Gomez. (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding the contract for the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031), to Asphalt Design By Juan Gomez in the amount of \$108,444.00 and authorize the City Manager to sign the contract.

Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer. Voting Yea: Mayor Pacheco, Council Member Coleman, Council Member Yep, Mayor Pro Tem Nijjer Res 23-34

- C. SUBJECT:** Consideration of Opposition to Initiative No. 21-0042A1, the Taxpayer Protection and Government Accountability Act as proposed by the California Business Roundtable (JAJ)

RECOMMENDATION: Council by motion adopt resolution opposing Initiative No. 2-0042A1, the Taxpayer Protection and Government Accountability Act as proposed by the California Business Roundtable.

Motion made by Mayor Pro Tem Nijjer, Seconded by Council Member Coleman. Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman Res 23-35

D. Item Removed

SUBJECT: Consideration of City's position and possible Resolution regarding Assembly Bill 558 which proposes to change the governance structure of the Fresno County Transportation Agency and enact other project conditions (JAJ)

RECOMMENDATION: Staff recommends City Council:

1. Consider Assembly Bill 558 which proposes to change the governance structure of the Fresno County Transportation Agency and impose wage and environmental review conditions on funded projects; and
2. Determine whether to adopt a position in support or opposition to the proposed bill; and
3. Adopt resolution accordingly that communicates the Council's position to the bill's author Assembly Arambula, the Assembly Committee on Local Government, Cal Cities and Fresno County Transportation Authority.

- E. SUBJECT:** Council Reassignments for Committees, Commissions and Boards (MR)

RECOMMENDATION: Council discuss the reassignments and by minute order approve appointments.

Approved by Minute Order appointing Michael Barajas and Gary Yep to the Fresno Co. Mosquito and Vector Control Board Motion made by Mayor Pacheco, Seconded by Council Member Yep. Voting Yea: Mayor Pro Tem Nijjer, Council Member Coleman, Mayor Pacheco, Council Member Nijjer Approved by Minute Order appointing Ismael Herrera as alternate for the Upper Kings Basin Water Authority Motion made by Mayor Pro Tem Nijjer, Seconded by Council Member Yep. Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman

- F. **SUBJECT:** Presentation and discussion with possible direction of staff of Fiscal Year 23-24 City Council Priorities, Goals and Staff Work Plan Alignment (JAJ)

RECOMMENDATION: City Council receive presentation by staff to identify and discuss proposed priorities, projects, goals and alignment of Departmental work plans pursuant to the approval and direction of the City Council for Fiscal Year 23-24. **Presented**

8. CITY MANAGER/STAFF COMMUNICATIONS

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

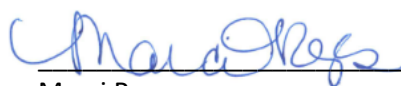
10. CLOSED SESSION - None

11. ADJOURNMENT - 8:22 p.m.

MINUTES CERTIFICATION

I, MARCI REYES, 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: April 27, 2023



Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: April 02, 2023 - April 15, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS	COMP TIME
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	SALARY	EARNED
ADMINISTRATION										
Alvarez, Josefina	\$ 3,748.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,748.31	-
Camacho, Josie	\$ 2,515.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,515.54	-
Cheema, Akayla	\$ 2,356.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,356.62	-
Gonzalez, Diana	\$ 3,553.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,553.84	-
Jansons, John	\$ 6,678.60	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,678.60	-
Linares, Vanessa	\$ 1,566.15	\$ -	1.00	\$ 29.00	-	\$ -	-	\$ -	\$ 1,595.15	-
Lopez, Jacqueline	\$ 2,221.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,221.08	-
Mendoza Hernandez, Ariana	\$ 1,751.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,751.23	-
Mendoza, Gabriela	\$ 2,019.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,019.38	-
Reyes, Marcia	\$ 3,669.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,669.51	-
Sandoval, Veronica	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
TOTAL	\$ 31,574.41	\$ -	1.00	\$ 29.00	-	\$ -	-	\$ -	\$ 31,603.41	-
REC/SOCIAL										
Acosta-Parra, Melany	\$ 85.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 85.25	-
Aguilar, Corina	\$ 77.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 77.50	-
Arredondo, Raquel	\$ 104.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 104.00	-
Brar, Manreet	\$ 147.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 147.25	-
Burdine-Slaven, Jeanna	\$ 2,248.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,248.62	-
Barrett, Shannon	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	-
Escamilla, Paloma	\$ 104.63	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 104.63	-
Flores, Haley	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	-
Garcia, Anthony	\$ 1,439.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,439.08	-
Hurlbert, Ronald	\$ 383.63	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 383.63	-
Jauriqui, Jose	\$ 594.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 594.00	-
Johnson, Theresa	\$ 3,186.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,186.62	-
Lujan, Vanessa	\$ 340.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 340.00	-
Martinez, Aylah	\$ 538.63	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 538.63	-
Martinez, Jeness	\$ 112.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 112.38	-
Martinez Lopez, Jose	\$ 589.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 589.00	-
Negrete, Dean	\$ 1,586.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,586.31	-
Ortiz, Maryjane	\$ 155.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 155.00	-
Pena, Mercedes	\$ 124.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 124.00	-
Ruiz, Rosalba	\$ 627.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 627.00	-
Salvador, Mark	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Sidhu, Nirmal	\$ 2,054.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,054.77	-
Silva, Jessica	\$ 403.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 403.00	-
Tovar, Jessica	\$ 100.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 100.75	-
Villarreal, Arlene	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	1.50
TOTAL	\$ 23,462.56	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,462.56	1.50
POLICE										
Antuna, Miguel	\$ 2,714.12	\$ -	12.50	\$ 605.83	-	\$ -	-	\$ -	\$ 3,319.95	-
Arciga, Jose	\$ 2,809.42	\$ -	10.00	\$ 497.22	-	\$ -	-	\$ -	\$ 3,306.63	-
Barbosa, Isaias	\$ 2,902.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,902.48	-
Barcoma, Wilbert	\$ 4,272.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,272.23	-
Barra, Brenden	\$ 2,070.80	\$ -	1.75	\$ 62.76	-	\$ -	-	\$ -	\$ 2,133.56	-
Belding, Jeff	\$ 3,578.45	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,578.45	-
Castro, Jaclynn	\$ 2,116.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,116.08	6.00
Chapman, Tom	\$ 3,604.18	\$ 265.18	26.00	\$ 1,644.35	-	\$ -	-	\$ -	\$ 5,513.70	-
Clark, Patrick	\$ 2,382.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,382.12	-
Coronado, Krystal	\$ 2,018.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,018.15	-
Corrales, Edith	\$ 1,120.00	\$ -	4.50	\$ 118.13	-	\$ -	-	\$ -	\$ 1,238.13	-
Cubillos, Theresa	\$ 2,764.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,764.38	-
Garcia, Andrew	\$ 2,067.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,067.69	-
Gempis, Danzel	\$ 1,875.23	\$ -	24.00	\$ 792.51	-	\$ -	-	\$ -	\$ 2,667.74	-
Golden, John	\$ 5,005.20	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,005.20	-
Gutierrez, Gloria	\$ 2,135.40	\$ -	3.06	\$ 120.29	-	\$ -	-	\$ -	\$ 2,255.69	-
Inthasone, Bryant	\$ 1,968.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,968.92	0.38
Irazoqui, Mario	\$ 1,706.86	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,706.86	-
Levandusky, James	\$ 2,342.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,342.13	-
Lopez, Matt	\$ 892.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 892.50	-

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: April 02, 2023 - April 15, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Lozano, Daniel	\$ 1,521.20	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,521.20	-
Lozano, Patricia	\$ 1,320.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,320.46	-
Mendoza, Sandra	\$ 3,084.31	\$ -	11.00	\$ 600.94	-	\$ -	-	\$ -	\$ 3,685.24	-
Molina, Jesus	\$ 2,305.19	\$ -	3.00	\$ 81.44	-	\$ -	-	\$ -	\$ 2,386.63	5.25
Quintanilla, Rodolfo	\$ 2,080.65	\$ -	0.33	\$ 11.89	-	\$ -	-	\$ -	\$ 2,092.54	-
Rodriguez, Mary	\$ 2,257.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,257.69	-
Roth, Adriana	\$ 2,080.65	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,080.65	-
Ruiz, Jose	\$ 1,984.61	\$ -	4.00	\$ 137.29	-	\$ -	-	\$ -	\$ 2,121.91	-
Vasquez, Francisco	\$ 1,947.11	\$ -	13.25	\$ 454.79	-	\$ -	-	\$ -	\$ 2,401.90	-
Velez, Bernice	\$ 1,645.36	\$ -	7.00	\$ 215.95	-	\$ -	-	\$ -	\$ 1,861.32	-
TOTAL:	\$ 70,573.58	\$ 265.18	\$ 120.39	\$ 5,343.38	\$ -	\$ -	\$ -	\$ -	\$ 76,182.14	\$ 11.63

PUBLIC WORKS

Arrellano, Antonio	\$ 1,799.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,799.23	-
Barajas, Michael	\$ 3,583.56	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,583.56	-
Camacho, Armando	\$ 1,799.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,799.23	-
Castro, Joseph	\$ 2,959.55	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,959.55	-
Cervantes, Pedro	\$ 1,331.24	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,331.24	-
Cruz-Villalobos, Eulises	\$ 1,174.32	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,174.32	-
Garcia, Destiny	\$ 1,459.20	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,459.20	-
Garcia, Guadalupe	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Gastelum, Humberto	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Gutierrez Olivarez, Norberto	\$ 1,511.08	\$ -	8.24	\$ 231.19	-	\$ -	3.00	\$ 56.67	\$ 1,798.94	-
Hernandez, Julian	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Isaak, Denise	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
Jimenez, Gabriela	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Kaur, Harmeen	\$ 1,848.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,848.64	-
Lopez, Joel	\$ 1,174.32	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,174.32	-
Lopez, Josue	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Martinez, Jaime	\$ 1,288.49	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,288.49	-
Morales, Andres	\$ 1,715.69	\$ -	1.00	\$ 31.23	-	\$ -	2.00	\$ 41.64	\$ 1,788.57	-
Ortiz, Carlos	\$ 1,913.69	\$ -	36.50	\$ 1,409.42	-	\$ -	32.00	\$ 745.48	\$ 4,068.59	-
Perez, Ruben Lopez	\$ 1,775.08	\$ -	2.00	\$ 66.57	-	\$ -	-	\$ -	\$ 1,841.64	-
Ramirez, Manuel	\$ 2,516.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,516.00	-
Rivera, Coty	\$ 2,057.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,057.54	-
Sanchez, Daniel	\$ 2,507.48	\$ -	30.00	\$ 1,582.01	-	\$ -	27.00	\$ 829.40	\$ 4,918.89	-
Soto, Samuel	\$ 1,794.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,794.15	-
Tinoco, Alfonso	\$ 2,210.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,210.46	-
Valdivia, Blanco	\$ 945.98	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 945.98	-
TOTAL	\$ 48,583.95	\$ -	77.74	\$ 3,320.41	-	\$ -	\$ 64.00	\$ 1,673.19	\$ 53,577.55	\$ -

PLANNING

Campos, Manuel	\$ 1,845.02	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,845.02	-
Orozco, Jesus	\$ 3,593.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,593.15	-
TOTAL	\$ 5,438.17	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 5,438.17	\$ -

PLANNING

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

COUNCIL

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

	Total		\$ 375.00		Total		\$ 375.00			
GRAND TOTAL:	\$180,382.67	\$265.18	199.13	\$8,692.79	-	\$0.00	64.00	\$1,673.19	\$ 191,013.83	13.13

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 5/4/2023 8:44 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10517	FEDERAL TAXES PAYROLL	04/07/2023	
	040723	C PAYROLL TAX DEPOSIT- 04/07/23 FICA M		5,699.84
	040723	C PAYROLL TAX DEPOSIT- 04/07/23 FICA P/		24,371.58
	040723	C PAYROLL TAX DEPOSIT- 04/07/23 FIT PAY		13,327.78
Total for this ACH Check for Vendor 10517:				43,399.20
ACH	10518	KERMAN POLICE OFFICERS ASSN	04/07/2023	
	040723	C MEMBERSHIP DUES - 04/07/23		765.50
Total for this ACH Check for Vendor 10518:				765.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	04/07/2023	
	040723	C MEMBERSHIP DUES- 04/07/23		172.50
Total for this ACH Check for Vendor 10519:				172.50
ACH	10520	ICMA-RC	04/07/2023	
	040723	C DEFERRED LOAN COMP- 04/07/23		2,567.40
Total for this ACH Check for Vendor 10520:				2,567.40
ACH	10522	CALPERS	04/07/2023	
	040723	C EMPLOYER PAID CONTRIBUTIONS 04/07		15,955.17
	040723	EMPLOYEE PAID CONTRIBUTIONS 04/07/2		12,680.92
Total for this ACH Check for Vendor 10522:				28,636.09
Total for 4/7/2023:				75,540.69
Report Total (5 checks):				75,540.69

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
Printed: 5/4/2023 8:44 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10644	US BANK EQUIPMENT FINANCE	04/21/2023	
	499033652	ADM- COPIER LEASE CONTRACTS- APRIL		35.60
	499033652	ADM- COPIER LEASE CONTRACTS- APRIL		86.10
	499033652	ADM- COPIER LEASE CONTRACTS- APRIL		179.82
	499033652	ADM- COPIER LEASE CONTRACTS- APRIL		8.90
	499033652	ADM- COPIER LEASE CONTRACTS- APRIL		111.21
	499033652	ADM- COPIER LEASE CONTRACTS- APRIL		66.73
	499033652	ADM- COPIER LEASE CONTRACTS- APRIL		111.21
	499033652	ADM- COPIER LEASE CONTRACTS- APRIL		111.21
Total for this ACH Check for Vendor 10644:				710.78
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	04/21/2023	
	042123	C PR TAX DEPOSIT- 04/21/23 SDI PAYABLE=		1,670.87
	042123	C PR TAX DEPOSIT- 04/21/23 SIT PAYABLE=		3,915.28
Total for this ACH Check for Vendor 10147:				5,586.15
ACH	10517	FEDERAL TAXES PAYROLL	04/21/2023	
	042123	C PAYROLL TAX DEPOSIT- 04/21/23 FICA P/		23,181.96
	042123	C PAYROLL TAX DEPOSIT- 04/21/23 FIT PAY		13,331.51
	042123	C PAYROLL TAX DEPOSIT- 04/21/23 FICA M		5,421.50
Total for this ACH Check for Vendor 10517:				41,934.97
ACH	10518	KERMAN POLICE OFFICERS ASSN	04/21/2023	
	042123	C MEMBERSHIP DUES- 04/21/23		765.50
Total for this ACH Check for Vendor 10518:				765.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	04/21/2023	
	042123	C MEMBERSHIP DUES- 04/21/23		165.00
Total for this ACH Check for Vendor 10519:				165.00
ACH	10520	ICMA-RC	04/21/2023	
	042123	C DEFERRED COMP- 04/21/23		2,242.40
	042123	C LOAN PAYMENTS		2,868.12
Total for this ACH Check for Vendor 10520:				5,110.52
Total for 4/21/2023:				54,272.92
Report Total (6 checks):				54,272.92

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
Printed: 5/4/2023 8:48 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
26626	12387 042123	ALVITRE CIVIL CONSTRUCTORS INC WTR- REFUND ON WATER METER RENTAL	04/27/2023	805.00
Total for Check Number 26626:				805.00
26627	10054 231030008081	BLUE SHIELD OF CALIFORNIA HR- MAY MEDICAL COVERAGE	04/27/2023	48,265.79
Total for Check Number 26627:				48,265.79
26628	12358 042123	CAL VALLEY CONSTRUCTION INC WTR- REFUND ON WATER METER RENTAL	04/27/2023	1,000.00
Total for Check Number 26628:				1,000.00
26629	10064 37916 37916	CAL VALLEY PRINTING VAR- JACKETS WITH CITY LOGO VAR- JACKETS WITH CITY LOGO	04/27/2023	121.24 60.62
Total for Check Number 26629:				181.86
26630	10078 0195001403-01	CALIFORNIA STATE DISBURSEMENT C WITHHOLDING ORDER P/R DATE 04/21/2	04/27/2023	319.93
Total for Check Number 26630:				319.93
26631	12179 23-0414CPRS	CITY OF REEDLEY REC- SHARE OF COST- HOTEL & PARKING	04/27/2023	470.84
Total for Check Number 26631:				470.84
26632	10103 34202050501393 34202050501393	COLONIAL LIFE ROUNDING ADJ HR- APRIL EMPLOYEE CONTRIBUTION	04/27/2023	-0.03 604.12
Total for Check Number 26632:				604.09
26633	12390 00335779	SELENA CURIEL CTC- SH DEPOSIT 04/15/23	04/27/2023	100.00
Total for Check Number 26633:				100.00
26634	11922 042723 042723 042723 042723 042723 042723 042723 042723	D & S ELECTRONIC RECYCLING TECH-RECYCLING OF ELECTRONIC EQUIP TECH-RECYCLING OF ELECTRONIC EQUIP TECH-RECYCLING OF ELECTRONIC EQUIP TECH-RECYCLING OF ELECTRONIC EQUIP TECH-RECYCLING OF ELECTRONIC EQUIP TECH-RECYCLING OF ELECTRONIC EQUIP TECH-RECYCLING OF ELECTRONIC EQUIP TECH-RECYCLING OF ELECTRONIC EQUIP	04/27/2023	28.90 6.81 0.66 5.78 3.30 17.89 0.83 0.83

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		10.74
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		2.48
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		2.39
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		6.19
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		0.45
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		28.90
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		2.06
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		1.07
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		3.48
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		0.83
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		0.58
	042723	TECH-RECYCLING OF ELECTRONIC EQUI		0.83
Total for Check Number 26634:				125.00
26635	10144	ELBERT DISTRIBUTING INC	04/27/2023	
	PI0051920	VE MAINT- PWR STEER FLUID MAFS CLE/		31.70
	PI0051920	PD MAINT- PWR STEER FLUID MAFS CLE/		31.70
Total for Check Number 26635:				63.40
26636	10151	EWING IRRIGATION PRODUCTS	04/27/2023	
	19165870	MEDIANS- IRRIGATION SUPPLIES		436.44
Total for Check Number 26636:				436.44
26637	11550	FRESNO COUNTY SHERIFFS OFFICE -	04/27/2023	
	#2022-5723	C FTB-WAGE GARNISHMENT P/R DATE - 0-		137.00
Total for Check Number 26637:				137.00
26638	10162	FRESNO COUNTY TREASURER	04/27/2023	
	SO20458	PD- 3RD QTR PRISONER PROCESSING SER		201.30
Total for Check Number 26638:				201.30
26639	12389	ROSA GARCIA	04/27/2023	
	00307400	CTC- CTC DEPOSIT 04/15/23		400.00
Total for Check Number 26639:				400.00
26640	12159	MARIANA GONZALEZ	04/27/2023	
	00328907	CTC- SH DEPOSIT 04/15/23		100.00
Total for Check Number 26640:				100.00
26641	11358	GREAT AMERICA FINANCIAL SERVICE	04/27/2023	
	33825737	WTR- LANIER MPC307 COPIER WWTP		70.35
	33825737	SWR- LANIER MPC307 COPIER WWTP		70.34
Total for Check Number 26641:				140.69
26642	12151	HO GENERAL AUTO REPAIR AND TIRI	04/27/2023	
	1692	VE REP- WHEEL ALIGNMENT #1373		65.00
Total for Check Number 26642:				65.00
26643	10219	JENSEN & PILEGARD INC	04/27/2023	
	668400	VE EQUIP- CARBURETOR FOR SPRAYER		48.58
Total for Check Number 26643:				48.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26644	11923 160661	JOE A GONSALVES & SON ADM- PROFESSIONAL LEGISLATIVE REPR	04/27/2023	1,250.00
		Total for Check Number 26644:		1,250.00
26645	10231 042023	KERMAN AUTO TECH AND SMOG VE REP- REPLACE IGNITION COILS #1397	04/27/2023	295.00
		Total for Check Number 26645:		295.00
26646	11142 100928378 100928378	KIMBALL MIDWEST VE REP- TERMINALS & CONNECTORS PD REP- TERMINALS & CONNECTORS	04/27/2023	42.23 42.23
		Total for Check Number 26646:		84.46
26647	10250 238217 238594	LIEBERT CASSIDY WHITMORE ADM- ADMIN-HR PERSONNEL MATTER- 0: ADM- ADMIN-HR PERSONNEL MATTER- 0:	04/27/2023	1,990.00 5,664.00
		Total for Check Number 26647:		7,654.00
26648	12393 00335467 00335467 00335467	MICHAEL LOPEZ CS- ALMOND FEST REFUND- FOOD VEND CS- ALMOND FEST REFUND- FOOD VEND CS- ALMOND FEST REFUND- FOOD VEND	04/27/2023	4.00 6.33 74.67
		Total for Check Number 26648:		85.00
26649	12392 335531	MASTEC FIN- REFUND COMPANY FOR PAYMENT M	04/27/2023	450.00
		Total for Check Number 26649:		450.00
26650	10265 042123	MONTOY LAW CORPORATION CC- CC-MARCH LEGAL FEES	04/27/2023	8,436.00
		Total for Check Number 26650:		8,436.00
26651	10272 001520499838 001520499838 001520499838 001520499838	MUTUAL OF OMAHA HR- MAY VOLUNTARY LIFE HR- MAY LTD INS EMPLOYEE HR- MAY LIFE INSURANCE HR- MAY LTD INS EMPLOYER	04/27/2023	1,167.16 586.09 502.77 586.09
		Total for Check Number 26651:		2,842.11
26652	11014 NT15236	NET TRANSCRIPTS PD- TRANSCRIPTION FOR IA 22-001	04/27/2023	71.64
		Total for Check Number 26652:		71.64
26653	10282 305607609001 305607609001 306649663001 306649663001 306649663001 306649663001 306649663001 308464005001	OFFICE DEPOT PD- OFFICE SUPPLIES PD- CHAIRMATS FIN- OFFICE SUPPLIES FIN- OFFICE SUPPLIES FIN- OFFICE SUPPLIES FIN- OFFICE SUPPLIES FIN- OFFICE SUPPLIES ADM- TRAINING OFFICE SUPPLIES	04/27/2023	89.12 117.20 82.31 210.34 155.47 16.45 77.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26653:				748.63
26654	10305	PITNEY BOWES BANK INC PURCHASI	04/27/2023	
	8000-9090-0159-	VAR- POSTAGE FOR METER		87.42
	8000-9090-0159-	VAR- POSTAGE FOR METER		96.72
	8000-9090-0159-	VAR- POSTAGE FOR METER		10.08
	8000-9090-0159-	VAR- POSTAGE FOR METER		1.80
	8000-9090-0159-	VAR- POSTAGE FOR METER		31.80
	8000-9090-0159-	VAR- POSTAGE FOR METER		43.80
	8000-9090-0159-	VAR- POSTAGE FOR METER		2.46
	8000-9090-0159-	VAR- POSTAGE FOR METER		38.82
	8000-9090-0159-	VAR- POSTAGE FOR METER		1.44
	8000-9090-0159-	VAR- POSTAGE FOR METER		21.00
	8000-9090-0159-	VAR- POSTAGE FOR METER		160.20
Total for Check Number 26654:				495.54
26655	10316	R G EQUIPMENT OF FRESNO INC	04/27/2023	
	142336	VE EQUIP- BLADES FOR TORO MOWERS		589.32
Total for Check Number 26655:				589.32
26656	10324	RIVERSIDE NURSERY & LANDSCAPE	04/27/2023	
	1664	MEDIANS- PLANTS FOR MEDIANS		730.56
Total for Check Number 26656:				730.56
26657	12391	PATRICIA SANTANA	04/27/2023	
	00331949	CTC- SH RENTAL REV		200.00
	00331949	CTC- SH DEPOSIT 07/01/2023		100.00
	00331949	CTC- ALCOHOL PERMIT		15.00
Total for Check Number 26657:				315.00
26658	10862	SIGNMAX	04/27/2023	
	0043562-IN	BLDG- NO PARKING SIGNS FOR SHOP		94.27
	0043563-IN	VE CAP- LOGO AND NUMBER DECALS FO		72.81
Total for Check Number 26658:				167.08
26659	11650	SITEONE LANDSCAPE SUPPLY COMP/	04/27/2023	
	128748069-001	MEDIANS- IRRIGATION SUPPLIES- GOLDE		116.21
	128748521-001	MEDIANS- IRRIGATION SUPPLIES- GOLDE		432.28
	128951068-001	MEDIANS- IRRIGATION SUPPLIES- GOLDE		61.20
Total for Check Number 26659:				609.69
26660	10561	SOUTHERN COMPUTER WAREHOUSE	04/27/2023	
	INV00765752	SWR- DESKTOP SCANNER- DESTINY		115.21
	INV00765752	WTR- DESKTOP SCANNER- DESTINY		115.21
	INV00765752	STRTS- DESKTOP SCANNER- DESTINY		115.21
	INV00769909	WTR- DESKTOP SCANNERS-DENISE		57.61
	INV00769909	STRTS- DESKTOP SCANNERS-DENISE		57.61
	INV00769909	SD- DESKTOP SCANNERS- HARMEEN		345.64
	INV00769909	SWR- DESKTOP SCANNERS-DENISE		57.61
	INV00769909	LLD- DESKTOP SCANNERS-DENISE		57.60
	INV00769909	SD- DESKTOP SCANNERS- DENISE		57.60
	INV00769909	PARKS- DESKTOP SCANNERS-DENISE		57.60
Total for Check Number 26660:				1,036.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26661	12368	SPECIALTY HOSE EXPRESS LLC	04/27/2023	
	33242	PARKS- 12 PAIRS- GREEN NITRILES GLOV		8.71
	33242	LLD- 12 PAIRS- GREEN NITRILES GLOVES		8.72
	33242	STRTS- 12 PAIRS- GREEN NITRILES GLOVE		8.72
Total for Check Number 26661:				26.15
26662	11162	STATEWIDE TRAFFIC SAFETY & SIGN	04/27/2023	
	04010738	STRTS- CONES		342.39
Total for Check Number 26662:				342.39
26663	10863	SWRCB	04/27/2023	
	GR D1 WD OPER	WTR- GR D1 WTR DIST OP RE-EXAM - J. LC		30.00
Total for Check Number 26663:				30.00
26664	10168	UNITY IT	04/27/2023	
	365197	TECH- REPLACEMENT LAPTOP FOR FLEET		998.30
Total for Check Number 26664:				998.30
26665	10391	VALLEY FARM SUPPLY STORES	04/27/2023	
	030223	SWR- SWR SUPPLIES 5 INV <\$50		151.41
	030223	VE EQUIP- VE EQUIP SUPPLIES 4 INV <\$50		130.11
	030623	LLD- LLD SUPPLIES 4 INV <\$50		123.52
	030723	PARKS- PARK SUPPLIES 3 INV <\$50		39.02
	030723	WTR- WTR SUPPLIES 5 INV <\$50		84.88
	030723	STRTS- STREET SUPPLIES 8 INV <\$50		175.31
	030823	BLDG- JANITORIAL SUPPLIES- 4 INV <\$50		56.34
	031723	PD- SUPPLIES FOR GUN RANGE LIGHTS 5		56.99
	032323	MEDIANS- MEDIAN SUPPLIES 3 INV <\$50		66.43
	153099	EQUIP- STIHL BAR & CHAIN		74.52
	153140	EQUIP- STIHL ROPE GUIDE		329.46
	153225	MEDIANS- STAKES UTIL KNIVES GLOVES		245.81
	153347	PD REP- PD REP SUPPLIES 1 INV <\$50		5.27
	153363	STRTS- CHAIN LOOP CHAINS		105.89
	153421	SWR- WRENCH COMBS		83.89
	153603	SDWLK REP- BLADE FRAME BUILDERS C		87.10
	153696	WTR- PLIERS TROWEL HAMMER GLASSES		89.30
	175881	STRTS- WEED BURNER (DIVIDERS 180)		99.60
	175889	BLDG- CIRCUIT BATTERY BALLAST		94.76
	175902	SWR 50%- 3 SHOVELS		44.12
	175902	WTR 50%- 3 SHOVELS		44.12
	175955	VE SUPP- LITH BATTERY RATCHET		76.27
	176099	VE SUPP- VE SUPPLIES 1 INV <\$50		3.24
	176166	EQUIP- GATOR LINE FOR WEED EATERS		239.72
	176304	LLD- IRRIGATION SUPPLIES		65.24
	176456	VE REP- VE REP SUPPLIES 1 INV <\$50		14.15
	176501	LLD- 3 SHOVELS		98.03
	176529	EQUIP- STIHL OIL FILTERS BLADES		332.52
	176530	VE SUPP- 3 BATTERY PACK FOR POWER TO		457.66
	176587	EQUIP- STIHL CHAIN		70.60
	176653	PARKS- GAS CANS TIEDOWN CORD MARK		136.25
Total for Check Number 26665:				3,681.53
26666	12388	WATERLINE TECHNOLOGIES INC	04/27/2023	
	5626168	WTR- STENNER CHLORINATOR PUMP		967.78

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 26666:	967.78
			Total for 4/27/2023:	85,372.00
26667	UB*01666	TODD ADMIRE Refund Check 014481-000, 15285 W SUNSET /	05/01/2023	82.41
			Total for Check Number 26667:	82.41
26668	UB*01668	YESICA ALVARADO Refund Check 018109-000, 281 S SISKIYOU A'	05/01/2023	48.41
			Total for Check Number 26668:	48.41
26669	UB*01662	JUAN & CANDELARIA ARAMBULA Refund Check 011110-000, 14070 W E ST Refund Check 011110-000, 14070 W E ST Refund Check 011110-000, 14070 W E ST Refund Check 011110-000, 14070 W E ST Refund Check 011110-000, 14070 W E ST	05/01/2023	0.46 15.01 26.75 25.50 18.48
			Total for Check Number 26669:	86.20
26670	UB*01665	CENTURY COMMUNITIES Refund Check 015223-203, 182 S MCKENNA A' Refund Check 015223-203, 182 S MCKENNA A'	05/01/2023	0.22 10.93
			Total for Check Number 26670:	11.15
26671	UB*01664	JORDON & ALI DOLZADELLI Refund Check 017584-000, 14136 W C ST Refund Check 017584-000, 14136 W C ST Refund Check 017584-000, 14136 W C ST Refund Check 017584-000, 14136 W C ST Refund Check 017584-000, 14136 W C ST Refund Check 017584-000, 14136 W C ST Refund Check 017584-000, 14136 W C ST	05/01/2023	12.94 15.93 0.83 21.98 149.15 1.33 23.06
			Total for Check Number 26671:	225.22
26672	UB*01663	H & J CHEVROLET Refund Check 007118-000, 14680 W WHITESB Refund Check 007118-000, 14680 W WHITESB Refund Check 007118-000, 14680 W WHITESB Refund Check 007118-000, 14680 W WHITESB Refund Check 007118-000, 14680 W WHITESB	05/01/2023	119.18 15.53 3.23 126.07 0.50
			Total for Check Number 26672:	264.51
26673	UB*01661	ABIGAL RENTERIA Refund Check 019035-000, 15677 W MIDDLET Refund Check 019035-000, 15677 W MIDDLET Refund Check 019035-000, 15677 W MIDDLET Refund Check 019035-000, 15677 W MIDDLET Refund Check 019035-000, 15677 W MIDDLET Refund Check 019035-000, 15677 W MIDDLET Refund Check 019035-000, 15677 W MIDDLET	05/01/2023	0.67 1.07 144.63 10.35 18.45 12.75 17.59
			Total for Check Number 26673:	205.51

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26674	UB*01667	PATRICIA SERRATO	05/01/2023	
		Refund Check 014833-000, 15448 W SUNSET /		17.21
		Refund Check 014833-000, 15448 W SUNSET /		0.25
		Refund Check 014833-000, 15448 W SUNSET /		24.90
		Refund Check 014833-000, 15448 W SUNSET /		13.98
		Refund Check 014833-000, 15448 W SUNSET /		23.74
		Total for Check Number 26674:		80.08
		Total for 5/1/2023:		1,003.49
		Report Total (49 checks):		86,375.49



STAFF REPORT

MEETING DATE: May 10, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution Approving Third Amendment to Consultant Services Agreement with Blais & Associates for Grant Writing and Management Services (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving third amendment to consultant services and management services with Blais & Associates.

EXECUTIVE SUMMARY: The City desires to continue to work with Blais & Associates (B&A) to apply for, and potentially receive, additional grant funds for various priority projects and programs. Additionally, continuation of the contract with B&A will afford the City grant management and reporting support services as needed on existing grants received by the City since 2020. The City of Kerman is extremely satisfied with the performance of B&A to date, during which over \$1.5 million dollars in grant funds were secured for priority projects in Kerman.

DISCUSSION: The City of Kerman entered into a Consultant Services Agreement (CSA) with B&A for grant writing and management services on July 7, 2020. In November of 2021, a First Amendment to the CSA with B&A for grant writing and management services was approved by Council through June 30, 2022. On July 27, 2022, a Second Amendment was approved extending the CSA to June 30, 2023. To continue services without interruption, a Third Amendment is now recommended.

Upon mutual agreement by the City and Consultant, Section 2 of the Agreement may be amended to extend the term of the agreement for an additional three years to June 30, 2026.

The City of Kerman is extremely satisfied with the performance of B&A to date, during which over \$1.5 million dollars in grant funds were secured for priority projects in Kerman. Most recently Blais assisted with award of nearly from the Clean California program for highway corridor beatification and prepared an application for Animal Control Services.

FISCAL IMPACT: The recommended FY 23/24 City budget will include funds in the amount of \$30,000 for grant services in FY 23/24, and the additional years of service proposed in this amendment will be budgeted annually with a funding recommendation each year.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 23-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING THIRD AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH BLAIS AND ASSOCIATES FOR GRANT WRITING AND MANAGEMENT SERVICES**

WHEREAS, the City of Kerman entered into a Consultant Services Agreement (CSA) with Blais and Associates on July 7, 2020; and

WHEREAS; this agreement was extended and funded in FY 21/22 through to June 30, 2022, by a First Amendment and to June 30, 2023 by a Second Amendment; and

WHEREAS, the proposed FY 23/24 City Budget provides for continuation of grant services through June 30, 2024 by a Third Amendment to the CSA; and

WHEREAS, Exhibit 'A' to this Resolution presents a Third Amendment to extend the CSA; through June 30, 2026 proposed in the amount of \$30,000 for Fiscal Year 23/24 only; and

WHEREAS, additional funding for subsequent years will be recommends each year depending on available resources and a schedule of work at that time; and

WHEREAS, the City continues to desire professional grant writing, management and support services by approving a Third Amendment to the CSA; and

WHEREAS, Blais and Associates has a track record of success in assisting Kerman in obtaining over \$1,500,000 in grant funds for priority projects in Kerman.

NOW THEREFORE BE IT RESOLVED that the City Council of the City of Kerman does resolve as follows:

1. The foregoing recitals are true and correct.
2. The City Council hereby approves the Third Amendment to the Consultant Services Agreement with Blais and Associates Exhibit 'A' for grant writing and management services through June 30, 2026, which is attached hereto as Exhibit 'A' to this resolution in the amount of \$30,000 for FY 23/24, year one of the extension.
3. The City Manager is authorized to execute the Third Amendment to Consultant Services Agreement with Blais & Associates for professional grant writing, management services and make any minor corrections with approval of City Attorney to the required documents necessary to effectuate Amendment.
4. This resolution shall be effective immediately.

The foregoing resolution was considered by the City Council to the City of Kerman at a regular meeting of said Council held on the 10th day of May 2023, and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

**THIRD AMENDMENT TO AGREEMENT WITH BLAIS & ASSOCIATES
FOR GRANT WRITING AND MANAGEMENT SERVICES**

The City of Kerman and Blais & Associates agree to enter this Third Amendment to Agreement for Grant Writing and Management Services.

RECITALS

WHEREAS, on July 7, 2020, the City of Kerman entered into an agreement with Blais & Associates for grant writing and management services (hereinafter "Agreement"); and

WHEREAS, on November 10, 2021, a First Amendment was approved to fund and extend services through June 30, 2022.

WHEREAS, on July 27, 2022, a Second Amendment was approved to fund and extend services through June 30, 2023.

WHEREAS, City and Consultant desire to extend the Agreement through June 30, 2026, with a funding recommendation of \$35,000 for FY 23/24 subject to final approval by City Council in the adopted FY 23/24 Budget.

WHEREAS, funding for FY 24/25 and FY 25/26 is subject to funding approval at that time depending on available resources and schedule of work required as approved by City Council.

NOW THEREFORE BE IT RESOLVED, the parties hereby agree to amend Section 2 titled "Term of Agreement" and Section 3 titled "Compensation" as follows:

TERMS AND CONDITIONS

1. Section 2. Term of Agreement. This Agreement shall be effective from July 1, 2023, to June 30, 20256, subject to any earlier termination in accordance with this Agreement and subject to City Council's approval of the 23/24 Fiscal Year Budget.
2. Section 3. Compensation. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall reflect 2023-2024 rate schedule on a time and material basis or fixed quote in an amount not to exceed \$30,000 for FY 23/24.
3. Except as amended by this Third Amendment, all other terms and conditions of the Agreement for grant writing and management services shall remain in full force and effect.
4. This Third Amendment extending the Agreement shall be effective July 1, 2023.

IN WITNESS HEREOF, the Parties have caused this Third Amendment to the Agreement to be executed by their duly authorized representatives as set forth below.

CITY OF KERMAN

John Jansons, City Manager

DATE: _____

BLAIS & ASSOCIATES

[Name]
[Title]

DATE: _____



STAFF REPORT

MEETING DATE: May 10, 2023

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Resolution Approving Final Map, Subdivision Agreement, and Annexation into Landscaping and Lighting District No. 1 for Tract No. 6293

RECOMMENDATION: Council adopt resolution approving the Final Map, Subdivision Agreement, and annexation into Landscaping and Lighting District No. 1 for Tract No. 6293 and authorizing the Mayor to sign the Subdivision Agreement.

EXECUTIVE SUMMARY: The Developer, Joseph Crown Construction and Development, Inc. (Crown), has submitted a final map for Tract No. 6293 consisting of 85 single-family residential lots in the southwest quadrant of the City. In addition to submission of the final map, Crown has consented to the required subdivision agreement and documents for annexation into Landscaping and Lighting District No. 1, and paid all fees and deposits due. The City Engineer, City Surveyor, and City Staff have reviewed the final map and deemed it to be technically correct and in compliance with the tentative map. Staff recommend approval of the final map so that the development may continue in an efficient manner.

DISCUSSION: In late 2020/early 2021, the Planning Commission and City Council approved Vesting Tentative Tract Map No. 6293 (TM 6293), submitted by Crown, for property in the southwest quadrant of the City. The property is located at the southeast corner of Siskiyou Avenue and California Avenue. The tentative map consisted of property designated for single-family residential use, specifically 85 single-family residential lots. In the time since approval of TM 6293, Crown has submitted the final map, improvement plans, and required technical documents for the subdivision. The final map is included as Attachment 'A' for reference. The final map has been reviewed and deemed technically correct by City Staff. The improvement plans have been reviewed and approved by City Staff. At this time, Crown has requested that City Council consider approval of the final map. In addition to approving the final map, Staff recommends that Council accept the easements offered for dedication for public use on the final map.

In order for the final map to be approved and subsequently recorded, Crown is required to enter into a subdivision agreement with the City. As a provision of the subdivision agreement, Crown is required to post improvement and warranty securities, as required by Government Code Section 66462, in favor of the City to ensure that the improvements are completed, if Crown fails to do so. The basis for these securities is the total estimated cost for all improvements required to be completed by the developer to satisfy the conditions of approval for the tentative map. In addition, the subdivision agreement specifies the development impact fees to be paid by Crown and the timing of collection by the City. Other provisions of the

subdivision agreement include final acceptance terms, annexation to Landscaping and Lighting District No. 1, schedule for completion of improvements, construction standards, and others. Substantial completion (i.e. all utilities completed and tested, streets paved, street lighting installed, and any other improvements necessary to protect public health, safety, and welfare) of the improvements is required by March 1, 2024. No certificates of occupancy for homes within the subdivision will be granted until the improvements are deemed substantially complete by the City Engineer. The Subdivision Agreement for Tract No. 6293 is included as Exhibit 1 to the resolution provided as Attachment ‘B’. Staff recommends Council approve the subdivision agreement.

FISCAL IMPACT:

Crown has paid all fees and submitted all deposits required for approval of the final map. Development impact fees due for each residential unit constructed will be collected at the date of final inspection or issuance of certificate of occupancy for that unit, whichever occurs first. Since TM 6293 was approved as a Vesting Tentative Map, development impact fees will be paid at the rate in effect at the time of approval (December 2020). If all development impact fees are not paid within two years of the date of the final map, then those outstanding fees will have to be paid at the rate in effect at the time of collection.

ATTACHMENTS:

- A. Final Map
- B. Resolution

FINAL MAP OF TRACT NO. 6293

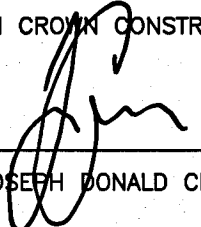
OF VESTING TENTATIVE MAP NO. 6293

IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA
SURVEYED AND PLATTED IN NOVEMBER 2019, BY LANDESIGN CONSULTINGCONSISTING OF THREE SHEETS
SHEET ONE OF THREE SHEETS

RECORD TITLE INTEREST STATEMENT

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

JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT, INC., A CALIFORNIA CORPORATION

BY: 

JOSEPH DONALD CROWN, PRESIDENT

DATE

5-5-2023

NOTARY ACKNOWLEDGMENT

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

STATE OF CALIFORNIA
COUNTY OF Fresno

ON 5-5-23, BEFORE ME, C. Brazil, NOTARY PUBLIC, PERSONALLY APPEARED Joseph Donald Crown WHO PROVED TO ME ON THE BASIS OF SATISFACTORY EVIDENCE TO BE THE PERSON(S) WHOSE NAME(S) IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMENT AND ACKNOWLEDGED TO ME THAT HE/SHE/THEY EXECUTED THE SAME IN HIS/HER/THEIR AUTHORIZED CAPACITY(IES), AND THAT BY HIS/HER/THEIR SIGNATURE(S) ON THE INSTRUMENT THE PERSON(S), OR THE ENTITY UPON BEHALF OF WHICH THE PERSON(S) ACTED, EXECUTED THE INSTRUMENT.

I CERTIFY UNDER PENALTY OF PERJURY UNDER THE LAWS OF THE STATE OF CALIFORNIA THAT THE FOREGOING PARAGRAPH IS TRUE AND CORRECT.

WITNESS MY HAND

SIGNATURE NAME C. BrazilCOUNTY OF FresnoMY COMMISSION EXPIRES 8-28-23MY COMMISSION NUMBER 2299575

RIGHT-TO-FARM STATEMENT

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

SOILS CERTIFICATE

A SOILS REPORT WAS PREPARED FOR THIS MAP BY SEE'S CONSULTING & TESTING INC., AND SIGNED BY DAVID L. SHAW, RCE C88890 AND DATED FEBRUARY 14, 2019, SAID REPORT HAS BEEN PLACED ON FILE WITH THE CITY OF KERMAN.

LEGAL DESCRIPTION

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

PARCEL 1:

LOTS 38 AND 39 IN SECTION 12, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN OF FRESNO IRRIGATED FARMS COMPANY TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 8 PAGE 1 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS.

EXCEPTING THEREFROM ALL OIL, GAS, OTHER HYDROCARBON SUBSTANCES AND MINERALS OF ANY KIND OR CHARACTER, IN, ON, OR THEREUNDER, AS RESERVED BY WM. G. KERCKHOFF COMPANY, A CORPORATION, RECORDED APRIL 11, 1947 IN BOOK 2521 PAGE 134, OFFICIAL RECORDS.

ALSO EXCEPTING FROM SAID LOT 38 THE EAST 208.7 FEET OF THE SOUTH 178.7 FEET.

ALSO EXCEPTING FROM SAID LOT 38 THAT PORTION DESCRIBED AS BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 38; THENCE NORTHERLY AND ALONG THE WEST LINE OF SAID LOT 38 A DISTANCE OF 174 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF SAID LOT 38 A DISTANCE OF 250 FEET; THENCE SOUTHERLY AND PARALLEL WITH THE WEST LINE OF SAID LOT 38 A DISTANCE OF 174 FEET; MORE OR LESS, TO THE SOUTH LINE OF SAID LOT 38; THENCE WESTERLY AND ALONG THE SOUTH LINE OF SAID LOT 38 A DISTANCE OF 250 FEET, MORE OR LESS, TO THE POINT OF BEGINNING.

ALSO EXCEPTING FROM SAID LOTS 38 AND 39 THAT PORTION DESCRIBED AS COMMENCING AT A POINT ON THE WESTERLY LINE OF SAID LOT 38 WHICH BEARS NORTHERLY 174.00 FEET FROM THE SOUTHWEST CORNER OF SAID LOT; THENCE CONTINUING NORTHERLY ALONG THE WESTERLY LINE OF LOTS 38 AND 39, 175.00 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF LOT 38, 250.00 FEET; THENCE SOUTHERLY AND PARALLEL TO THE WESTERLY LINE OF LOT 38, 175.00 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTHERLY LINE OF LOT 38, 250.00 FEET TO THE POINT OF COMMENCEMENT.

ALSO EXCEPTING ALL THAT PORTION OF LOT 39 THAT PORTION DESCRIBED AS BEGINNING AT A POINT ON THE WEST LINE OF LOT 39 WHICH IS 170 FEET SOUTH OF THE NORTHWEST CORNER OF LOT 39; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 39 A DISTANCE OF 75 FEET, THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF LOT 39 A DISTANCE OF 120 FEET; THENCE NORTHERLY AND PARALLEL TO THE WEST LINE OF LOT 39 A DISTANCE OF 75 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF LOT 39 A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING.

PARCEL 2:

ALL THAT PORTION OF LOT 39 IN THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, OF FRESNO IRRIGATED FARMS COMPANY TRACT, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 8 PAGE 1 OF RECORD OF SURVEYS, FRESNO COUNTY RECORDS, DESCRIBED AS FOLLOWS:

BEGINNING AT A POINT ON THE WEST LINE OF SAID LOT 39 WHICH IS 170 FEET SOUTH OF THE NORTHWEST CORNER OF SAID LOT 39; THENCE SOUTHERLY ALONG THE WEST LINE OF LOT 39, A DISTANCE OF 75 FEET; THENCE EASTERLY AND PARALLEL TO THE SOUTH LINE OF LOT 39, A DISTANCE OF 120 FEET; THENCE NORTHERLY AND PARALLEL TO THE WEST LINE OF LOT 39, A DISTANCE OF 75 FEET; THENCE WESTERLY AND PARALLEL TO THE SOUTH LINE OF LOT 39, A DISTANCE OF 120 FEET TO THE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PREMISES, TOGETHER WITH THE FULL RIGHT AND PRIVILEGE TO THE GRANTOR, ITS SUCCESSORS AND ASSIGNS, TO DEVELOP AND REMOVE THE SAME, AS RESERVED BY WM. G. KERCKHOFF COMPANY, BY DEED RECORDED APRIL 11, 1947 IN BOOK 2521 PAGE 134, AS DOCUMENT NO. 20302, OFFICIAL RECORDS.

THIS PROPERTY IS SUBJECT TO THE FOLLOWING

1. RIGHTS OF WAY FOR ROADS AND DITCHES AS SHOWN ON THE MAP REFERRED TO AND RIGHT OF WAY FOR ALL GRANTED AND/OR LAWFULLY ESTABLISHED ROADS AND WATER DITCHES LOCATED ON SAID PROPERTY.

2. EXCEPTIONS, RESERVATIONS, RESTRICTIONS AND CONDITIONS (PERTAINING TO RESERVATION OF ALL OIL, GAS AND OTHER HYDROCARBON SUBSTANCE IN AND UNDER THE LAND THEREIN DESCRIBED, TOGETHER WITH THE RIGHT TO DEVELOP AND REMOVE THE SAME: RIGHT OF WAY FOR ROADS, DITCHES, CANALS, PIPE LINES, INCLUDING TELEPHONE AND /OR ELECTRIC POLES AND LINES, AND OTHER PUBLIC UTILITIES, RIGHT OF INGRESS AND EGRESS, RIGHT OF GRANTOR TO TAKE AND HAVE ITSELF, ITS SUCCESSORS AND ASSIGNS OR LESSEES, THE POSSESSION OF ONLY SO MUCH OF SAID PREMISES AS IT MAY REQUIRE FOR THE EXERCISE OF THE RIGHTS THEREIN RESERVED, UPON THE CONDITIONS THEREIN SET FORTH), CONTAINED IN THE DEED FROM WM. G. KERCKHOFF

RECORDED: APRIL 11, 1947, IN BOOK 2521 PAGE 134, OFFICIAL RECORDS

3. A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN PROVIDING FOR RECORDATION OF A MAP AND LEGAL DESCRIPTION OF THE AREAS SUBJECT TO KERMAN MUNICIPAL ORDINANCE CODE SECTION 13.04.130, REQUIRING THE INSTALLATION OF WATER METERS, RECORDED FEBRUARY 24, 1992, AS DOCUMENT NO. 92021728, OFFICIAL RECORDS.

4. ANY DISCREPANCIES IN BOUNDARY OR AREA OR ANY RIGHTS WHICH MAY ARISE OR EXIST WHICH ARE DISCLOSED BY A MAP OF SURVEY ON SAID PROPERTY.

RECORDED: BOOK 45 PAGE 82 OF RECORD OF SURVEYS

5. CITY OF KERMAN SUBDIVISION AGREEMENT FOR THE FINAL MAP OF TRACT NO. 6293 RECORDED _____, 2023 AS DOCUMENT NUMBER 20 _____, OFFICIAL RECORDS FRESNO COUNTY.

SURVEYOR'S STATEMENT

THE SURVEY FOR THIS MAP WAS MADE BY ME OR UNDER MY DIRECTION AND IS TRUE AND COMPLETE AS SHOWN. THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED, OR THEY WILL BE SET IN THOSE POSITIONS ON OR BEFORE ONE YEAR OF THE DATE THIS MAP IS RECORDED, OR ANY TIME EXTENSION APPROVED BY THE CITY ENGINEER. THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF JOSEPH CROWN ON NOVEMBER 11, 2019. I HEREBY STATE THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.


RUBEN APARICIO, LS 8026

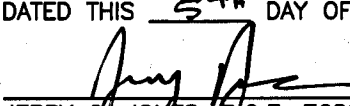
5/5/2023
DATE

CITY ENGINEER'S STATEMENT:

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

CITY ENGINEER OF THE CITY OF KERMAN

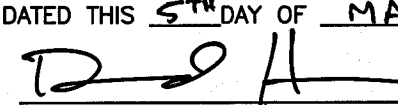
DATED THIS 5TH DAY OF MAY, 2023.


JERRY C. JONES, P.C.E. 76803

CITY LAND SURVEYOR'S STATEMENT:

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

DATED THIS 5TH DAY OF MAY, 2023.


DAVID C. HORN L.S. 8204

PLANNING COMMISSION CERTIFICATE:

I, JESUS R. OROZCO, SECRETARY OF THE PLANNING COMMISSION, CITY OF KERMAN, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN CONFORMS TO AND IS IN COMPLIANCE WITH THE APPROVED TENTATIVE MAP AND REQUIREMENTS IMPOSED BY THE KERMAN CITY PLANNING COMMISSION AS A CONDITION TO THE ACCEPTANCE OF THE FINAL MAP.

DATED THIS _____ DAY OF _____, 2023.

BY: JESUS R. OROZCO, SECRETARY PLANNING COMMISSION, CITY OF KERMAN

CITY CLERK'S CERTIFICATE:

I, HEREBY CERTIFY THAT THE COUNCIL OF THE CITY OF KERMAN, BY RESOLUTION NO. _____, ADOPTED ON _____, 2023, APPROVED THE WITHIN MAP AND ACCEPTED ON BEHALF OF THE PUBLIC ALL PARCELS OF LAND AND EASEMENTS OFFERED FOR DEDICATION FOR PUBLIC USE IN CONFORMITY WITH THE TERMS OF THE OFFER OF DEDICATION AND APPROVED THE ABANDONMENT OF THOSE PUBLIC STREETS AND/OR PUBLIC EASEMENTS NOT SHOWN ON THE MAP AND NOTED AS ABANDONED BY THE FILING OF THE MAP.

DATED THIS _____ DAY OF _____, 2023.

BY: MARCI REYES - CITY CLERK

COUNTY RECORDER'S CERTIFICATE:

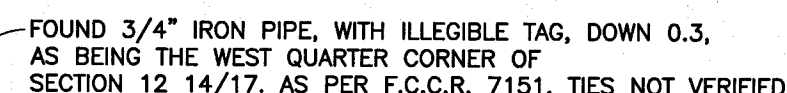
DOCUMENT NO. _____ FEE \$ _____
FILED THIS _____ DAY OF _____, 2023,
AT _____ M. IN VOLUME _____ OF PLATS, AT PAGES _____
AND _____, F.C.R., AT THE REQUEST OF FIDELITY NATIONAL TITLE COMPANY

FRESNO COUNTY RECORDS
PAUL DICTOS, C.P.A., RECORDER

BY: _____
DEPUTY

OF VESTING TENTATIVE MAP NO. 6293

CONSISTING OF THREE SHEETS
SHEET TWO OF THREE SHEETS



NOTHING FOUND, REESTABLISHED POSITION PER TIES
F.C.C.R. 3505, AS BEING THE CENTER CORNER OF
SECTION 12 14/17. AS PER F.C.C.R. 3505. TIES
VERIFIED

27) THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 12, TOWNSHIP 14 SOUTH,
RANGE 17 EAST, MOUNT DIABLO BASE & MERIDIAN, TAKEN TO BE N89°20'03"E AS PER
GNSS OBSERVATION.

2651.38' **NOTES**

1.	SET 3/4" I.D. STEEL PIPE, 30" LONG, 6" DOWN BELOW GROUND, TAGGED PLS 8026 AT ALL LOT CORNERS AND ANGLE POINTS.
2.	N89°19'05"E 1305.62'

- ◆ MONUMENT FOUND AND ACCEPTED AS NOTED.
- SET 3/4" IRON PIPE, 30" LONG, FLUSH WITH A.C., TAGGED PLS 8026.

- ```

INDICATES RELINQUISHMENT OF DIRECT ACCESS RIGHTS.

1) PREVIOUSLY GRANT DEEDED TO THE CITY OF KERMAN FOR PUBLIC RIGHT OF WAY
AND UTILITY PURPOSES AS PER GRANT DEEDS RECORDED FEBRUARY 28, 2005, AS
DOC. NO. 2005-0044990, OF DEEDS, FRESNO COUNTY RECORDS.

3) PREVIOUSLY GRANT DEEDED TO THE CITY OF KERMAN FOR PUBLIC STREET AND
UTILITY PURPOSES AS PER GRANT DEEDS RECORDED JANUARY 30, 2017, AS DOC.
NO. 2017-0011005, OF DEEDS, F.C.R.

4) PER RECORD OF SURVEY RECORDED IN BOOK 8 AT PAGE 1 OF RECORD OF
SURVEYS, F.C.R.

() RECORD DATA PER MAP OF TRACT NO. 5244 QUAIL RUN RECORDED IN BOOK 70
AT PAGE 19 OF PLATS, F.C.R.

[] RECORD DATA PER RECORD OF SURVEY RECORDED IN BOOK 8 AT PAGE 1 OF
RECORD OF SURVEYS, F.C.R.

< > RECORD DATA PER GRANT DEEDS RECORDED JANUARY 30, 2017, AS DOC. NO.
2017-0011004-00, OF DEEDS, F.C.R.

CALC. CALCULATED FROM RECORD DATA.

F.C.R. FRESNO COUNTY RECORDS.

F.C.C.R. FRESNO COUNTY CORNER RECORDS.

O.R.F.C. OFFICIAL RECORDS FRESNO COUNTY

INDICATES THE LIMITS OF THIS SUBDIVISION.

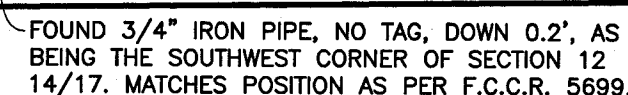
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PURSUANT TO SECTION 66499.20.2 OF THE SUBDIVISION MAP ACT, THE FILING OF THIS MAP CONSTITUTES THE ABANDONMENT OF THE FOLLOWING EASEMENTS LYING WITHIN THE LIMITS OF THIS SUBDIVISION:

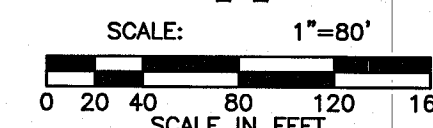
- 2 PREVIOUSLY GRANT DEEDED TO THE CITY OF KERMAN FOR PUBLIC PEDESTRIAN PURPOSES AS PER GRANT DEEDS RECORDED JANUARY 30, 2017, AS DOC. NO. 2017-0011004, OF DEEDS, F.C.R.
- 5 PREVIOUSLY DEDICATED FOR PUBLIC RIGHT OF WAY AS PER RECORD OF SURVEY RECORDED IN BOOK 8 AT PAGE 1 OF RECORD OF SURVEYS, F.C.R.

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

- ▲ NOW OFFERED FOR DEDICATION FOR PUBLIC STREET AND UTILITY EASEMENT PURPOSES.
- LE NOW OFFERED FOR LANDSCAPE EASEMENT PURPOSES.
- PUE NOW OFFERED FOR PUBLIC UTILITY EASEMENT PURPOSES.
- PE NOW OFFERED FOR PEDESTRIAN EASEMENT PURPOSES.
- ▲ NOW OFFERED FOR TEMPORARY PUBLIC UTILITY EASEMENT PURPOSES.



FOUND BRASS CAP MONUMENT, TAGGED LS 5503.  
FLUSH, AS BEING THE SOUTH QUARTER CORNER  
OF SECTION 12 14/17. AS PER R/S 55/27  
F.C.R. TIES NOT VERIFIED.



# FINAL MAP OF TRACT NO. 6293

OF VESTING TENTATIVE MAP NO. 6293

IN THE CITY OF KERMAN, COUNTY OF FRESNO, STATE OF CALIFORNIA  
SURVEYED AND PLATTED IN NOVEMBER 2019, BY LANDDESIGN CONSULTING

CONSISTING OF THREE SHEETS  
SHEET THREE OF THREE SHEETS

| CURVE TABLE |         |        |            |         |
|-------------|---------|--------|------------|---------|
| CURVE #     | LENGTH  | RADIUS | DELTA      | TANGENT |
| C1          | 27.74'  | 50.00' | 31°47'18"  | 14.24'  |
| C2          | 20.91'  | 50.00' | 23°57'43"  | 10.61'  |
| C3          | 45.49'  | 50.00' | 52°07'54"  | 24.46'  |
| C4          | 59.96'  | 50.00' | 68°42'39"  | 34.18'  |
| C5          | 132.79' | 50.00' | 152°10'15" | 201.82' |
| C6          | 27.74'  | 50.00' | 31°47'18"  | 14.24'  |
| C7          | 6.43'   | 50.00' | 7°21'59"   | 3.22'   |
| C8          | 12.44'  | 11.00' | 64°46'17"  | 6.98'   |
| C9          | 35.73'  | 50.00' | 40°56'55"  | 18.67'  |
| C10         | 12.44'  | 11.00' | 64°46'17"  | 6.98'   |
| C11         | 22.41'  | 50.00' | 25°40'54"  | 11.40'  |
| C12         | 5.33'   | 50.00' | 6°06'24"   | 2.67'   |
| C13         | 27.74'  | 50.00' | 31°47'18"  | 14.24'  |
| C14         | 38.91'  | 50.00' | 44°35'13"  | 20.50'  |
| C15         | 41.14'  | 50.00' | 47°08'19"  | 21.81'  |
| C16         | 52.36'  | 50.00' | 60°00'00"  | 28.87'  |
| C17         | 2.80'   | 50.00' | 3°12'41"   | 1.40'   |
| C18         | 135.21' | 50.00' | 154°56'13" | 224.95' |
| C19         | 27.74'  | 50.00' | 31°47'18"  | 14.24'  |
| C20         | 15.88'  | 50.00' | 18°12'03"  | 8.01'   |
| C21         | 20.25'  | 50.00' | 23°12'31"  | 10.27'  |
| C22         | 36.13'  | 50.00' | 41°24'34"  | 18.90'  |
| C23         | 39.94'  | 50.00' | 45°46'13"  | 21.11'  |
| C24         | 74.98'  | 50.00' | 85°55'04"  | 46.56'  |
| C25         | 72.04'  | 50.00' | 82°32'58"  | 43.89'  |
| C26         | 42.40'  | 50.00' | 48°34'54"  | 22.57'  |

| CURVE TABLE |         |        |            |         |
|-------------|---------|--------|------------|---------|
| CURVE #     | LENGTH  | RADIUS | DELTA      | TANGENT |
| C27         | 229.36' | 50.00' | 262°49'09" | 56.69'  |
| C28         | 18.81'  | 50.00' | 21°33'31"  | 9.52'   |
| C29         | 17.32'  | 50.00' | 19°51'03"  | 8.75'   |
| C30         | 36.13'  | 50.00' | 41°24'34"  | 18.90'  |
| C31         | 15.97'  | 50.00' | 18°17'46"  | 8.05'   |
| C32         | 20.17'  | 50.00' | 23°06'49"  | 10.22'  |
| C33         | 36.14'  | 50.00' | 41°24'35"  | 18.90'  |
| C34         | 40.02'  | 50.00' | 45°51'43"  | 21.15'  |
| C35         | 74.90'  | 50.00' | 85°49'35"  | 46.48'  |
| C36         | 71.96'  | 50.00' | 82°27'28"  | 43.82'  |
| C37         | 42.48'  | 50.00' | 48°40'24"  | 22.61'  |
| C38         | 229.36' | 50.00' | 262°49'10" | 56.69'  |
| C39         | 18.73'  | 50.00' | 21°27'39"  | 9.48'   |
| C40         | 17.41'  | 50.00' | 19°56'56"  | 8.79'   |
| C41         | 36.14'  | 50.00' | 41°24'35"  | 18.90'  |
| C42         | 16.05'  | 50.00' | 18°23'28"  | 8.09'   |
| C43         | 20.09'  | 50.00' | 23°01'05"  | 10.18'  |
| C44         | 36.14'  | 50.00' | 41°24'33"  | 18.90'  |
| C45         | 40.10'  | 50.00' | 45°57'13"  | 21.20'  |
| C46         | 74.82'  | 50.00' | 85°44'04"  | 46.41'  |
| C47         | 72.09'  | 50.00' | 82°36'14"  | 43.93'  |
| C48         | 42.35'  | 50.00' | 48°31'38"  | 22.54'  |
| C49         | 229.36' | 50.00' | 262°49'09" | 56.69'  |
| C50         | 18.61'  | 50.00' | 21°19'25"  | 9.41'   |
| C51         | 17.53'  | 50.00' | 20°05'09"  | 8.86'   |
| C52         | 36.14'  | 50.00' | 41°24'34"  | 18.90'  |

| RADIAL TABLE |               |
|--------------|---------------|
| RADIAL #     | DIRECTION     |
| R1           | S58° 56' 08"W |
| R2           | S82° 53' 50"W |
| R3           | N44° 58' 16"W |
| R4           | N23° 44' 24"E |
| R5           | S31° 06' 23"W |
| R6           | S24° 30' 17"E |
| R7           | S65° 27' 12"E |
| R8           | N26° 21' 49"W |
| R9           | N32° 28' 13"W |
| R10          | N12° 07' 00"E |
| R11          | N59° 15' 19"E |
| R12          | S60° 44' 41"E |
| R13          | N57° 32' 00"W |
| R14          | S72° 31' 22"W |
| R15          | S49° 18' 51"W |
| R16          | S84° 54' 56"E |
| R17          | S1° 00' 08"W  |

| RADIAL TABLE |               |
|--------------|---------------|
| RADIAL #     | DIRECTION     |
| R18          | S83° 33' 06"W |
| R19          | S47° 52' 00"E |
| R20          | S69° 25' 31"E |
| R21          | S72° 25' 40"W |
| R22          | S49° 18' 51"W |
| R23          | S84° 49' 27"E |
| R24          | S1° 00' 08"W  |
| R25          | S83° 27' 37"W |
| R26          | S47° 52' 00"E |
| R27          | S69° 19' 39"E |
| R28          | S72° 19' 56"W |
| R29          | S49° 18' 51"W |
| R30          | S84° 43' 56"E |
| R31          | S1° 00' 08"W  |
| R32          | S83° 36' 22"W |
| R33          | S47° 52' 00"E |
| R34          | S69° 11' 25"E |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE #     | LENGTH | BEARING       |
| L1         | 12.08' | N45° 01' 15"E |
| L2         | 1.35'  | N89° 19' 05"E |
| L3         | 9.07'  | S45° 40' 55"E |
| L4         | 9.07'  | N44° 19' 05"E |
| L5         | 9.07'  | S45° 40' 55"E |
| L6         | 9.07'  | N44° 19' 05"E |
| L7         | 9.18'  | N45° 01' 15"E |
| L8         | 8.95'  | S44° 58' 45"E |
| L9         | 3.78'  | S0° 43' 26"W  |
| L10        | 10.02' | S0° 39' 57"E  |
| L11        | 9.18'  | N45° 01' 15"E |
| L12        | 8.95'  | N44° 58' 45"W |
| L13        | 8.95'  | S44° 58' 45"E |
| L14        | 10.02' | S0° 39' 57"E  |
| L15        | 9.18'  | N45° 01' 15"E |
| L16        | 8.95'  | S44° 58' 45"E |
| L17        | 10.02' | S0° 39' 57"E  |

| LINE TABLE |        |               |
|------------|--------|---------------|
| LINE #     | LENGTH | BEARING       |
| L18        | 9.18'  | N45° 01' 15"E |
| L19        | 23.71' | N89° 20' 03"E |
| L20        | 4.64'  | N0° 40' 42"E  |
| L21        | 8.96'  | N45° 00' 06"W |
| L22        | 9.17'  | N44° 59' 54"E |
| L23        | 36.06' | N0° 40' 42"E  |
| L24        | 9.17'  | N45° 00' 23"E |
| L25        | 8.96'  | S44° 59' 37"E |
| L26        | 8.96'  | S45° 00' 06"E |
| L27        | 26.01' | N89° 19' 05"E |
| L28        | 5.01'  | N0° 40' 42"E  |
| L29        | 3.03'  | N45° 00' 23"E |
| L30        | 4.75'  | N0° 40' 42"E  |
| L31        | 8.59'  | N44° 57' 18"E |
| L32        | 16.90' | S45° 02' 40"E |
| L33        | 6.30'  | N0° 40' 42"E  |

## Attachment 'B'

## RESOLUTION NO. 23-\_\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF Kerman, CALIFORNIA,  
APPROVING FINAL MAP, SUBDIVISION AGREEMENT, AND ANNEXATION INTO LANDSCAPING  
AND LIGHTING DISTRICT NO. 1 FOR TRACT NO. 6293 AND AUTHORIZING THE MAYOR TO SIGN  
THE SUBDIVISION AGREEMENT**

WHEREAS, Vesting Tentative Tract Map No. 6293, was approved by the Planning Commission December 14, 2020 and the City Council on January 13, 2021; and

WHEREAS, Joseph Crown Construction and Development, Inc. has submitted an application for a Final Map for Tract No. 6293; and

WHEREAS, the City Council has considered the application for Final Map for Tract No. 6293 under the Subdivision Map Act, Subdivision Ordinance of the City of Kerman, and proofs and evidence offered including the recommendations of the City Engineer, the City Surveyor, the City Planner, and the City Planning Commission; and

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

WHEREAS, the City of Kerman Landscaping and Lighting District No. 1 ("District") was formed by Resolution No. 93-47, adopted September 7, 1993, pursuant to Part 2 of Division 15 of the Streets and Highways Code (Landscape and Lighting Act of 1972), herein the "Act"; and

WHEREAS, all of the owners of property proposed to be annexed to the District consisting of Tract No. 6293, as described in Exhibit 'A' of Exhibit 1 attached hereto and incorporated herein by reference, have consented to said annexation and such annexation may be ordered without notice and hearing or filing of engineer's report, or both.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF Kerman DOES RESOLVE AND ORDER AS FOLLOWS:

1. The Final Map for Tract No. 6293, consisting of three (3) sheets, a copy of which is on file with the City Clerk, is hereby approved and the City Clerk is authorized and directed to provide for the recording of said Final Map subject to requirements set forth in the Subdivision Agreement.
2. The offers of dedication of easements for public use made on the Final Map for Tract No. 6293 are hereby accepted on behalf of the public.
3. The Subdivision Agreement between the City of Kerman and Joseph Crown Construction and Development, Inc., a copy of which is attached hereto as Exhibit 1, is hereby approved and the Mayor is authorized to sign the Subdivision Agreement.

4. That the public interest and convenience require annexation of certain property described in Exhibit 'A' of Exhibit 1 attached hereto and by reference incorporated herein to Landscaping and Lighting District No. 1 of the City of Kerman for the maintenance and servicing of landscaping and lighting facilities and the City Clerk shall receive and file the maps showing the boundaries of the area annexed, which boundaries shall be used for assessment proceedings until and unless a change of organization is approved pursuant to the Act.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 10<sup>th</sup> day of May, 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco  
Mayor

ATTEST:

Marci Reyes  
City Clerk

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

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

NO FEE – Government Code Sections 6103 and 27383

Space Above This Line for Recorder's Use Only

**CITY OF KERMAN  
SUBDIVISION AGREEMENT  
FINAL MAP OF TRACT NO. 6293**

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**EXHIBIT "A" LEGAL DESCRIPTION OF PROPERTY  
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**CITY OF KERMAN  
SUBDIVISION AGREEMENT  
FINAL MAP OF TRACT NO. 6293**

THIS SUBDIVISION AGREEMENT (the "Agreement") is entered into on this \_\_\_\_\_ day of \_\_\_\_\_ 2023, (the "Effective Date") by and between CITY OF KERMAN, a municipal corporation, hereinafter referred to as "CITY," and JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT, INC., hereinafter referred to as "OWNER," without regard for number or gender (individually a "Party," and collectively, the "Parties").

**RECITALS**

- A. OWNER has filed with CITY the Final Map of Tract No. 6293 constituting a proposed division of land (the "Property") owned by OWNER and located within the corporate limits of CITY, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. A copy of said Final Map is on file with the City Clerk.
- B. Pursuant to Chapter 16.28 and other applicable provisions of the Kerman Municipal Code, CITY has conducted the appropriate environmental review of the proposed subdivision, the Planning Commission of CITY has determined that the proposed subdivision is consistent with CITY'S General Plan in that the proposed land use is compatible with the objectives, policies, land uses, and programs specified in the General Plan. The City Council of CITY, on January 13, 2021, with the adoption of Resolution No. 21-04, approved Vesting Tentative Tract Map No. 6293.
- C. Pursuant to Section 16.36.010 of the Kerman Municipal Code, after approval or conditional approval of the tentative map, the subdivider may cause a final map to be prepared in accordance with a completed survey of the division of land and in substantial compliance with the approved tentative map, and in full compliance with the Subdivision Map Act and Title 16 of the Kerman Municipal Code. The final map shall meet the requirements and specifications set forth in Title 16 and Government Code Section 66433 of the Subdivision Map Act.
- D. CITY requires the dedication of all areas delineated on the Final Map of Tract No. 6293 for public street and other public purposes consistent with provisions of the Kerman Municipal Code, this Agreement, and Vesting Tentative Map No. 6293.
- E. OWNER is required to construct and install Improvements (defined below), including sewer; water; storm drainage; concrete curbs, gutters, sidewalks and driveway approaches; street lighting; street paving; walls and fences; landscaping; irrigation; traffic signals; and other improvements; and perform grading; all as shown on the Improvement Plans for Tract No. 6293, prepared by Landdesign Consulting, the engineer of record for Tract No. 6293, and approved by CITY, which Improvement Plans are on file with the City Engineer.

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

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing Recitals, which are made a substantive part of this Agreement, and for other good and valuable consideration, including approval of the Final Map of Tract No. 6293 by CITY, and the recording thereof as provided by law, the receipt and adequacy of which are hereby acknowledged, OWNER and CITY do hereby mutually agree as follows:

**ARTICLE I. GENERAL PROVISIONS**

**A. DEFINITIONS**

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

1. "City Clerk" shall mean the City Clerk of CITY, or his or her duly authorized representative.
2. "City Council" shall mean the City Council of the CITY.
3. "City Engineer" shall mean the City Engineer of CITY, or his or her duly authorized representative.
4. "Inspector" shall mean the City Engineer of CITY, or his or her duly authorized representative.
5. "Development Impact Fees" shall mean the development impact fees set forth in Exhibit "B" of this Agreement.
6. "Final Acceptance of Improvements" shall mean acceptance of the Improvements (defined below), with the exceptions provided in Section F.3, by CITY.
7. "Final Map" shall mean the Final Map of Tract No. 6293 as being divided into parcels, including street areas of adjacent existing public streets to the center lines thereof.
8. "Improvements" shall mean all works of improvement, including those depicted on or required by the Improvement Plans (defined below) and the provisions of this Agreement, and may include, but not necessarily be limited to, sewer, water, street pavement, storm drainage, street lighting, concrete, fence, landscape, irrigation, grading, and traffic signal improvements.
9. "Improvement Plans" shall mean the Improvement Plans for the Final Map approved by CITY and on file with the City Engineer.

10. "Planning Commission" shall mean the Planning Commission of CITY.
11. "Standard Specifications" shall mean CITY'S Standard Specifications, including attached details and amendments thereto.
12. "Subdivision" shall mean the Final Map and/or the land described by the Final Map.
13. "Vesting Tentative Tract Map No. 6293" shall mean the Vesting Tentative Map of Tract No. 6293 approved by the City Council, with its adoption of Resolution No. 21-04, on January 13, 2021.

**B. LEGAL FOUNDATION OF AGREEMENT**

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

**C. DEVELOPMENT IMPACT FEES**

1. Impact Fees. OWNER and CITY hereby agree that OWNER is obligated to pay Development Impact Fees for sewer and water, storm drainage, parks, and other public facilities as shown in Exhibit "B" attached hereto and incorporated herein by reference. In addition, OWNER agrees that OWNER is obligated to pay plan check, inspection, grading permit, building permit, encroachment permit, and similar fees as required under the Kerman Municipal Code and other applicable law. The fees set out in Exhibit "B" are based upon the development of the number of residential units presently proposed by OWNER. If a different number of residential units is developed, CITY reserves the right to adjust the amount of the fees to correspond to the number of residential units actually developed by OWNER, and OWNER agrees that OWNER shall be obligated to pay fees corresponding to the number of residential units OWNER, or its successors, actually develops. Fees set forth in Exhibit "B," Part I, shall be due and payable for each residential unit on the date of final inspection or the date certificate of occupancy is issued, whichever is issued first, for each residential unit unless otherwise agreed by Owner and CITY. If said fees are not paid in full at the time of the issuance of a building permit, OWNER shall enter into a covenant consistent with Government Code section 66007(c), and in a form acceptable to the CITY, to pay said fees. Such covenant shall be recorded against the property for which the building permit is being issued, and shall constitute a lien on the property for the unpaid fee. Owner shall be responsible for the costs of the same, including reimbursing CITY for its actual costs of processing, and subsequently releasing, the covenant. If OWNER instead elects to pay said fees at the time of issuance of a building permit, then no covenant will be required. OWNER agrees that the fee amounts set forth in Exhibit "B" are based upon the best information available

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

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

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

#### D. INDEMNIFICATION

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

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

E. INSURANCE

Prior to the commencement of any work pursuant to this Agreement, each of OWNER'S contractors shall furnish to CITY satisfactory evidence of an insurance policy written upon a form and by a company that meets with the approval of CITY insuring CITY and its officers, officials, agents, employees, consultants and volunteers against loss or liability which may arise during the work or which may result from any of the work herein required to be performed, including all costs of defending any claim arising as a result thereof. The minimum limits of such policy shall be in the amount of One Million Dollars (\$1,000,000.00) for the death of or injury to any person in any one accident, Two Million Dollars (\$2,000,000.00) for the death of or injury to more than one person in any one accident, and Three Hundred Thousand Dollars (\$300,000.00) for property damage in any one accident. Any policy required by any CITY agreement or permit shall include coverage for underground explosion and collapse. Said policy shall be in favor of OWNER and its principals, officers, employees, agents, contractors and subcontractors, and shall be maintained in full force and effect during the life of this Agreement. The insurance policy shall name the CITY and its officers, officials, agents, employees, consultants, and authorized volunteers as additional insureds, and shall waive all rights of subrogation against the same. The insurance coverage shall also be primary insurance as respects the CITY, its officers, officials, employees, consultants, and authorized volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, or employees shall be excess of the Consultant's insurance and shall not contribute with it. Said policy shall state by its terms and by endorsement that said policy shall not be canceled until CITY shall have had at least thirty (30) days' notice in writing of such cancellation.

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

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

2. Notice of Completion of Improvements. The conditions and obligations of this Agreement shall remain in full force and effect until such time as the CITY issues a written release finding that the conditions and obligations of this Agreement have been fully satisfied and are no longer required for public health and safety reasons

and thereafter records such release with the Fresno County Recorder. Until Final Acceptance of Improvements, and acceptance of any lands, rights of way, and easements, OWNER shall be responsible to maintain the Improvements in a safe condition and good repair. OWNER agrees that the use of any or all Improvements specified in this Agreement shall be, at all times prior to Final Acceptance of Improvements, at the sole and exclusive risk of OWNER, and the issuance of any occupancy permit by CITY for any dwelling unit completed on a Subdivision lot shall not be construed in any manner to constitute Final Acceptance of Improvements. Upon Final Acceptance of Improvements, CITY shall cause a Notice of Completion of the Improvements to be recorded in the Official Records of the County of Fresno.

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

G. BONDS AND OTHER SECURITY

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

1. Performance Security. OWNER shall provide to CITY performance security in the amount of four million two hundred and ninety-five thousand five hundred and two dollars (\$4,295,502), which amount is equal to one hundred percent (100%) of the estimated total cost of the Improvements, as approved by the City Engineer. Said performance security shall be in the form of (a) a bond, issued by a surety authorized to conduct business in the State of California; (b) an irrevocable letter of credit issued by a bank authorized to conduct business in the State of California and insured by the Federal Deposit Insurance Corporation; (c) cash; or (d) other security acceptable to CITY. All required securities must be in a form approved by CITY'S attorney.

2. Payment Security. OWNER shall provide to CITY payment security in the amount of two million one hundred and forty-seven thousand seven hundred and fifty-one dollars (\$2,147,751), which amount is equal to fifty percent (50%) of the

estimated total cost of the Improvements, as approved by the City Engineer. Said payment security shall be in the form of (a) a bond, issued by a surety authorized to conduct business in the State of California; (b) an irrevocable letter of credit issued by a bank authorized to conduct business in the State of California and insured by the Federal Deposit Insurance Corporation; (c) cash; or (d) other security acceptable to CITY. All required securities must be in a form approved by CITY'S attorney.

3. Warranty Security. OWNER shall remedy any defective work, labor or materials related to the Improvements, and shall pay CITY for any damage to the Improvements resulting therefrom, which occurs within a period of one (1) year from the date of Final Acceptance of Improvements. To insure OWNER complies with its obligations hereunder, upon Final Acceptance of Improvements, OWNER shall provide to CITY warranty security in the amount of four hundred and twenty-nine thousand five hundred and fifty dollars (\$429,550), twenty percent (20%) of which shall be in the form of cash deposited with CITY prior to final inspection of the Improvements by the City Engineer and Final Acceptance of the Subdivision by CITY. The balance of the warranty security shall be in the form of (a) a bond, issued by a surety authorized to conduct business in the State of California; (b) an irrevocable letter of credit issued by a bank authorized to conduct business in the State of California and insured by the Federal Deposit Insurance Corporation; (c) cash; or (d) other security acceptable to CITY. All required securities must be in a form approved by CITY'S attorney. The warranty security shall be released to OWNER, less any amount required to be used for fulfillment of the warranty, one (1) year after Final Acceptance of Improvements.

4. Cash Deposit to Secure Durable Monuments. OWNER shall deposit with CITY the amount of Two Thousand Dollars (\$2,000.00) in cash as security for placing all durable monuments as specified by Kerman Municipal Code Sections 16.36.090 and 16.52.010. CITY shall release such cash deposit to OWNER upon determination by the City Engineer that OWNER has satisfied the provisions of Kerman Municipal Code Sections 16.36.090 and 16.52.010.

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

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

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

provided, however, that CITY has not granted an extension in writing of the relevant completion date.

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

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

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

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

H. MATERIALS AND LABOR

OWNER and its contractors and subcontractors shall pay for any materials, provisions and other supplies or items used in, upon, for or about the performance of the work contracted to be done pursuant to this Agreement, and for any work or labor thereon of any kind and for amounts due under the California Unemployment Insurance Code (Stats. 1953, Ch. 308) with respect to such work or labor, and shall file with CITY, pursuant to California Labor Code Section 3800, a valid workers' compensation insurance certificate, and shall maintain a valid policy of workers' compensation insurance for the duration of the period of construction, or provide under penalty of perjury a satisfactory demonstration of exemption from coverage.

I. LIGHTING AND LANDSCAPING DISTRICT

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

J. EASEMENTS

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

K. FAILURE OF PERFORMANCE

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

L. TIME OF THE ESSENCE

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

M. COVENANT RUNNING WITH LAND; SUCCESSORS AND ASSIGNS

This Agreement shall inure to the benefit of, and be binding upon, the successors and assigns of the respective Parties. This Agreement shall be recorded in the Official Records of the County of Fresno concurrent with the recording of the Final Map, and shall constitute a covenant running with the land and an equitable servitude upon the Subdivision. This Agreement may be modified only by written instrument duly authorized and executed by both CITY and OWNER. No assignment of this Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by OWNER without the written consent of CITY. Successors in Interest to any portion of the Subject Property shall comply with all terms and conditions of this Agreement. In particular, they shall provide all required insurance, bonds, and security to the City for that portion of any remaining Improvements which may yet to be completed at time of transfer. Said insurance, bonds, and security must be provided to the City within 30 days of obtaining a fee interest in a portion of the Subject Property.

N. INTEGRATION; INCORPORATION OF DOCUMENTS AND EXHIBITS

Each Party acknowledges that it has read and fully understands the contents of this Agreement. This Agreement represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, either written or oral, and includes all

documents referenced herein, including Exhibit "A," Legal Description of Property, and Exhibit "B," Development Impact Fees. The Final Map has been recorded separately, and a copy thereof is on file with the City Clerk.

O. CONDITIONS OF APPROVAL

OWNER shall comply with all conditions of approval set forth in Resolution No. 21-04, adopted by the City Council on January 13, 2021, the Standard Specifications, and the notes and requirements set forth on the Final Map, all of which are on file with the City Clerk.

P. APPLICABLE LAW AND VENUE

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

Q. PREVAILING WAGES

OWNER shall:

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

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

et seq. and the implementing regulations of the Department of Industrial Relations in connection with construction of Improvements, if any, that are public works.

R. ENFORCEMENT OF OBLIGATIONS

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

S. LIMITATIONS OF LEGAL ACTS

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

T. ATTORNEYS' FEES AND LEGAL EXPENSES

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

U. WAIVER

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

V. SUBORDINATION

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

W. CAPTIONS

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

X. AMBIGUITIES OR UNCERTAINTIES

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

Y. SEVERABILITY OF PROVISIONS

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

**ARTICLE II. CONSTRUCTION REQUIREMENTS**

A. STANDARD SPECIFICATIONS

All of the Improvements and work and materials shall be performed, installed and provided in strict accordance with the Standard Specifications, which are incorporated herein by this reference as though set forth in full. All of said work and improvements shall also comply with the requirements of the Kerman Municipal Code. In the event there is not a Standard Specification applicable to the Improvements or work or materials, or any portion thereof, it is agreed that the same shall be done and performed in accordance with the standards and specifications of the State of California, Department of Transportation. All of the Improvements and work and materials shall be done, performed and installed under the supervision of the City Engineer, under whose directions the work shall be inspected as it progresses. Until Final Acceptance of Improvements, OWNER shall give prominent and adequate warning to the public of each and every dangerous condition that may exist in the Subdivision, and shall take all reasonable actions to protect the public from any such dangerous condition.

B. SCOPE OF IMPROVEMENTS

The work and Improvements, including those depicted on or required by the Improvement Plans, which may include sewer, water, street, storm drainage, street lighting, landscape, irrigation, grading, and traffic signal plans, as well as plans required

by the Conditions of Approval, are incorporated herein by reference and made a part of this Agreement.

C. APPROVED PLANS

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

D. SCHEDULE

OWNER shall perform the work and Improvements to the satisfaction of the City Engineer. OWNER understands and agrees that the following schedule of work is intended to provide a guideline as to diligent prosecution of the work under this Agreement. OWNER agrees to the following construction schedule:

|                                        | <u>Date of Completion</u> |
|----------------------------------------|---------------------------|
| 1. Grading .....                       | 04/26/23                  |
| 2. Sewer Facilities .....              | 08/01/23                  |
| 3. Water Facilities.....               | 08/01/23                  |
| 4. Street Improvements .....           | 11/01/23                  |
| 5. Completion of all Improvements..... | 03/01/24                  |

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

E. COMPACTION AND MATERIALS TESTING

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

F. CODES AND PERMITS

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

G. COORDINATION OF CONTRACTORS

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

H. INSPECTION

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

I. REPAIR OF DAMAGED IMPROVEMENTS

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

J. DUST CONTROL

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

K. UNDERGROUNDING OF UTILITIES; STREET SURFACING

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

L. STREET SWEEPING

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

M. PRECONSTRUCTION MEETING

OWNER agrees to meet with CITY at a preconstruction meeting. OWNER'S contractors and subcontractors for public improvements shall be required to attend the

preconstruction meeting. Failure to do so shall draw a penalty of \$150.00 per contractor and sub-contractor, and stoppage of work until a preconstruction meeting is held.

N. BUILDING MATERIALS RECYCLING

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

*(Signatures on Next Page)*

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

CITY:  
CITY OF KERMAN,

OWNER:  
JOSEPH CROWN CONSTRUCTION  
AND DEVELOPMENT, INC.

By: \_\_\_\_\_  
Maria Pacheco  
Mayor

By:  \_\_\_\_\_  
JOSEPH DONALD CROWN  
PRESIDENT

Attest:  
  
\_\_\_\_\_  
Marci Reyes  
City Clerk

Approved as to Form:  
  
\_\_\_\_\_  
Hilda Cantú Montoy  
City Attorney

Approved as to Engineering Content:  
  
\_\_\_\_\_  
Jerry Jones  
City Engineer

**(Attach Notary Acknowledgements)**

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

State of CA

County of Fresno

On May 5, 2023 before me, C. Brazil, Notary Public (here insert name and title of the officer), personally appeared Joseph Donald Crown, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

C. Brazil  
Signature



## EXHIBIT "A"

## LEGAL DESCRIPTION OF PROPERTY

Tract No. 6293

The land referred to is situated in the County of Fresno, City of Kerman, State of California, and is described as follows:

## PARCEL 1:

Lots 38 and 39 in Section 12, Township 14 South, Range 17 East, Mount Diablo Base and Meridian of Fresno Irrigated Farms Company Tract, according to the map thereof recorded in Book 8 Page 1 of Record of Surveys, Fresno County Records.

Excepting therefrom all oil, gas, other hydrocarbon substances and minerals of any kind or character, in, on, or thereunder, as reserved by WM G Kerckhoff Company, a corporation, recorded April 11, 1947 in Book 2521 Page 134, Official Records.

Also excepting from said Lot 38 the East 208.7 feet of the South 178.7 feet.

Also excepting from said Lot 38 that portion described as beginning at the Southwest corner of said Lot 38, thence Northerly and along the West line of said Lot 38 a distance of 174 feet; thence Easterly and parallel to the South line of said Lot 38 a distance of 250 feet; thence Southerly and parallel with the West line of said Lot 38 a distance of 174 feet; more or less, to the South line of said Lot 38; thence Westerly and along the South line of said Lot 38 a distance of 250 feet, more or less, to the point of beginning.

Also excepting from said Lots 38 and 39 that portion described as commencing at a point on the Westerly line of said Lot 38 which bears Northerly 174.00 feet from the Southwest corner of said Lot; thence continuing Northerly along the Westerly line of Lots 38 and 39, 175.00 feet; thence Easterly and parallel to the South line of Lot 38, 250.00 feet; thence Southerly and parallel to the Westerly line of Lot 38, 175.00 feet; thence Westerly and parallel to the Southerly line of Lot 38, 250.00 feet to the point of commencement.

Also excepting all that portion of Lot 39 that portion described as beginning at a point on the West line of Lot 39 which is 170 feet South of the Northwest corner of Lot 39; thence Southerly along the West line of Lot 39 a distance of 75 feet, thence Easterly and parallel to the South line of Lot 39 a distance of 120 feet; thence Northerly and parallel to the West line of Lot 39 a distance of 75 feet; thence Westerly and parallel to the South line of Lot 39 a distance of 120 feet to the point of beginning.

## PARCEL 2:

All that portion of Lot 39 in the Southwest quarter of Section 12, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, of Fresno Irrigated Farms Company Tract, according to the map thereof recorded in Book 8 Page 1 of Record of Surveys, Fresno County Records, described as follows:

Beginning at a point on the West line of said Lot 39 which is 170 feet South of the Northwest corner of said Lot 39; thence Southerly along the West line of Lot 39, a distance of 75 feet; thence Easterly and parallel to the South line of Lot 39, a distance of 120 feet; thence Northerly and parallel to the West line of Lot 39, a distance of 75 feet; thence Westerly and parallel to the South line of Lot 39, a distance of 120 feet to the point of beginning.

Excepting therefrom all oil, gas and other hydrocarbon substances in and under said premises, together with the full right and privilege to the grantor, its successors and assigns, to develop and remove the same, as reserved by WM. G. Kerkckhoff Company, by deed recorded April 11, 1947 in Book 2521 Page 134, as Document No. 20302, Official Records.

EXHIBIT "B"  
DEVELOPMENT IMPACT FEES  
Tract No. 6293

**EXHIBIT "B"**  
**DEVELOPMENT IMPACT FEES**

**TRACT NO. 6293**

Vesting Tentative Map No. 6293

Owner: Joseph Crown Construction and Development, Inc.

VTM Approved: January 13, 2021

Impact Fee Schedule <sup>(1)</sup>:

2014 SFR

# Lots:

85

| PART I: DEVELOPMENT IMPACT FEES DUE AT FINAL INSPECTION OR CERTIFICATE OF OCCUPANCY |          |             |              |                             |              |
|-------------------------------------------------------------------------------------|----------|-------------|--------------|-----------------------------|--------------|
| Fee Description                                                                     | Quantity | Rate        | Extension    | Adjusted Fee <sup>(2)</sup> | Fee Per Lot  |
| Administrative Fee                                                                  | 85 UN    | \$ 500.00   | \$ 42,500    | \$ 42,500                   | \$ 500.00    |
| Public Building Facilities & Equipment                                              | 85 UN    | \$ 1,324.00 | \$ 112,540   | \$ 112,540                  | \$ 1,324.00  |
| General Plan                                                                        | 85 UN    | \$ 296.00   | \$ 25,160    | \$ 25,160                   | \$ 296.00    |
| Fire Station & Equipment                                                            | 85 UN    | \$ 730.00   | \$ 62,050    | \$ 62,050                   | \$ 730.00    |
| Storm Drain Basin Acquisition                                                       | 85 UN    | \$ 252.00   | \$ 21,420    | \$ 21,420                   | \$ 252.00    |
| Storm Drain Facilities                                                              | 85 UN    | \$ 1,043.00 | \$ 88,655    | \$ 88,655                   | \$ 1,043.00  |
| Water Front Footage                                                                 | 0 LF     | \$ 15.00    | \$ -         | \$ -                        | \$ -         |
| Water Oversize                                                                      | 85 UN    | \$ 304.00   | \$ 25,840    | \$ 25,840                   | \$ 304.00    |
| Water Major Facilities                                                              | 85 UN    | \$ 2,126.00 | \$ 180,710   | \$ 180,710                  | \$ 2,126.00  |
| Sewer Front Footage                                                                 | 0 LF     | \$ 16.00    | \$ -         | \$ -                        | \$ -         |
| Sewer Oversize                                                                      | 85 UN    | \$ 554.00   | \$ 47,090    | \$ 47,090                   | \$ 554.00    |
| Sewer Major Facilities                                                              | 85 UN    | \$ 2,349.00 | \$ 199,665   | \$ 199,665                  | \$ 2,349.00  |
| Parks - Development                                                                 | 85 UN    | \$ 2,706.00 | \$ 230,010   | \$ 230,010                  | \$ 2,706.00  |
| Parks - Quimby                                                                      | 85 UN    | \$ 759.00   | \$ 64,515    | \$ 64,515                   | \$ 759.00    |
| Major Streets                                                                       | 85 UN    | \$ 1,545.00 | \$ 131,325   | \$ 131,325                  | \$ 1,545.00  |
| Street Signals                                                                      | 85 UN    | \$ 159.00   | \$ 13,515    | \$ 13,515                   | \$ 159.00    |
| Railroad Crossings                                                                  | 85 UN    | \$ 263.00   | \$ 22,355    | \$ -                        | \$ -         |
| Outside Travel Lane                                                                 | 85 UN    | \$ 310.00   | \$ 26,350    | \$ 26,350                   | \$ 310.00    |
| <b>TOTAL</b>                                                                        |          |             | \$ 1,293,700 | \$ 1,271,345                | \$ 14,957.00 |

Notes:

- 1) Development was approved as a Vesting Tentative Map, which sets fees at rate in effect at time of approval. Vesting rights expire two years after recording of Final Map.
- 2) Refer to Part II for fee adjustments.

**EXHIBIT "B"**  
**DEVELOPMENT IMPACT FEES**

**TRACT NO. 6293**

Vesting Tentative Map No. 6293

Owner: Joseph Crown Construction and Development, Inc.

VTM Approved: January 13, 2021

Impact Fee Schedule <sup>(1)</sup>: 2014 SFR

# Lots: 85

| PART II: DEVELOPMENT IMPACT FEE ADJUSTMENTS/REIMBURSEMENTS |                 |                                    |                   |                         |                     |                         |
|------------------------------------------------------------|-----------------|------------------------------------|-------------------|-------------------------|---------------------|-------------------------|
| Fee Description                                            | Previous Credit | Construction Credit <sup>(2)</sup> | Total Credit      | Original Fee Obligation | Adjusted Obligation | Potential Reimbursement |
| Administrative Fee                                         | \$ -            | \$ -                               | \$ -              | \$ 42,500               | \$ 42,500           | \$ -                    |
| Public Building Facilities & Equipment                     | \$ -            | \$ -                               | \$ -              | \$ 112,540              | \$ 112,540          | \$ -                    |
| General Plan                                               | \$ -            | \$ -                               | \$ -              | \$ 25,160               | \$ 25,160           | \$ -                    |
| Fire Station & Equipment                                   | \$ -            | \$ -                               | \$ -              | \$ 62,050               | \$ 62,050           | \$ -                    |
| Storm Drain Basin Acquisition                              | \$ -            | \$ -                               | \$ -              | \$ 21,420               | \$ 21,420           | \$ -                    |
| Storm Drain Facilities                                     | \$ -            | \$ -                               | \$ -              | \$ 88,655               | \$ 88,655           | \$ -                    |
| Water Front Footage                                        | \$ -            | \$ -                               | \$ -              | \$ -                    | \$ -                | \$ -                    |
| Water Oversize                                             | \$ -            | \$ -                               | \$ -              | \$ 25,840               | \$ 25,840           | \$ -                    |
| Water Major Facilities                                     | \$ -            | \$ -                               | \$ -              | \$ 180,710              | \$ 180,710          | \$ -                    |
| Sewer Front Footage                                        | \$ -            | \$ -                               | \$ -              | \$ -                    | \$ -                | \$ -                    |
| Sewer Oversize                                             | \$ -            | \$ -                               | \$ -              | \$ 47,090               | \$ 47,090           | \$ -                    |
| Sewer Major Facilities                                     | \$ -            | \$ -                               | \$ -              | \$ 199,665              | \$ 199,665          | \$ -                    |
| Parks - Development                                        | \$ -            | \$ -                               | \$ -              | \$ 230,010              | \$ 230,010          | \$ -                    |
| Parks - Quimby                                             | \$ -            | \$ -                               | \$ -              | \$ 64,515               | \$ 64,515           | \$ -                    |
| Major Streets                                              | \$ -            | \$ -                               | \$ -              | \$ 131,325              | \$ 131,325          | \$ -                    |
| Street Signals                                             | \$ -            | \$ -                               | \$ -              | \$ 13,515               | \$ 13,515           | \$ -                    |
| Railroad Crossings                                         | \$ -            | \$ 300,000                         | \$ 300,000        | \$ 22,355               | \$ -                | \$ 277,645              |
| Outside Travel Lane                                        | \$ -            | \$ -                               | \$ -              | \$ 26,350               | \$ 26,350           | \$ -                    |
| <b>TOTAL</b>                                               | <b>\$ -</b>     | <b>\$ 300,000</b>                  | <b>\$ 300,000</b> | <b>\$ 1,293,700</b>     | <b>\$ 1,271,345</b> | <b>\$ 277,645</b>       |

Notes:

- 1) Development was approved as a Vesting Tentative Map, which sets fees at rate in effect at time of approval. Vesting rights expire two years after recording of Final Map.
- 2) Refer to Part III for construction credit calculations. The amount of each credit is an estimate and will be updated as appropriate based on documented construction costs submitted to the City for review at final acceptance.

**EXHIBIT "B"**  
**DEVELOPMENT IMPACT FEES**

**TRACT NO. 6293**

Vesting Tentative Map No. 6293

Owner: Joseph Crown Construction and Development, Inc.

**PART III: CONSTRUCTION CREDIT CALCULATIONS**

**RAILROAD CROSSINGS**

| Item Description                                                              | Quantity | Unit | Unit Cost     | Extension     |
|-------------------------------------------------------------------------------|----------|------|---------------|---------------|
| Siskiyou Avenue Railroad Crossing <sup>(1)</sup>                              |          |      |               |               |
| New crossing surface, crossing arms, warning signals, and street improvements | 1.00     | LS   | \$ 300,000.00 | \$ 300,000.00 |
| Railroad Crossings Credit =                                                   |          |      |               | \$ 300,000.00 |

Notes:

- 1) Per "Cost Sharing and Reimbursement Agreement Between City of Kerman and Joseph Crown Construction and Development, Inc. Relating to Public Improvements for Tentative Tract No. 6293" dated January 13, 2021, Crown is responsible for 50% of the estimated cost of improvements. The estimated cost stated in the Agreement was \$600,000, so Crown's 50% share is \$300,000.



## STAFF REPORT

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**MEETING DATE:** May 10, 2023

**PRESENTER:** John Jansons, City Manager

**SUBJECT:** Discussion of Assembly Bill 558 and Legislative Advocacy by City of Kerman (JAJ)

**RECOMMENDATION:** This item was initiated by Council Member Yep. Staff recommends Council discuss Assembly Bill 558 and City legislative advocacy and provide direction, if any.

**EXECUTIVE SUMMARY:** After learning of Assembly Bill 558 (AB 558) and its proposed changes to local governance of the Fresno County Transportation Agency, it was suggested the Council consider a resolution supporting or opposing this unusual and imposing legislation.

On April 25, 2023, AB 558 did not advance out of Committee and was effectively “shelved” for the current legislative session. While this is a two year bill, no further action would be necessary at this time due to this halt. As a result, the proposed resolution scheduled for Council consideration on April 26, was moot and no action was necessary by Council and the item was pulled by the City Manager.

While Council supported not discussing or taking any action on AB 558, Councilmember Yep expressed his desire to discuss AB 558 and other legislative advocacy and requested the item be brought back at the next meeting. Staff is returning this item as directed, as a Council discussion item on these subjects.

**FISCAL IMPACT:**

None

**ATTACHMENTS:**

A. Staff Report – April 26, 2023



## STAFF REPORT

**MEETING DATE:** April 26, 2023

**PRESENTER:** John Jansons, City Manager

**SUBJECT:** Consideration of City's position and possible Resolution regarding Assembly Bill 558 which proposes to change the governance structure of the Fresno County Transportation Agency and enact other project conditions (JAJ)

**RECOMMENDATION:** Staff recommends City Council:

1. Consider Assembly Bill 558 which proposes to change the governance structure of the Fresno County Transportation Agency and impose wage and environmental review conditions on funded projects; and
2. Determine whether to adopt a position in support or opposition to the proposed bill; and
3. Adopt resolution accordingly that communicates the Council's position to the bill's author Assembly Arambula, the Assembly Committee on Local Government, Cal Cities and Fresno County Transportation Authority.

**EXECUTIVE SUMMARY:** Assembly Bill 558, sponsored by Assembly Member Joaquin Arambula, District 31 Fresno, seeks to amend and expand the governance structure of the Fresno County Transportation Agency (FCTA) by adding four unelected representatives from labor, education, youth, and a disadvantaged unincorporated area resident. AB 558 also proposed to add wage and environmental review conditions placed upon FCTA funded projects.

Currently, The FCTA Board consists of nine members (9) with two members from the City of Fresno, two members from the Fresno County Board of Supervisors, one member from the City of Clovis, one member from a rural east side city, one member from a rural west side city, an urban Member-At-Large and a rural Member-At-Large.

AB 558 is currently under consideration by the Assembly Committee on Local Government.

**DISCUSSION:** FCTA was established in 1986 as a part of Fresno County's first county-wide locally funded transportation sales tax measure (Measure C).

At that time, the FCTA Board consisted of two members from the City of Fresno, two members of the Fresno County Board of Supervisors, an Eastside and Westside City representative, and a City of Clovis representative.

In 2006, two additional members were added to the FCTA Board; an urban and a rural Member-At-Large with the rural member appointed by the Board of Supervisors and the urban member

appointed jointly by the Cities of Fresno and Clovis. The two additional members were requested locally and were added just prior to the 2006 reauthorization.

The new Board membership was then approved by the voters of Fresno County. This was not a top-down change but rather a local request. These at-large positions have been filled with individuals of various backgrounds. The two current at-large members come from the disabled community and the goods movement industry.

AB 558 proposes to add four additional non-elected members to the FCTA Board from various backgrounds, including labor, education, youth, and an additional disadvantaged unincorporated area resident. AB 558 would also extend prevailing wage requirements to projects that are not in their entirety a public works project, and would require Measure C projects to adhere to the California Environmental Quality Act (CEQA).

These proposed changes rest on the assumption that these additional members are necessary because the constitution of the existing Board does not adequately represent people in underserved communities and the current FCTA Board is not inclusive.

FCTA strongly disagrees with this premise. FCTA is in fact proud that the existing Board is extremely diverse and represents all of Fresno County, including the 15 incorporated cities, the unincorporated communities, as well as the rural unincorporated areas and does not need to be changed.

FCTA believes that the changes proposed by AB 558 are unwarranted and will reduce the influence and effectiveness of the elected representatives on the FCTA Board. Further, FCTA claims AB 558 is an example of Sacramento imposing a State requirement on a local transportation funding measure.

While it may be difficult for any Board or Commission to represent every citizen of Fresno County on an equal basis, FCTA believes the current Board membership achieves a good balance between urban cities, small rural cities, and rural unincorporated areas. FCTA contends that adding four new unelected Board members who are not accountable to the voters of Fresno County would not provide better representation than the current Board membership.

**FISCAL IMPACT:** It is unknown at this time what fiscal impact there may be directly to Kerman with the proposed changes to FCTA governance and other aspects to the AB 558. Although it can be safely assumed that all member agencies will see smaller project awards due to the increased costs of wage and environmental review conditions set forth in AB 558 which are expected to have significant costs associated with them.

AB 558 would increase costs for projects County-wide, thereby resulting in smaller or fewer projects being completed in Fresno County with the projected resources available.

#### **ATTACHMENTS:**

- A. Draft Resolution in Support of AB 558
- B. Draft Resolution in Opposition to AB 558
- C. AB 558 Bill Text
- D. Opposition to AB 558 from Fresno County Transportation Agency

Attachment 'A'

RESOLUTION NO. 23-\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN IN SUPPORT AB 558,  
REGARDING CHANGES TO THE GOVERNANCE AND PROJECT REQUIREMENTS OF THE  
FRESNO COUNTY TRANSPORTATION AGENCY (FCTA)**

WHEREAS, the Fresno County Transportation Agency (FCTA), has operated since 2005 pursuant to state law; and

WHEREAS, Assembly Member Arambula has submitted to the California Legislature Assembly Bill 558 which proposes to change the governance structure of the FCTA Board and requires additional wage and environmental condition for FCTA projects; and

WHEREAS, Kerman is a member beneficiary of FCTA funded projects, transportation planning, and eligible for FCTA Board membership; and

WHEREAS, the City Council believes the changes proposed by AB 558 (Arambula) are beneficial to Kerman and Fresno County.

NOW THEREFORE, BE IT RESOLVED, that the City Council of the City of Kerman supports AB 558.

Section 1. The recitals above and true and correct and incorporated herein by reference.

Section 2. The City Clerk is hereby directed to email a copy of this adopted Resolution to the following:

1. California State Assembly Committee of Local Governance,
2. Office of Assembly Member Joaquin Arambula,
3. Fresno County Transportation Agency,
4. The League of California Cities; and
5. Other interested parties in support of the passage of AB 558.

Section 3. This Resolution is effective immediately.

The foregoing resolution was considered by the City Council to the City of Kerman at a regular meeting of said Council held on 26<sup>th</sup> day of April 2023, adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

---

Maria Pacheco  
Mayor

ATTEST:

---

Marci Reyes  
City Clerk

Attachment 'B'

**RESOLUTION NO. 23-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF Kerman OPPOSING AB 558,  
REGARDING CHANGES TO THE GOVERNANCE AND PROJECT REQUIREMENTS OF THE  
FRESNO COUNTY TRANSPORTATION AGENCY (FCTA)**

WHEREAS, the Fresno County Transportation Agency (FCTA), has operated since 2005

WHEREAS, Assembly Member Arambula has submitted to the California Legislature Assembly Bill 558 which proposes to change the governance structure of the FCTA Board and requires additional wage and environmental condition for FCTA projects; and

WHEREAS, Kerman is a member beneficiary of FCTA funded projects, transportation planning, and eligible for FCTA Board membership; and

WHEREAS, the City Council believes the changes proposed by AB 558 are unnecessary and detrimental to Kerman and Fresno County.

NOW THEREFORE, BE IT RESOLVED that the City Council of the City of Kerman opposes AB 558;

Section 1. The recitals above and true and correct and incorporated herein by reference.

Section 2. The City Clerk is hereby directed to email a copy of this adopted Resolution to the following:

1. California State Assembly Committee of Local Governance,
2. Office of Assembly Member Joaquin Arambula,
3. Fresno County Transportation Agency,
4. The League of California Cities,
5. Other interested parties in opposing AB 558.

Section 3. This Resolution is effective immediately.

The foregoing resolution was considered by the City Council to the City of Kerman at a regular meeting of said Council held on 26<sup>th</sup> day of April 2023, adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

\_\_\_\_\_  
Maria Pacheco  
Mayor

ATTEST:

\_\_\_\_\_  
Marci Reyes  
City Clerk

AMENDED IN ASSEMBLY MARCH 23, 2023

CALIFORNIA LEGISLATURE—2023–24 REGULAR SESSION

**ASSEMBLY BILL****No. 558****Introduced by Assembly Member Arambula**

February 8, 2023

An act to amend ~~Section 142108~~ of Sections 142051 and 142052 of, and to add Sections 142156 and 142157 to, the Public Utilities Code, relating to transportation.

## LEGISLATIVE COUNSEL'S DIGEST

AB 558, as amended, Arambula. Fresno County Transportation Authority.

The Fresno County Transportation Improvement Act provides for the ~~establishment~~ *creation* of the Fresno County Transportation Authority with a specified membership. Existing law requires the authority to provide notice of the time and place of a public hearing on the adoption on an annual budget and to make the proposed annual budget available for public inspection for at least 15 days before the hearing. *9 members, as specified. Existing law authorizes the authority to raise revenue, as specified, and to fund regional and local transportation improvements.*

*Existing law imposes various requirements on public works projects, including a requirement that, at minimum, all workers employed on a public works project be paid the general prevailing rate of per diem wages for work of a similar character in the locality in which a public work is performed, as specified.*

*This bill would make a nonsubstantive change to the latter provision. increase the membership of the authority to 13 members by adding to the authority a member of the public at large who represents a labor organization, a youth member, a local community member who is from*

a disadvantaged, unincorporated area of the county, and an educational member representing the county, as specified. The bill would require the authority, for a project that it funds, to ensure that certain prevailing wage requirements are satisfied if the project is not in its entirety a public work project and, for a construction or development project it funds, to enforce and promote environmental protections and regulations adopted pursuant to the California Environmental Quality Act, as specified. By imposing new requirements on the authority, the bill would create a state-mandated local program.

The California Constitution requires the state to reimburse local agencies and school districts for certain costs mandated by the state. Statutory provisions establish procedures for making that reimbursement.

This bill would provide that, if the Commission on State Mandates determines that the bill contains costs mandated by the state, reimbursement for those costs shall be made pursuant to the statutory provisions noted above.

Vote: majority. Appropriation: no. Fiscal committee: ~~no~~-yes.  
State-mandated local program: ~~no~~-yes.

The people of the State of California do enact as follows:

- 1    SECTION 1. The Legislature finds and declares all of the
- 2    following:
- 3    (a) The lived experiences of underserved communities in the
- 4    County of Fresno are often times overlooked and it is imperative
- 5    that community input, diverse backgrounds, and diverse ideas are
- 6    reflected on the board of the Fresno County Transportation
- 7    Authority.
- 8    (b) Diesel trucks, factories, and weakening sustainable farming
- 9    practices spew fatal toxins, and warehouses and distribution
- 10   centers release harmful emissions, that migrate throughout the
- 11   central valley and cause chronic health conditions, including
- 12   respiratory diseases, infections, heart disease, cancer,
- 13   developmental disorders, and reproductive ailments.
- 14   (c) The surrounding region is severely impacted by climate
- 15   change and the state must take action to protect human health.
- 16   (d) Diversifying leadership on the board of the Fresno County
- 17   Transportation Authority will result in more inclusive agendas
- 18   and transform restorative environmental justice and climate policy.

(e) In the San Joaquin Valley, neighborhoods that are predominately Black or Hispanic are more likely to be burdened by air pollution and environmental hazards and to lack the resources to reduce chronic health conditions.

(f) Local projects will fuel local public employment that should include skilled workforce training, higher wages, and labor protections.

(g) The Fresno County Transportation Authority must prioritize publically funded projects that uphold environmental protection standards under the California Environmental Quality Act (Division 13 (commencing with Section 21000) of the Public Resources Code) and that do not harm protected indigenous lands or underserved populations.

SEC. 2. Section 142051 of the Public Utilities Code is amended to read:

142051. The authority shall consist of ~~nine~~ 13 members selected as follows:

(a) Two members of the board of supervisors appointed by the ~~board~~, board of supervisors, consisting of one member from rural district 1, 4, or 5 and one member from urban district 2 or 3.

(b) Two members representing the City of Fresno, consisting of the mayor thereof and a member of the city council of that city appointed by the city council.

(c) One member representing the City of Clovis appointed by the city council of that city.

(d) Two members representing the other cities within the county, consisting of one westside member appointed by a committee ~~comprised of~~ comprising the mayors of each of those cities west of State Highway Route 99, and one eastside member appointed by a committee ~~comprised of~~ comprising the mayors of each of those cities east of State Highway Route 99.

(e) Two members of the public at large, consisting of one member appointed by the board of supervisors with the appointee residing outside of the incorporated areas of *the Cities of* Fresno and Clovis, and one member appointed jointly by the city councils of *the Cities of* Fresno and Clovis with the appointee residing within the incorporated area of *the City of* Fresno or Clovis.

(f) One member of the public at large who represents a labor organization and demonstrates an understanding of diversity, equity, labor advocacy, wage benefit protections, project labor

1 agreements, and skilled workforce training, appointed by the city  
2 council of the City of Fresno.

3 (g) (1) One youth member, who lives in the County of Fresno,  
4 appointed by the Governor, who may appoint an individual from  
5 a nominee list submitted pursuant to paragraph (2).

6 (2) (A) Youth-serving nonprofit organizations in the county  
7 may collaboratively develop a nominee list of two or more  
8 individuals who advocate for higher education needs, mental health  
9 wellness, or social justice within the county, are residents of the  
10 county, are between 18 and 26 years of age, inclusive, and are not  
11 elected officials. The nominee list shall be submitted to the board  
12 of supervisors.

13 (B) Not more than one year before the expiration of the youth  
14 member's term or a vacancy of that position, the board of  
15 supervisors shall consider any nominee list submitted pursuant to  
16 subparagraph (A) and may submit a nominee list to the Governor  
17 to assist in the appointment of the youth member.

18 (h) (1) One local community member who is from a  
19 disadvantaged, unincorporated area of the county and is involved  
20 in community and civic advocacy, appointed by the board of  
21 supervisors and selected from a nominee list submitted pursuant  
22 to paragraph (2).

23 (2) Not more than one year before the expiration of the local  
24 community member's term or a vacancy of that position, nonprofit  
25 organizations that have a presence in the county and support civic  
26 involvement may collaboratively develop a nominee list of two or  
27 more individuals and submit the nominee list to the board of  
28 supervisors.

29 (i) One educational member representing the county and who  
30 is a parent, teacher, principal, superintendent, or school employee,  
31 appointed by the Fresno County Board of Education.

32 SEC. 3. Section 142052 of the Public Utilities Code is amended  
33 to read:

34 142052. (a) Except for the Mayor of the City of Fresno, the  
35 members of the authority shall serve for a term terms of two years.

36 (b) If any member other than the ~~public member~~ members of  
37 the public at large, youth member, local community member, or  
38 educational member ceases to be an elected official, that member  
39 shall cease to be a member of the authority, and another member

1 shall be appointed for the remainder of the term pursuant to Section  
2 142051.

3 SEC. 4. Section 142156 is added to the Public Utilities Code,  
4 to read:

5 142156. For any project funded by the authority that is not in  
6 its entirety a public work for purposes of Chapter 1 (commencing  
7 with Section 1720) of Part 7 of Division 2 of the Labor Code, the  
8 authority shall ensure that all of the following requirements are  
9 satisfied:

10 (a) All construction workers employed in the execution of the  
11 project shall be paid at least the general prevailing rate of per  
12 diem wages for the type of work and geographic area, as  
13 determined by the Director of Industrial Relations pursuant to  
14 Sections 1773 and 1773.9 of the Labor Code, including apprentices  
15 registered in programs approved by the Chief of the Division of  
16 Apprenticeship Standards may be paid at least the applicable  
17 apprentice prevailing rate.

18 (b) The project proponent shall ensure that the prevailing wage  
19 requirement is included in all contracts for the performance of the  
20 work for those portions of the project that are not a public work  
21 for purposes of Chapter 1 (commencing with Section 1720) of Part  
22 7 of Division 2 of the Labor Code.

23 (c) All contractors and subcontractors for those portions of the  
24 project that are not a public work for purposes of Chapter 1  
25 (commencing with Section 1720) of Part 7 of Division 2 of the  
26 Labor Code shall comply with both of the following:

27 (1) Pay to all construction workers employed in the execution  
28 of the project at least the general prevailing rate of per diem  
29 wages, in addition apprentices registered in programs approved  
30 by the Chief of the Division of Apprenticeship Standards may be  
31 paid at least the applicable apprentice prevailing rate.

32 (2) Maintain and verify payroll records pursuant to Section  
33 1776 of the Labor Code and make those records available for  
34 inspection and copying as provided in that section. This paragraph  
35 does not apply if all contractors and subcontractors performing  
36 work on the project are subject to a project labor agreement that  
37 requires the payment of prevailing wages to all construction  
38 workers employed in the execution of the project and provides for  
39 enforcement of that obligation through an arbitration procedure.  
40 For purposes of this paragraph, "project labor agreement" has

1 *the same meaning as set forth in paragraph (1) of subdivision (b)*  
 2 *of Section 2500 of the Public Contract Code.*

3 *SEC. 5. Section 142157 is added to the Public Utilities Code,*  
 4 *to read:*

5 *142157. For any construction or development project funded*  
 6 *by the authority, the authority shall enforce and promote*  
 7 *environmental protections and regulations adopted pursuant to*  
 8 *the California Environmental Quality Act (Division 13*  
 9 *(commencing with Section 21000) of the Public Resources Code).*

10 *SEC. 6. If the Commission on State Mandates determines that*  
 11 *this act contains costs mandated by the state, reimbursement to*  
 12 *local agencies and school districts for those costs shall be made*  
 13 *pursuant to Part 7 (commencing with Section 17500) of Division*  
 14 *4 of Title 2 of the Government Code.*

15 ~~SECTION 1. Section 142108 of the Public Utilities Code is~~  
 16 ~~amended to read:~~

17 ~~142108. (a) Notice of the time and place of a public hearing~~  
 18 ~~on the adoption of the annual budget shall be published pursuant~~  
 19 ~~to Section 6061 of the Government Code not later than the 15th~~  
 20 ~~day prior to the day of the hearing.~~

21 ~~(b) The proposed annual budget shall be available for public~~  
 22 ~~inspection at least 15 days before the hearing.~~



Mike Leonardo  
Executive Director

April 6, 2023

The Honorable Joaquin Arambula  
Assemblymember, 31<sup>st</sup> District  
1021 O Street, Suite 8130  
Sacramento, CA 95814

**Re: AB 558 (Arambula) Fresno County Transportation Authority Membership - OPPOSE**

Dear Assemblymember Arambula:

On behalf of the Fresno County Transportation Authority (FCTA), I write to you in **OPPOSITION** to AB 558, your measure that proposes to alter the composition of the FCTA Board of Directors in response to unfounded concerns over the process that our agency followed to develop the most recent transportation sales tax measure in Fresno County that sought local voter approval on the November 2022 ballot for a 30-year extension of our current Measure C (half-cent sales tax). This measure ultimately fell short of the necessary votes for extension.

FCTA was established in 1986 as a part of Fresno County's first county-wide locally funded transportation sales tax measure (Measure C). At that time, the FCTA Board consisted of two members from the City of Fresno, two members of the Fresno County Board of Supervisors, an Eastside and Westside City representative, and a City of Clovis representative. In 2006, Measure C was extended for an additional 20 years and remains in place until 2027 unless extended. In 2006, two additional members were added to the FCTA Board; an urban and a rural Member-At-Large with the rural member appointed by the Board of Supervisors and the urban member appointed jointly by the Cities of Fresno and Clovis. The two additional members were requested locally and were added just prior to the 2006 reauthorization. The new Board membership was then included in the 2006 ballot materials approved by the voters of Fresno County. This was not a top-down change but rather a local request. These at-large positions have been filled with individuals of various backgrounds. The two current at-large members come from the disabled community and the goods movement industry.

AB 558 proposes to add four additional non-elected members to the FCTA Board from various backgrounds, would purportedly extend prevailing wage requirements to projects that are not in their entirety a public works project, and would require Measure C projects to adhere to the California Environmental Quality Act (CEQA). These proposed changes rest on the assumption that these additional members are necessary because the constitution of the existing Board does not adequately represent people in underserved communities and current FCTA Board agendas are not inclusive. We strongly disagree with this perspective. Please note that the existing Board represents all of Fresno County, including the 15 incorporated cities, the unincorporated communities, as well as the rural unincorporated areas.

Approximately 65% of the Fresno County population is within the Fresno-Clovis metropolitan area. The other incorporated cities make up 18% while the unincorporated areas and communities make up the remaining 17%. The Fresno-Clovis metro area has four members on the Board. The smaller unincorporated cities have two (or three depending on how the Rural-At-Large member is considered), while the unincorporated areas have two (or three, again depending on how the Rural-At-Large is considered). While not an exact match, this Board composition does well at ensuring adequate representation for all of Fresno County.

During recent efforts to renew Measure C for an additional 30 years, certain groups opposed to the renewal effort claimed that FCTA staff, consultants and the Board did not authentically engage with the public, especially in regard to disadvantaged areas of Fresno County. This could not be further from the truth. FCTA, in partnership with the Fresno County Council of Governments (Fresno COG), engaged in extensive public outreach and engagement. This effort was unprecedented in Fresno County, especially considering it occurred during the height of the COVID-19 pandemic. In summary:

- The renewal effort was guided by two diverse committees consisting of a total of approximately 85 members. These two committees consisted of representatives from local government, health, business, agriculture, goods movement, education, disabled, youth, labor, chambers of commerce, public safety, ADA & Seniors, non-motorized modal advocates, transit advocates, air quality advocates and eight different community-based organizations representing a broad cross section of disadvantaged and underserved communities and groups. (Complete membership of these committees is included as an attachment to this letter).
- During 2021 and 2022, FCTA conducted two public opinion polls of close to 6000<sup>1</sup> residents. Each area of the County, including rural unincorporated areas were represented by a statistically valid number of people contacted. Oversampling was done in rural areas in order to ensure each area was statistically valid.
- Approximately 2800 informal surveys were collected, some online due to COVID but many done face to face in the rural disadvantaged areas. These face-to-face surveys were conducted in English or Spanish depending on the stated desires of the residents.
- Seven in-person workshops throughout the country plus one virtual workshop were held. These meetings typically included transportation, food, and child care to ensure disadvantaged community members had the opportunity to fully participate.
- Attendance and presentations at various community events throughout the County, including disadvantaged communities
- Multiple presentations at the FCTA Board, the Board of Supervisors meetings, Fresno Council of Governments, and at every incorporated City within the County.

As you can see, FCTA takes their public engagement responsibilities very seriously and additional Board members are not required in order to ensure that disadvantaged communities are represented in the process. As noted above, the makeup of the existing FCTA Board ensures that everyone in the County is represented. Almost all of rural Fresno County is considered disadvantaged as well as much of the urban area. Supervisors, Councilmembers, and Mayors are elected to represent all of their constituents within Fresno County. With rare exception, each of these elected officials represent disadvantaged areas and people. Further, these elected Board members are accountable to the people who elect them. That accountability does not exist with non-elected appointed Board members. As you are aware, local sales

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<sup>1</sup> This polling sample size is unprecedented in Fresno County and larger than almost all other local transportation measure polls conducted throughout California.

tax measures are a careful balancing act that must consider the needs of the entire county in order to achieve the necessary two-thirds voter threshold. Because certain communities feel as though not enough investment was promised to them is not a reason to overhaul the FCTA Board, but rather an opportunity to engage through the public engagement process during the next attempt to extend Measure C. A full description of the Measure C Renewal public engagement effort is also attached to this letter.

In response to AB 558's requirement to apply prevailing wage requirements, it is important to understand what Measure C does, how the money is allocated, and what is covered by existing prevailing wage requirements. Measure C's major programs along with the current prevailing wage requirements are outlined in the following table:

| PROGRAM                                                 | Percentage of Measure | Prevailing Wage Requirements                                                                                                                                                                       |
|---------------------------------------------------------|-----------------------|----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| Regional Transportation Improvement Program             | 30.5%                 | Public Works projects, 100% prevailing wage.                                                                                                                                                       |
| Local Transportation Program, Street Maintenance        | 15%                   | Mostly public works projects which are subject to prevailing wage. Some pavement repairs done with in-house city/county maintenance crews. Most/all are union employees subject to prevailing wage |
| Local Transportation Program, Flexible and Bike/Ped/ADA | 19.5%                 | Traffic signals, ped and bike facilities, safety improvements, etc. Nearly all public works projects (100% prevailing wage) with some minor work performed by in-house (union) staff.              |
| Grade Separation Program                                | 6%                    | Public Works Projects 100% prevailing wage.                                                                                                                                                        |
| Public Transit Program                                  | 24%                   | Transit projects are public works projects and subject to prevailing wage. Vast majority of funding covers transit operations. Most transit employees are union and subject to prevailing wage     |
| Environmental Enhancement Program                       | 3.5%                  | School Bus Replacements subject to public purchasing requirements. TOD incentive projects are typically public works projects and subject to prevailing wage.                                      |
| Administration                                          | 1.5%                  | No prevailing wage requirements                                                                                                                                                                    |

As you can see, the addition of the prevailing wage language is unnecessary as there is little in Measure C that isn't covered and all public works projects, state and local, are already covered by Section 1720 of the California Labor Code.

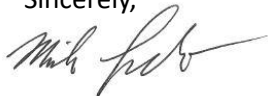
Finally, every project or program funded by Measure C is subject to a CEQA analysis. Some programs do not have CEQA implications and are legally exempt. All major projects do undergo a CEQA (and in most cases National Environmental Policy Act NEPA) analysis. Again, AB 558 unnecessarily re-states existing law.

In closing, we would like to reiterate that AB 588 is looking for a problem that simply does not exist. Within the framework of our existing measure, the FCTA Board has very little discretion in how funds are allocated, and which projects are funded, as the funding allocations and projects were set by voters in

the 2006 Expenditure Plan, and local projects are exclusively at the discretion of the County's various local agencies. FCTA has no role in which local projects are selected because those decisions are made by the cities themselves or the Board of Supervisors. Almost 60% of Measure C revenues are local agency pass through funds with no FCTA oversight except to ensure, through audits, that the expenditures were consistent with the program requirements. Another 30% are project specific funds included in the 2006 Expenditure Plan. There are two small grant programs totaling about 3% of the entire Measure C program that the FCTA Board makes funding decisions based on technical evaluation performed by local agency staff.

Our local governance structure was affirmed by local voters, should remain a local issue for the current Measure and any future measures. If you have any questions, please contact me at [mike@thefcta.com](mailto:mike@thefcta.com). Thank you for your consideration.

Sincerely,



Mike Leonardo  
Executive Director  
Fresno County Transportation Authority

cc: The Honorable Cecilia Aguiar-Curry, Chair, Assembly Committee on Local Government  
The Honorable Jim Patterson, Assemblymember, 8<sup>th</sup> District  
The Honorable Devon Mathis, Assemblymember, 33<sup>rd</sup> District  
The Honorable Esmerelda Soria, Assemblymember, 27<sup>th</sup> District  
The Honorable Shannon Grove, Senator, 12<sup>th</sup> District  
The Honorable Anna Caballero, Senator, 14<sup>th</sup> District  
The Honorable Melissa Hurtado, Senator, 16<sup>th</sup> District