CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, November 12, 2025 at 6:00 PM

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

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

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

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

1. **OPENING CEREMONIES**

   A. Call to Order

   B. Roll Call

   C. Invocation

   D. Flag Salute

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

3. **PRESENTATIONS/CEREMONIAL MATTERS**

   A. Proclamation - Native American Heritage Month

   B. Proclamation - Sikh Awareness and Appreciation Month

   C. Recognition - Kerman Honor Banner Committee

   D. Proclamation - World Planning Day

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

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

A. **SUBJECT:** Minutes - October 22, 2025

RECOMMENDATION: Council approve minutes as presented.

B. **SUBJECT:** Warrants (JA)
1. Nos. 33153-33312 $1,005,419.93 ACH $181,615.59.

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

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

09/28/2025 to 10/11/2025: $257,648.81; Retro Pay & Other: $4,651.57; Overtime: $5,077.16; Holiday: $0.00; Standby: $1,809.16; Comp Time Earned: 37.13

10/12/2025 to 10/25/2025: $261,465.99; Retro Pay & Other: $4,366.90; Overtime: $9,754.79; Holiday: $0.00; $ Standby: $2,010.01; Comp Time Earned: 91.88

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Ordinance Repealing Chapter 3.20 of the Kerman Municipal Code Relating to the City's Purchasing System and Surplus Property (JA)

RECOMMENDATION: Council by motion waive the full reading and adopt ordinance repealing Chapters 3.20 and adding new Chapter 3.20 relating to the City's purchasing system by title only.

6. **PUBLIC HEARINGS**

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

A. **SUBJECT:** Public Hearing for Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2025 California Building Standards Code By Reference. (JJ)

RECOMMENDATION: City Council hold a public hearing, waive full reading, and adopt an Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2025 California Building Standards Code by Reference.

7. **DEPARTMENT REPORTS**

A. **SUBJECT:** Proposed Public Safety Camera System (SW)

RECOMMENDATION: Council by motion adopt resolution approving a five-year contract with Flock Group, Inc. dba Flock Safety for the installation and support of a public safety camera system in the amount of $454,950.00 (excluding tax), pursuant to Omnia Partners Contract No. R250203.

B. **SUBJECT:** Consideration of Professional Services Agreement with ELS Architecture and Urban Design regarding the Kerman Area Multi-Generational Resiliency Center (TJ)

RECOMMENDATION: Council by motion adopt a resolution approving the Kerman Area Multi-Generational Resiliency Center Architectural Design Services Agreement with ELS Architecture and Urban Design regarding the Kerman Area Multi-Generational Resiliency Center located at 15100 W. Kearney Blvd. for $1,228,725.00 and authorize the City Manager to execute the agreement.

C. **SUBJECT**: The Orchards at Gill Estates Project: General Plan Amendment (GPA 2023-02), Rezone (REZ 2023-03), Tentative Parcel Map (TPM 2024-01), Tentative Subdivision Map (TSM 2023-03), Annexation (ANX 2023-03), and Mitigated Negative Declaration (SCH No. 2025060904) pertaining to two (2) parcels located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue (APNs 020-120-06 and 020-120-03S) (JJ)

RECOMMENDATION: Council consider the second reading of the ordinance, adoption of the Tentative Subdivision Map Resolution, Tentative Parcel Map Resolution, and Annexation Initiation Resolution; deliberate; and by motion:

1. Waive the full reading and adopt an Ordinance of the City Council of the City of Kerman amending the official zoning map for two (2) parcels identified as Assessor's Parcel Numbers (APNs) 020-120-06 (19.82 acres) and 020-120-03S (20 acres), pre-zoning the parcels consistent with the proposed land use designations, resulting in approximately 30.39 acres within the Smart Development Combining District – Residential – minimum 3,500 square feet (SD-R-3.5), 8.74 acres within the Mixed Use District, totaling approximately 39.13 acres

located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue.

2. Adopt a Resolution of the City Council of the City of Kerman approving Tentative Parcel Map 2024-01 for two (2) parcels identified as 020-120-06 (19.82 acres) and 020-120-03S (20 acres) into two (2) parcels and one (1) remainder, including a 28.35-acre "Parcel 1" that would accommodate TSM 2023-03, a 8.74-acre "Parcel 2" on the east portion of APN 020-120-06 with no development proposed at this time, and a 2.04-acre "Remainder" on the northwest corner with an existing single-family residence; and

3. Adopt a Resolution of the City Council of the City of Kerman approving Tentative Subdivision Map 2023-03 for one (1) parcel (Parcel 1 of TPM 2024-01) into 172 single-family lots ranging in size from 3,690 square feet to 8,987 square feet and five (5) outlots, totaling approximately 28.35 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue; and

4. Adopt a Resolution of the City Council of the City of Kerman initiating annexation of two (2) parcels identified as Assessor's Parcel Numbers (APNs) 020-120-06 (19.82 acres) and 020-120-03S (20 acres), totaling approximately 40 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue (Annexation 2023-03).

D. **SUBJECT:** Ratification of Well No. 15 Water Well Repairs (MB)

RECOMMENDATION: Council by motion adopt resolution ratifying award of contract to Arsenal Well Drilling, Inc. for repairs to Well No. 15 in the amount of $ 89,900.46.

E. **SUBJECT:** Budget Adjustments for 1st Quarter Fiscal Year 2025/2026 (JA)

RECOMMENDATION: Council review and adopt resolution adopting revisions to the Fiscal Year 2025/2026 Budget.

F. **SUBJECT:** Fourth Amendment to Employment Agreement with City Manager (HCM)

RECOMMENDATION: Council is asked to consider and determine whether to adopt a resolution approving a fourth amendment to Employment Agreement with City Manager.

8. **CITY MANAGER/STAFF COMMUNICATIONS**

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

10. **CLOSED SESSION**

None.

11. **ADJOURNMENT**

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

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.net or upon request by emailing the City Clerk at publicmeeting@cityofkerman.org or calling (559) 550-1414. The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please contact the City Clerk at (559) 550-1414 or email at publicmeeting@cityofkerman.org so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. The meeting room is accessible to persons with physical disabilities.

AGENDA POSTING CERTIFICATION

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

Date: November 7, 2025 /s/ Josie Camacho, City Clerk

PROCLAMATION
Kerman City Council

NATIVE AMERICAN HERITAGE MONTH

WHEREAS, in 1990, President George H. W. Bush approved a joint resolution designating November as "National American Indian Heritage Month"; and

WHEREAS, Native American and Indigenous roots are deeply embedded in this land – a homeland loved, nurtured, and strengthened with honor and conviction, through enduring cultures and contributions of all Native American and Indigenous peoples; and

WHEREAS, there are strong historic ties in Fresno County with the Chukchansi-band Yokuts, Monache (Mono) people, and some Chuckchansi people also have ancestral ties to the Picayune Rancheria of Chuckchansi Indians, located in the neighboring Madera County; and

WHEREAS, we recognize that these peoples and their descendants along with many others from around the world, including Oaxaqueño, Mayan, Mexica, Purépecha and other Indigenous communities continue to live, thrive, and contribute to the rich cultural fabric of our communities today; and

WHEREAS, this month provides an opportunity to learn about Native American tribes and Indigenous peoples, and to raise awareness of the unique challenges they have faced historically and continue to face today; and

WHEREAS, despite these challenges and a painful history, Native and Indigenous peoples, their communities, and their governments have persevered and flourished as teachers and scholars, scientists and doctors, writers and artists, business leaders and elected officials, and more.

NOW, THEREFORE, BE IT RESOLVED, that the City Council of the City of Kerman hereby proclaims the month of November 2025 as Native American Heritage Month and urges all citizens to honor the richness of Native American cultures and histories. The City Council encourages all citizens to use this month to deepen their understanding, appreciation, and respect for the significant contributions of Native Americans to the fabric of our nation

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 12th day of November 2025.

_____
Maria Pacheco
Mayor

PROCLAMATION
Kerman City Council

SIKH AWARENESS AND APPRECIATION MONTH 2025

WHEREAS, California and our nation are strengthened by the diversity of our residents; and

WHEREAS, Sikhism, the fifth largest religion in the world, is practiced by more than 25 million people globally and over 500,000 in the United States; and

WHEREAS, Sikhs have lived in the United States for over 120 years, first arriving in California in 1899 through Angel Island and establishing the first gurdwara, the Stockton Sikh Temple, in 1912; and

WHEREAS, Sikh Americans have greatly contributed to California's agriculture, economy, and culture as farmers, business owners, first responders, military members, educators, and public officials; and

WHEREAS, through *seva* (selfless service), Sikh Americans demonstrate compassion and unity by operating free community kitchens, supporting local food programs, and serving the public to strengthen communities; and

WHEREAS, despite facing acts of discrimination and hate throughout history, the Sikh community continues to show resilience, courage, and *chardi kala* (eternal optimism);

NOW, THEREFORE, BE IT PROCLAIMED, the City Council of the City of Kerman, do hereby proclaim the month of November 2025 as Sikh Awareness and Appreciation Month, and encourages all residents to honor the contributions of Sikh Americans to our state's history, culture, and future.

I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 12th day of November 2025.

_____

Maria Pacheco
Mayor

PROCLAMATION
Kerman City Council

WORLD TOWN PLANNING DAY 2025

WHEREAS, the International Organization for World Town Planning Day was founded in 1949 to advance public and professional interest in planning both locally and abroad and to promote broad-based awareness, participation, and support for community planning among the general public and all government agencies; and

WHEREAS, this year's theme is With Planning We Can!, and through this statement, we celebrate the change and growth that have led to positive impacts for all states, regions, counties, cities, and towns; and

WHEREAS, the community planning process is intended to empower residents to be involved in making meaningful contributions that set pathways for the prosperous future of Kerman; and

WHEREAS, with thoughtful community planning, we can help manage and direct change and growth in a way that provides better choices for how people live, work, and play in Kerman; and

WHEREAS, we recognize the vital role planning professionals play in fostering a sound and sustainable community that enhances both the natural environment and built space;

NOW, THEREFORE, BE IT PROCLAIMED, the City Council of the City of Kerman, do hereby recognize November 8th, 2025, as World Town Planning Day, and urge all citizens to learn more about the planning industry, its professionals, and how everyone can be part of the planning process.

I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 12th day of November 2025.

_____

Maria Pacheco
Mayor

CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, October 22, 2025 at 6:00 PM

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

1. **OPENING CEREMONIES**

   A. Call to Order **- 6:01 p.m.**

   B. Roll Call - **All present except Councilmember Herrera.**

   C. **I**nvocation - **Performed by Mayor Pacheco**

   D. Flag Salute – **Performed.**

2. **AGENDA APPROVAL/ADDITIONS/DELETIONS**

   Item 7.B is pulled to be discussed at a future meeting.

   Motion to approve agenda, excluding Item 7.B, made by Councilmember Hall and Seconded by Mayor Pro Tem Yep.
   Ayes: Hall, Yep, Dhaliwal, Pacheco
   Noes: None
   Abstain: None
   Absent: Herrera
   Motion passes 4-0-0-1

3. **PRESENTATIONS/CEREMONIAL MATTERS**

   A. Proclamation - Domestic Violence Awareness Month - **Presented by Chief Wilkins to Marjoree Mason Center representatives Tiffany and Laura.**

   B. Proclamation - Breast Cancer Awareness Month - **Presented by Lieutenant Barcoma.**

   C. Proclamation - Code Enforcement Officer Appreciation Month - **Presented to Code Enforcement Officer Ruth Belmonte.**

4. **PUBLIC FORUM - None.**

5. **CONSENT CALENDAR**

A. **SUBJECT:** Minutes - September 24, 2024

RECOMMENDATION: Council approve minutes as presented.

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

1. Nos. 32941-33152 $2,017,554.82 ACH $217,435.03.

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

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

8/31/25 to 9/13/25: $272,448.25; Retro Pay & Other: $570.50; Overtime: $29,959.64; Holiday: $1,497.33; Standby: $1,846.68; Comp Time Earned: 105.75

9/14/25 to 9/27/25: $269,663.49; Retro Pay & Other: $0.00; Overtime: $15,079.22; Holiday: $0.00; Standby: $2,480.75; Comp Time Earned: 49.10

RECOMMENDATION: Council approve payroll as presented.

D. **SUBJECT:** Monthly Investment Report Ending August 31, 2025 (JA)

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Contract Agreement with Civic Plus for City Website and Support Services (JA)

RECOMMENDATION: Council by motion adoption resolution approving new agreement with Civic Plus for City website and support services and authorizing the City Manager to sign the agreement. **Res. 25-74**

F. **SUBJECT**: Resolution Accepting the Downtown Corridor Revitalization Project - Phase 1, Federal Project No. CCL-5291(032) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Downtown Corridor Revitalization Project - Phase 1, Federal Project No. CCL-5291(032) and authorizing the City Engineer to record the Notice of Completion. **Res. 25-75**

G. **SUBJECT**: Modification of Job Descriptions for Account Clerk I and Account Clerk II in Finance Department (JA)

RECOMMENDATION: Council by motion adopt resolution amending the job descriptions for the Account Clerk I and Account Clerk II positions in the Finance Department. **Res. 25-76**

H. **SUBJECT:** Consideration of Resolution Approving Updated Emergency Operations Plan (JAJ)

RECOMMENDATION: Council by motion adopt a resolution approving updated Emergency Operations Plan. **Res. 25-77**

Motion made by Mayor Pro Tem Yep and Seconded by Councilmember Hall.
Ayes: Yep, Hall, Dhaliwal, Pacheco
Noes: None
Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

6. **PUBLIC HEARINGS** - **Opened - 6:27 p.m.**

A. **SUBJECT:** Public Hearing and Authorization of Submission of Application for Community Development Block Grant Funds for Program Year 2026-2027 (JG)

RECOMMENDATION: Council conduct a Public Hearing and adopt the resolution authorizing the submission of an application for Community Development Block Grant (CDBG) funds for Program Year 2026-2027 for Solar Streetlight Improvements. **Res. 25-78**

Public Hearing Closed - 6:37 p.m.

Motion made by Mayor Pro Tem Yep and Seconded by Councilmember Dhaliwal.
Ayes: Yep, Dhaliwal, Hall, Pacheco
Noes: None
Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

Opened - 6:39 p.m.

B. **SUBJECT:** Public hearing regarding General Plan Amendment (GPA 2023-02), Rezone (REZ 2023-03), Tentative Parcel Map (TPM 2024-01), Tentative Subdivision Map (TSM 2023-03), Annexation (ANX 2023-03), and Mitigated Negative Declaration (SCH No. 2025060904) pertaining to two (2) parcels located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue (APNs 020-120-06 and 020-120-03S) (JJ)

RECOMMENDATION: The Kerman City Council conduct a public hearing, deliberate, and:

1. A resolution of the City Council of the City of Kerman (1) adopting the findings required by California Environmental Quality Act (CEQA) Guidelines, Section 15091; (2) certifying the Mitigated Negative Declaration (SCH No. 2025060904); (3) adopting the proposed Mitigation Monitoring and Reporting Program; and (4) approving General Plan Amendment 2023-02 to amend the 2040 Kerman General Plan planned land use designations for Assessor's Parcel

Numbers (APN) 020-120-06 (9.64 acres) to MU – Mixed Use and MDR – Medium Density Residential (southwest corner of West Nielen Avenue and North Madera Avenue); and

2. Introduce by title only an ordinance of the City Council of the City of Kerman approving Rezone 2023-03 to amend the official zoning map of the City of Kerman for two (2) parcels identified as Assessor's Parcel Numbers (APNs) 020-120-06 (19.82 acres) and 020-120-03S (20 acres), pre-zoning the parcels consistent with the proposed land use designations, resulting in approximately 30.39 acres within the Smart Development Combining District – Residential – minimum 3,500 square feet (SD-R-3.5), 8.74 acres within the Mixed Use District, totaling approximately 39.13 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue (Rezone 2023-03). **Res. 25-79**

At 6:47 p.m., Mayor Pacheco recused herself in compliance with the Levine Act. Mayor Pro Tem Yep conducted the meeting for this item only at 6:50 p.m.

Comments in support of the item were provided by Mr. Skinner and Mr. Gill.

Public Hearing Closed - 7:27 p.m.

Motion made by Councilmember Dhaliwal and Seconded by Councilmember Hall.
Ayes: Dhaliwal, Hall, Yep
Noes: None
Abstain: Pacheco
Absent: Herrera
Motion passes 3-0-1-1

Mayor Pacheco returned at 7:30 p.m.

7. **DEPARTMENT REPORTS**

A. **SUBJECT:** Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2025 California Building Standards Code By Reference (JJ)

RECOMMENDATION: City Council introduce Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2025 California Building Standards Code by Reference, waive full reading, and set the date for the required public hearing for November 12, 2025.

Motion made by Mayor Pro Tem Yep and Seconded by Councilmember Hall.
Ayes: Yep, Hall, Dhaliwal, Pacheco
Noes: None
Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

B. **SUBJECT:** Consideration of Professional Services Agreement with els Architecture and Urban Design regarding the Kerman Area Multi-Generational Resiliency Center (TJ)

RECOMMENDATION: Council by motion adopt a resolution approving the Kerman Area Multi-Generational Resiliency Center Architectural Design Services Agreement with els Architecture and Urban Design regarding the Kerman Area Multi-Generational Resiliency Center located at 15100 W. Kearney Blvd. for $1,228,725.00 and authorize the City Manager to execute the agreement.

Item 7.B pulled.

C. **SUBJECT:** Consideration of Updated Ordinance Relating to Purchasing System and Repeal of Resolutions 89-06, 97-06, 08-57, 14-64 and 15-49 Regarding Surplus Property (JA)

RECOMMENDATION: Council by motion (i) waive the full reading and introduce ordinance repealing Chapters 3.20 and adopting new Chapter 3.20 relating to the City's purchasing system and (ii) adopt resolution repealing Resolution Nos. 89-06, 97-06, 08-57, 14-64 and 15-49 regarding Surplus Property. **Res. 25-83**

Legal Counsel noted the following corrections:

On page 226, subsection 2(d), there is a discrepancy in the referenced amount. Both the written amount and the parenthetical should be corrected to $235,000.

On page 233, Item B1, regarding the issuance of credit cards, the position listed as Human Resources Manager should be corrected to Human Resources Officer.

Motion made by Mayor Pro Tem Yep and Seconded by Councilmember Hall.
Ayes: Yep, Hall, Dhaliwal, Pacheco
Noes: None
Abstain: None
Absent: Herrera
Motion passes 4-0-0-1

8. **CITY MANAGER/STAFF COMMUNICATIONS**

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

10. CLOSED SESSION - 7:43 p.m.

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

Reconvened at 8:02 p.m. with direction for the City Attorney to prepare an amendment to the City Manager's Employment Agreement and place a discussion item on the agenda for the November 12th Council meeting.

11. ADJOURNMENT - 8:02 p.m.

MINUTES CERTIFICATION

I, Marisol Camacho, Deputy 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: October 23, 2025 /s/ Marisol Camacho, Deputy Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: VSandoval
Printed: 10/31/2025 4:38 PM

Check No	Vendor No	Vendor Name	Check Date	Check Amount
33153	10136	DIVISION OF THE STATE ARCHITECT	10/14/2025	116.80
			Total for 10/14/2025:	116.80
33154	10033	AMERICAN WATER WORKS ASSOC	10/15/2025	539.00
33155	12537	AMERITAS GROUP INSURANCE CORP	10/15/2025	3,968.37
33156	12886	ANTOJITOS SHERLYN	10/15/2025	60.00
33157	12883	APEX TRAINING SOLUTIONS	10/15/2025	2,000.00
33158	10040	AT&T MOBILITY	10/15/2025	4,223.63
33159	10056	BOGIE'S PUMP SYSTEMS	10/15/2025	750.00
33160	12348	BRADY INDUSTRIES	10/15/2025	472.35
33161	10218	JEANNA BURDINE-SLAVEN	10/15/2025	80.00
33162	10617	C A REDING CO INC	10/15/2025	167.17
33163	11633	FAVIOLA CARDENAS	10/15/2025	60.00
33164	10082	CARROT-TOP INDUSTRIES INC	10/15/2025	522.28
33165	12315	CENTRAL CALIFORNIA SPCA	10/15/2025	485.00
33166	12560	CITY OF FRESNO POLICE REGIONAL T	10/15/2025	1,246.00
33167	10452	CITY OF FRESNO WMD	10/15/2025	682.00
33168	10564	CITY OF KERMAN	10/15/2025	714.60
33169	11498	COMCAST CABLE COMMUNICATIONS	10/15/2025	750.57
33170	11874	CSG CONSULTANTS INC	10/15/2025	8,872.50
33171	10128	DEPARTMENT OF JUSTICE	10/15/2025	639.00
33172	10524	DUNN EDWARDS	10/15/2025	965.40
33173	12521	EDIS	10/15/2025	6,557.61
33174	10157	FERGUSON ENTERPRISES INC	10/15/2025	573.17
33175	BP-FREE1	FREEDOM FOREVER NORTHERN CAL	10/15/2025	375.87
33177	10161	FRESNO COUNTY TREASURER	10/15/2025	841.00
33178	10162	FRESNO COUNTY TREASURER	10/15/2025	25,711.44
33179	10163	FRESNO DISTRIBUTING CO	10/15/2025	194.63
33180	10169	FRESNO PET CEMETERY	10/15/2025	400.90
33181	10440	GLASS CENTERS	10/15/2025	515.26
33182	10185	GRAINGER	10/15/2025	133.69
33183	11358	GREAT AMERICA FINANCIAL SERVICI	10/15/2025	369.55
33184	11468	GREEN HILLS NURSERY INC	10/15/2025	685.86
33185	10193	HAVENS SECURITY INC	10/15/2025	577.46
33186	12884	ARTURO HERNANDEZ	10/15/2025	300.00
33187	10201	HORIZON	10/15/2025	980.61
33188	10485	JP AIR CONDITIONING & HEATING	10/15/2025	1,560.00
33189	10238	KERMAN UNIFIED SCHOOL DIST	10/15/2025	750.41
33190	12882	LASSEN COMMUNITY COLLEGE	10/15/2025	97.88
33191	12890	JOSEPH LEYVA	10/15/2025	450.00
33192	10335	MADERA FORD	10/15/2025	437.37
33193	12881	MINERAL KING PUBLISHING INC	10/15/2025	279.00
33194	11965	MISSION UNIFORM SERVICE	10/15/2025	2,963.75
33195	11743	MV TRANSPORTATION INC	10/15/2025	290.00
33196	10282	OFFICE DEPOT	10/15/2025	8,441.94
33197	10286	O'REILLY AUTOMOTIVE INC	10/15/2025	5,632.97

Check No	Vendor No	Vendor Name	Check Date	
33198	11883	OR-TEC	10/15/2025	366.00
33199	10289	P.G.& E.	10/15/2025	5,197.93
33200	12888	JOAN PAINE	10/15/2025	78.75
33201	12891	ALEX PALMA	10/15/2025	60.00
33202	12026	PRECISION CIVIL ENGINEERING INC	10/15/2025	5,367.50
33203	12808	QUADIENT FINANCE USA INC	10/15/2025	779.06
33204	12053	R & L MUSIC ENT	10/15/2025	225.00
33206	10319	RENO'S HARDWARE	10/15/2025	635.44
33207	11006	RIGHT NOW PHLEBOTOMY	10/15/2025	125.00
33208	10986	ROTARY CLUB OF KERMAN	10/15/2025	60.00
33209	10328	SAFETY NETWORK	10/15/2025	810.00
33210	12475	SAN JOAQUIN PEST CONTROL	10/15/2025	758.00
33211	12885	SAUL RIOS	10/15/2025	60.00
33212	10337	SLUMBERGER LUMBER	10/15/2025	3,260.10
33213	12368	SPECIALTY HOSE EXPRESS LLC	10/15/2025	19.53
33214	12347	SUPER SMART SHOPPERS	10/15/2025	191.89
33215	11460	SUPERIOR POOL PRODUCTS LLC	10/15/2025	1,099.99
33216	10015	THE ADVANCE GROUP INC	10/15/2025	204.38
33217	10754	THE HOME DEPOT PRO-SUPPLY WORI	10/15/2025	1,616.88
33218	12178	VALLEY ANIMAL CENTER SPAY & NE	10/15/2025	82.50
33219	10391	VALLEY FARM SUPPLY STORES	10/15/2025	3,381.21
33220	10406	WEST HILLS OIL INC	10/15/2025	8,156.98
			Total for 10/15/2025:	118,854.38
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	10/20/2025	10,282.12
ACH	10517	FEDERAL TAXES PAYROLL	10/20/2025	62,611.87
ACH	10518	KERMAN POLICE OFFICERS ASSN	10/20/2025	878.25
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	10/20/2025	255.00
ACH	10520	ICMA-RC	10/20/2025	4,945.34
ACH	10522	CALPERS	10/20/2025	46,116.74
			Total for 10/20/2025:	125,089.32
ACH	10522	CALPERS	10/23/2025	55,815.49
33221	10008	A-C ELECTRIC COMPANY	10/23/2025	597.71
33222	10021	ALERT O LITE	10/23/2025	47.00
33223	10504	AUTOZONE	10/23/2025	62.71
33224	BP-BAL	BAL GENERAL CONSTRUCTION	10/23/2025	3,280.30
33225	12775	BIO-BARGE COMPANY LLC	10/23/2025	20,989.58
33226	11917	BLAIS & ASSOCIATES LLC	10/23/2025	2,559.00
33227	10054	BLUE SHIELD OF CALIFORNIA	10/23/2025	81,592.66
33228	12880	MICHAEL BRADY	10/23/2025	700.00
33229	10078	CALIFORNIA STATE DISBURSEMENT	10/23/2025	207.69
33230	12844	CALIFORNIA STATE DISBURSEMENT (	10/23/2025	161.53
33231	10088	CEN-CAL REFRIGERATION INC	10/23/2025	1,649.65
33232	10092	CENTRAL VALLEY TOXICOLOGY INC	10/23/2025	231.00
33233	10564	CITY OF KERMAN	10/23/2025	115.00
33234	12871	CLOVIS TRUCK CENTER	10/23/2025	1,271.27
33235	12557	DENCO WELDING	10/23/2025	120.00
33236	10128	DEPARTMENT OF JUSTICE	10/23/2025	420.00
33237	12662	FRESNO CHAMBER OF COMMERCE	10/23/2025	850.00
33238	12893	GARON WYATT INVESTIGATIVE SERV	10/23/2025	4,011.19
33239	11358	GREAT AMERICA FINANCIAL SERVICI	10/23/2025	330.28
33240	10201	HORIZON	10/23/2025	970.37
33241	10211	INTERNAL REVENUE SERVICE	10/23/2025	119.97
33242	11142	KIMBALL MIDWEST	10/23/2025	810.88

Check No	Vendor No	Vendor Name	Check Date	
33243	10250	LIEBERT CASSIDY WHITMORE	10/23/2025	97.00
33244	11096	LOZANO SMITH LLP	10/23/2025	158.00
33245	12881	MINERAL KING PUBLISHING INC	10/23/2025	567.00
33246	12851	NORTH AMERICAN RESCUE LLC	10/23/2025	10,439.31
33247	10282	OFFICE DEPOT	10/23/2025	132.13
33248	10289	P.G.& E.	10/23/2025	181,184.31
33249	12523	PAMOIST PET HOSPITAL	10/23/2025	621.00
33250	12026	PRECISION CIVIL ENGINEERING INC	10/23/2025	65,078.75
33251	10309	PROFORCE LAW ENFORCEMENT	10/23/2025	1,008.01
33252	10315	QUINN COMPANY	10/23/2025	37.98
33253	10596	RED WING BUSINESS ADVANTAGE AC	10/23/2025	543.32
33254	12894	LORENA RUBIO	10/23/2025	10.00
33255	11650	SITEONE LANDSCAPE SUPPLY, LLC	10/23/2025	2,791.87
33256	11907	SPRINGBROOK HOLDING COMPANY I	10/23/2025	42.00
33257	10345	STATE OF CALIFORNIA	10/23/2025	57.20
33258	10357	TAYLOR MADE IRRIGATION	10/23/2025	21.90
33259	12892	TONY'S FRESH MARKET	10/23/2025	175.90
33260	12290	VERIZON	10/23/2025	106.04
33261	10401	WALLYS TIRE AND WHEEL	10/23/2025	992.48
33262	10413	YAMABE & HORN ENGINEERING INC	10/23/2025	158,062.15
			Total for 10/23/2025:	599,039.63
ACH	10644	US BANK EQUIPMENT FINANCE	10/24/2025	710.78
			Total for 10/24/2025:	710.78
33263	10021	ALERT O LITE	10/29/2025	471.48
33264	12537	AMERITAS GROUP INSURANCE CORP	10/29/2025	1,923.60
33265	12538	AMERITAS GROUP INSURANCE CORP	10/29/2025	1,339.00
33266	10617	C A REDING CO INC	10/29/2025	309.47
33267	12266	BIANCA CASTILLO	10/29/2025	150.00
33268	12707	SULEMA CHILDERS	10/29/2025	150.00
33269	11259	CIVIC PLUS INC	10/29/2025	5,000.00
33270	10103	COLONIAL LIFE	10/29/2025	781.31
33271	12657	CRAFCO, INC	10/29/2025	5,622.64
33272	10114	CROWN SHORT LOAD CONCRETE	10/29/2025	1,993.15
33273	10133	DEPARTMENT OF TRANSPORTATION	10/29/2025	3,318.39
33274	10137	DMV REGISTRATION	10/29/2025	96.00
33275	10524	DUNN EDWARDS	10/29/2025	652.26
33276	12896	PAM FONSECA	10/29/2025	22.00
33277	10163	FRESNO DISTRIBUTING CO	10/29/2025	849.29
33278	10169	FRESNO PET CEMETERY	10/29/2025	259.50
33279	10166	FRESNO-MADERA AGENCY ON AGINC	10/29/2025	6.27
33280	10185	GRAINGER	10/29/2025	155.37
33281	11358	GREAT AMERICA FINANCIAL SERVICI	10/29/2025	592.84
33282	11468	GREEN HILLS NURSERY INC	10/29/2025	436.11
33283	10514	ICAD INC	10/29/2025	650.00
33284	12899	STACY JOBINGER	10/29/2025	60.00
33285	11923	JOE A GONSALVES & SON	10/29/2025	1,250.00
33286	12171	KINGS WATER ALLIANCE	10/29/2025	8,399.00
33287	10252	LITHIA FORD OF FRESNO	10/29/2025	137.34
33288	10272	MUTUAL OF OMAHA	10/29/2025	3,407.66
33289	10281	NORTH CENTRAL FIRE PROT DIST	10/29/2025	500.00
33290	10282	OFFICE DEPOT	10/29/2025	836.88
33291	10289	P.G.& E.	10/29/2025	5,003.64
33292	12888	JOAN PAINE	10/29/2025	66.18

Check No	Vendor No	Vendor Name	Check Date	
33293	12524	R&S ERECTION TRI-COUNTY INC	10/29/2025	573.50
33294	12889	ARNULFO RAMIREZ	10/29/2025	150.00
33295	10596	RED WING BUSINESS ADVANTAGE AC	10/29/2025	271.66
33296	12475	SAN JOAQUIN PEST CONTROL	10/29/2025	105.00
33297	10862	SIGNMAX	10/29/2025	888.22
33298	11650	SITEONE LANDSCAPE SUPPLY, LLC	10/29/2025	2,282.35
33299	11460	SUPERIOR POOL PRODUCTS LLC	10/29/2025	417.27
33300	12581	TATES TSHIRT DESIGNS AND PRINTS,	10/29/2025	146.03
33301	10360	TERRY JOHNSON TRUCKING	10/29/2025	751.86
33302	10754	THE HOME DEPOT PRO-SUPPLY WORI	10/29/2025	139.35
33303	11502	TIREHUB LLC	10/29/2025	971.36
33304	11914	TULARE COUNTY SHERIFFS OFFICE	10/29/2025	900.00
33305	10378	ULINE INC	10/29/2025	811.83
33306	12898	LIZBETH VILLACANA	10/29/2025	150.00
33307	12897	JOSIE VILLEGAS	10/29/2025	150.00
33308	11328	VSS INTERNATIONAL	10/29/2025	261,306.92
33309	10401	WALLYS TIRE AND WHEEL	10/29/2025	992.48
33310	10406	WEST HILLS OIL INC	10/29/2025	6,896.05
33311	12267	IRENE ZAMORA	10/29/2025	150.00
			Total for 10/29/2025:	322,493.26
33312	10419	ZIM INDUSTRIES INC	10/30/2025	20,731.35
			Total for 10/30/2025:	20,731.35
			Report Total (166 checks):	1,187,035.52

PAY PERIOD: September 28, 2025 - October 11, 2025

	Salary	RETRO PAY & OTHER	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			Hours	Amount	Hours	Amount	Hours	Amount		
Grand Total	$ 257,648.81	$ 4,651.57	108.39	$ 5,077.16	0.00	$ -	90.75	$ 1,809.16	$ 269,186.69	37.13

PAY PERIOD: October 12, 2025 - October 25, 2025

	Salary	RETRO PAY & OTHER	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			Hours	Amount	Hours	Amount	Hours	Amount		
Grand Total	$ 261,465.99	$ 4,366.90	$ 179.10	$ 9,754.79	$ -	$ -	$ 73.00	$ 2,010.01	$ 277,597.70	$ 91.88

CITY OF KERMAN
CD/Securities Portfolio
As of September 30, 2025

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2025 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2026 Book Balance	Fair Value	Interest Paid
CD's:										
Pacific Member Bank Irvine	615-030525-245	5.00%	3/15/24	9/15/25	243,000.00	(243,000.00)		-	-	6,124.93
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25	245,000.00	(245,000.00)		-	-	4,432.15
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00	(249,000.00)		-	-	627.62
Bank of Hapoalim B M New York	615-030525-245	5.05%	4/24/24	10/29/25	200,000.00			200,000.00	200,052.00	-
Flagstar Bank National Association	615-030525-245	5.20%	6/11/24	1/13/26	243,000.00			243,000.00	243,690.12	-
US Government Bonds										
Federal Home Loan Bank	615-030525-245	5.00%	10/29/24	10/30/29	500,000.00	(500,000.00)		-	-	6,250.00
Federal Home Loan Bank	615-030525-245	4.80%	5/28/25	5/15/28	500,000.00	(500,000.00)		-	-	5,133.33
Federal Home Loan Bank	615-030525-245	4.50%	6/30/25	6/23/28	280,000.00	(280,000.00)		-	-	2,905.00
Federal Home Loan Bank	615-030525-245	4.50%	3/24/25	3/24/28	251,000.00	(251,000.00)		-	-	5,647.50
Federal Home Loan Bank	615-030525-245	4.75%	10/30/24	10/30/29	500,000.00			500,000.00	499,310.00	-
Federal Home Loan Bank	615-030525-245	4.50%	1/30/25	7/30/27	500,000.00			500,000.00	499,435.00	11,250.00
Federal Home Loan Bank	615-030525-245	5.00%	5/28/25	5/14/30	500,000.00			500,000.00	499,480.00	-
Federal Home Loan Bank	615-030525-245	4.50%	7/30/25	7/28/28		500,000.00		500,000.00	500,200.00	-
Federal Home Loan Bank	615-030525-245	4.55%	8/19/25	2/19/26		500,000.00		500,000.00	500,400.00	
Federal Home Loan Bank	615-030525-245	4.20%	9/24/25	9/13/30		750,000.00		750,000.00	748,837.50	
Federal Home Loan Bank	615-030525-245	4.52%	5/7/25	11/7/28	503,000.00			503,000.00	502,577.48	-
United Security Bank CD										
United Security Bank	1317802	4.75%	2/2/24	2/2/26	250,000.00			250,000.00	250,000.00	-
United Security Bank	1317802	4.75%	6/27/24	6/27/26	250,000.00			250,000.00	250,000.00	-
	Average Rate	**4.71%**								
Total CD's					**5,214,000.00**	**(518,000.00)**	**-**	**4,696,000.00**	**4,693,982.10**	**42,381.74**
Securities America Sweep Program										
Beginning Balance					**67.00**			67.00		
	Transfers In/(Out)		7/1-7/31/25			19,482.01		19,482.01		
			8/1-8/31/25			(19,549.01)		(19,549.01)		
			9/16-9/30/25			537,687.20		537,687.20		
					67.00	**537,620.20**	**-**	**537,687.20**	**537,687.20**	**-**
Local Agency Investment Fund										
Beginning Balance	98-10-400				18,458,212.85			18,458,212.85		-
	Interest	4.40%	7/15/25			202,228.94		202,228.94		202,228.94
								-		-
	Transfers In/(Out)							-		
								-		
								-		
Total - LAIF		**4.40%**			**18,458,212.85**	**202,228.94**	**-**	**18,660,441.79**	**18,660,441.79**	**202,228.94**

CITY OF KERMAN
CD/Securities Portfolio
As of September 30, 2025

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2025 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2026 Book Balance	Fair Value	Interest Paid
Central Valley Money Market Acct	015030960									
Beginning Balance					3,649,281.76			3,649,281.76		
	Interest		7/31/25			247.95		247.95		247.95
			8/31/25			231.97		231.97		
			9/30/25			255.98		255.98		
								-		-
	Transfers In/(Out)							-		
								-		
								-		
		0.08%						-		
					3,649,281.76	735.90	-	**3,650,017.66**	3,650,017.66	247.95
Subtotal All City Investments		**3.06%**			**27,321,494.61**	**(315,035.16)**	**-**	**27,006,459.45**	**27,004,441.55**	**244,858.63**
			Total Investments		27,321,561.61	222,585.04	-	27,544,146.65	27,542,128.75	244,858.63
								Market Value Adjustment	(2,017.90)	
								222,585.04		
								222,585.04		
								0.00		

STAFF REPORT

MEETING DATE: November 12, 2025

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Ordinance Repealing Chapter 3.20 of the Kerman Municipal Code Relating to the City's Purchasing System and Surplus Property (JA)

RECOMMENDATION: Council by motion waive the full second reading, adopt ordinance repealing Chapters 3.20 and adding new Chapter 3.20 relating to the City's purchasing system by title only.

EXECUTIVE SUMMARY:

On October 22, 2025, City Council introduced by title only an Ordinance repealing Chapter 3.20 and adding new Chapter 3.20 to the Kerman Municipal Code relating to the City's purchasing system and surplus property. City Council also adopted Resolution 25-83, which repealed Resolution Nos. 08-57, 14-54, 14-64 and 15-49 regarding surplus property as surplus property requirements are included in the City's Purchasing Ordinance.

The City of Kerman Municipal Code Chapter 3.20 Purchasing System was last reviewed and updated in 2021. While retaining the basic framework of the current ordinance, the purpose of the proposed ordinance is to enhance the efficiency of the City's purchasing procedures and to reflect contemporary purchasing guidelines. The proposed ordinance updates position titles in the ordinance and legal thresholds for purchases to conform to state law. It provides clearer distinctions for the procurement of goods and materials, public works construction projects and Requests for Proposals/Qualifications. A new section has been added regarding surplus property. The proposed ordinance creates efficiencies for implementation of the procurement system. It promotes maximum value and economy for the City through fair and competitive procedures. The Ordinance will be effective 30 days after approval.

DISCUSSION:

The basic framework for the proposed ordinance is basically the same as the current one. However, we have updated the various sections so that they are clearer. For example, thresholds for the purchase of goods and supplies are very different than thresholds for public contracts. The ordinance has been crafted so that staff can more easily navigate the procedures for the different kinds of contracts. For example, an emergency purchase of equipment is different than for awarding an emergency construction contract. The monetary thresholds are also different and have been updated consistent with state law. Another example is the use of RFPs. State law mandates that RFPs be used for certain services but not others. The proposed ordinance clarifies such instances. The proposed ordinance also adds provisions for the disposal

of surplus property and updates provisions for procurement through cooperative agreements and piggyback contracts.

The proposed ordinance creates a more efficient procurement process and helps to facilitate fairness, objectivity, accountability, and transparency in purchasing. At the same time, the ordinance strives to make sure the City obtains high quality equipment, goods and services at a cost that provides the best value to the City, and encourage competition among bidders and proposers.

FISCAL IMPACT:

The ordinance will create efficiencies resulting in reduced staffing costs.

ATTACHMENTS:

A. Proposed Ordinance

Attachment 'A'

ORDINANCE NO. 25-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN REPEALING CHAPTER 3.20 OF TITLE 3 OF THE KERMAN MUNICIPAL CODE AND ADDING NEW CHAPTER 3.20 TO TITLE 3 OF THE KERMAN MUNICIPAL CODE RELATING TO THE CITY'S PURCHASING SYSTEM

The City Council of the City of Kerman does ordain as follows:

SECTION 1. Chapter 3.20 of Title 3 of the Kerman Municipal Code is hereby repealed.

SECTION 2. Title 3 "Revenue and Finance" of the Kerman Municipal Code is amended by adding new Chapter 3.20 relating to the City's Purchasing System to read as follows:

Chapter 3.20

PURCHASING SYSTEM

Sections:

3.20.010 Purpose and Implementation.
3.20.020 Expenditure Authority.
3.20.030 Designation and Responsibility of Purchasing Officer.
3.20.040 Purchasing Amount Authority and Signature.
3.20.050 Purchases for Materials, Supplies and Equipment.
3.20.060 Procedures for Public Projects.
3.20.070 Cooperative Purchasing Agreements and Piggyback Purchases.
3.20.080 Prevailing Wages and Public Works Projects.
3.20.090 Requests for Proposals and Requests for Qualifications.
3.20.100 Standing Supply Purchase Agreements and Master Service Agreements.
3.20.110 Conflict of Interest.
3.20.120 Credit Card Purchasing Policy.
3.20.130 Surplus Supplies and Equipment.

3.20.010 Purpose and Implementation.

A. Title. This chapter shall be known as the City of Kerman Purchasing Ordinance ("Purchasing Ordinance"). It is also referenced herein as "chapter." The purpose of this Purchasing Ordinance is to establish efficient procedures for the purchase of supplies, equipment and services at the lowest possible cost commensurate with quality needed, to exercise positive financial control over purchases, to define purchasing authority and to assure the quality of purchases.

B. Compliance with Laws. The adoption of this purchasing ordinance is intended to meet the requirements of state law including but not limited to the following: (1) Government Code

Sections 54201 to 54205 regarding the purchase of supplies and equipment; (2) Public Contract Code Sections 20160 to 20174 regarding City public works construction projects; (3) Public Contract Code Sections 22000 to 22045 regarding the Uniform Public Construction Cost Accounting Act; (4) Government Code Section 4526 regarding professional services; (5) Labor Code requirements for prevailing wages; and (6) other applicable laws.

C. Superseding Procurement Requirements. The procurement requirements under this Purchasing Ordinance shall be followed. However, in the event stricter procurements are required by state or federal law or by a state or federal funding source, those requirements shall be met to ensure funding compliance.

D. Administrative Purchasing Policy. The City's purchasing functions shall be governed by this purchasing ordinance and by the City's administrative purchasing policy which shall be established by the City Manager, both as may be amended from time to time. The administrative purchasing policy shall be consistent with this ordinance. The administrative purchasing policy may supplement and amplify the provisions of this ordinance and will contain administrative requirements, responsibilities and updated best practices to meet the City's needs.

3.20.020 Expenditure Authority.

Purchase and contract expenditures must be authorized in the City's annual budget or pursuant to amendment to the annual budget approved by the City Council.

3.20.030 Designation and Responsibility of Purchasing Officer.

A. Designation. The City Manager shall be designated as the Purchasing Officer. The City Manager may delegate his or her authority as Purchasing Officer to another City employee. Such designation must be made in writing and specifically delegate to that person the responsibility of purchasing officer under this chapter.

B. Purchasing Officer Authority. The Purchasing Officer shall have authority to:

1. Purchase or contract for supplies, equipment and services required by City in accordance with purchasing procedures prescribed by this purchasing ordinance, the administrative purchasing policy and any requirement as shall be prescribed by state or federal funding agencies.

2. Negotiate and recommend execution of contracts for the purchase of supplies, equipment and services at least expense to the City.

3. Act to procure for the City the needed quality in supplies, equipment and services at least expense to the City.

4. Discourage uniform bidding and endeavor to obtain as full and open competition as possible on purchases.

5. Prepare and recommend to the City Council revisions and amendments to the purchasing ordinance.

6. Prescribe and maintain the forms as are necessary to the operation of the purchasing ordinance and other laws.

7. Supervise the inspection of all supplies, equipment and services purchased to ensure conformance with specifications.

8. Maintain a bidders list, vendors catalog file and records needed for the efficient operation of the purchasing system.

9. Require that department heads verify and ensure purchases are made in accordance with the purchasing system and with state or federal funding sources. (Ord. 21-03 §3, 2021).

3.20.040 Purchasing Amount Authority and Signature.

A. City Manager. Purchases and contracts of less than thirty thousand dollars ($30,000) may be awarded and signed by the City Manager unless the City Council expressly reserves approval on a particular purchase or contract or the City Manager requests Council approval.

B. City Council. If the amount of any purchase or contract is thirty thousand dollars ($30,000) or more, the contract shall be awarded by the City Council and signed by the Mayor unless a resolution authorizes the City Manager to sign the contract.

3.20.050 Purchases for Materials, Supplies and Equipment.

A. Procedures for Specific Amounts. The following procedures shall be followed when purchasing or leasing materials, supplies, or equipment:

$0 to $1,000--The purchasing officer shall ensure that the City pays fair prices and receives commensurate value for amounts expended.
$1,001 to $10,000--Price quotes must be solicited, either verbally or in writing, from a minimum of three vendors, if available. The low price quote must be confirmed in writing.
$10,001 to $75,000--Written specifications describing the delivery schedule, materials, supplies and equipment must be prepared. Price quotes must be solicited in writing from a minimum of three vendors, if available. The low price quote must be confirmed in writing.
$75,000 or higher--Informal bidding requirements which will include: (i) written specifications describing the delivery schedule, materials, supplies and equipment; (ii) published notice in the newspaper at least 10 days before bid opening; (iii) posted notice on City's website; (iv) solicitation of sealed bids from prospective suppliers whose names are on a bidders' list maintained by the Purchasing Officer.

B. Factors for Award. The City is not required to award to the lowest bidder in purchases of over ten thousand ($10,000) or more as other factors may be considered. The City may award to the best qualified vendor. In determining "best qualified vendor" as used in this section 3.20.50, consideration is to be given to quality and performance of the goods and supplies, equipment or materials to be purchased or nonprofessional services to be provided by the vendor. Criteria for determining best qualified vendor includes, but is not limited to, the following:

1. The cost or best value of the goods and supplies, equipment, or materials;

2. The ability, capacity and skill of the vendor to perform the contract and to provide the goods and supplies, equipment, or materials requested;
3. The ability of vendor to provide the goods and supplies, equipment, or materials, promptly or within the time specified and without delay; and

4. The quality of vendor's performance on previous purchases or contracts by City.

C. Purchase Order or Contract Required. Purchases of supplies, equipment and services of ten thousand dollars or more shall be made only by written purchase order or contract.

D. Standing Supply Purchase Agreements. Standing supply purchase agreements may be entered into with specific vendors for purchase of repetitive-use goods, materials, equipment and/or supplies. The standing supply purchase agreements will be subject to the informal bidding procedures in Section 3.20.050A except that factors other than low price may be considered pursuant to Section 3.20.050B.

E. Sole-Source Purchases of Materials, Supplies, Equipment. In the event that there is one, and only one, source for a product in excess of one thousand dollars ($1,000), a sole-source contract may be used. When a department head wishes to make a sole-source purchase, he or she must make the findings set forth below and file such certification with the Finance Department. If the purchase exceeds the Purchasing Officer's monetary authority to contract, a resolution making the findings set forth below must be submitted with the staff's request for award of a contract. In order to establish a legal basis for a sole-source exception, the following statements and findings must be made:

1. A statement describing every unique or specialized feature of the product in question;

2. A statement of the department head's efforts to locate all possible suppliers of such product;

3. A statement that, in spite of its efforts, the department head has been able to locate only one supplier of the product in question;

4. A statement that indicates the ultimate cost of the product and the process used to determine the cost of the product; and

5. A finding that it is, therefore, proper for the City to dispense with a competitive bidding requirement and to authorize the City to purchase the product in question under the sole-source exception.

F. Emergency Purchases. In the case of an emergency, the Purchasing Officer may determine to proceed with the immediate purchase of goods and supplies, equipment, or materials. The term "emergency" means a sudden, unexpected occurrence that poses a clear and imminent danger requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential services.

1. If the dollar amount is within the City Manager's authority, the Purchasing Officer shall promptly file in the Finance Department a signed declaration showing that emergency conditions existed and created the necessity for such action, together with an itemized account of all expenditures. A copy of such declaration shall be transmitted to the City Council.

2. If the dollar amount is above the City Manager's authority, the Purchasing Officer shall at the next regular meeting of the City Council seek ratification of the purchase by resolution which includes the emergency conditions which existed and the immediate need to take action together with an itemized account of all expenditures.

3.20.060 Procedures for Public Projects.

A. Uniform Public Construction Cost Accounting Act Adopted. The City Council of the City of Kerman, California hereby affirms the prior election to adopt the California Uniform Public Construction Cost Accounting Act (California Public Contract Code Section 22000 *et seq*.) for the purpose of prescribing regulations governing contracts awarded by the City for public projects as defined in this section 3.20.060. However, nothing contained herein shall preclude the City from utilizing more restrictive procedures if and when required by federal or state law, or when federal or state funds are part of the contract to be awarded and the funding agency requires more restrictive procedures.

B. Definitions of Terms. As used in this section, the words, terms and phrases shall have the following meanings, as defined in Public Contract Code Section 22002, unless otherwise apparent from the context:

1. "Facility" means any plant, building, structure, ground facility, real property, street, highway, or other public works improvement.

2. "Maintenance work" includes all of the following:
   a. Routine, recurring and usual work for the preservation or protection of any publicly owned or publicly operated facility for its intended purposes.
   b. Minor repainting.
   c. Resurfacing of streets and highways at less than one inch.
   d. Landscape maintenance, including mowing, watering, trimming, pruning,

planting, replacement of plants and servicing of irrigation and sprinkler systems.

e. Work performed to keep, operate and maintain City-owned water and water systems.

3. "Public project" means any of the following:

a. Construction, reconstruction, erection, alteration, renovation, improvement, demolition and repair work involving any publicly owned, leased, or operated facility.

b. Painting or repainting any publicly owned, leased, or operated facility.

c. "Public project" does not include maintenance work, as defined above.

d. Furnishing supplies or materials for any such project, including maintenance or repair of streets or sewers.

C. Dollar Amount of Public Project Determines Process to Be Used. The dollar amount thresholds provided in this section shall automatically adjust upon the effectiveness of any adjustment notification by the State Controller in accordance with Public Contract Code Section 22020 *et seq*., without the necessity of amending this section or any subdivision herein to reflect any such adjustment.

1. Public projects of seventy-five thousand dollars ($75,000) or less may be performed by City employees by force account, by negotiated contract, or by purchase order.

2. Public projects of two hundred twenty thousand dollars ($220,000) or less may be let to contract by informal bidding procedures as set forth in subsection D of this section.

3. Public projects of more than two hundred twenty thousand ($220,000) dollars shall, except as otherwise provided in this section, be let to contract by formal bidding procedure as set forth in subsection D of this section.

D. Procedures to Be Used for Contracts Regarding Public Projects Dependent on Dollar Amount

1. No Bidding Required. Per Public Contract Code Section 22032, public projects of seventy-five thousand dollars ($75,000) or less may be performed by the employees of the City by force account, by negotiated contract, or by purchase order consistent with the procedures in Section 3.20.050(A). Contracts exceeding thirty thousand ($30,000) shall be submitted to the City Council for award.

2. Informal Bidding Procedures. Public works projects of two hundred twenty thousand dollars ($220,000) or less per subsection (C)(2) of this section shall be awarded to the lowest responsive and responsible bidder in accordance with the Uniform Construction Cost Accounting Act, Section 22034 et seq. of the Public Contract Code, as follows:

a. Contractors List. A list of qualified contractors shall be developed and maintained in accordance with the provisions of Section 22034 of the Public Contract Code and criteria promulgated from time to time by the California Uniform Construction Cost Accounting Commission.

b. Notice Inviting Informal Bids. A notice inviting informal bids shall be prepared, which shall describe the project in general terms, describe how to obtain more detailed information about the project and state the time and place for the submission of bids. The notice shall be mailed, not less than ten days before bids are due, to either all the contractors on the contractors list for the category of work to be bid, or to all construction trade journals specified in the California Public Contract Code Section 22036, or both, unless the product or service delivery is proprietary.

c. The informal bids for public projects shall be awarded by the City Council and signed by the Mayor or by City Council designee.

d. If all bids received are in excess of two hundred and twenty thousand dollars ($220,000), the City Council may, by adoption of a resolution of four-fifths vote, award the contract, at two hundred thirty-five thousand dollars ($235,000) or less, to the lowest responsible bidder, if it determines the cost estimate of the City was reasonable.

3. Formal Bidding Procedures. Public work projects of more than two hundred twenty thousand dollars ($220,000) shall be awarded pursuant to formal bidding procedures to the lowest responsive and responsible bidder in accordance with, but not limited to, the procedures set forth below. The bid package will typically include the following:

a. Notice inviting bids. Setting the time and place for receiving and opening of sealed bids and describing the contract/project.

b. Instructions to bidders. Identifying the contract documents to be considered, the availability of information, any scheduled pre-bid meetings, bid protest procedures and any other procedures to be followed for bids to be considered.

c. Publication of notice inviting bids. The notice shall be published at least fourteen calendar days prior to bid opening in a newspaper of general circulation or otherwise comply with the requirements of Cal. Public Contract Code Section 22037. The notice shall also be sent electronically, if available, and mailed to all construction trade journals specified in Public Contract Code Section 22036, at least fifteen days prior to bid opening. The notice inviting bids shall include all of the following:

i. The proposal form.
ii. Submission of sealed bids.
iii. A public bid opening.
iv. Award to the lowest, responsive and responsible bidder.
v. City reservation in notice inviting bids of the right to reject any or all bids and to waive minor irregularities.
vi. Award and execution of a written contract.
vii. Reference to applicable state or federally funded project

requirements.

viii. Bid security.

ix. Performance and payment bonds.

x. Listing of subcontractors.

E. Authority to Prepare and Issue Notice Inviting Bids. The City Engineer is authorized to prepare and issue notices inviting bids and to establish such additional bidding procedures as are consistent with those stated herein.

F. Prohibition Against Splitting or Separating Projects. It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this purchasing ordinance requiring work to be done by contract after competitive bidding. Under Public Contract Code Section 22033, "It shall be unlawful to split or separate into smaller work orders or projects any project for the purpose of evading the provisions of this article requiring work to be done by contract after competitive bidding."

G. Limitation on specifications by brand or trade names. Specifications in Notices Inviting Bids for brand or trade names are prohibited under Public Contract Code Section 3400. However, this prohibition may not apply if the City makes a finding that is described in the invitation for bids or request for proposals that a particular material, product, thing, or service is designated by

specific brand or trade name for any of the purposes set forth in Public Contract Code Section 3400.

H. City Council Authority to Reject, Readvertise, or Otherwise Award.

1. In its discretion, the City Council may reject any and all bids presented under the informal and formal bidding procedures described above for public projects, if the City, prior to rejecting all bids, furnishes a written notice to the apparent low bidder. The notice shall inform the bidder of the City's intent to reject the bid and shall be mailed at least two business days prior to the council meeting at which the City intends to reject the bid. If after the first invitation for bids all bids are rejected, after reevaluating its cost estimates of the project, the City shall have the option of either of the following:

    a. Abandoning the project or readvertising for bids in the manner described in this section.
    b. By passage of a resolution by a four-fifths vote of the City Council declaring that the project can be performed more economically by the employees of the City, the City may have the project done by force account without further complying with this section.

2. If the contract is awarded, it shall be awarded to the lowest responsive and responsible bidder. If two or more bids are the same and the lowest, the City may accept the one it chooses.

3. If no bids are received through the informal or formal bidding procedures described above, the project may be performed by employees of the City by force account or by informal bidding procedures set forth above.

I. Emergencies Regarding Public Projects.

The term "emergency" as used in this section means a sudden, unexpected occurrence that poses a clear and imminent danger, requiring immediate action to prevent or mitigate the loss or impairment of life, health, property, or essential public services.

1. In case of an emergency regarding a public project which requires competitive bidding, the City Council may pass a resolution by a four-fifths vote of its members declaring that the public interest and necessity demand the immediate expenditure of public money to safeguard life, health, or property. The resolution shall specify that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency.

2. In the event consideration of the emergency action cannot await the City Council's determination due to the serious nature of the emergency, the City Council by a four-fifths vote hereby delegates to the City Manager the authority to order any action pursuant to paragraph (1) of subdivision I of Section 3.20.060. Such action is to be taken by the City Manager's declaration which shall describe the emergency and specify that the emergency will not permit a delay resulting from a competitive solicitation for bids and that the action is necessary to respond to the emergency.

3. If the City Manager orders any action specified in paragraph (1) of subdivision (a), that person shall report to the City Council, at its next meeting required pursuant to this section, the reasons justifying why the emergency did not permit a delay resulting from a competitive solicitation for bids and why the action was necessary to respond to the emergency.

4. Any action taken by the City Council as specified in this section shall be reviewed by the City Council at its next regular meeting and, except as specified below, at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

5. If City Manager orders any action specified in this section, the City Council shall initially review the emergency action no later than seven (7) days after the action, or at its next regular meeting if that meeting will occur no later than fourteen (14) days after the action and at least at every regularly scheduled meeting thereafter until the action is terminated, to determine, by a four-fifths vote, that there is a need to continue the action.

6. When the City Council reviews the emergency action pursuant to paragraph (4) or (5), it shall terminate the action at the earliest possible date that conditions warrant so that

the remainder of the emergency action may be completed by giving notice for bids to let contracts.

J. Written Contracts Required. All contracts for public projects shall be in writing; all amendments to contracts shall be in writing. The City Manager shall work with the City Attorney to ensure that the contract includes language protecting the City's interest and language required by law. This language shall include, but is not limited to: specified term, scope of services, termination language, insurance, warranties, indemnification, non-collusion, contractor license, security, bonds, liquidated damages, change orders, retention, delays, claims process, prevailing wages and compliance with applicable laws.

K. Change Order Limits. The award of contracts for public projects shall include a recommended contingency amount not to exceed fifteen percent (15%). Any change order must be reasonably related to the scope of the original contract and based on post-award information that requires modification based on unforeseen conditions or by mutual agreement of the parties. Any change order which results in a total contract amount greater than the limits in this provision shall require City Council approval.

3.20.070 Cooperative Purchasing Agreements and Piggyback Purchases.

A. Cooperative Purchasing. The City, through the Purchasing Officer, may purchase supplies, equipment, or services (other than public projects as defined in this ordinance) through a joint powers or other cooperative purchasing program with any local, county, state, or federal public entity or entities, or any association of public agencies, including the California League of Cities, the California State Association of Counties and the National Conference of Mayors, provided that:

1. The selected bidder was selected in compliance with the competitive bidding or proposal process requirements of any participating entity or association; and

2. The Purchasing Officer determines that the competitive bidding or proposal process utilized is similar to that contained in this Ordinance; and

3. The Purchasing Officer determines that, as a result of cooperative purchasing, the price of the supplies, equipment, or services is likely to be lower than it would be if purchased directly by the City pursuant to this Ordinance.

B. Piggyback Purchasing. The City may utilize the purchasing practice commonly referred to as "piggyback" purchasing. The City, through the Purchasing Officer, may purchase supplies, equipment, or services without complying with the bidding or proposal procedures in this ordinance from any supplier who offers the supplies, equipment, or services at the same or better price, terms and/or conditions as the supplier previously offered to another city or other public agency as the lowest bidder pursuant to the competitive bidding or proposal process required by that city or other public agency, provided that:

1. The competitive bidding or proposal process required by that city or other public

agency is similar to that contained in this ordinance; and

2. The competitive bidding or proposal process required by that city or other public agency included all known bidders; and

3. The supplier's bid or proposal was for like or greater quantities and a like or greater quality, of supplies, equipment, or services.

C. Information Technology Goods and Services. In accordance with Cal. Public Contract Code § 10299, the City, through the Purchasing Officer may, without formal or informal bidding, contract with suppliers who have been awarded contracts by governmental entities for the purchase of goods, information technology and services under the competitive process in Cal. Public Contract Code §§ 12100 to 12113. Such contracts typically take the form of master agreements, price schedules, or multiple award schedules. The City may make these purchases directly from the vendors or the state may provide assistance to the City in making these acquisitions.

3.20.80 Prevailing Wages and Public Works Projects.

A. Under Labor Code Section 1771, all work performed under contract for "public works" projects of more than one thousand dollars shall be subject to prevailing wages. The Labor Code defines the term "public works project" more broadly than the Public Contract Code and Section 3.20.060. There may be instances in which bidding is not required but payment of prevailing wages is required.

B. For the purpose of determining prevailing wages, the term "public works project," means:

1. Construction, alteration, demolition, installation, or repair work done under contract and paid for in whole or in part from City funds. For purposes of this subsection (B)(1), "construction" includes work performed during the design and preconstruction phases of construction, including, but not limited to, inspection and land surveying work. For purposes of this subsection (B)(1), "installation" includes, but is not limited to, the assembly and disassembly of freestanding and affixed modular office systems.

2. The laying of carpet done under a building lease-maintenance contract and paid for out of public funds.

3. Street, sewer, or other improvement work done under the direction and supervision of the City.

4. Hauling refuse from a public works site to an outside disposal location.

5. Maintenance work, including routine, recurring and usual work for the preservation of a City-owned or operated facility and landscape maintenance work per Labor Code Section 1771.

C. Prevailing wage requirements do not apply to work performed by the City with its own forces.

D. The City Manager is authorized to establish guidelines for implementing prevailing wages requirements that are consistent with this section and with the Labor Code.

E. The City Manager shall designate a person to comply with the contractor registration requirements on all contracts requiring prevailing wages.

3.20.090 Requests for Proposals and Requests For Qualifications.

Procurements under a Request for Proposal (RFP) or Request for Qualifications (RFQ) are appropriate for services that are not subject to legal public bidding requirements and are not public projects as defined in Section 3.20.060. Such procurements may include consulting services, professional services, maintenance services and other services as described in this section.

A. Use of RFP or RFQ. If a state or federal funding source requires an RFP or RFQ process, the City shall comply with said process to secure funding. If there are no statutory or funding condition requirements that specify use of an RFP or RFQ, selection is based on the nature of the procurement. For example, an RFP is the preferred option for project-based procurement where the specific scope of services is known in advance and one of the primary criteria will be the best lump sum price for providing services (although experience and qualifications may also be considered). An RFQ is often preferable for ongoing or on-call professional or consulting services where there is not a single defined project and the qualifications and experience of the consultant are the primary criteria (although hourly rates may also be considered).

B. RFP/RFQ Required By Law or Funding Source.

1. Architectural and Engineering Services. Per Cal. Gov't Code § 4529.12, all architectural and engineering services shall be procured pursuant to a fair competitive selection process. Therefore, an RFP/RFQ process must be followed. The term "architectural and engineering services" includes all architectural, landscape architectural, environmental, engineering, land surveying and construction project management services (see Cal. Gov't Code § 4529.10).

2. Funding Source Requirement. The City shall comply with county, state, or federal funding source requirements for use of an RFP/RFQ.

C. Other RFPs and RFQs.

1. Professional/Consultant Services. The City may contract with any specially trained and experienced persons, firms or corporations for special services and advice in financial, economic, accounting, legal or administrative services. Selection shall be on the basis of demonstrated competence, on the professional qualifications

necessary for the satisfactory performance of the services required and at a fair and reasonable price to the City. To obtain the best competitive value for services, the City may employ an RFP or RFQ process dependent on nature of the services, complexity, estimated cost and immediate needs as determined by the City Manager.

2. Master Service Agreements. Master service agreements may be entered into with specific vendors for support services on an "as needed" basis pursuant to an RFP process

3.20.100 Standing supply purchase agreements and master service agreements.

A. Standing supply purchase agreements may be entered into with specific vendors for purchase of repetitive-use goods, materials, equipment and/or supplies common to one or several departments. The standing supply purchase agreements will be subject to the informal bidding procedures in Section 3.20.060D except that factors other than low price may be considered.

B. Master service agreements may be entered into with specific vendors for support services on an "as needed" basis. The master service agreements will be subject to a request for proposal process as set forth in the City's administrative purchasing policy.

3.20.110 Conflict of interest.

No person shall recommend, participate in any contract evaluation, selection, purchase, or lease which would constitute a conflict of interest defined in the City conflict of interest code or applicable state law.

3.20.120 Credit Card Purchasing Policy.

A. Credit Card Policy.

1. This section shall be deemed the City's credit card purchasing policy.
2. The Finance Director shall be responsible for the City's credit card issuance, accounting, monitoring, retrieval and for general oversight of compliance with this credit card use policy.
3. Credit cards may be used for the purchase of goods and services that are for the official business of the City when standard accounts payable procedures cannot be utilized. Examples include fuel purchases, travel-related expenses, conference registration fees and purchases wherein vendor requires immediate payment and the purchase is immediately necessary for City business.
4. City credit cards may be used only by those authorized and only for the purchase of goods or services for the official business of the City.
5. Purchases made via the credit card must comply with the City's purchasing and expenditure policies. The card in no way changes such policies.
6. The Finance Department will follow established accounts payable internal control

procedures for approval, documentation and payment of credit card charges.

7. Unauthorized use of a City credit card shall result in disciplinary measures to the fullest extent of the law.

B. Procedures.

1. Issuance of Credit Cards.
   a. Credit cards may be issued to the City Manager, Finance Director, Police Chief, Lieutenant, Community Services Director, Community Development Director, Public Works Director, Human Resources Officer and City Clerk. Only one card will be issued in an individual's name. Cards are nontransferable. It is understood that each individual issued a credit card may designate support staff to process credit card purchases.
   b. The Finance Director may authorize credit card purchases of up to two thousand five hundred dollars. Contracts and purchases in excess of that amount which have been authorized by the Finance Director may be paid with credit cards if specifically authorized by City Manager. The authorized credit limit of each credit card issued by the City shall not exceed five thousand dollars.

2. Card Holder Responsibilities and Liability.
   a. Each credit card holder must comply with the following requirements:
      i. Ensure the card is used only for legitimate City business purposes.
      ii. Maintain the card in a secure location at all times.
      iii. Not allow other individuals to use the card.
      iv. Adhere to City purchase limits and restrictions as set forth in this chapter and as required by the City Manager.
      v. Submit documentation to the Finance Director including sales slips, register receipts and/or credit card slips and other documentation detailing the goods or services purchased, the cost of the goods or services, the date of the purchase and the official business for which it was purchased. Such documentation shall be submitted within five days of purchase.
      vi. Attempt to resolve disputes related to billing errors with a vendor directly or in conjunction with the Finance Department.
      vii. Ensure that the appropriate credit is issued for disputed items or billing errors on a subsequent credit card statement.
      viii. Immediately report a lost or stolen card to the card issuer and notify the Finance Director of the lost or stolen card at the first opportunity available.
      ix. Return the card to the Finance Director upon termination of employment with the City.

   b. Card Holder Liability. The credit card is a corporate charge card that will not affect the card holder's personal credit; however, it is the card holder's responsibility to ensure that the card is used within stated guidelines,

policies and procedures of the City. Failure to comply with program guidelines may result in the permanent revocation of the card, charge-back of an improper or unsupported transaction to the card holder for reimbursement to the City, notification of the situation to management and further disciplinary measures, which may include termination.

3.20.130. Surplus Supplies and Equipment

A. Definitions.

1. "Surplus City property" means supplies or equipment belonging to the City which are no longer used or which have become obsolete or worn out or which are otherwise of no further use.

2. "Immediate family" includes spouses, registered domestic partners, parents, children, siblings, grandchildren, grandparents, uncles, aunts, nieces and nephews by blood or marriage.

B. Duty to report surplus equipment and supplies. Departments shall submit to the Purchasing Officer, at such times and in such forms as prescribed, reports listing all available surplus City property. The Purchasing Officer shall have authority to exchange for, or trade in, such property on new supplies and equipment in accordance with this chapter.

C. Disposal required. The Purchasing Officer shall determine if any surplus City property can be used by any department of the City. If such supplies or equipment cannot be used or are unsuitable for City use, the Purchasing Officer shall, in the manner provided in this section, dispose of such supplies and equipment that cannot be exchanged for or traded in on new equipment or supplies.

D. Manner of disposal.

1. If the surplus City property which is not required for City use has been assigned an estimated market value of less than one thousand dollars by the purchasing officer, it may be disposed on the open market without advertising for bids.

2. If the surplus City property which is not required for City use has been assigned an estimated market value of one thousand dollars or more by the Purchasing Officer, the purchasing officer shall dispose of the property:

a. Through the solicitation of sealed bids, with the award going to the highest responsive, responsible bidder. All notices shall be published by the Purchasing Officer in a commercially reasonable manner, using any appropriate mediums of printed or electronic commerce which, in the opinion of the Purchasing Officer, are likely to ensure an optimum bidding process;

b. Through participation in an auction;

c. Through consignment of items to a vendor to sell on behalf of the City. The Purchasing Officer shall enter into an agreement with the vendor that has the potential of generating the most market interest and, therefore, the highest net proceeds for the City. The consignment vendor shall, at its expense, advertise the item(s) for sale, in accordance with subsection (B)(1) of this section and shall accept offers on behalf of the City, with the City having final acceptance authority;

d. Through a negotiated agreement with another public agency, public safety organization, government agency or other nonprofit agency which may have limited funds and an expressed need for such item(s).

3. The amount received for any property sold pursuant to this chapter shall be deposited in the City's general fund or internal service fund as deemed appropriate by the Finance Director.

E. City personnel and immediate family members prohibited from purchasing. No City officer or employee or any member of the immediate of a City officer or employee shall purchase surplus City property sold in accordance with this chapter.

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

SECTION 4. **Severability**. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. **Publication**. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 6. **Effective Date**. This ordinance shall become effective thirty (30) days after the date of adoption.

****

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman on the 22nd day of October 2025, and was passed and adopted at a regular meeting of the City Council of the City of Kerman on November 12, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing ordinance is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

STAFF REPORT

MEETING DATE: November 12, 2025

PRESENTER: Jerry Jones, Community Development Director

SUBJECT: Public Hearing for Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2025 California Building Standards Code By Reference (JJ)

RECOMMENDATION: City Council hold a public hearing, waive full reading, and adopt an Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code to Adopt the 2025 California Building Standards Code by Reference.

EXECUTIVE SUMMARY:

Every three years, the California Building Standards Commission (BSC), a State agency, adopts updated codes for the design and construction of buildings and structures within the State, known as the California Title 24 Building Standards Code, also referred to as the California Building Standards Code, Building Code, and simply Title 24. State law mandates that local governments enforce these regulations or enforce local ordinances containing qualified, reasonably necessary, and generally more restrictive building standards than those provided in the California Building Standards Code (CBSC). The 2025 CBSC was published by the BSC on July 1, 2025. As a result of the BSC action, each local government agency may adopt this new code, with local amendments if desired, by January 1, 2026. If no local action is taken by this date, then the State's Code in its entirety is applicable to the agency's jurisdiction when processing permit applications. Adoption of the 2025 CBSC by reference allows future amendments to the CBSC to be included automatically rather than having to amend the City's Municipal Code each time there is an amendment to the CBSC.

The 2025 California Building Standards Code, Title 24, California Code of Regulations, includes the following parts:

- Part 1 – California Administrative Code
- Part 2 – California Building Code
- Part 2.5 – California Residential Building Code
- Part 3 – California Electrical Code
- Part 4 – California Mechanical Code
- Part 5 – California Plumbing Code
- Part 6 – California Energy Code
- Part 7 – California Wildland-Urban Interface Code
- Part 8 – California Historical Building Code
- Part 9 – California Fire Code
- Part 10 – California Existing Building Code
- Part 11 – California Green Building Standards Code
- Part 12 – California Reference Standards Code

The 2025 CBSC can be accessed via the following link: https://www.dgs.ca.gov/BSC/Codes. All construction and development projects submitted to the City on or after January 1, 2026 will be required to comply with the 2025 CBSC.

City Council introduced the ordinance at it's regular meeting on October 22, 2025 and set the date for the public hearing for November 12, 2025. Notice of the public hearing was published in the Kerman News on October 29th and November 5th in order to comply with legal requirements. The Notice was also posted at City Hall.

FISCAL IMPACT:

Hard copies of the 2025 CBSC must be available in the Building Division for staff and public review and have already been procured. Costs associated with procurement of the 2025 CBSC are accounted for as part of the 2025-2026 Fiscal Year Budget.

ENVIRONMENTAL REVIEW:

The adoption of this ordinance is exempt from further CEQA review under the common sense rule (Section 15061(b)(3)), as there is not a reasonable possibility that the adoption of the 2025 CBSC may have a significant adverse impact on the environment.

ATTACHMENTS:

A. Proposed Ordinance

Attachment 'A'

ORDINANCE NO. 25-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN AMENDING CHAPTER 15.04 OF TITLE 15 OF THE KERMAN MUNICIPAL CODE TO ADOPT THE 2025 CALIFORNIA BUILDING STANDARDS CODE BY REFERENCE

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

Section 1. Amendment. Section 15.04.010 of Chapter 15.04 of the Kerman Municipal Code is hereby amended to read as follows:

15.04.010 California Building Code adopted.

The City of Kerman hereby adopts the California Title 24 Building Standards Code (California Building Standards Code) by reference. The California Building Standards Code is marked accordingly and is on file in the office of the Building Division of the City of Kerman. In particular, the following are hereby adopted:

A. 2025 California Administrative Code--CCR Title 24, Part 1, as published by the International Code Council;

B. 2025 California Building Code--CCR Title 24, Part 2, (Volume 1 & 2) and including Chapter 1, Division II Scope and Administration and Appendix H – Signs, Appendix I – Patio Covers, Appendix J – Grading, and Appendix Q – Emergency Housing, as published by the International Code Council;

C. 2025 California Residential Code--CCR Title 24, Part 2.5, including Chapter 1, Division II Scope and Administration and all Appendices excepting Appendix AB – Permit Fees, as published by the International Code Council;

D. 2025 California Electrical Code--CCR Title 24, Part 3, including Article 89 and Annex H, as published by the National Fire Protection Association;

E. 2025 California Mechanical Code--CCR Title 24, Part 4, including Chapter 1, Division II Administration and all Appendices, as published by the International Association of Plumbing and Mechanical Officials;

F. 2025 California Plumbing Code--CCR Title 24, Part 5 including Chapter 1, Division II Administration and all Appendices, as published by the International Association of Plumbing and Mechanical Officials;

G. 2025 California Energy Code--CCR Title 24, Part 6 and all Appendices, as published by the International Code Council;

H. 2025 California Wildland-Urban Interface Code – CCR Title 24, Part 7, as published by the international Code Council;

I. 2025 California Historical Building Code--CCR Title 24, Part 8, including Appendix A, as published by the International Code Council;

J. 2025 California Fire Code--CCR Title 24, Part 9 including Chapter 1, Division II Administration, including all Appendices, as published by the International Code Council;

K. 2025 California Existing Building Code--CCR Title 24, Part 10 including Chapter 1, Division II Administration, and all Appendices, as published by the International Code Council;

L. 2025 California Green Building Standards Code--CCR Title 24, Part 11, as published by the International Code Council;

M. 2025 California Referenced Standards Code, including all Appendices, as published by the International Code Council;

Section 2. Severability. The City Council declares that the provisions of this Ordinance are severable. If, for any reason, any sentence, paragraph, or section of this ordinance is determined by a court of competent Jurisdiction to be invalid, such determination will not affect the validity of the remaining portions of this Ordinance.

Section 3. CEQA. The City Council finds this project is exempt pursuant to California Environmental Quality Act (CEQA) Guidelines section 15061(b)(3) as there is not a reasonable possibility that the amendments may have a significant adverse impact on the environment as i) California law mandates that on January 1, 2026, all portions of the 2025 California Code of Regulations Title 24 will be effective within the City regardless of whether the City takes any action, which regulations thereby serves as a baseline for the purposes of CEQA; ii) previously approved amendments to said regulations that are being carried forward without change also constitute the existing environmental baseline, and it will not add any additional significant adverse impact to the environment to continue to use said amendments; iii) to the extent that previously approved amendments are modified, said modifications are primarily related to the administration of said regulations, and such ministerial processes will not result in a significant, adverse impact to the environment; and iv) any remaining proposed amendments, additions, or deletions will not result in a significant, adverse impact to the environment given the environmental baseline. As such, no further analysis is required under CEQA.

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

Section 5. Effective Date. This Ordinance shall become effective January 1, 2026.

The foregoing ordinance was introduced at a regular meeting of the City of Kerman City Council held on the 22nd day of October 2025, and was passed and adopted at a regular meeting of the City of Kerman City Council held on the 12th day of November 2025, by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The foregoing ordinance is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

STAFF REPORT

MEETING DATE: November 12, 2025

PRESENTER: Steve Wilkins, Chief of Police

SUBJECT: Proposed Public Safety Camera System (SW)

RECOMMENDATION: Council by motion adopt resolution approving a five-year contract with Flock Group, Inc. dba Flock Safety for the installation and support of a public safety camera system in the amount of $454,950.00 (excluding tax), pursuant to Omnia Partners Contract No. R250203.

EXECUTIVE SUMMARY:

Staff recommend that the City utilize a cooperative agreement (also known as piggyback process) to purchase a comprehensive camera system which includes automated license plate reader (ALPR) cameras, real-time alert capabilities, and advanced software analytics. This procurement is being conducted under Omnia Partners Contract No. R250203, which provides pre-competed pricing for Flock Safety products and services.

DISCUSSION:

A cooperative agreement can be executed via another entity's agreement when the items or services have already been competitively procured by other governmental processes substantially the same as those used by the City, and that the terms and conditions contain language allowing piggybacking by other public agencies. In some instances, this method provides the most efficient purchase method or the best cost savings for the quantities or type of goods or services utilized. These contracts are also encouraged when applicable for operational proficiencies and to minimize staff processing time when the goods or services being procured have limited availability.

Flock Safety offers a comprehensive technology platform to support law enforcement investigations and public safety operations. The proposed contract will enable the installation of a combination of license plate readers (LPRs) and live-streaming video cameras, integrated through a cloud-based operating system that provides intelligent search, traffic data, and national crime database alerts.

The system will be strategically deployed throughout the city—including public parks, high-traffic intersections, pedestrian-heavy zones, and critical infrastructure, like the wastewater treatment plant—to enhance the City's security posture and investigative capabilities.

Throughout the year, the Kerman Police Department responds to and investigates thousands of calls for service involving reported crimes. Unfortunately, many of these cases cannot be prosecuted due to the absence of eyewitness testimony or photographic evidence.

A robust camera system would greatly enhance our ability to capture critical information, providing valuable leads for patrol officers and detectives to pursue. While no system can record every crime, this tool will significantly strengthen investigations in cases where no other evidence is available.

By leveraging this technology, the Police Department will be better equipped to conduct thorough investigations, submit prosecutable cases to the District Attorney, and bring resolution and justice to community members who have been victimized.

Flock Safety's system provides law enforcement with real-time alerts and investigative tools by capturing and analyzing vehicle data, including license plates, make, model, and color. The system uses machine learning to create vehicle fingerprints and provides advanced search tools, enabling flexible searches by vehicle characteristics, time, and location.

The system integrates with national databases such as the NCIC, supports inter-agency collaboration with neighboring jurisdictions already on the Flock platform, and provides privacy and security safeguards that are CJIS-compliant.

In summary, after reviewing the available purchase options for this purchase, staff determined that using the cooperative purchase agreement represents the most advantageous purchasing strategy.

FISCAL IMPACT:

The total five-year cost is $454,950.00 (excluding tax), broken down as follows:

Year 1 (At Contract Signing): $33,150.00
Year 2: $69,300.00
Year 3: $117,500.00
Year 4: $117,500.00
Year 5: $117,500.00
Total: $454,950.00

Discounts Applied:

- Flock Safety Multi-Year Discount: $132,550.00
- Flock Safety Professional Services: $21,700.00

Funding Sources:

- General Fund: The majority of the system cost will be paid from the City's General Fund, supporting citywide public safety initiatives.
- Enterprise Funds: A portion of costs—specifically related to protecting infrastructure like the wastewater treatment plant—will be funded through applicable enterprise accounts.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 25-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A FIVE-YEAR CONTRACT WITH FLOCK GROUP INC. D/B/A FLOCK SAFETY FOR THE INSTALLATION AND SUPPORT OF A PUBLIC SAFETY CAMERA SYSTEM

WHEREAS, the City of Kerman is committed to enhancing public safety and supporting law enforcement investigations; and

WHEREAS, the City wishes to enter into a contract with Flock Safety pursuant to a Cooperative Agreement process; and

WHEREAS, the proposed system consists of automated license plate reader (ALPR) cameras, live-streaming video cameras, and software analytics that provide real-time alerts and investigative tools; and

WHEREAS, the proposed system includes a total of 8 license plate reader cameras, 22 live-streaming video cameras, and the Flock OS+ software suite, providing advanced search, traffic analytics, and national database alert capabilities; and

WHEREAS, the total contract cost for the five-year agreement is $454,950.00 (excluding tax), which reflects a multi-year discount of $132,550.00; and

WHEREAS, the contract will be funded through the City's General Fund and applicable enterprise funds, with portions specifically supporting the protection of critical infrastructure such as the wastewater treatment plant; and

WHEREAS, the system will be strategically deployed across city parks, high-traffic intersections, pedestrian-dense areas, and other key locations to enhance community safety and regional collaboration.

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

1. The foregoing recitals are true and correct.

2. The Council approves the five-year contract with Flock Group Inc. d/b/a Flock Safety for the installation and support of a public safety camera system in the amount of $454,950.00. A copy is attached as **Exhibit 'A'.**

3. The Council authorizes the City Manager, or his representative, to execute the contract and take all necessary actions to implement the system.

4. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 12th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby adopted.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

Exhibit 'A'

Master Services Agreement

This Master Services Agreement (this "***Agreement***") is entered into by and between Flock Group Inc. with a place of business at 1170 Howell Mill Road NW Suite 210, Atlanta, GA 30318 ("***Flock***") and the entity identified in the signature block ("***Customer***") (each a "***Party***," and together, the "***Parties***"). This Agreement is effective on the date of mutual execution ("***Effective Date***"). Parties will sign an Order Form ("***Order Form***") which will describe the Flock Services to be performed and the period for performance, attached hereto as **Exhibit A**.

RECITALS

WHEREAS, Flock offers a software and hardware situational awareness solution through Flock's technology platform that upon detection is capable of capturing audio, video, image, and recording data and provide notifications to Customer ("***Notifications***");

WHEREAS, Customer desires access to the Flock Services (defined below) on existing devices, provided by Customer, or Flock provided Flock Hardware (as defined below) in order to create, view, search and archive Footage and receive Notifications, via the Flock Services; and

NOW THEREFORE, in consideration of the mutual promises and covenants set forth herein, the Parties agree as follows:

WHEREAS, Flock desires to provide Customer the Flock Services and any access thereto, subject to the terms and conditions of this Agreement, solely for the awareness, prevention, and prosecution of crime, bona fide investigations and evidence gathering for law enforcement purposes, ("***Permitted Purpose***").

1. DEFINITIONS

Certain capitalized terms, not otherwise defined herein, have the meanings set forth or crossreferenced in this Section 1.

1.1 "***Agreement***" means the order form (to be provided as Exhibit A, "Order Form"), these terms and conditions, and any document therein incorporated by reference in section 11.4.

1.2 "***Anonymized Data***" means Customer Data permanently stripped of identifying details and any potential personally identifiable information, by commercially available standards which irreversibly alters data in such a way that a data subject (i.e., individual person or entity) can no longer be identified directly or indirectly.

1.3 "***Authorized End User(s)***" means any individual employees, agents, or contractors of Customer accessing or using the Services, under the rights granted to Customer pursuant to this Agreement.

1.4 "***Customer Data***" means the data, media, and content provided by Customer through the Services. For the avoidance of doubt, the Customer Data will include the Footage.

1.5. "***Customer Hardware***" means the third-party camera owned or provided by Customer and any other physical elements that interact with the Embedded Software and the Web Interface to provide the Services.

1.6 "***Effective Date***" means the date this Agreement is mutually executed (valid and enforceable) by both Parties.

1.7 "***Embedded Software***" means the Flock proprietary software and/or firmware integrated with or installed on the Flock Hardware or Customer Hardware.

1.8 "***Flock Hardware***" means the Flock device(s), which may include the pole, clamps, solar panel, installation components, and any other physical elements that interact with the Embedded Software and the Web Interface, to provide the Flock Services as specifically set forth in the applicable Order Form.

1.9 "***Flock IP***" means the Services, the Embedded Software, and any intellectual property or proprietary information therein or otherwise provided to Customer and/or its Authorized End Users. Flock IP does not include Footage (as defined below).

1.10 "***Flock Services***" means the provision of Flock's software and hardware situational awareness solution, via the Web Interface, for automatic license plate detection, alerts, audio detection, searching image records, video and sharing Footage.

1.11 "***Footage***" means still images, video, audio, and other data captured by the Flock Hardware or Customer Hardware in the course of and provided via the Flock Services.

1.12 "***Integration Data***" means any distribution of data from a Customer requested third party integration.

1.13"***Installation Services***" means the services provided by Flock for installation of Flock Services.

1.14 "***Permitted Purpose***" means for legitimate public safety and/or business purpose, including but not limited to the awareness, prevention, and prosecution of crime; investigations; and prevention of commercial harm, to the extent permitted by law.

1.15 "***Retention Period***" means the time period that the Customer Data is stored within the cloud storage, as specified in the applicable Order Form. Flock deletes all Footage on a rolling thirty (30) day basis, except as otherwise stated on the Order Form. Customer shall be responsible for extracting, downloading and archiving Footage from the Flock Services on its own storage devices.

1.16 "***Term***" means the date, unless otherwise stated in the Order Form, upon which the cameras are validated by both Parties as operational.

1.17 "***Web Interface***" means the website(s) or application(s) through which Customer and its Authorized End Users can access the Services.

2. SERVICES AND SUPPORT

2.1 **Provision of Access.** Flock hereby grants to Customer a non-exclusive, non-transferable right to access the features and functions of the Flock Services via the Web Interface during the Term, solely for the Authorized End Users. The Footage will be available for Authorized End Users to access and download via the Web Interface for the Retention Period. Authorized End Users will be required to sign up for an account and select a password and username ("***User ID***"). Customer shall be responsible for all acts and omissions of Authorized End Users. Customer shall undertake reasonable efforts to make all Authorized End Users aware of all

applicable provisions of this Agreement and shall cause Authorized End Users to comply with such provisions. Flock may use the services of one or more third parties to deliver any part of the Flock Services, (such as using a third party to host the Web Interface for cloud storage or a cell phone provider for wireless cellular coverage).

2.2 **Embedded Software License.** Flock grants Customer a limited, non-exclusive, nontransferable, non-sublicensable (except to the Authorized End Users), revocable right to use the Embedded Software as it pertains to Flock Services, solely as necessary for Customer to use the Flock Services.

2.3 **Support Services.** Flock shall monitor the Flock Services, and any applicable device health, in order to improve performance and functionality. Flock will use commercially reasonable efforts to respond to requests for support within seventy-two (72) hours. Flock will provide Customer with reasonable technical and on-site support and maintenance services in-person, via phone or by email at support@flocksafety.com (such services collectively referred to as ***"Support Services"***).

2.4 **Updates to Platform.** Flock may make any updates to system or platform that it deems necessary or useful to (i) maintain or enhance the quality or delivery of Flock's products or services to its agencies, the competitive strength of, or market for, Flock's products or services, such platform or system's cost efficiency or performance, or (ii) to comply with applicable law. Parties understand that such updates are necessary from time to time and will not diminish the quality of the services or materially change any terms or conditions within this Agreement.

2.5 **Service Interruption.** Services may be interrupted in the event that: (a) Flock's provision of the Services to Customer or any Authorized End User is prohibited by applicable law; (b) any third-party services required for Services are interrupted; (c) if Services are being used for malicious, unlawful, or otherwise unauthorized use; (d) there is a threat or attack on any of the Flock IP by a third party; or (e) scheduled or emergency maintenance ("***Service Interruption***"). Flock will make commercially reasonable efforts to provide written notice of any Service Interruption to Customer, to provide updates, and to resume providing access to Flock Services as soon as reasonably possible after the event giving rise to the Service Interruption is cured. Flock will have no liability for any damage, liabilities, losses (including any loss of data or

profits), or any other consequences that Customer or any Authorized End User may incur as a result of a Service Interruption. To the extent that the Service Interruption is not caused by Customer's direct actions or by the actions of parties associated with the Customer, the time will be tolled by the duration of the Service Interruption (for any continuous suspension lasting at least one full day). For example, in the event of a Service Interruption lasting five (5) continuous days, Customer will receive a credit for five (5) free days at the end of the Term.

2.6 **Service Suspension.** Flock may temporarily suspend Customer's and any Authorized End User's access to any portion or all of the Flock IP or Flock Service if (a) there is a threat or attack on any of the Flock IP by Customer; (b) Customer's or any Authorized End User's use of the Flock IP disrupts or poses a security risk to the Flock IP or any other customer or vendor of Flock; (c) Customer or any Authorized End User is/are using the Flock IP for fraudulent or illegal activities; (d) Customer has violated any term of this provision, including, but not limited to, utilizing Flock Services for anything other than the Permitted Purpose; or (e) any unauthorized access to Flock Services through Customer's account ("***Service Suspension***"). Customer shall not be entitled to any remedy for the Service Suspension period, including any reimbursement, tolling, or credit. If the Service Suspension was not caused by Customer, the Term will be tolled by the duration of the Service Suspension.

2.7 **Hazardous Conditions.** Flock Services do not contemplate hazardous materials, or other hazardous conditions, including, without limit, asbestos, lead, or toxic or flammable substances. In the event any such hazardous materials are discovered in the designated locations in which Flock is to perform services under this Agreement, Flock shall have the right to cease work immediately.

3. CUSTOMER OBLIGATIONS

3.1 **Customer Obligations.** Flock will assist Customer Authorized End Users in the creation of a User ID. Authorized End Users agree to provide Flock with accurate, complete, and updated registration information. Authorized End Users may not select as their User ID, a name that they do not have the right to use, or any other name with the intent of impersonation. Customer and Authorized End Users may not transfer their account to anyone else without prior written permission of Flock. Authorized End Users shall not share their account username or password

information and must protect the security of the username and password. Unless otherwise stated and defined in this Agreement, Customer shall not designate Authorized End Users for persons who are not officers, employees, or agents of Customer. Authorized End Users shall only use Customer-issued email addresses for the creation of their User ID. Customer is responsible for any Authorized End User activity associated with its account. Customer shall ensure that Customer provides Flock with up-to-date contact information at all times during the Term of this Agreement. Customer shall be responsible for obtaining and maintaining any equipment and ancillary services needed to connect to, access or otherwise use the Flock Services (e.g., laptops, internet connection, mobile devices, etc.). Customer shall (at its own expense) provide Flock with reasonable access and use of Customer facilities and Customer personnel in order to enable Flock to perform Services (such obligations of Customer are collectively defined as ***"Customer Obligations"***).

3.2 **Customer Representations and Warranties.** Customer represents, covenants, and warrants that Customer shall use Flock Services only in compliance with this Agreement and all applicable laws and regulations, including but not limited to any laws relating to the recording or sharing of data, video, photo, or audio content.

4. DATA USE AND LICENSING

4.1 **Customer Data.** As between Flock and Customer, all right, title and interest in the Customer Data, belong to and are retained solely by Customer. Customer hereby grants to Flock a limited, non-exclusive, royalty-free, irrevocable, worldwide license to use the Customer Data and perform all acts as may be necessary for Flock to provide the Flock Services to Customer. Flock does not own and shall not sell Customer Data.

4.2 **Customer Generated Data.** Flock may provide Customer with the opportunity to post, upload, display, publish, distribute, transmit, broadcast, or otherwise make available, messages, text, illustrations, files, images, graphics, photos, comments, sounds, music, videos, information, content, ratings, reviews, data, questions, suggestions, or other information or materials produced by Customer (**"*Customer Generated Data"***). Customer shall retain whatever legally cognizable right, title, and interest in Customer Generated Data. Customer understands and acknowledges that Flock has no obligation to monitor or enforce Customer's intellectual property rights of

Customer Generated Data. Customer grants Flock a non-exclusive, irrevocable, worldwide, royalty-free, license to use the Customer Generated Data for the purpose of providing Flock Services. Flock does not own and shall not sell Customer Generated Data.

4.3 **Anonymized Data.** Flock shall have the right to collect, analyze, and anonymize Customer Data and Customer Generated Data to the extent such anonymization renders the data nonidentifiable to create Anonymized Data to use and perform the Services and related systems and technologies, including the training of machine learning algorithms. Customer hereby grants Flock a non-exclusive, worldwide, perpetual, royalty-free right to use and distribute such Anonymized Data to improve and enhance the Services and for other development, diagnostic and corrective purposes, and other Flock offerings. Parties understand that the aforementioned license is required for continuity of Services. Flock does not own and shall not sell Anonymized Data.

4.4 **Data Distribution**. Customer may, upon request, choose to integrate Flock Services with a third party to either distribute Integration Data or Customer Data (such third party, "Recipient"). Upon such request, Customer hereby grants to Flock a non-exclusive, non-transferable, royaltyfree, perpetual license to access, share, view, record, duplicate, store, save, reproduce, modify, display, and distribute Customer Data and/or Integration Data, as required by the requested distribution. Customer acknowledges that such data may be viewed, recorded, duplicated, stored, saved, reproduced, modified, displayed, distributed, and retained by Recipient for a period longer than Flock's standard retention period and hereby provides consent to such retention period. Unless expressly listed in the Order Form, the provision, access, or use of any Application Programming Interfaces ("APIs") is not included under this Agreement. Any rights, licenses, or obligations related to APIs shall be governed solely by the terms set forth in the Order Form or a separate agreement between the parties.

5. CONFIDENTIALITY; DISCLOSURES

5.1 **Confidentiality.** To the extent required by any applicable public records requests, each Party (the "***Receiving Party***") understands that the other Party (the "***Disclosing Party***") has disclosed or may disclose business, technical or financial information relating to the Disclosing Party's business (hereinafter referred to as "***Proprietary Information***" of the Disclosing Party).

Proprietary Information of Flock includes non-public information provided by the Disclosing Party to the Receiving Party regarding features, functionality and performance of this Agreement. Proprietary Information of Customer includes non-public data provided by Customer to Flock or collected by Flock via Flock Services, which includes but is not limited to geolocation information and environmental data collected by sensors. The Receiving Party agrees: (i) to take the same security precautions to protect against disclosure or unauthorized use of such Proprietary Information that the Party takes with its own proprietary information, but in no event less than commercially reasonable precautions, and (ii) not to use (except in performance of the Services or as otherwise permitted herein) or divulge to any third person any such Proprietary Information. The Disclosing Party agrees that the foregoing shall not apply with respect to any information that the Receiving Party can document (a) is or becomes generally available to the public; or (b) was in its possession or known by it prior to receipt from the Disclosing Party; or (c) was rightfully disclosed to it without restriction by a third party; or (d) was independently developed without use of any Proprietary Information of the Disclosing Party. Nothing in this Agreement will prevent the Receiving Party from disclosing the Proprietary Information pursuant to any judicial or governmental order, provided that the Receiving Party gives the Disclosing Party reasonable prior notice of such disclosure to contest such order. At the termination of this Agreement, all Proprietary Information will be returned to the Disclosing Party, destroyed or erased (if recorded on an erasable storage medium), together with any copies thereof, when no longer needed for the purposes above, or upon request from the Disclosing Party, and in any case upon termination of the Agreement. Notwithstanding any termination, all confidentiality obligations of Proprietary Information that is trade secret shall continue in perpetuity or until such information is no longer trade secret.

5.2 **Usage Restrictions on Flock IP.** Flock and its licensors retain all right, title and interest in and to the Flock IP and its components, and Customer acknowledges that it neither owns nor acquires any additional rights in and to the foregoing not expressly granted by this Agreement. Customer further acknowledges that Flock retains the right to use the foregoing for any purpose in Flock's sole discretion. Customer and Authorized End Users shall not: (i) directly or indirectly, reverse engineer, decompile, disassemble, or otherwise attempt to discover, or recreate the source code, object code or underlying structure, ideas or algorithm of the Flock Services or any software provided hereunder; modify, translate, or create derivative works based on the

Flock Services or any software provided hereunder, (ii) attempt to modify, alter, tamper with or repair any of the Flock IP, or attempt to create any derivative product from any of the foregoing; (iii) interfere or attempt to interfere in any manner with the functionality or proper working of any of the Flock IP; (iv) remove, obscure, or alter any notice of any intellectual property or proprietary right appearing on or contained within the Flock Services or Flock IP; (v) use the Flock Services for anything other than the Permitted Purpose; or (vi) assign, sublicense, sell, resell, lease, rent, or otherwise transfer, convey, pledge as security, or otherwise encumber, Customer's rights. There are no implied rights.

5.3 **Disclosure of Footage.** Subject to and during the Retention Period, Flock may access, use, preserve and/or disclose the Footage to law enforcement authorities, government officials, and/or third parties, if legally required to do so or if Flock has a good faith belief that such access, use, preservation or disclosure is reasonably necessary to comply with a legal process, enforce this Agreement, or detect, prevent or otherwise address security, privacy, fraud or technical issues, or emergency situations.

6. PAYMENT OF FEES

6.1 **Billing and Payment of Fees**. Customer shall pay the fees set forth in the applicable Order Form based on the billing structure and payment terms as indicated in the Order Form. To the extent the Order Form is silent, Customer shall pay all invoices net thirty (30) days from the date of receipt. If Customer believes that Flock has billed Customer incorrectly, Customer must contact Flock no later than thirty (30) days after the closing date on the first invoice in which the error or problem appeared to receive an adjustment or credit. Customer acknowledges and agrees that a failure to contact Flock within this period will serve as a waiver of any claim. If any undisputed fee is more than thirty (30) days overdue, Flock may, without limiting its other rights and remedies, suspend delivery of its service until such undisputed invoice is paid in full. Flock shall provide at least thirty (30) days' prior written notice to Customer of the payment delinquency before exercising any suspension right.

6.2 **Notice of Changes to Fees.** In the event of any changes to fees, Flock shall provide

Customer with sixty (60) days notice (email sufficient) prior to the end of the Initial Term or Renewal Term (as applicable). Any such changes to fees shall only impact subsequent Renewal Terms.

6.3 **Taxes.** To the extent Customer is not a tax exempt entity, Customer is responsible for all taxes, levies, or duties, excluding only taxes based on Flock's net income, imposed by taxing authorities associated with the order. If Flock has the legal obligation to pay or collect taxes, including amount subsequently assessed by a taxing authority, for which Customer is responsible, the appropriate amount shall be invoice to and paid by Customer unless Customer provides Flock a legally sufficient tax exemption certificate and Flock shall not charge Customer any taxes from which it is exempt. If any deduction or withholding is required by law, Customer shall notify Flock and shall pay Flock any additional amounts necessary to ensure that the net amount that Flock receives, after any deduction and withholding, equals the amount Flock would have received if no deduction or withholding had been required.

7. TERM AND TERMINATION

7.1 **Term.** The initial term of this Agreement shall be for the period of time set forth on the Order Form (the "***Term***"). Unless otherwise indicated on the Order Form, the Term shall commence upon first installation of Flock Hardware, as applicable. Following the Term, unless otherwise indicated on the Order Form, this Agreement will automatically renew for successive renewal terms of the greater of one year or the length set forth on the Order Form (each, a "***Renewal Term***") unless either Party gives the other Party notice of non-renewal at least thirty (30) days prior to the end of the then-current term.

7.2 **Termination.** Upon termination or expiration of this Agreement, Flock will remove any applicable Flock Hardware at a commercially reasonable time period. In the event of any material breach of this Agreement, the non-breaching Party may terminate this Agreement prior to the end of the Term by giving thirty (30) days prior written notice to the breaching Party; provided, however, that this Agreement will not terminate if the breaching Party has cured the breach prior to the expiration of such thirty (30) day period ("***Cure Period***"). Either Party may terminate this Agreement (i) upon the institution by or against the other Party of insolvency, receivership or bankruptcy proceedings, (ii) upon the other Party's making an assignment for the

benefit of creditors, or (iii) upon the other Party's dissolution or ceasing to do business. In the event of a material breach by Flock, and Flock is unable to cure within the ***Cure Period***, Flock will refund Customer a pro-rata portion of the pre-paid fees for Services not received due to such termination.

7.3 **Survival**. The following Sections will survive termination: 1, 3, 5, 6, 7, 8.3, 8.4, 9, 10.1 and 11.6.

8. REMEDY FOR DEFECT; WARRANTY AND DISCLAIMER

8.1 **Manufacturer Defect.** Upon a malfunction or failure of Flock Hardware or Embedded Software (a **"*Defect*"**), Customer must notify Flock's technical support team. In the event of a Defect, Flock shall make a commercially reasonable attempt to repair or replace the defective Flock Hardware at no additional cost to the Customer. Flock reserves the right, in its sole discretion, to repair or replace such Defect, provided that Flock shall conduct inspection or testing within a commercially reasonable time, but no longer than seven (7) business days after Customer gives notice to Flock.

8.2 **Replacements.** In the event that Flock Hardware is lost, stolen, or damaged, Customer may request a replacement of Flock Hardware at a fee according to the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule). In the event that Customer chooses not to replace lost, damaged, or stolen Flock Hardware, Customer understands and agrees that Flock is not liable for any resulting impact to Flock Service, nor shall Customer receive a refund for the lost, damaged, or stolen Flock Hardware.

8.3 **Warranty.** Flock shall use reasonable efforts consistent with prevailing industry standards to maintain the Services in a manner which minimizes errors and interruptions in the Services and shall perform the Installation Services in a professional and workmanlike manner. Services may be temporarily unavailable for scheduled maintenance or for unscheduled emergency maintenance, either by Flock or by third-party providers, or because of other causes beyond Flock's reasonable control, but Flock shall use reasonable efforts to provide advance notice in writing or by e-mail of any scheduled service disruption.

8.4 **Disclaimer.** THE REMEDY DESCRIBED IN SECTION 8.1 ABOVE IS CUSTOMER'S SOLE REMEDY, AND FLOCK'S SOLE LIABILITY, WITH RESPECT TO DEFECTS.

FLOCK IS NOT LIABLE FOR ANY DAMAGES OR ISSUES ARISING FROM THIRD-PARTY DISTRIBUTIONS REQUESTED BY CUSTOMER. AFOREMENTIONED DISTRIBUTION IS AT CUSTOMER'S OWN RISK. FLOCK DOES NOT WARRANT THAT THE SERVICES WILL BE UNINTERRUPTED OR ERROR FREE; NOR DOES IT MAKE ANY WARRANTY AS TO THE RESULTS THAT MAY BE OBTAINED FROM USE OF THE SERVICES. EXCEPT AS EXPRESSLY SET FORTH IN THIS SECTION, THE SERVICES ARE PROVIDED "AS IS" AND FLOCK DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE. THIS DISCLAIMER ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE MENTIONED IN SECTION 11.6.

8.5 **Insurance.** Flock will maintain commercial general liability policies to be provided as Exhibit B.

8.6 **Force Majeure.** Parties are not responsible or liable for any delays or failures in performance from any cause beyond their control, including, but not limited to acts of God, changes to law or regulations, embargoes, war, terrorist acts, pandemics (including the spread of variants), issues of national security, acts or omissions of third-party technology providers, riots, fires, earthquakes, floods, power blackouts, strikes, supply chain shortages of equipment or supplies, financial institution crisis, weather conditions or acts of hackers, internet service providers or any other third party acts or omissions.

9. LIMITATION OF LIABILITY; INDEMNITY

9.1 **Limitation of Liability.** NOTWITHSTANDING ANYTHING TO THE CONTRARY, FLOCK, ITS OFFICERS, AFFILIATES, REPRESENTATIVES, CONTRACTORS AND EMPLOYEES SHALL NOT BE RESPONSIBLE OR LIABLE WITH RESPECT TO ANY SUBJECT MATTER OF THIS AGREEMENT OR TERMS AND CONDITIONS RELATED THERETO UNDER ANY CONTRACT, NEGLIGENCE, STRICT LIABILITY, PRODUCT LIABILITY, OR OTHER THEORY: (A) FOR LOSS OF REVENUE, BUSINESS OR BUSINESS INTERRUPTION; (B) INCOMPLETE, CORRUPT, OR INACCURATE DATA; (C) COST OF PROCUREMENT OF SUBSTITUTE GOODS, SERVICES OR TECHNOLOGY; (D) FOR ANY INDIRECT, EXEMPLARY, INCIDENTAL, SPECIAL OR

CONSEQUENTIAL DAMAGES; (E) FOR ANY MATTER BEYOND FLOCK'S ACTUAL KNOWLEDGE OR REASONABLE CONTROL INCLUDING REPEAT CRIMINAL ACTIVITY OR INABILITY TO CAPTURE FOOTAGE; OR (F) FOR ANY AMOUNTS THAT, TOGETHER WITH AMOUNTS ASSOCIATED WITH SUCH CLAIMS, EXCEED THE FEES PAID AND/OR PAYABLE BY CUSTOMER TO FLOCK FOR THE SERVICES UNDER THIS AGREEMENT IN THE TWELVE (12) MONTHS PRIOR TO THE ACT OR OMISSION THAT GAVE RISE TO THE LIABILITY, IN EACH CASE, WHETHER OR NOT FLOCK HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. THIS LIMITATION OF LIABILITY OF SECTION ONLY APPLIES TO THE EXTENT ALLOWED BY THE GOVERNING LAW OF THE STATE REFERENCED IN SECTION 11.6. NOTWITHSTANDING ANYTHING TO THE CONTRARY, THE FOREGOING LIMITATIONS OF LIABILITY SHALL NOT APPLY (I) IN THE EVENT OF GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, OR (II) INDEMNIFICATION OBLIGATIONS.

9.2 **Responsibility.** Each Party to this Agreement shall assume the responsibility and liability for the acts and omissions of its own employees, officers, or agents, in connection with the performance of their official duties under this Agreement. Each Party to this Agreement shall be liable for the torts of its own officers, agents, or employees.

9.3 **Flock Indemnity.** Flock shall indemnify, defend, and hold harmless Customer, its agents and employees, from liability of any kind, including claims, costs (including defense) and expenses, on account of: (i) any copyrighted material, patented or unpatented invention, articles, device or appliance manufactured or used in the performance of this Agreement; or (ii) any damage or injury to property or person directly caused by Flock's installation of Flock Hardware, except for where such damage or injury was caused solely by the negligence of the Customer or its agents, officers or employees. This indemnification shall survive the term of this Agreement and remain in full force and effect.

10. INSTALLATION SERVICES AND OBLIGATIONS

10.1 **Ownership of Hardware**. Flock Hardware is owned and shall remain the exclusive property of Flock. Title to any Flock Hardware shall not pass to Customer upon execution of this Agreement, except as otherwise specifically set forth in this Agreement. Except as otherwise

expressly stated in this Agreement, Customer is not permitted to remove, reposition, re-install, tamper with, alter, adjust or otherwise take possession or control of Flock Hardware. Customer agrees and understands that in the event Customer is found to engage in any of the foregoing restricted actions, all warranties herein shall be null and void, and this Agreement shall be subject to immediate termination for material breach by Customer. Customer shall not perform any acts which would interfere with the retention of title of the Flock Hardware by Flock. Should Customer default on any payment of the Flock Services, Flock may remove Flock Hardware at Flock's discretion. Such removal, if made by Flock, shall not be deemed a waiver of Flock's rights to any damages Flock may sustain as a result of Customer's default and Flock shall have the right to enforce any other legal remedy or right.

10.2 **Deployment Plan**. Flock shall advise Customer on the location and positioning of the Flock Hardware for optimal product functionality, as conditions and locations allow. Flock will collaborate with Customer to design the strategic geographic mapping of the location(s) and implementation of Flock Hardware to create a deployment plan ("***Deployment Plan***"). In the event that Flock determines that Flock Hardware will not achieve optimal functionality at a designated location, Flock shall have final discretion to veto a specific location, and will provide alternative options to Customer.

10.3 **Changes to Deployment Plan.** After installation of Flock Hardware, any subsequent requested changes to the Deployment Plan, including, but not limited to, relocating, repositioning, adjusting of the mounting, removing foliage, replacement, changes to heights of poles will incur a fee according to the reinstall fee schedule located at (https://www.flocksafety.com/reinstall-fee-schedule). Customer will receive prior notice and confirm approval of any such fees.

10.4 **Customer Installation Obligations**. Customer is responsible for any applicable supplementary cost as described in the Customer Implementation Guide, attached hereto as Exhibit C. Customer represents and warrants that it has, or shall lawfully obtain, all necessary right title and authority and hereby authorizes Flock to install the Flock Hardware at the designated locations and to make any necessary inspections or maintenance in connection with such installation.

10.5 **Flock's Obligations**. Installation of any Flock Hardware shall be installed in a professional manner within a commercially reasonable time from the Effective Date of this Agreement. Upon removal of Flock Hardware, Flock shall restore the location to its original condition, ordinary wear and tear excepted. Flock will continue to monitor the performance of Flock Hardware for the length of the Term. Flock may use a subcontractor or third party to perform certain obligations under this Agreement, provided that Flock's use of such subcontractor or third party shall not release Flock from any duty or liability to fulfill Flock's obligations under this Agreement.

11. MISCELLANEOUS

11.1 **Compliance with Laws.** Parties shall comply with all applicable local, state and federal laws, regulations, policies and ordinances and their associated record retention schedules, including responding to any subpoena request(s).

11.2 **Severability.** If any provision of this Agreement is found to be unenforceable or invalid, that provision will be limited or eliminated to the minimum extent necessary so that this Agreement will otherwise remain in full force and effect.

11.3 **Assignment.** This Agreement is not assignable, transferable or sublicensable by either Party, without prior consent. Notwithstanding the foregoing, either Party may assign this Agreement, without the other Party's consent, (i) to any parent, subsidiary, or affiliate entity, or (ii) to any purchaser of all or substantially all of such Party's assets or to any successor by way of merger, consolidation or similar transaction.

11.4 **Entire Agreement.** This Agreement, together with the Order Form(s), the reinstall fee schedule (https://www.flocksafety.com/reinstall-fee-schedule), and any attached exhibits are the complete and exclusive statement of the mutual understanding of the Parties and supersedes and cancels all previous or contemporaneous negotiations, discussions or agreements, whether written and oral, communications and other understandings relating to the subject matter of this Agreement. All waivers and modifications must be in a writing signed by both Parties, except as otherwise provided herein. None of Customer's purchase orders, authorizations or similar documents will alter the terms of this Agreement, and any such conflicting terms are expressly rejected. Any mutually agreed upon future purchase order is subject to these legal terms and does not alter the rights and obligations under this Agreement, except that future purchase orders may outline additional products, services, quantities and billing terms to be mutually accepted by

Parties. In the event of any conflict of terms found in this Agreement or any other terms and conditions, the terms of this Agreement shall prevail. Customer agrees that Customer's purchase is neither contingent upon the delivery of any future functionality or features nor dependent upon any oral or written comments made by Flock with respect to future functionality or feature.

11.5 **Relationship.** No agency, partnership, joint venture, or employment is created as a result of this Agreement and Parties do not have any authority of any kind to bind each other in any respect whatsoever. Flock shall at all times be and act as an independent contractor to Customer.

11.6 **Governing Law; Venue.** This Agreement shall be governed by the laws of the state in which the Customer is located. The Parties hereto agree that venue would be proper in the chosen courts of the State of which the Customer is located. The Parties agree that the United Nations Convention for the International Sale of Goods is excluded in its entirety from this Agreement.

11.7 **Special Terms.** Flock may offer certain special terms which are indicated in the Order Form and will become part of this Agreement, upon Customer's prior written consent and the mutual execution by authorized representatives ("***Special Terms***"). To the extent that any terms of this Agreement are inconsistent or conflict with the Special Terms, the Special Terms shall control.

11.8 **Publicity.** Upon prior written consent, Flock has the right to reference and use Customer's name and disclose the nature of the Services in business and development and marketing efforts. Nothing contained in this Agreement shall be construed as conferring on any Party, any right to use the other Party's name as an endorsement of product/service.

11.9 **Feedback.** If Customer or Authorized End User provides any suggestions, ideas, enhancement requests, feedback, recommendations or other information relating to the subject matter hereunder, Customer or Authorized End User hereby assigns to Flock all right, title and interest (including intellectual property rights) with respect to or resulting from any of the foregoing.

11.10 **Export.** Customer may not remove or export from the United States or allow the export or re-export of the Flock IP or anything related thereto, or any direct product thereof in violation of any restrictions, laws or regulations of the United States Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, or any other United States or foreign Customer or authority. As defined in Federal Acquisition Regulation ("FAR"), section

2.101, the Services, the Flock Hardware and Documentation are “commercial items” and according to the Department of Defense Federal Acquisition Regulation (“DFAR”) section 252.2277014(a)(1) and are deemed to be “commercial computer software” and “commercial computer software documentation.” Flock is compliant with FAR Section 889 and does not contract or do business with, use any equipment, system, or service that uses the enumerated banned Chinese telecommunication companies, equipment or services as a substantial or essential component of any system, or as critical technology as part of any Flock system. Consistent with DFAR section 227.7202 and FAR section 12.212, any use, modification, reproduction, release, performance, display, or disclosure of such commercial software or commercial software documentation by the U.S. Government will be governed solely by the terms of this Agreement and will be prohibited except to the extent expressly permitted by the terms of this Agreement.

11.11 **Headings.** The headings are merely for organization and should not be construed as adding meaning to the Agreement or interpreting the associated sections.

11.12 **Authority.** Each of the below signers of this Agreement represent that they understand this Agreement and have the authority to sign on behalf of and bind the Parties they are representing upon the Effective Date.

11.13 **Conflict.** In the event there is a conflict between this Agreement and any applicable statement of work, or Customer purchase order, this Agreement controls unless explicitly stated otherwise.

11.14 **Notices.** All notices under this Agreement will be in writing and will be deemed to have been duly given when received, if personally delivered; when receipt is electronically confirmed, if transmitted by email; the day after it is sent, if sent for next day delivery by recognized overnight delivery service; and upon receipt to the address listed on the Order Form (or, if different, below), if sent by certified or registered mail, return receipt requested. All notices will be provided to the email or mailing address listed in the Order Form.

11.15 **Non-Appropriation.** Notwithstanding any other provision of this Agreement, all obligations of the Customer under this Agreement which require the expenditure of public funds are conditioned on the availability of said funds appropriated for that purpose. To the extent applicable, Customer shall have the right to terminate this Agreement for non-appropriation with thirty (30) days written notice without penalty or other cost.

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FLOCK NOTICES ADDRESS:

1170 HOWELL MILL ROAD, NW SUITE 210

ATLANTA, GA 30318

ATTN: LEGAL DEPARTMENT

EMAIL: legal@flocksafety.com

Customer NOTICES ADDRESS:

ADDRESS: _____

ATTN: _____

EMAIL: _____

Exhibit 'B'

INSURANCE

Required Coverage. Flock shall procure and maintain, at its own cost and expense, for the duration of this Agreement insurance against claims for injuries to persons or damages to property that may arise from or in connection with the performance of the services under this Agreement and the results of that work by Flock or its agents, representatives, employees or subcontractors. Insurance shall be placed with insurers with a current A. M. Best rating of no less than "A" and "VII". Flock shall obtain and, during the term of this Agreement, shall maintain policies of professional liability (errors and omissions), cyber liability, automobile liability, and commercial general liability insurance for insurable amounts of not less than the limits listed herein. The insurance policies shall provide that the policies shall remain in full force during the life of the Agreement. Flock shall procure and shall maintain during the life of this Agreement Worker's Compensation insurance as required by applicable State law for all Flock employees. For the avoidance of doubt, (i) all required insurance limits can be met through a combination of primary and excess/umbrella coverage, and (ii) Flock's Cyber and Professional Liability/Errors and Omissions insurance has a shared limit of Five Million Dollars (5,000,000) per incident and in the aggregate.

Types and Amounts Required. Flock shall maintain, at minimum, the following insurance coverage for the duration of this Agreement:

(i) **Commercial General Liability** insurance written on an occurrence basis, as broad as Insurance Services Office (ISO) CG 00 01, with minimum limits of One Million Dollars ($1,000,000) per occurrence, Two Million Dollars ($2,000,000) general aggregate, and One Million Dollars ($1,000,000) products and completed operations aggregate for bodily injury, death, and property damage, including personal injury, contractual liability, independent contractors, broad-form property damage, and product and completed operations coverage. The policy shall provide and be endorsed to include, the Customer, its officers, officials, employees, agents, and volunteers as additional insureds on ISO form CG 20 10 (or equivalent) for ongoing operations and ISO form CG 20 37 (or equivalent) for completed operations. The policy shall allow and be endorsed as primary and not seek

contribution from the Customer's coverage. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the Customer and its officers, officials, employees, and agents;

(ii) **Workers Compensation and Employer's Liability** insurance in accordance with statutory limits. The Statutory Workers' compensation and and Employer's Liability shall be provided with limits of not less than $1,000,000 each accident, $1,000,000 by disease-policy limit, and $1,000,000 by disease-each employee. Coverage shall provide and be endorsed to include a waiver of subrogation in favor of the Customer and its officers, officials, employees, and agents;

(iii) **Professional Liability/Errors and Omissions** insurance that insures against professional errors and omissions that may be made in performing professional services with minimum limits of Five Million Dollars ($5,000,000) per occurrence and Five Million Dollars ($5,000,000) in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of the start of work, and Flock agrees to maintain continuous coverage through a period no less than three (3) years after completion of the work;

(iv) **Commercial Automobile Liability** insurance using ISO Business Auto Coverage form CA 00 01 (or equivalent) with a minimum combined single limit of One Million Dollars ($1,000,000) each accident for bodily injury, death, and property damage, including owned and non-owned and hired automobile coverage. The policy shall provide and be endorsed that the Customer, its officers, officials, employees, agents, and volunteers are included or named as additional insureds. The policy shall provide and be endorsed to include a waiver of subrogation in favor of the Customer, its officers, officials, employees, and agents; and

(v) **Cyber Liability** insurance written on an occurrence basis with minimum limits of Five Million Dollars ($5,000,000) per claim. Coverage shall be sufficiently broad to respond to the duties and obligations as is undertaken by Flock in this agreement and shall include, but not be limited to, claims involving infringement of intellectual property, including but not limited to infringement of copyright, trademark, trade dress, invasion of privacy violations, information theft, damage to or destruction of electronic information, release of private information or personally identifiable information (PII), alteration of electronic information, extortion, and network security. The policy shall provide coverage for breach

response costs as well as regulatory fines and penalties, and credit monitoring expenses with limits sufficient to respond to these obligations.

All Coverages

Any available insurance proceeds broader than, or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insureds. Furthermore, the requirements for coverage and limits shall be (1) the minimum coverage and limits specified; or (2) the broader coverage and maximum limits of coverage of any insurance policy or proceeds available to the named insured; whichever is greater. No representation is made that the minimum insurance requirements are sufficient to cover the obligations of the Flock.

Each required insurance policy shall be endorsed to state that coverage shall use commercially reasonable efforts to provide thirty (30) days' prior written notice, to the Customer, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium. If a carrier will not provide the required notice of cancellation, the Flock shall provide written notice to the Customer of a cancellation no later than 3 business days before cancellation.

Evidence of Insurance - Prior to commencement of work, the Flock shall furnish the Customer with certificate(s) of insurance evidencing compliance with the insurance requirements above. All required endorsements shall be attached to the certificate(s), including additional insured, waiver of subrogation, primary coverage, and notice of cancellation endorsements. The Flock shall provide complete or certified copies of all required insurance policies if requested by the Customer.

STAFF REPORT

MEETING DATE: November 12, 2025

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Consideration of Professional Services Agreement with ELS Architecture and Urban Design regarding the Kerman Area Multi-Generational Resiliency Center (TJ)

RECOMMENDATION: Council by motion adopt a resolution approving the Kerman Area Multi-Generational Resiliency Center Architectural Design Services Agreement with ELS Architecture and Urban Design regarding the Kerman Area Multi-Generational Resiliency Center located at 15100 W. Kearney Blvd. for $1,228,725.00 and authorize the City Manager to execute the agreement.

DISCUSSION:

In November of 2023, the City received a $7,250,000.00 grant award from the California Department of Food and Agriculture to construct the Kerman Area Multi-Generational Resiliency Center. This award was just a portion of the total estimated project cost of $16,383,000.00. The City continued to seek additional grant funding from the Strategic Growth Council Community Resiliency Centers Program and, in April of 2024, received word that the City was not selected for this funding. Staff continued to seek other funding sources, including applying for Congressional direct funding from the 13th Congressional District. At the same time, staff began seeking alternative funding sources, including loans. The City ultimately started working with municipal financial advisor Fieldman, Rolapp & Associates Inc., to identify additional financing to advance this project and protect this grant award.

As work continued in the background with Fieldman, Rolapp & Associates, staff released the Request for Proposals for architectural design services for the Kerman Area Multi-Generational Resiliency Center project on May 14, 2025. Due to the high volume of requests for information, the proposal due date was extended by one week from 4:00 p.m. on Wednesday, June 18, 2025, to 4:00 p.m. on Wednesday, June 25, 2025.

At closing, 18 proposals were received. To confirm that all requested materials were included in the proposal, staff conducted a preliminary review. After that, Community Services Director Theresa Johnson and Administrative Assistants Arlene Villarreal and Marisol Camacho conducted a formal review of the proposals.

Company		Score	Company		Score
1	**ELS Architecture and Urban Design**	**86**	10	Shah Kawasaki Architects	76
2	**Sera Design and Architecture, Inc.**	**85**	11	NJA Architecture	76
3	**The Taylor Group Architects**	**83**	12	Indigo Hammond + Playle Architects, LLP	76
4	Paul Halajian Architects	81	13	Lionakis	72
5	WMB Architects	81	14	Hedron	72
6	LDA Partners Designers & Architects	81	15	Entero Architects	67
7	PBK	78	16	Salazar Architect	65
8	Studio Pear	77	17	Klassen & Smith	62
9	SVA Architects, Inc.	77	18	Integrated Designs by SOMAM, Inc	57

Upon completion of the scoring, the top three candidates — ELS Architecture and Urban Design, Sera Design and Architecture, Inc., and The Taylor Group Architects — were invited to participate in an in-person interview on Wednesday, August 27, at the Kerman Community Center. The interview panel consisted of Director Theresa Johnson, Administrative Assistant Arlene Villarreal, City Manager John Jansons, and Parks and Recreation Commission Chairperson Lora Nehring.

At the conclusion of the interviews, it was evident that ELS Architecture and Urban Design was the top firm to proceed with for this project. With 10 years+ experience in design, community engagement, and operational strategies to develop a cohesive project that will serve the multi-generational needs of Kerman daily and in times of crisis. ELS's relevant experience with community center projects that focused on resiliency strategies, include the Millbrae Community Center, East Oakland Community Center, Gilroy Civic Master Plan, Cesar Chavez Community Center, Pleasanton Firehouse Arts Center, YMCA Design Services, Berkley High School Joint Community Center, Emergency Interim Housing, Orange Memorial Community Recreation Center, Tice Creek Senior Recreation Center and the Veterans Memorial Senior and Community Center, which upon completion in 2025 will serve as a multi-generational center and emergency shelter, with a strong focus on resilient strategies.

The proposed fee submitted by the top three is as follows.

Els Architecture & Urban Design $1,228,752
Sera Design and Architecture, Inc. $1,434,560
The Taylor Group Architects $1,143,000

While ELS had the highest score, they came in second with their proposed fee. However, due to their experience and relevant knowledge with multi-generational resiliency projects, staff remain confident in recommending ELS Architecture & Urban Design for the Kerman Aera Multi-Generational Resiliency Center project.

FISCAL IMPACT:

The City can fund the architecture services with funds secured through the recent sale of Lease Revenue Bonds.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 25-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING KERMAN AREA MULTI-GENERATIONAL RESILIENCY CENTER ARCHITECTURAL DESIGN SERVICES AGREEMENT WITH ELS ARCHITECTURE & URBAN DESIGN REGARDING THE KERMAN AREA MULTI-GENERATIONAL RESILIENCY CENTER LOCATED AT 15101 W. KEARNEY BLVD.

WHEREAS, the invitation to submit proposals for architectural services for design work, construction drawings, and bid documents for the Kerman Area Multi-Generational Community Resiliency Center was published in the Kerman News on May 21, 2025, and posted to the City of Kerman website Bids/RFP/RFQ subscription page; and

WHEREAS, the project will design a 15,400 square foot addition to the existing 11,618 square feet Kerman Community Center to create the Kerman Area Multi-Generational Resiliency Center, located at 15101 West Kearney Boulevard, Kerman; and

WHEREAS, 18 proposals were received on Wednesday, June 25, 2025, at 4:00 pm, and three advanced to the final interview phase; and

WHEREAS, ELS Architecture & Urban Design has presented a proposal that is responsive to the specific needs of the City, and they are uniquely qualified with experience in multi-generational and resiliency center projects, and

WHEREAS, the City thoroughly reviewed all the proposals and now recommends approval of an agreement with ELS Architecture & Urban Design.

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

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

SECTION 2. The City Council approves the Kerman Area Multi-Generational Resiliency Center Architectural Design Services Agreement attached hereto as **Exhibit 'A'** and incorporated by reference.

SECTION 3. The City Manager is authorized to sign the Agreement on behalf of the City of Kerman.

SECTION 4. This resolution is effective upon its adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on 12th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

AGREEMENT FOR KERMAN AREA MULTI-GENERATIONAL RESILIENCY CENTER ARCHITECTURAL DESIGN SERVICES BETWEEN THE CITY OF KERMAN AND ELS ACHITECTURE AND URBAN DESIGN

This Agreement for Kerman Area Multi-Generational Resiliency Center Architectural Design Services ("Agreement") is made and entered into by and between the City of Kerman, a California municipal corporation (hereinafter referred to as "CITY") and els Architecture and Urban Design (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY seeks a qualified consultant to provide Architectural Design Services for the Kerman Area Multi-Generational Resiliency Center.

WHEREAS, CITY has engaged in a competitive Requests for Proposals process.

WHEREAS, CONSULTANT warrants that it is specially trained, experienced, expert, and competent to perform such services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement.

WHEREAS, the CITY desires to have CONSULTANT perform services described in this Agreement and CONSULTANT desires to perform those services.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY, services as requested by CITY as specifically set forth in **Exhibit "A",** which is attached hereto and hereafter referred as the "Kerman Area Multi-Generational Resiliency Center Scope of Work"

2. Term of Agreement. This Agreement shall be effective from November 12, 2025 to June 30, 2027 subject to any earlier termination in accordance with this Agreement.

3. Compensation. CONSULTANT'S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be at the rate and schedules attached hereto as **Exhibit "B"** and shall not exceed $1,228,725.00.

4. Termination.

    a) Termination for Convenience. Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination

date) at least thirty (30) calendar days before the effective date of such termination.

b) Termination for Cause. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), the other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

c) In the event of termination, all finished or unfinished documents, reports, or other materials prepared by CONSULTANT under this Agreement shall become CITY's property. CONSULTANT shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

d) This Agreement shall terminate without any liability of CITY to CONSULTANT upon: (i) CONSULTANT's filing for protection under the federal bankruptcy laws, or any bankruptcy petition or petition for receiver commenced by a third party against CONSULTANT; or (ii) CITY's non-appropriation of funds sufficient to meet its obligations hereunder during any CITY fiscal year of this Agreement.

e) Immediately upon any termination of this Agreement, CONSULTANT shall: (i) immediately stop all work hereunder; (ii) immediately cause any and all of its subcontractors to cease work; and (iii) return to CITY any and all unearned payments and all properties and materials in the possession of CONSULTANT that are owned by CITY. Subject to the terms of this Agreement, CONSULTANT shall be paid compensation for services satisfactorily performed prior to the effective date of termination. CONSULTANT shall not be paid for any work or services performed or costs incurred which reasonably could have been avoided.

f) Upon any termination of the Agreement, CITY may (i) exercise any right, remedy (in contract, law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law; (ii) proceed by appropriate court action to enforce the terms of the Agreement; and/or (iii) recover all direct, indirect, consequential, economic, and incidental damages for the breach of the Agreement. If it is determined that CITY improperly terminated this Agreement for default, such termination shall be deemed a termination for convenience.

g) Notice of termination shall be mailed as follows:

CITY:

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

CONSULTANT:

ELS Architecture and Urban Design
2040 Addison Street
Berkley, CA 94704

5. Indemnification. To the furthest extent allowed by law, CONSULTANT agrees to indemnify, hold harmless, and defend, City and each of its officers, officials, employees, agents, and volunteers from and against all claims, demands, costs, or liability, and expenses including attorney's fees arising out of the performance of the work described in this Agreement, caused in whole or in part by the sole negligence, recklessness, or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement or anyone for whose acts any of them may be liable excluding, however, such claims, demands, loss, damages, or arising from City's sole negligence or willful acts.

6. Insurance.

   a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in **Exhibit "C"** or as may be authorized, and any additional insurance as may be required, in writing by City Manager or his or her designee at any time and in her sole discretion.
   b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

7. Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed,

color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.

8. Independent Contractor.

a) In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

b) Because of its status as an independent contractor, CONSULTANT and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to CITY employees. CONSULTANT shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, CONSULTANT shall be solely responsible, indemnify, defend, and save CITY harmless from all matters relating to employment and tax withholding for and payment of CONSULTANT'S employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in CITY employment benefits, entitlements, programs and/or funds offered employees of CITY whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, CONSULTANT may be providing services to others unrelated to CITY or to this Agreement.

9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

10. Assignment. This Agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights of obligations under this Agreement without the prior

written approval of the City Manager or her designee.

11. Compliance with Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

12. 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 provisions 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.

13. Governing 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. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

15. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

16. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

17. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, 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.

18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within

the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, and shall be null and void.

20. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

21. No Third-Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary n this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

IN WITNESS WHEREOF, the parties have executed this Architectural Design Services Agreement as follows:

CITY OF KERMAN
A municipal corporation

_____
John Jansons, City Manager
Date: November __, 2025

ELS Architecture and Urban Design

_____
Kim-Van Truong, President/CEO
Date: October 31, 2025

ATTEST:

_____
Josie Camacho, City Clerk
Date: November __, 2025

APPROVED AS TO FORM

_____
Hilda Cantu Montoy, City Attorney
Date: _____

STAFF REPORT

MEETING DATE: November 12, 2025

PRESENTER: Bonique Emerson, Contract Planner

SUBJECT: The Orchards at Gill Estates Project: General Plan Amendment (GPA 2023-02), Rezone (REZ 2023-03), Tentative Parcel Map (TPM 2024-01), Tentative Subdivision Map (TSM 2023-03), Annexation (ANX 2023-03), and Mitigated Negative Declaration (SCH No. 2025060904) Pertaining To Two (2) Parcels Located On The South Side of West Nielsen Avenue Between North Madera Avenue and North Del Norte Avenue (APNs 020-120-06 and 020-120-03S) (BE)

RECOMMENDATION:

Council consider the second reading of the ordinance, adoption of the Tentative Subdivision Map Resolution, Tentative Parcel Map Resolution, and Annexation Initiation Resolution; deliberate; and by motion:

1. Waive the full reading and adopt an Ordinance of the City Council of the City of Kerman amending the official zoning map for two (2) parcels identified as Assessor's Parcel Numbers (APNs) 020-120-06 (19.82 acres) and 020-120-03S (20 acres), pre-zoning the parcels consistent with the proposed land use designations, resulting in approximately 30.39 acres within the Smart Development Combining District – Residential – minimum 3,500 square feet (SD-R-3.5), 8.74 acres within the Mixed Use District, totaling approximately 39.13 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue.

2. Adopt a Resolution of the City Council of the City of Kerman approving Tentative Parcel Map 2024-01 for two (2) parcels identified as 020-120-06 (19.82 acres) and 020-120-03S (20 acres) into two (2) parcels and one (1) remainder, including a 28.35-acre "Parcel 1" that would accommodate TSM 2023-03, a 8.74-acre "Parcel 2" on the east portion of APN 020-120-06 with no development proposed at this time, and a 2.04-acre "Remainder" on the northwest corner with an existing single-family residence; and

3. Adopt a Resolution of the City Council of the City of Kerman approving Tentative Subdivision Map 2023-03 for one (1) parcel (Parcel 1 of TPM 2024-01) into 172 single-family lots ranging in size from 3,690 square feet to 8,987 square feet and five (5) outlots, totaling approximately 28.35 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue; and

4. Adopt a Resolution of the City Council of the City of Kerman initiating annexation of two (2) parcels identified as Assessor's Parcel Numbers (APNs) 020-120-06 (19.82 acres) and 020-120-

03S (20 acres), totaling approximately 40 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue (Annexation 2023-03).

EXECUTIVE SUMMARY:
The Council conducted a duly noticed public hearing on October 22, 2025, on The Orchards at Gill Estates Project which is described in the subject line above. At the conclusion of the public hearing and after deliberations, the Council approved the resolution adopting and certifying the Mitigated Negative Declatation and amending the General Plan for the Project and introduced the ordinance that amends the Zoning Map. The related tentative parcel map, tentative subdivison map, and annexation initiation were also presented at the meeting; however, Council did not take action on those matters. At this meeting, the Council is asked to (i) conduct second reading and adopt the ordinance, (ii) adopt the resolution approving the tentative parcel map, (iii) adopt the resolution approving the tentative subdivision map, and (iv) adopt the resolution initiating annexation as noted in the Recommendation above.

BACKGROUND:
Lifetime Communities (Applicant) proposes General Plan Amendment (GPA) 2023-02, Rezone (REZ) 2023-03, Tentative Parcel Map (TPM) 2024-01, Tentative Subdivision Map (TSM) 2023-03, and Annexation (ANX) 2023-03, and related Mitigated Negative Declaration pertaining to two (2) parcels identified as Assessor's Parcel Numbers (APNs) 020-120-06 (19.82 acres) and 020-120-03S (20 acres), totaling approximately 40 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue. The Project would result in the annexation of approximately 40 acres from the County of Fresno to the City of Kerman, an amendment of the 2040 Kerman General Plan planned land use designations for ±9.64 acres, an amendment to the official zoning map of the City of Kerman for ±40 acres, a split of ±40 acres into two (2) parcels and a remainder, and the subdivision of ±28.35 acres for future single-family use. Future development of the Project site would require additional entitlements, including but not limited to, a Development Plan Permit, Site Plan Review, and Conditional Use Permit. The General Plan Amendment and associated Mitigated Negative Declaration were adopted by the City Council on October 22, 2025.

Applicable Codes and Procedures:
KMC Title 16 – Subdivisions
KMC 17.10 – Residential Zones
KMC 17.12 – Commercial, Office, and Mixed-Use Zones
KMC 17.18 – Combining Zones
KMC 17.20 – General Site Planning and Development Standards
KMC 17.98 – CEQA Procedures
KMC 17.112 – Amendments
KMC 17.116 – Public Notices and Hearings
Public Resource Code – 21000 et seq.

<u>Site Location</u>
The Project site is currently in the jurisdiction of the County of Fresno, California. The site is located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue, consisting of two (2) parcels that total approximately 40 acres. The site is identified by the

Fresno County Assessor as Assessor's Parcel Numbers (APNs) 020-120-06 (19.82 acres) and 020-120-03S (20 acres). The Project Vicinity Map is shown in **Attachment 'A'**.

Setting and Surrounding Uses

As referenced in **Table 1**, the Project site is surrounded by agricultural land to the north, east, and west, and a new school facility to the south. The properties to the west are planned for residential uses and properties to the east are planned for commercial uses within the City of Kerman Sphere of Influence. The properties to the north are planned for agricultural uses within the County of Fresno. The Aerial Photograph and Physical Setting of the Project site is shown in **Attachment 'B'.**

Table 1. Existing Land Use, General Plan Designation, and Zone District of Surrounding Properties

Direction from site	Existing Land Use	General Plan Designation	Zone District
North	Agriculture	Urban Reserve (County)	AE-20 – Agriculture Exclusive, 20 acre (County)
East	Agriculture	GC - General Commercial	AE-20 – Agriculture Exclusive, 20 acre, AL-20 – Agriculture Limited, 20 acre (County)
South	KUSD School Site	Schools/Institutional (S/I)	UR – Urban Reserve
West	Agriculture	MDR - Medium Density Residential	AE-20 – Agriculture Exclusive, 20 acre, AL-20 – Agriculture Limited, 20 acre (County)

General Plan Land Use Designation

The Project site has a City of Kerman 2040 General Plan land use designation of MDR – Medium Density Residential (30.19 acres) and GC – General Commercial (9.64 acres). Acreages of land use designations by APN are shown in **Table 2**. The General Plan Land Use Map for the Project site is shown in **Attachment 'C'**.

Table 2. Acreages of Existing Land Use Designations by APN

APN	General Plan Land Use Designation (Acres)	
	MDR – Medium Density Residential	GC – General Commercial
APN 020-120-06	10.19	9.64
APN 020-120-03S	20.00	0
Total	30.19	9.64

Zone District

The Project site is located within the City's Sphere of Influence, but since it is outside City limits, the site is zoned by the County. The site is within the County of Fresno's Agricultural Exclusive – 20 Acres (AE-20) and Limited Agricultural – 20 Acres (AL-20) zone district. The Zoning Map for the Project site is shown in **Attachment 'D'.**

ANALYSIS:

Annexation 2023-03

Annexation (ANX) 2023-03 would initiate the annexation process for two (2) parcels identified as APNs 020-120-06 (19.82 acres) and 020-120-3S (20 acres), totaling approximately 40 acres located in the City of Kerman Sphere of Influence, on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue from the County of Fresno to the City Limits of City of Kerman, in addition to adjacent right-of-way, and detach the annexation area from the Kings River Conservation District. The Annexation Boundary is shown in **Attachment 'K'.**

The annexation application will be considered by the Fresno County Local Agency Formation Commission (LAFCO) for approval. Per LAFCO, the annexation is required to comply with LAFCO policies and objectives. Pursuant to the Second Amendment and Restated Memorandum of Understanding (MOU) between the County of Fresno and City of Kerman, the City must issue a notice of intent to annex and request a finding of consistency with the MOU, at least 30 days prior to filing any annexation proposal with the Fresno County LAFCO.

General Plan Amendment 2023-02

General Plan Amendment (GPA) 2023-02 amended the Kerman 2040 General Plan planned land use designations for the parcel identified as APNs 020-120-06 as shown in **Table 3**. GPA 2023-02 resulted in approximately 11.08 acres of MDR – Medium Density Residential and 8.74 acres of MU – Mixed Use land use designations, representing an increase in acreages of the MU land use designation and decrease in acreage of the GC land use designation. No amendment was made for the parcel identified as APN 020-120-03S, the parcel remains MDR as it currently exists.

Table 3. Existing and Amended Land Use Designations for APN 020-120-06

General Plan Land Use Designation	Existing Acreages	Amended Acreages
MDR – Medium Density Residential	10.19	11.08
GC – General Commercial	9.64	0
MU – Mixed Use	0	8.74

The definition and description of MDR and MU land use designations per the General Plan, and an analysis of the project's consistency with the General Plan are described below.

- **MDR – Medium Density Residential Land Use Designation:** The MDR land use designation "allows for residential development at a density of 5 to 12 units per gross acre. Development in this category could include a mix of single-family and multifamily residences, including duplexes, triplexes, fourplexes, and mobile homes." The MDR land use designation is compatible with the R-1-7, R-1-12, R-2, SD-R-5, SD-R-4.5, SD-R-3.5, PD-R-7, and PD-R-12 zoning districts. Typical uses of this land use designation include single-family detached dwellings, small-lot multifamily dwellings including duplexes, triplexes, fourplexes, and mobile homes, accessory dwelling units, and compatible public and quasi-public uses (e.g., churches, day-care centers, community centers, parks, and schools).

  The project proposes 172 single-family lots, "The Orchards at Gill Estates," on a portion of the site proposed to be planned for MDR. The number of proposed lots equate to a residential density of

6.1 units per acre (172 lots divided by 28.35 acres equals 6.1 dwelling units per acre) and would be within the density requirements for the MDR land use designation (5.0 to 12.0 dwelling units per acre). The project also proposes a rezone, which would pre-zone/rezone the MDR portion of the site to the SD-R-3.5 zone district. The SD-R-3.5 zone district is a zone district that is compatible with the MDR land use designation.

- **MU – Mixed Use Land Use Designation:** The MU land use designation allows for a maximum density of 20 dwelling units per acre and a maximum intensity of 1.0 floor area ratio. The MU land use designation is compatible with the MU zoning district. Typical uses of this land use designation include a combination of single and multifamily dwellings, major retail stores and restaurants, personal service/repair, medical, and office uses, administrative and professional offices, and central gathering places.

  No development is proposed on the portion of the site proposed to be planned for MU. The project proposes a rezone, which would pre-zone/rezone the MU portion of the site to the MU zone district. The MU zone district is a zone district that is compatible with the MU land use designation. Future development would be subject to compliance with the applicable development standards contained in the KMC Section 17.12-2 Development Standards – Commercial, Office, and Mixed-Use Zones and other applicable sections of the Zoning Code. Compliance with these standards would be ensured through the entitlement review process.

Rezone 2023-03

Rezone (REZ) 2023-03 would pre-zone approximately 39.13 acres (APNs 020-120-03S and 020-120-06) to zoning districts consistent with the underlying General Plan land use designations. The pre-zone would include 30.39 acres to the Smart Development Combining District – Residential – minimum 3,500 square feet (SD-R-3.5) and 8.74 acres to the Mixed Use (MU) zoning district, as shown in **Attachment 'H'**. Because the site is outside City limits, proposed development would require annexation and a pre-zone of the site to a zoning district consistent with the City of Kerman 2040 General Plan planned land use designation.

The purpose of each proposed zone district is described by the Kerman Municipal Code (KMC), in addition an analysis of the project, is as follows.

- **Smart Residential Development (SD) Combining Zone District:** The purpose of the Smart Residential Development (SD) combining zone is to promote development designs that respond to significant planning-related issues facing the San Joaquin Valley, including urbanization of agricultural land, air pollution, housing affordability, traffic, aesthetics, and neighborhood deterioration. This new approach to development design has been popularized by the term "smart growth" and its purpose is to achieve the average density goals set forth by each zone.

  The SD combining zone is structured to encourage a comprehensive development that is superior to traditional development of the recent past by increasing walkability and connectivity while achieving the higher net density and preservation of open space goals set forth by the General Plan. To the greatest extent possible, attention shall be given to greater design details and the average density set forth by each individual zone shall be achieved through a mix of residential housing types and sizes. The SD combining zone implements the Low Density Residential (LDR),

Medium Density Residential (MDR), High Density Residential (HDR), Quasi-Public (QP), and Schools (S) land use designations in the General Plan.

The project proposes 172 single-family lots, "The Orchards at Gill Estates," on a portion of the site proposed to be planned for MDR. The number of proposed lots equate to a residential density of 6.1 units per acre (172 lots divided by 28.35 acres equals 6.1 dwelling units per acre) and would be within the density requirements for the MDR land use designation (5.0 to 12.0 dwelling units per acre) and the SD-R-3.5 zone district (maximum of 12.0 dwelling units per acre). Future development would be subject to compliance with applicable development standards contained in KMC Section 17.18.030 Smart Residential Development Combining Zone (SD) Standards and Regulations. Compliance with these standards would be ensured through the entitlement review process. Projects within SD zone districts are subject to a Development Plan Permit.

- **Mixed-Use Zone District:** The purpose of the Mixed-Use Zone (MU) is to provide areas of the City that allow for a combination of residential, office, and essential commercial uses, e.g., pharmacies, laundromats, grocery stores. The MU zone implements the Mixed Use (MU) land use designation in the General Plan.

  The project proposes one (1) mixed use parcel that is approximately 8.74 acres and would meet the minimum parcel size required for the MU zone district (7,000 square feet for newly created parcels). The MU zone district allows a maximum density of 20 dwelling units per acre (du/ac) and a maximum intensity of 1.0 Floor Area Ratio (FAR). Future development would be subject to compliance with the applicable development standards contained in the KMC Section 17.12-2 Development Standards – Commercial, Office, and Mixed-Use Zones and other applicable sections of the Zoning Code. Compliance with these standards would be ensured through the entitlement review process.

<u>Tentative Parcel Map 2024-01</u>

Tentative Parcel Map (TPM) 2024-01 would split the two (2) parcels identified as APNs 020-120-03S and 020-120-06 into two (2) parcels and one (1) remainder, including a 28.35-acre "Parcel 1" that would accommodate TSM 2023-03, a 8.74-acre "Parcel 2" on the east portion of APN 020-120-06 with no development proposed at this time, and a 2.04-acre "Remainder" on the northwest corner of APN 020-120-03S with an existing single-family residence (**Attachment 'I'**).

The project proposes the 8.74-acre "Parcel 2" as Mixed Use (MU) zone district and Mixed Use (MU) land use designation and would meet the minimum parcel size required for the MU zone district (7,000 square feet for newly created parcels). The MU zone district allows a maximum density of 20 dwelling units per acre (du/ac) and a maximum intensity of 1.0 Floor Area Ratio (FAR). Future development would be subject to compliance with the applicable development standards contained in the KMC Section 17.12-2 Development Standards – Commercial, Office, and Mixed-Use Zones and other applicable sections of the Zoning Code. Compliance with these standards would be ensured through the entitlement review process.

<u>Tentative Subdivision Map 2023-03</u>

Tentative Subdivision Map (TSM) 2023-03 would subdivide "Parcel 1" of TPM 2024-01 into 172 single-family lots ranging in size from 3,690 square feet to 8,987 square feet, and five (5) outlots

(**Attachment 'J'**). The lot areas conform to the standards of development as defined by the Zoning Ordinance for the applicable development zone districts. No development is currently proposed.

The project proposes 172 single-family lots, "The Orchards at Gill Estates," which would equate to a residential density of 6.1 units per acre (172 lots divided by 28.35 acres equals 6.1 dwelling units per acre) and would be within the density requirements for the MDR land use designation (5.0 to 12.0 dwelling units per acre) and the SD-R-3.5 zone district (maximum of 12.0 dwelling units per acre). Future development would be subject to compliance with applicable development standards contained in KMC Section 17.18.030 Smart Residential Development Combining Zone (SD) Standards and Regulations. Compliance with these standards would be ensured through the entitlement review process. Projects within SD zone districts are subject to a Development Plan Review Permit.

Public utility easements and pedestrian easements are proposed as required throughout the subdivision. Nine (9) foot landscape outlots (Outlot A and Outlot B) are proposed along the southern boundary of the subdivision. A park is proposed at the center of the subdivision (Outlot C). Outlot D is proposed on the northwest corner of the site as a stormwater basin. Outlot E is proposed at the southeast corner of the site for public utility and pedestrian access purposes.

Land Use Plans and Policies

The 2040 General Plan includes policy recommendations related to the various physical development aspects of the community. The policies are supported by a set of goals and objectives. The City Council shall refer to the General Plan's policies, goals, and objectives when deciding on this request. Through the Project and development review process and in collaboration with other City departments and outside agencies, the Project has been designed to comply with the City's General Plan goals, policies, and objectives. As proposed, the Project will be consistent with the Kerman 2040 General Plan goals and objectives related to land use and the urban form. Below are excerpts from the General Plan that are germane to this Project, with discussion of the Project's consistency.

General Plan Policy LU-1.4. Limit Residential Development Along Highways: *The City shall limit residential development from fronting State Highway 145 and State Highway 180 to ensure public safety. Residential development along these facilities shall be designed and buffered to reduce noise and air pollutant impacts to the maximum extent reasonably feasible and consistent with CEQA review.* The project as proposed is consistent with General Plan Policy LU-1.4. The project site is located on the west side of North Madera Avenue (State Route 145). The project site is currently planned for MDR and GC land use designations. The portions of the site planned for GC land uses are concentrated along North Madera Avenue.

Although the project included a General Plan Amendment, approved by the City Council on October 22, 2025, to amend the planned land use designations for APN 020-120-06, the MU planned portion of the site is concentrated along North Madera Avenue, replacing the current GC planned portion. Future residential development of the portions of the site planned for residential use will be subject to compliance with the applicable development standards for the underlying zone district, including setbacks, landscaping, fences, walls, and hedges, etc. which help to ensure adequate buffers between uses to ensure public safety.

In addition, environmental impacts of the project, including the General Plan Amendment and Rezone, were analyzed in accordance with the California Environmental Quality Act (CEQA). An Initial Study (IS) and Mitigated Negative Declaration (MND) was prepared and adopted by the City Council on October 22, 2025 to evaluate the potential impacts associated with the project. Based upon review of the IS/MND, air pollutant impacts were found to be less than significant; however, noise-related impacts were found to be potentially significant for transportation noise sources and potential stationary and construction noise sources. Mitigation measures are established to reduce noise levels below levels of significance. Future residential and commercial development would be subject to compliance with these mitigation measures.

Overall, through compliance with the applicable development standards and with the noise-related mitigation measures, the project is designed and buffered to reduce impacts to the maximum extent reasonably feasible and consistent with CEQA review and therefore would be consistent with General Plan Policy LU-1.4.

General Plan Policy LU-1.6. Agricultural Buffers: *The City shall require non-agricultural land uses adjacent to active agricultural uses to incorporate adequate buffers (e.g., setbacks, fences) to protect public health and limit conflicts with adjoining agricultural operations and pesticide applications.* The project site is adjoined by agricultural land use to the north, east and west. Potential conflicts between urban and agricultural uses were analyzed in the Initial Study prepared for the project in accordance with CEQA. In order to reduce potential conflicts between uses, the Initial Study requires implementation of the following measures: 1) potential residents shall be notified about possible exposure to agricultural chemicals at the time of purchase/lease of property within the development, 2) a right-to-farm covenant shall be recorded on each residential tract map or be made a condition of each tract map to protect continued agricultural practices in the area, and 3) potential residents shall be informed of the right-to-farm covenant at the time of purchase/lease of property within the development. Future residential development would also be subject to compliance with the applicable development standards for the underlying zone district, including setbacks, landscaping, fences, walls, and hedges, etc. which help to ensure adequate buffers to protect public health and limit conflicts. Overall, through compliance with the mitigation measures and applicable development standards, the project as proposed would incorporate adequate buffers to protect public health and limit conflicts with adjoining agricultural operations and pesticide applications, and therefore would be consistent with General Plan Policy LU-1.6.

General Plan Policy LU-3.2 Urban Form: *To maintain the City's compact form, the City shall maintain growth management controls by managing changes to the City's Sphere of Influence and incorporated City limits. Future changes to the City's Sphere of Influence will be managed by two growth lines, shown on [General Plan] Figure 3-2.)*

- *The City may consider requests to amend the current Sphere of Influence and City limits into Area 1 (shown on Figure 3-2) based on the ability of the City to provide services to the area.*
- *The City may consider requests to amend the current Sphere of Influence and City limits into Area 2 (shown on Figure 3-2) if Area 1 has reached the 80 percent infill criteria (for residentially designated lands). The City Council may, at that time, consider allowing development beyond the Area 1 Growth Boundary Line.*
- *For any change in Sphere of Influence or City limits, the following considerations will be used:*

- *80 percent of Area 1's residentially designated land has been developed or has approved development plans.*
- *Residential housing needs such as affordable housing or a desire for a wider and more diverse range of housing.*
- *Community needs such as open space, recreational facilities, parks, schools, etc.*
- *Obstacles to growth such as cost of infrastructure, Williamson Act properties, etc.*
- *Economic development needs.*

The project site is outside City limits but is within the City's Sphere of Influence. The project requires annexation and therefore would result in a change in City limits. The project as proposed would meet the considerations of General Plan Policy LU-3.2 Urban Form. Specifically, the project would facilitate future residential units which would help meet the city's residential housing needs such as affordable housing or a desire for a wider and more diverse range of housing. The project would also facilitate open space (Outlot C) meeting community needs. The project would not result in obstacles to growth because future development would be able to connect to City services. The project would result in infrastructure improvements, including roadway and circulation improvements. Lastly, the project would facilitate future commercial uses which would serve the city's economic development needs. Based on these considerations, the project as proposed maintains growth management controls and is consistent with General Plan Policy LU-3.2.

General Plan Policy LU-3.3 Prevent Sprawl Development: *The City shall direct new development to areas that are contiguous to existing or approved development and prevent sprawl development.* The project site is contiguous to existing and approved development within City Limits. Thus, the project does not encourage sprawl and is therefore consistent with General Plan Policy LU-3-3.

General Plan Policy LU-3.4 Leapfrog Development: *The City shall require the Planning Commission and City Council to make a finding before approving new subdivisions that are more than 1/8 mile from existing urban development.* The project site is contiguous to existing urban development and thus would not constitute leapfrog development.

General Plan Policy LU-4.5. Right-to-Farm Disclosure: *The City shall require that property owners and applicants within 1,000 feet of agricultural land or agricultural operations sign and record a deed of notification to document that they were informed of the potential agricultural operations and agricultural conditions in the area.* The project is within 1,000 feet of agricultural land and operations. A right-to-farm disclosure is required for the project through the Conditions of Approval. All future property owners and applicants are required to sign and record a deed of and notification to document that they were informed of the potential agricultural operations and agricultural conditions in the area. In addition, the Initial Study requires implementation of the following measures: 1) potential residents shall be notified about possible exposure to agricultural chemicals at the time of purchase/lease of property within the development, 2) a right-to-farm covenant shall be recorded on each residential tract map or be made a condition of each tract map to protect continued agricultural practices in the area, and 3) potential residents shall be informed of the right-to-farm covenant at the time of purchase/lease of property within the development. Therefore, the project is consistent with General Plan Policy LU-4.5.

General Plan Policy LU-5.4 New Incompatible Land Uses: *The City shall prohibit the introduction of new incompatible land uses and environmental hazards into existing residential areas.* The project site is currently planned for residential and commercial uses. The property to the west of the site is planned for residential use and the property to the east is planned for commercial and residential use within the City of Kerman Sphere of Influence. The property to the north is within the County of Fresno, currently used for agricultural purposes, and has a designation of Urban Reserve in the City's 2040 General Plan. The property to the south is used for an elementary school. Although the project proposes a General Plan Amendment and Rezone, the proposed land use designations and zone districts would still facilitate the development of residential and commercial uses. Therefore, the project would not introduce new incompatible land uses and environmental hazards into existing residential areas. The project is consistent with General Plan Policy LU-5.4.

Access, Circulation, and Off-Site Improvements

Vehicular access to the site would be provided by one (1) point of ingress/egress to West Nielsen Avenue and one (1) point of ingress/egress to the south at the extension of North First Street, which also connects to a roadway that is being built along the southern boundary of the site. This new roadway along the southern boundary will provide access to Madera Avenue. The Project would also provide three (3) stub streets connections to future development of the surrounding area, including two (2) points of ingress/egress to the west (i.e., APNs 020-120-17S and 020-120-28S) and one (1) point of ingress/egress to the north (i.e., APN 020-120-11). Internal circulation within the site would be provided by public streets and pedestrian walkways.

The Project would include right-of-way dedications and off-site improvements along Nielsen Avenue, including, but not limited to, curb and gutter, sidewalks, ADA curb ramps, streetlights, landscaped median islands, irrigation, and permanent paving. Along the development frontage, the Project will dedicate sufficient right-of-way to achieve a half-width of 42 feet south of the center of Nielsen Avenue, in accordance with City Standard P-1. On the north side of Nielsen Avenue, opposite the project frontage, a half-width landscaped median island and a 12-foot westbound travel lane will be constructed. Along the frontage of the Remainer Parcel (TPM 2024-01), the Project will dedicate sufficient right-of-way to achieve a half-width varying between 24 to 30 feet south of centerline. On the north side of Nielsen Avenue, a 12' travel lane and 4' paved shoulder will be constructed. The Project will also re-construct Nielsen from the east end of development to State Route 145, to provide a 12' travel lane and 4' paved shoulders in each direction.

Street Transitions: Transitional paving will be constructed at the eastern and western ends of the project frontage to tie into existing roadway conditions and ensure smooth, safe travel. Additionally, Nielsen Avenue will be reconstructed from the eastern edge of the subdivision to State Route 145 to provide a consistent section with one 12-foot travel lane and 4-foot paved shoulder in each direction, per City requirements.

A traffic impact study was prepared for the project by JLB Traffic Engineering, Inc., dated May 21, 2025. The study evaluated projected trip generation based upon the trip generation rates and potential impacts associated with development occurring on the subject property in accordance with the proposed project. The project trip generation was determined using trip generation rates from the Institute of Transportation Engineers (ITE) Trip Generation Manual (11th Edition) for daily, weekday AM (7:00-9:00am), and PM (4:00-6:00pm) peak hours. The single-family units and multi-

family units are anticipated to generate approximately 1,688 and 1,011 average daily trips, respectively. The general commercial development is anticipated to generate approximately 735 average trips. The project is estimated to generate a total of 3,434 daily trips. The weekday AM peak hour trips generated for the single-family units is estimated to be 125 trips, 60 trips for multi-family units, and 32 trips for general commercial, for a total of 217 AM peak hour trips on a weekday. The weekday PM peak hour trips generated for the single-family units is estimated to be 168 trips, 77 trips for multi-family units, and 89 trips for general commercial, for a total of 334 PM peak hour trips on a weekday.

The analysis contained in the traffic impact study indicates that roadway improvements are necessary to support the implementation of the project as well as to accommodate other traffic increases expected in the study area in 2046 scenarios. Future improvements identified in the study include three (3) intersections: State Route 145/Harvest Elementary Road, Siskiyou Avenue/State Route 180, and Del Norte Avenue/State Route 180. The traffic impact study recommended that the project contribute its equitable fair share, as established in the study, for those future improvements which are not covered by an existing impact fee program or grant funds.

Public Utilities and Service Systems (TSM 2023-03)

The project will tie into existing municipal water, sewer, and storm drain systems through the extension of existing systems. Sanitary sewer service would be provided through connection to the existing trunk sewer main in First Street at the east-west street along the southern boundary of the site. Domestic water service would also be provided through a connection point at the same location. A drainage basin is proposed on-site in Outlot D of the subdivision on a portion of the parcel identified as APN 020-120-03S. The basin was adequately sized to accommodate stormwater runoff from the site. Associated electric, natural gas, telecommunications, and solid waste services are provided by private companies and will serve the project site as needed.

Other Department Comments

The project proposal was reviewed by various other City Departments and affected outside agencies. The responses and recommendations have been incorporated into the recommended conditions of approval included in this report. Comments are standard and can be found in **Attachment 'E'**.

Conclusion

The proposed project is consistent with the Kerman General Plan and Zoning Ordinance as well as the Subdivision Map Act. Additionally, as conditioned, there is no evidence that suggests approval of the proposed project will be detrimental to the public, health, safety, and welfare of those residing or working nearby. To ensure the continued compatibility of the site with surrounding uses, conditions of approval have been incorporated.

ENVIRONMENTAL REVIEW:

The City Council adopted the Initial Study and Mitigation Negative Declaration for the proposed project following the public hearing on October 22, 2025.

Pursuant to the authority and criteria contained in the California Environmental Quality Act (CEQA) of 1970, the City, as the Lead Agency, analyzed the proposed project and prepared an Initial Study

(ISMND) to evaluate the environmental effects of the project. The key components of the requested actions are as follows.

Initial Study and Mitigated Negative Declaration

An Initial Study (IS) is a preliminary analysis prepared under CEQA to determine whether a project has a significant impact on the environment. If the IS identifies potentially significant impacts but finds that these impacts can be clearly mitigated to a less-than-significant level, a Mitigated Negative Declaration (MND) is prepared. The MND includes the Initial Study, a description of the proposed mitigation measures, and a determination that the project, as revised, will not result in significant environmental effects. The Final IS/MND consists of the Administrative Draft IS/MND plus any public comments received to revise the IS/MND or mitigation measures in response.

Mitigation Monitoring and Reporting Program

The Mitigation Monitoring and Reporting Program (MMRP) is a document that contains a table with the required mitigation measures, the responsible party or parties for implementing the measure, and the timing of implementation. The MMRP is contained in **Attachment 'G'**.

IS/MND Process/Public Input and Noticing

The City, as the Lead Agency under CEQA, determined that an IS/MND was required for the proposed project. The firm, Precision Civil Engineering, was contracted by the City to prepare the IS/MND. The ISMND was assigned State Clearinghouse No. 2025060904. The preparation of the IS/MND followed the process prescribed by CEQA as described below.

Notice of Intent

Upon the City's determination that an IS/MND was required for this project, a Notice of Intent (NOI) was made available to the public and responsible trustee agencies to solicit input on the issues of concern that should be addressed in the IS/MND. The NOI was issued on June 18, 2025, for a 20-day public review period. No comment letters were received.

Draft IS/MND

The Draft IS/MND was circulated for a 20-day review period from June 18, 2025 to July 9, 2025. The Draft IS/MND was circulated through the State Clearinghouse (SCH No. 2025060904), posted on the City's website, and available at City Hall. As of the date of this staff report, no comments were received.

Final IS/MND

The Final IS/MND consists of the revised Draft IS/MND in which the City addressed all comments and possible propose changes to the Draft IS/MND, if needed.

Notice of Completion

Upon completion of the public review period for the NOI, a Notice of Completion (NOC) was filed with the State Clearinghouse to indicate that the review period for the Draft IS/MND had concluded.

Tribal Consultation

The City of Kerman conducted formal tribal consultation for the proposed Project pursuant to AB 52

and SB 18 on March 8, 2024, utilizing the consultation list of tribes received from the Native American Heritage Commission. The following tribes included the North Fork Rancheria of Mono Indians, Northern Valley Yokut/Ohlone Tribe, Picayune Rancheria of the Chuckchansi Indians, Santa Rosa Rancheria Tachi Yokut Tribe, Table Mountain Rancheria, Tule River Indian Tribe, and Wukssachi Indian Tribe/Eshom Valley Band. These tribes were included in the formal consultation. Consultation for AB 52 ended on April 19, 2024, and consultation for SB 18 ended on June 6, 2024. Santa Rosa Rancheria Tachi Yokut Tribe and Table Mountain Rancheria responded, declining participation in tribal consultation. The NAHC also conducted a Sacred Lands File (SFL) search which was negative.

PUBLIC HEARING NOTICE:
In accordance with KMC Chapter 17.116, Public Notices and Hearings, public hearing notices were mailed to property owners and residents within 500 feet of the site and published in the Fresno Bee at least 10 days before the hearing.

PLANNING COMMISSION REVIEW:
The Planning Commission held a public hearing to consider the project at a special meeting on September 22, 2025. At the Planning Commission, questions were asked regarding the infrastructure required of the project and there was a discussion of the projects compliance with the Subdivision Map Act. All items were clarified at the hearing. One member of the public spoke, but was not in opposition. He made a request to include his land in the annexation. Given that this project is far along on the process, it would be difficult to include this adjacent property in the current annexation application for the subject project.

On a 5-0 vote, the Planning Commission adopted Resolution No. 2025-05(GPA 2023-02 and SCH No. 2025060904), Resolution No. 2025-06 (REZ 2023-03), Resolution No. 2025-07 (TPM 2024-01), Resolution No. 2025-08 (TSM 2023-03) and Resolution No. 2025-09 (ANX 2023-03), recommending that the City Council approve GPA 2023-02, REZ 2023-03, TPM 2024-01, and TSM 2023-03, initiate ANX 2023-03, and certify the IS/MND. The Planning Commission Resolutions are provided in **Attachment 'F'.**

CITY COUNCIL FINDINGS:

<u>Rezone 2023-03</u>
To approve the proposed Rezone 2023-03, the City Council must make the following findings pursuant to KMC 17.112. Amendments and Rezones.

1. The change is consistent with the General Plan.

2. The change is consistent with the purpose of the Zoning Ordinance to promote the health, safety, and welfare of the community.

3. There will not be significant effects upon the quality of the environment and natural resources.

Findings regarding each of these items are set forth in the proposed Resolution (**Attachment 'H'**).

Tentative Parcel Map 2024-01

To approve the proposed Tentative Parcel Map 2024-01, the City Council must determine that the proposed map is consistent with the General Plan, Zoning Ordinance, and the Subdivision Map Act subject to the following consistency findings:

1. The proposed map is consistent with the applicable General Plan, Subdivision Ordinance, Specific Plan, and the Subdivision Map Act.

2. The design or improvement of the proposed land division is consistent with applicable general plan and specific plans.

3. That the site is physically suitable for the proposed type of development.

4. That the site is physically suitable for the proposed density of development.

5. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat.

6. The design of the land division and type of improvements being required are not likely to cause serious public health problems.

7. The design of the parcels or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

8. That the proposed design provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision pursuant to Government Code Section 66473.1.

Findings regarding each of these items are set forth in the proposed Resolution (**Attachment 'I'**).

Tentative Subdivision Map 2023-03

To approve the proposed Tentative Subdivision Map 2023-03, the City Council must determine that the proposed map is consistent with the General Plan, Zoning Ordinance, and the Subdivision Map Act subject to the following consistency findings:

1. The proposed map is consistent with the applicable General Plan, Subdivision Ordinance, Specific Plan, and the Subdivision Map Act.

2. The design or improvement of the proposed land division is consistent with applicable general plan and specific plans.

3. That the site is physically suitable for the proposed type of development.

4. That the site is physically suitable for the proposed density of development.

5. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat.

6. The design of the subdivision and type of improvements being required are not likely to cause serious public health problems.

7. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision.

8. That the proposed design provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision pursuant to Government Code Section 66473.1.

Findings regarding each of these items are set forth in the proposed Resolution (**Attachment 'J'**).

Annexation 2023-03

To approve the proposed Annexation 2023-03, the City Council must make the following findings pursuant to the City/County Second Amended and Restated MOU standards for annexation:

1. The proposed annexation is within the City's adopted Sphere of Influence.

2. The proposal must be consistent with city general and specific plans, including adopted goals and policies.

3. Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan.

4. At least 25% of the area proposed for annexation has an approved tentative subdivision map(s) (single-family residential) and an approved site plan (for uses besides single-family).

5. The annexation is to fulfill the city's Regional Housing Needs Allocation (RHNA) obligation which otherwise cannot be accommodated on lands currently within the city's incorporated boundary.

6. The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries.

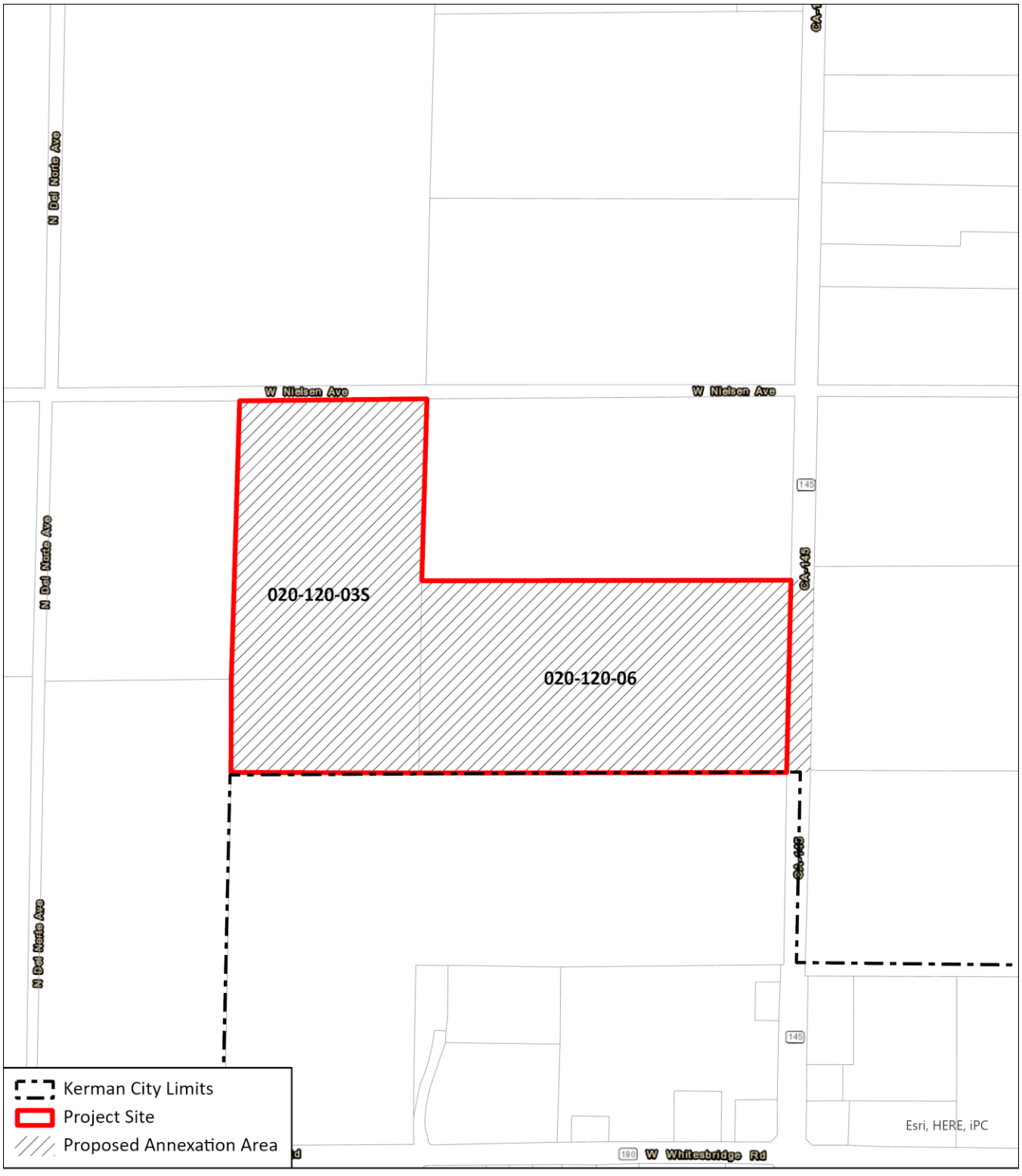
Findings regarding each of these items are set forth in the proposed Resolution (**Attachment 'K'**).

ATTACHMENTS:

A. Attachment 'A' – Project Vicinity Map
B. Attachment 'B' – Aerial Map of the Project Site
C. Attachment 'C' – General Plan Land Use Designation Map (Existing) for Project Site
D. Attachment 'D' – Zoning District Map (Existing) for Project site
E. Attachment 'E' – Other Agency/Department Comments
F. Attachment 'F' – Planning Commission Resolutions
    1. Resolution No. 2025-05 regarding General Plan Amendment 2023-02 and Mitigated Negative Declaration (SCH No. 2025060904)
    2. Resolution No. 2025-06 regarding Rezone 2023-03
    3. Resolution No. 2025-07 regarding Tentative Parcel Map 2024-01
    4. Resolution No. 2025-08 regarding Tentative Subdivision Map 2023-03
    5. Resolution No. 2025-09 regarding Annexation 2023-03
G. Attachment 'G' – Resolution No. 25-79 Approving General Plan Amendment 2023-02 and Mitigated Negative Declaration (SCH No. 2025060904)
    1. Exhibit 1 – General Plan Amendment 2023-02
    2. Exhibit 2 – Initial Study and Mitigated Negative Declaration
    3. Exhibit 3 – Mitigation Monitoring and Reporting Program
H. Attachment 'H' – Rezone 2023-03
    1. Exhibit 1 – Rezone 2023-03
I. Attachment 'I' – Resolution regarding Tentative Parcel Map 2024-01
    1. Exhibit 1 - Tentative Parcel Map 2024-01
    2. Exhibit 2 – Conditions of Approval for Tentative Parcel Map 2024-01
J. Attachment 'J' – Resolution regarding Tentative Subdivision Map 2023-03
    1. Exhibit 1 – Tentative Subdivision Map 2023-03
    2. Exhibit 2 – Conditions of Approval for Tentative Subdivision Map 2023-03
K. Attachment 'K' – Resolution regarding Annexation 2023-03
    1. Exhibit 1 – Annexation 2023-03

ATTACHMENT 'A'

Project Vicinity Map

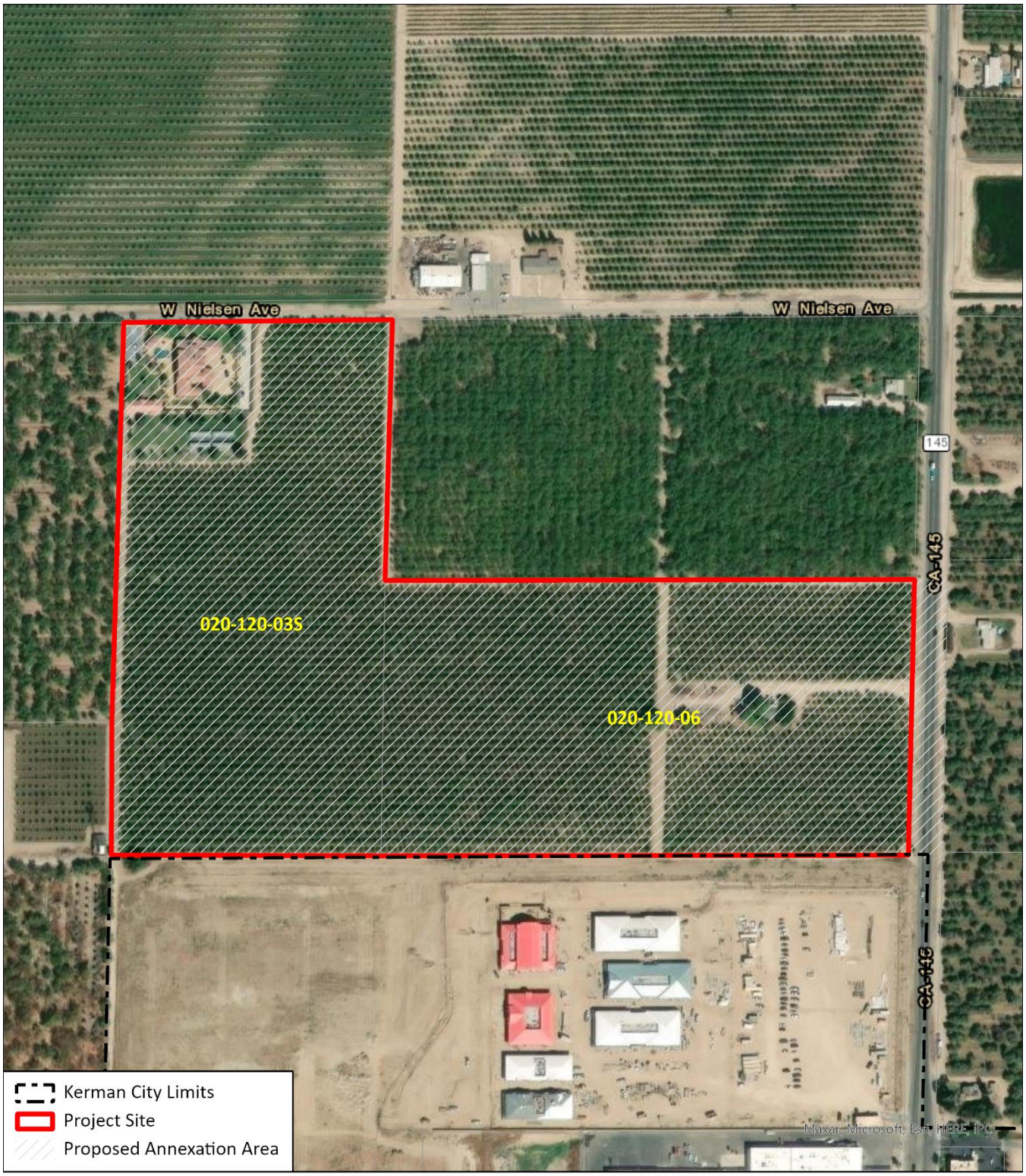


Map Created 8/5/2025

CITY OF KERMAN - GILL ORCHARDS ESTATES

ATTACHMENT 'B'

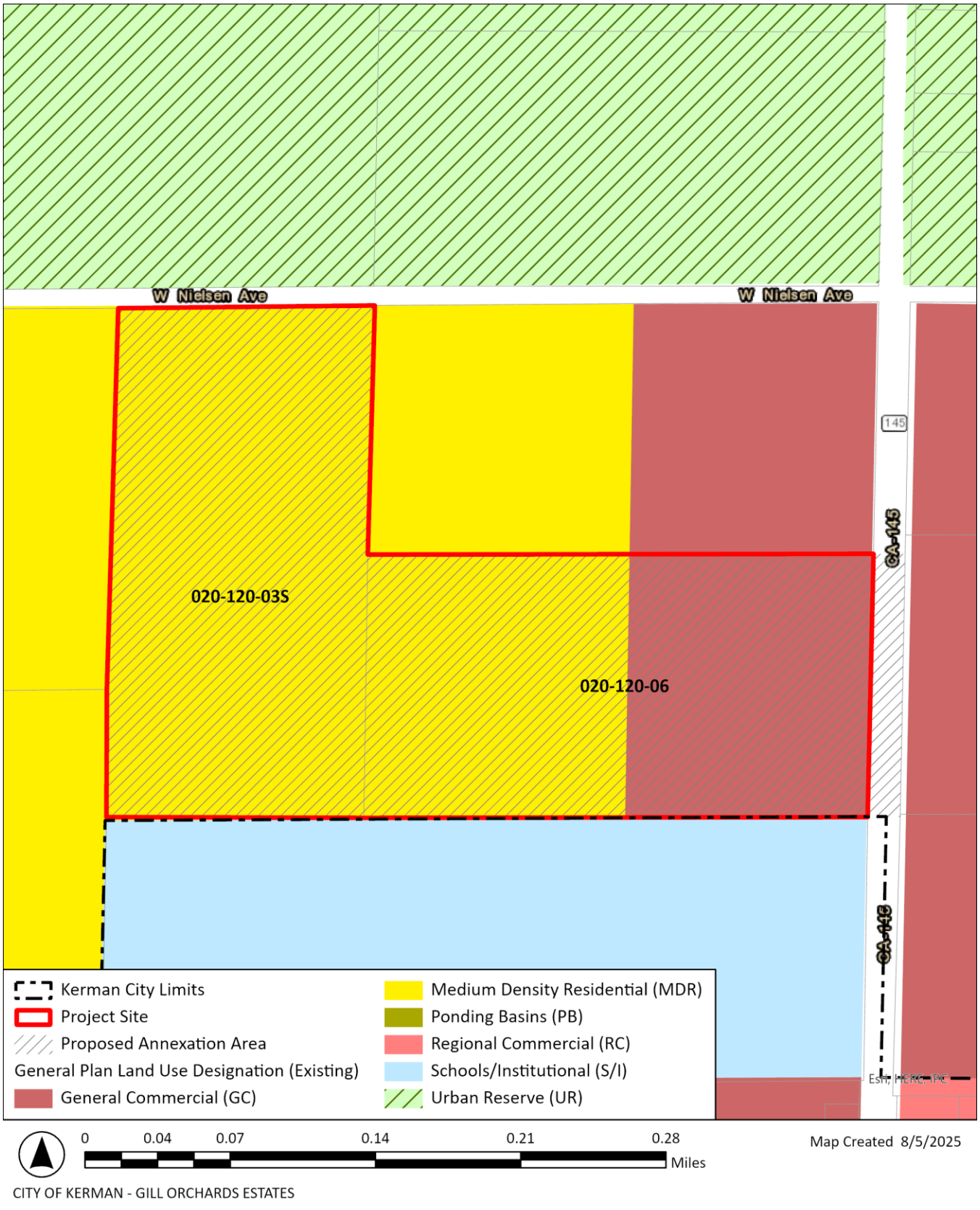
Aerial Map of the Project Site



CITY OF KERMAN - GILL ORCHARDS ESTATES

ATTACHMENT 'C'

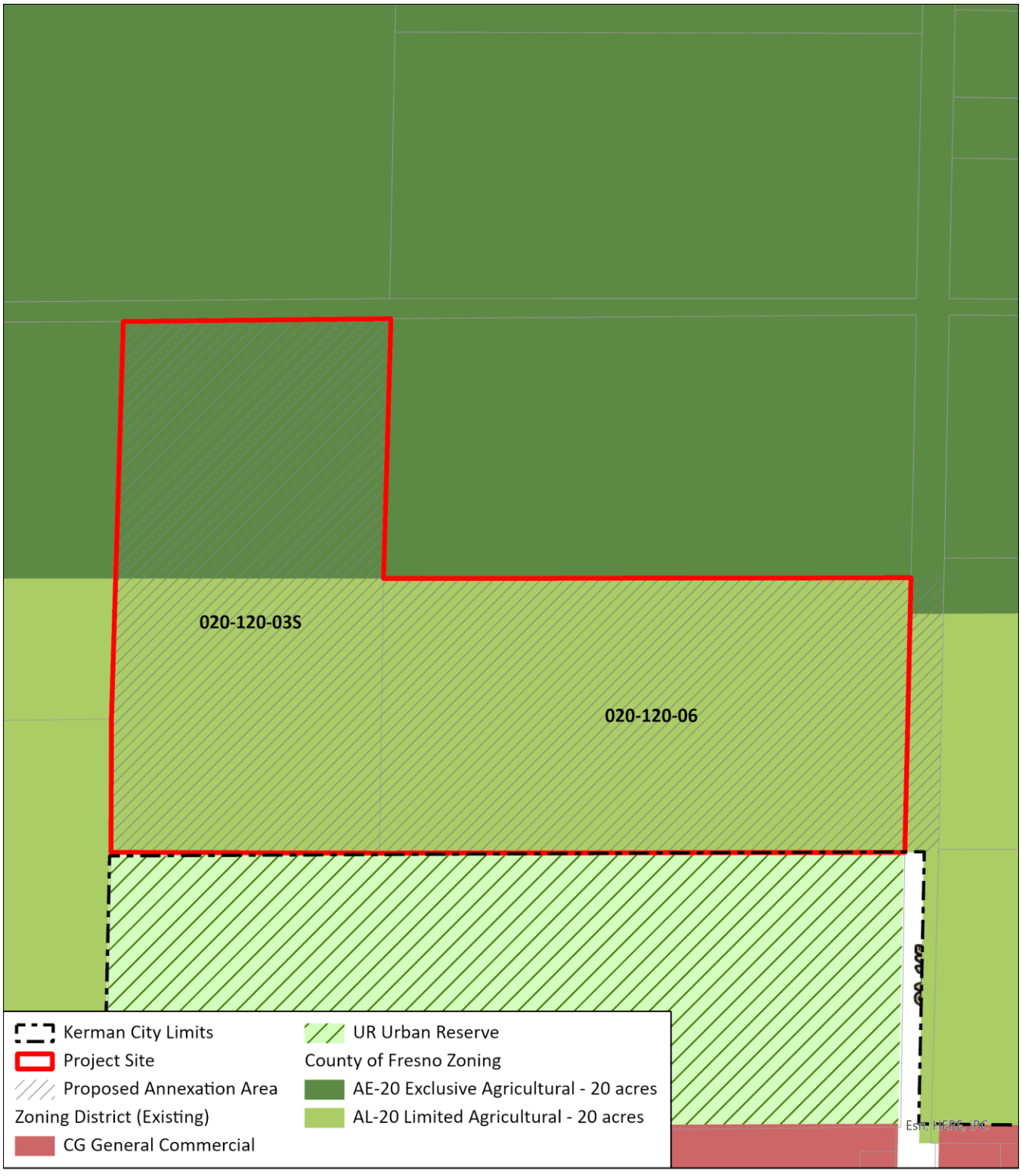
General Plan Land Use Designation Map (Existing) for Project Site



CITY OF KERMAN - GILL ORCHARDS ESTATES

ATTACHMENT 'D'

Zoning District Map (Existing) for Project site



CITY OF KERMAN - GILL ORCHARDS ESTATES

ATTACHMENT 'E'

Other Agency/Department Comments

ATTACHMENT 'F'

Planning Commission Resolutions

ATTACHMENT 'G'

Resolution No. 25-79 Approving General Plan Amendment 2023-02 and Mitigated Negative Declaration (SCH No. 2025060904)

Attachment 'H'

ORDINANCE NO. 25-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING REZONE 2023-03 TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KERMAN FOR TWO (2) PARCELS IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS (APNS) 020-120-06 (19.82 ACRES) AND 020-120-03S (20 ACRES), PRE-ZONING THE PARCELS CONSISTENT WITH THE PROPOSED LAND USE DESIGNATIONS, RESULTING IN APPROXIMATELY 30.39 ACRES WITHIN THE SMART DEVELOPMENT COMBINING DISTRICT – RESIDENTIAL – MINIMUM 3,500 SQUARE FEET (SD-R-3.5) AND 8.74 ACRES WITHIN THE MIXED USE DISTRICT, TOTALING APPROXIMATELY 39.13 ACRES LOCATED ON THE SOUTH SIDE OF WEST NIELSEN AVENUE BETWEEN NORTH MADERA AVENUE AND NORTH DEL NORTE AVENUE

WHEREAS, Rezone 2023-03 pertains to two (2) parcels (APNs 020-120-06 and 020-120-3S) consisting of approximately 39.13 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue ("project site), requesting to amend the Official Zoning Map of the City of Kerman; and

WHEREAS, the project site is located within the City of Kerman Sphere of Influence, but since it is outside City limits, the site is zoned by the County and is within the County of Fresno's Agricultural Exclusive – 20 acres (AE-20) and Limited Agricultural – 20 acres (AL-20) zone districts; and

WHEREAS, because the project site is outside City limits, the project requires annexation and pre-zoning to a zone district consistent with the City of Kerman 2040 General Plan; and

WHEREAS, Rezone 2023-03 requests to pre-zone/rezone the two (2) parcels (APNs 020-120-06 and 020-120-3S) to zoning districts consistent with the planned land use designations, upon approval of General Plan Amendment 2023-02; and

WHEREAS, the pre-zone/rezone would result in approximately 30.39 acres within the Smart Development Combining District – Residential – Minimum 3,500 Square Feet (SD-R-3.5) and 8.74 acres within the Mixed Use District (MU) as shown in **Exhibit '1'**; and

WHEREAS, approval of the project would require approval of General Plan Amendment 2023-02, Rezone 2023-03, Tentative Parcel Map 2024-01, Tentative Subdivision Map 2023-03, and Annexation 2023-03; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project and the project is in compliance with CEQA; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project at a special meeting on September 22, 2025, and adopted a resolution with a recommendation to the City Council to approve Rezone 2023-03; and

WHEREAS, pursuant to the provision of Title 17 of the Kerman Municipal Code, the City of Kerman City Council held a public hearing on October 22, 2025 to consider Rezone 2023-03 during which the Council solicited public testimony, and considered the environmental assessment; and

WHEREAS, the City Council now desires to approve Rezone 2023-03 to amend the Official Zoning Map of the City of Kerman for two (2) parcels (APNs 020-120-06 and 020-120-03S), prezoning the parcels to SD-R-3.5 and MU zoning districts, consistent with the planned land use designations, upon approval of General Plan Amendment 2023-02.

NOW, THEREFORE, the City Council of the City of Kerman does ordain as follow:

1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. CEQA: The City Council previously certified the IS/MND (SCH No. 2025060904) for the project. The IS/MND identified the pre-zoning of the project site. The pre-zoning does not change the environmental assessment of the IS/MND. Further, the IS/MND was recently certified at the public hearing regarding the project. The City Council further finds that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the recommendation for certification that the project will have significant effect not discussed in the IS/MND. As such, the City Council finds Rezone 2023-03 has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.

3. Rezone Findings. The City Council finds as follows:

    a. The change is consistent with the General Plan. The project site is currently planned for residential and commercial uses. The project requests an amendment to the General Plan and Zoning Map to increase the acreage of land designated for medium density and mixed

use uses, which requires the removal of the acreage of land designated for commercial uses. The project would facilitate future residential and commercial development within an area with existing and planned residential, recreational and public institutional uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with General Plan Policies LU-1.4 (Limit Residential Development Along Highways), LU-1.6 (Agricultural Buffers), LU-3.2 (Urban Form), LU-3.3 (Prevent Sprawl Development), LU-3.4 (Leapfrog Development) LU-4.5 (Right-to-Farm Disclosure), and LU-5.4 (New Incompatible Land Uses). Therefore, the change is consistent with the General Plan goals and policies.

b. The change is consistent with the purpose of the Zoning Ordinance to promote the health, safety, and welfare of the community. The project requests to pre-zone the parcels to be annexed and rezone them to zoning districts consistent with the proposed land use designations. The proposed zoning districts are identified as compatible zoning districts for the proposed land use designations as shown in the General Plan. Future development proposed on the project site would be subject to compliance with the applicable standards and requirements of the Zoning Ordinance, standards which were adopted by the City to ensure preservation and promotion of public health, safety and welfare of the city and to facilitate growth and expansion of the city in a precise and orderly manner. Further, the project has been reviewed by the various City departments and evaluated for conformity with the requirements of the Zoning Ordinance. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with the purpose of the Zoning Ordinance.

c. There will not be significant effects upon the quality of the environment and natural resources. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project. It was determined that all impacts were either less than significant or could be mitigated to a less than significant level.

4. Approval for Rezone. Given that all the findings can be made, City Council approves Rezone 2023-03 to amend the Official Zoning Map of the City of Kerman for two (2) parcels (APNs 020-120-06 and 020-120-03S), pre-zoning the parcels to SD-R-3.5 and MU zoning districts, consistent with the planned land use designations as set forth in **Exhibit '1**'.

5. Severability: If any section, subsection, sentence, clause, phrase, or portion of this ordinance is, for any reason, held to be invalid or unconstitutional by the decision of any court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of this ordinance. The City Council hereby declares that it would have adopted this ordinance and each section, subsection, sentence, clause, phrase, or portion thereof, irrespective of the fact that any one or more

sections, subsections, sentences, clauses, phrases, or portions thereof may be declared invalid or unconstitutional.

6. Certification: This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

7. Effective Date of Ordinance: This ordinance shall be in full force and effect thirty (30) days after its passage.

The foregoing ordinance was introduced at a regular meeting of the City of Kerman City Council on the 22nd day of October, 2025, and passed and adopted at a regular meeting of the City Council on the 12th day of November, 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing ordinance is hereby approved.

_____
Maria Pacheco
Mayor

_____
Josie Camacho
City Clerk

Exhibit '1': Rezone 2023-03

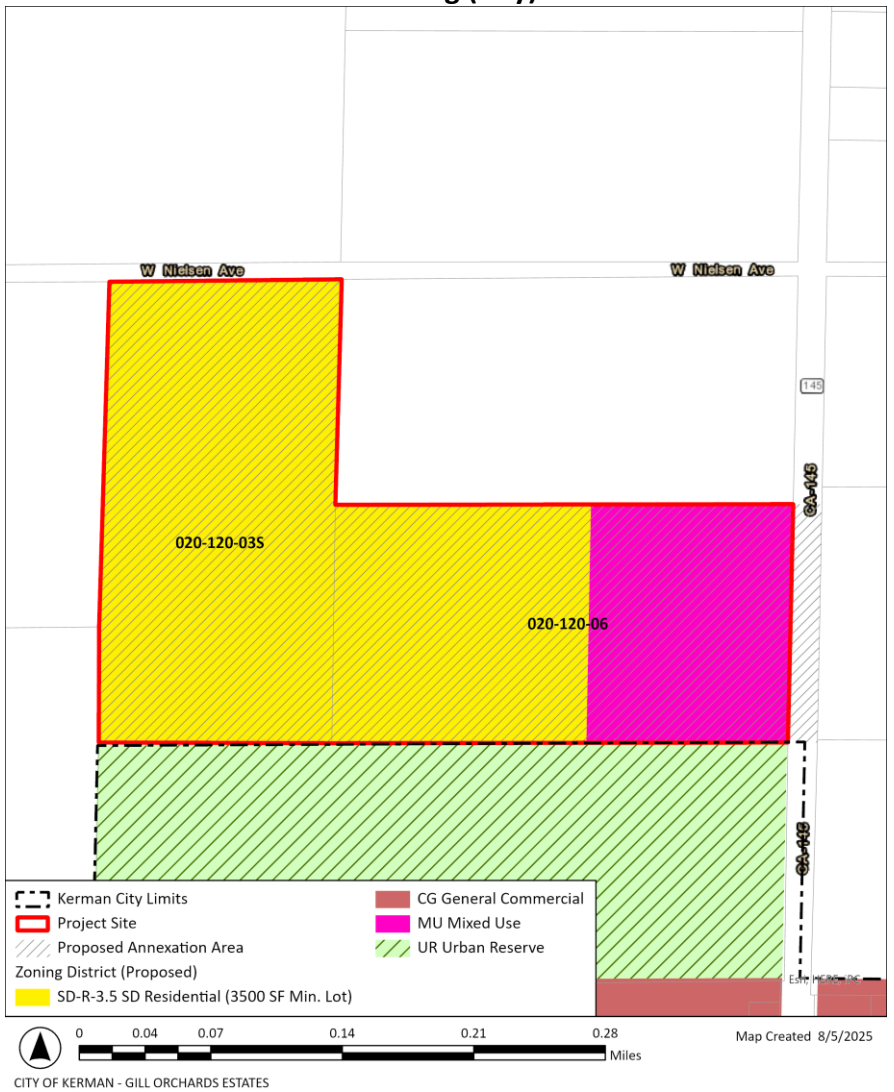
Exhibit '1'

Rezone 2023-03

Prior Zoning (County)



New Zoning (City)



Attachment 'I'

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING THE ORCHARDS AT GILL ESTATES PARCEL MAP OF TWO (2) PARCELS IDENTIFIED AS 020-120-06 (19.82 ACRES) AND 020-120-03S (20 ACRES) INTO TWO (2) PARCELS AND ONE (1) REMAINDER, INCLUDING A 28.35-ACRE "PARCEL 1" THAT WOULD ACCOMMODATE TSM 2023-03, A 8.74-ACRE "PARCEL 2" ON THE EAST PORTION OF APN 020-120-06 WITH NO DEVELOPMENT PROPOSED AT THIS TIME, AND A 2.04-ACRE "REMAINDER" ON THE NORTHWEST CORNER WITH AN EXISTING SINGLE-FAMILY RESIDENCE (TENTATIVE PARCEL MAP 2024-01)

WHEREAS, Lifetime Communities submitted Tentative Parcel Map 2024-01 pertaining to two (2) parcels (APNs 020-120-06 and 020-120-03S) that total approximately 40 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue ("project site"); and

WHEREAS, Tentative Parcel Map 2024-01 proposes to split the two (2) parcels into two (2) parcels and one (1) remainder (**Exhibit '1'**); and

WHEREAS, General Plan Amendment 2023-02, Rezone 2023-03, Annexation 2023-03, and Tentative Subdivision Map 2023-03 were considered concurrently by the Planning Commission with Tentative Parcel Map 2024-01; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project and the project is in compliance with CEQA; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission completed its review of the Staff Report and documents submitted for the proposed project at a special meeting on September 22, 2025, and adopted a resolution with a recommendation to the City Council to approve Tentative Parcel Map 2024-01; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred, and the City Council now desires adoption of a resolution approving Tentative Parcel Map 2024-01.

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

1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. CEQA: The City Council concurrently certified the IS/MND (SCH No. 2025060904) for the project. The IS/MND identified the land division of the project site. The land division does not change the environmental assessment of the IS/MND. Further, the City Council certified the IS/MND for this project. The City Council further finds that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the recommendation for certification that the project will have significant effect not discussed in the IS/MND. As such, the City Council finds that Tentative Parcel Map 2024-01 has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.

3. Subdivision Findings. The City Council determines that none of the findings required by the City's Subdivision Ordinance and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this project, or that findings regarding flood protection cannot be made. To the contrary, the City Council finds, as follows:

    a. The proposed map is consistent with the applicable General Plan, Subdivision Ordinance, Specific Plan, and the Subdivision Map Act. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, Tentative Parcel Map 2024-01 is consistent with all local planning documents including the General Plan, Subdivision Ordinance, and Zoning Ordinance, and the Subdivision Map Act.

    b. The design or improvement of the proposed land division is consistent with applicable general plan and specific plans. Tentative Parcel Map 2024-01 is consistent with the intended land uses, density, and development standards outlined in the General Plan. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the subdivision is consistent with the density and land use designated by the General Plan, as well as circulation, pedestrian accessibility, and other design or improvement requirements of the General Plan. There is no specific plan applicable to the site.

    c. That the site is physically suitable for the proposed type of development. Tentative Parcel Map 2024-01 would split the two (2) parcels identified as APNs 020-120-06 and 020-120-03S into two (2) parcels and one (1) remainder parcel to facilitate future residential and commercial uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, land characteristics, including topography, soil conditions, drainage patterns, ingress/egress and access

points, and utility availability are appropriate and can accommodate future development without significant challenges or modifications.

d. That the site is physically suitable for the proposed density of development. Tentative Parcel Map 2024-01 would split the two (2) parcels identified as APNs 020-120-06 and 020-120-03S into two (2) parcels and one (1) remainder parcel. The parcel sizes conform to the standards of development as defined by the Zoning Ordinance for the applicable development zone districts. Future development would be subject to compliance with applicable development standards, including allowable density and intensity. Compliance with these standards would be ensured through the entitlement review process.

e. The design of the land division and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project. It was determined that all impacts were either less than significant or could be mitigated to a less than significant level.

f. The design of the land division and type of improvements being required are not likely to cause serious public health problems. All improvements shall be required by the City and shall include sewer, water, underground power, telephone, gas, concrete curbs, gutters, sidewalks, permanent street pavement, and streetlights. The project will be tied into existing municipal water, sewer, and storm drain systems through the extension of existing systems Sanitary sewer service would be provided through connection to the existing trunk sewer main in First Street at the east-west street along the southern boundary of the site. Domestic water service would also be provided through a connection point at the same location. A drainage basin is proposed on-site in Outlot D of the subdivision on a portion of the parcel identified as APN 020-120-03S. The basin was adequately sized to accommodate stormwater runoff from the site. Associated electric, natural gas, telecommunications, and solid waste services are provided by private companies and will serve the project site as needed. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the design of the land division and type of improvements being required are not likely to cause serious public health problems.

g. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. There are no public easements encumbering the property. Upon development, all modifications made to the existing public improvements fronting the parcels will be required to meet current City standards.

h. That the proposed design provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision pursuant to Government Code Section 66473.1. As feasible, the project has attempted to take advantage of passive or natural cooling opportunities in subdivision design. Appropriate consideration was given to the local climate, while ensuring that heating and cooling opportunities did not result in the reduction of allowable densities or the percentage of a lot that may be occupied as contemplated by Government Code section 66473.1.

4. Approved with Conditions. Based on the aforementioned findings, the City Council adopts a resolution to approve Tentative Parcel Map 2024-01 (**Exhibit '1'**), subject to the conditions set forth in Exhibit '2' (Tentative Parcel Map 2024-01 conditions of approval) attached hereto.

5. Effective Date of Resolution. This Resolution shall become effective immediately after the City Council approves Rezone 2023-03 and said ordinance adopting the same then becomes effective.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held the 12th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

Attest:

_____
Josie Camacho
City Clerk

Exhibit '1': Tentative Parcel Map 2024-01
Exhibit '2': Conditions of Approval for Tentative Parcel Map 2024-01

Exhibit '1'

Tentative Parcel Map 2024-01

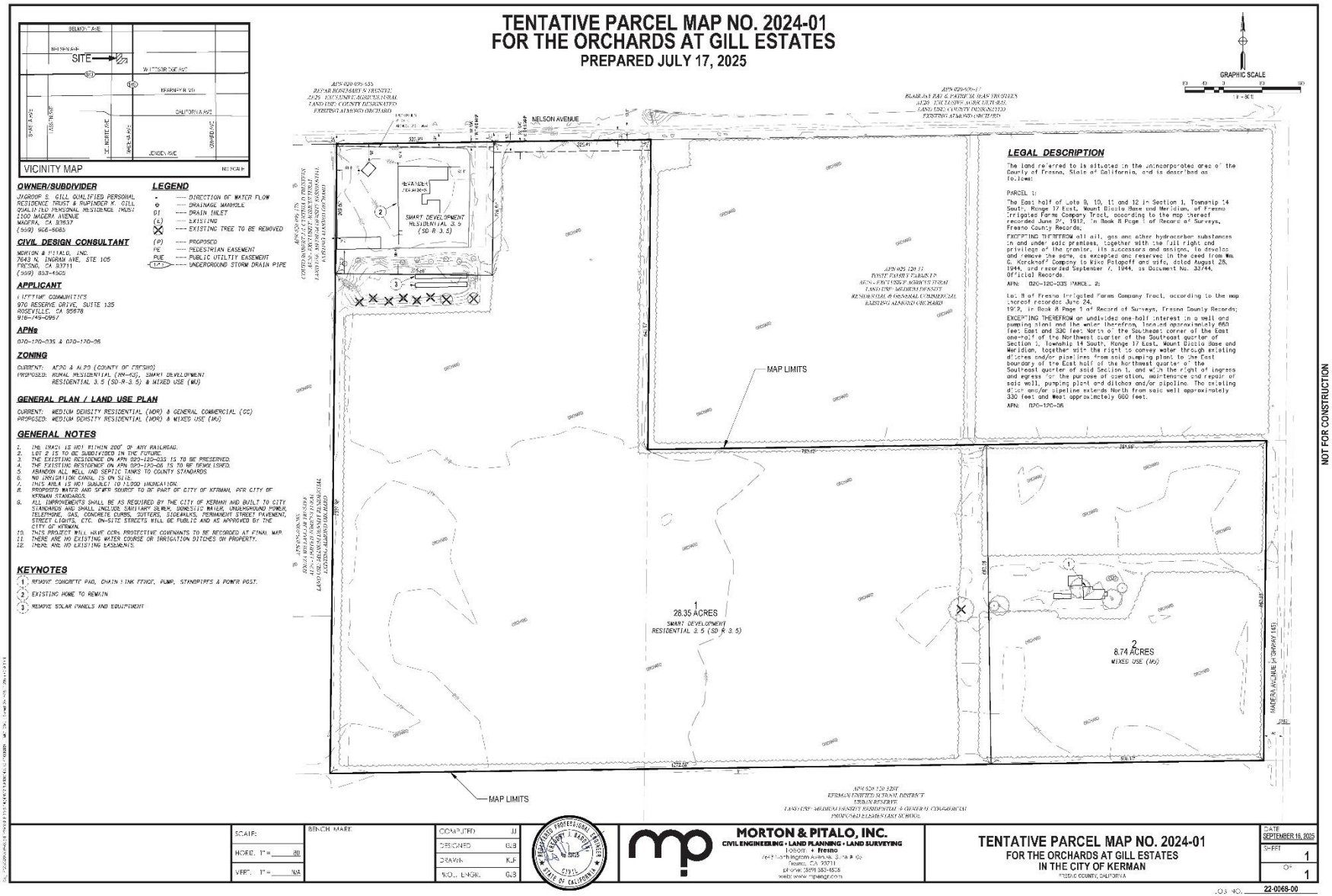


Exhibit '2'

Conditions of Approval
Tentative Parcel Map No. 2024-01
The Orchards at Gill Estates

Engineering Division Conditions of Approval

The conditions of development approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Section 66020(d) of the Government Code, these conditions constitute written notice of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period commences from the date of approval of the development. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exactions contained in this notice, complying with all the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

A. General

1. Obtain express written approval of the City Engineer for a deferment, modification, or waiver of any engineering conditions of approval.

2. The conditions given herein are for the entire development. Additional requirements for individual phases may be necessary pending review by the City Engineer.

3. Comply with all applicable conditions set forth in Title 16 of the Kerman Municipal Code (Subdivisions).

4. Install monuments at all section corners, quarter section corners, all street centerline intersection points, angle points, and beginning of curves and end of curves on streets adjacent to or within the development prior to final acceptance of the development. Any existing section corner or property corner monuments damaged or destroyed by the development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five days after the final setting of all monuments has been completed, the engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall present the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.

B. Maps and Plans

1. Submit a 18" x 26" final map, prepared by a registered civil engineer or licensed land surveyor, and adhering to Subdivision Map Act requirements and City of Kerman Municipal Code. The final map shall be drawn at a scale of 1"=100' and include the current filing fee, closure calculations, preliminary title report dated within 30 days of submittal, legal descriptions and

drawings of required dedications. Upon approval of the final map, applicant shall submit a reproducible/electronic copy (PDF) to the City Engineer.

2. Submit a copy of the recorded map to the County Surveyor's Office pursuant to Section 66466(f) of the Subdivision Map Act and Section 8774.5(a) of the Professional Land Surveyors Act

C. Dedications

1. Provide right-of-way acquisition or dedicate free and clear of all encumbrances the following streets to City standards, unless otherwise shown on the tentative parcel map:
   a) Nielsen Avenue
      i) Lot 1 Frontage: Dedicate right-of-way and easements, along development frontage, in accordance with City Standard P-1, to achieve a Collector street half width of 42' south of center/section.
      ii) Remainder Parcel Frontage: Dedicate right-of-way to achieve a modified Collector street half width varying from 24' to 30' south of center/section.

2. Dedicate a 10' public utility easement along all streets and all other locations requested by utility companies. Alternate widths must be approved in writing by all utility companies and a copy of said written approval shall be submitted to the City Engineer.

Attachment 'J'

RESOLUTION NO. 2025-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING THE ORCHARDS AT GILL ESTATES SUBDIVISION OF ONE (1) PARCEL INTO 172 SINGLE-FAMILY LOTS RANGING IN SIZE FROM 3,690 SQUARE FEET TO 8,987 SQUARE FEET AND FIVE (5) OUTLOTS, TOTALING APPROXIMATELY 28.35 ACRES LOCATED ON THE SOUTH SIDE OF WEST NIELSEN AVENUE BETWEEN NORTH MADERA AVENUE AND NORTH DEL NORTE AVENUE (TENTATIVE SUBDIVISION MAP 2023-03)

WHEREAS, Lifetime Communities submitted Tentative Subdivision Map 2023-03. "The Orchards at Gill Estates," pertaining to one (1) parcel (Parcel 1 of Tentative Parcel Map 2024-01) consisting of approximately 28.35 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue ("project site"); and

WHEREAS, Tentative Subdivision Map 2023-03 proposes to subdivide the 28.35 acres into 172 single-family lots, ranging in size from 3,690 square feet to 8,987 square feet (**Exhibit '1'**); and

WHEREAS, General Plan Amendment 2023-02, Rezone 2023-03, Annexation 2023-03, and Tentative Parcel Map 2024-01 were considered concurrently by the Planning Commission with Tentative Subdivision Map 2023-03; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project and the project is in compliance with CEQA; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission completed its review of the Staff Report and documents submitted for the proposed project at a special meeting on September 22, 2025, and adopted a resolution with a recommendation to the City council to approve Tentative Subdivision Map 2023-03; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred, and the City Council now desires to recommend to approve Tentative Subdivision Map 2023-03.

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

1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. CEQA: The City Council concurrently certified the IS/MND (SCH No. 2025060904) for the project. The IS/MND identified the subdivision. The subdivision does not change the environmental assessment of the IS/MND. Further, the City Council certified the IS/MND for this project. The City Council further

finds that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the recommendation for certification that the project will have significant effect not discussed in the IS/MND. As such, the City Council finds that Tentative Subdivision Map 2023-03 has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.

3. Subdivision Findings. The City Council determines that none of the findings required by the City's Subdivision Ordinance and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this project, or that findings regarding flood protection cannot be made. To the contrary, the City Council finds, as follows:

    a. The proposed map is consistent with the applicable General Plan, Subdivision Ordinance, Specific Plan, and the Subdivision Map Act. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, Tentative Subdivision Map 2023-03 is consistent with all local planning documents including the General Plan, Subdivision Ordinance, and Zoning Ordinance, and the Subdivision Map Act.

    b. The design or improvement of the proposed land division is consistent with applicable general plan and specific plans. Tentative Subdivision Map 2023-03 is consistent with the intended land uses, density, and development standards outlined in the General Plan. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the subdivision is consistent with the density and land use designated by the General Plan, as well as circulation, pedestrian accessibility, and other design or improvement requirements of the General Plan. There is no specific plan applicable to the site.

    c. That the site is physically suitable for the proposed type of development. Tentative Subdivision Map 2023-03 would subdivide "Parcel 1" of the Tentative Parcel Map 2024-01 to create 172 parcels to support single-family uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, land characteristics, including topography, soil conditions, drainage patterns, ingress/egress and access points, and utility availability are appropriate and can accommodate future development without significant challenges or modifications.

    d. That the site is physically suitable for the proposed density of development. Tentative Subdivision Map 2023-03 would subdivide "Parcel 1" of the Tentative Parcel Map 2024-01 to create 172 parcels. The lot areas will conform to the standards of development as defined by the Zoning Ordinance for the applicable development zone districts. Future development will

be subject to compliance with applicable development standards, including allowable density and intensity. Compliance with these standards would be ensured through the entitlement review process.

e. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project. It was determined that all impacts were either less than significant or could be mitigated to a less than significant level.

f. The design of the subdivision and type of improvements being required are not likely to cause serious public health problems. All improvements shall be required by the City and shall include sewer, water, underground power, telephone, gas, concrete curbs, gutters, sidewalks, permanent street pavement, and streetlights. The project will be tied into existing municipal water, sewer, and storm drain systems through the extension of existing systems. Sanitary sewer service would be provided through connection to the existing trunk sewer main in First Street at the east-west street along the southern boundary of the site. Domestic water service would also be provided through a connection point at the same location. A drainage basin is proposed on-site in Outlot D of the subdivision on a portion of the parcel identified as APN 020-120-03S. The basin was adequately sized to accommodate stormwater runoff from the site. Associated electric, natural gas, telecommunications, and solid waste services are provided by private companies and will serve the project site as needed. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the design of the subdivision and type of improvements being required are not likely to cause serious public health problems.

g. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. There are no public easements encumbering the property. Upon development, all modifications made to the existing public improvements fronting the parcels will be required to meet current City standards.

h. That the proposed design provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision pursuant to Government Code Section 66473.1. As feasible, the project has attempted to take advantage of passive or natural cooling opportunities in subdivision design. Appropriate consideration was given to the local climate, while ensuring that heating and cooling opportunities did not result in the reduction of allowable densities or the percentage of a lot that may be occupied as contemplated by Government Code section 66473.1.

4. Approved with Conditions. Based on the aforementioned findings, the City Council adopts a resolution to approve Tentative Subdivision Map 2023-03 (Exhibit '1'), subject to the conditions set forth in **Exhibit '2'** (Tentative Subdivision Map 2023-03 conditions of approval) attached hereto.

5. Effective Date of Resolution. This Resolution shall become effective immediately after the City Council approves Rezone 2023-03 and said ordinance adopting the same then becomes effective.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 12th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

Attest:

_____
Josie Camacho
City Clerk

Exhibit '1': Tentative Subdivision Map 2023-03
Exhibit '2': Tentative Subdivision Map No. 2023-03 Conditional of Approval

Exhibit '1'

Tentative Subdivision Map 2023-03

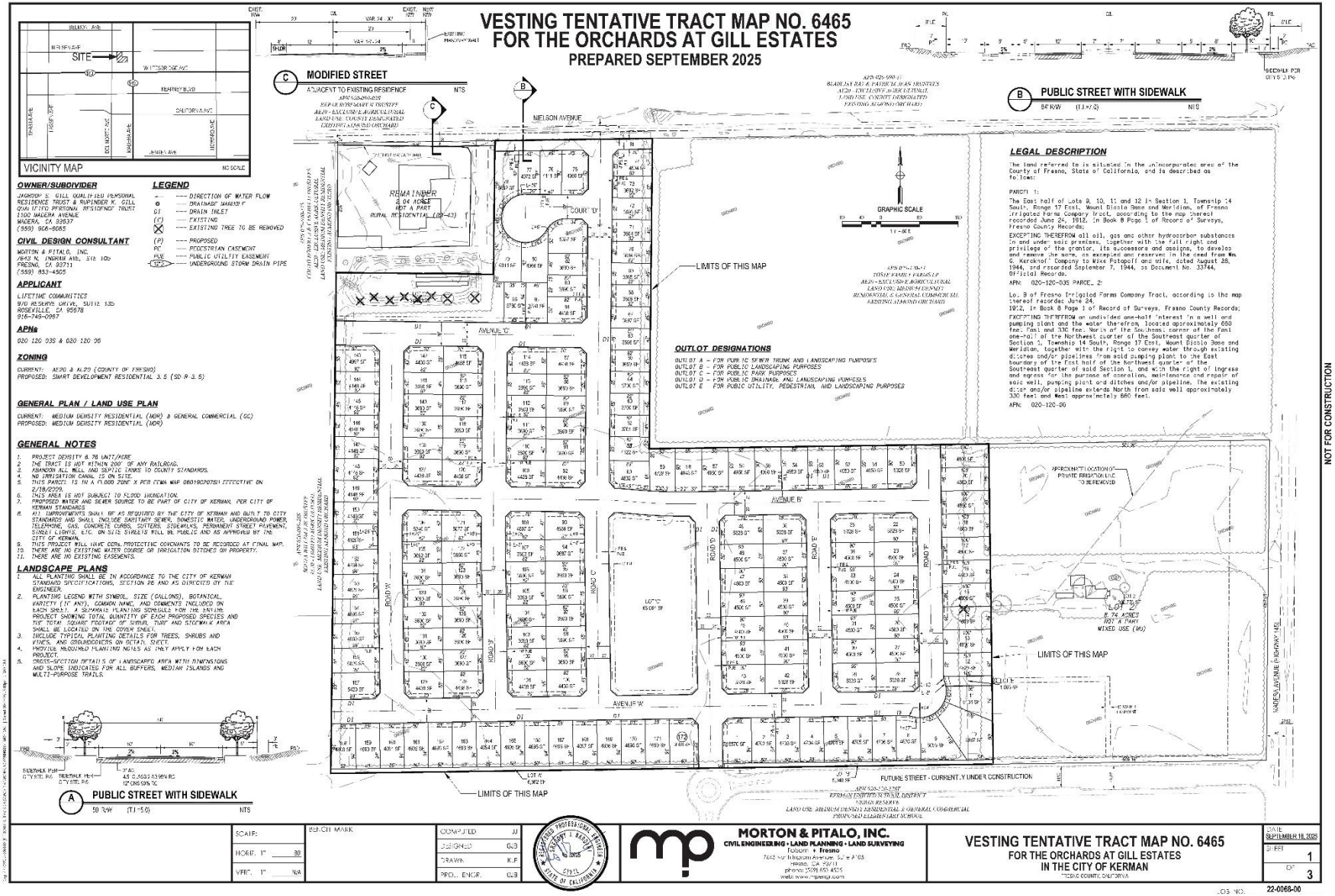


Exhibit '2'

Conditions of Approval
Tentative Subdivision Map No. 2023-03
The Orchards at Gill Estates Residential Subdivision

Community Development Department Conditions of Approval

1. Project approval is conditioned upon applicant's acceptance of the conditions of approval contained herein.

2. The applicant shall obtain express written approval of the Community Development Director for a deferment, modification, or waiver of any conditions of approval.

3. The applicant shall relay all conditions of approval for this project to all subsequent purchasers of individual lots, if applicable, or to subsequent purchasers of this entire subdivision.

4. All conditions of approval shall be the sole financial responsibility of the applicant, except where otherwise specified in the conditions of approval listed herein, via a separate development agreement, or as mandated by statutes.

5. The applicant shall comply with all mitigation measures identified in the Mitigation Monitoring and Reporting Program prepared for this development.

6. It shall be the responsibility of the applicant to ensure that all required approvals, permits, and/or inspections from any entity having jurisdiction, are obtained prior to issuance of final occupancy for any lot.

7. For the lots designated for single-family within the smart development combining district, the applicant shall apply for a Development Plan Review Permit to ensure a comprehensive development of superior quality than which might otherwise occur from more traditional development. The Development Plan Review Permit shall be approved prior to the issuance of any building permit.

8. For the lot designated for mixed-use, any proposed development will be required to go through the development review process and obtain approvals for development separately.

9. The applicant shall obtain City approval in advance for any temporary or permanent subdivision signs through the sign review process, in accordance with the City's Zoning Code.

10. No more than two of the same unit type (floor layout and exterior materials package) shall be repeated side by side. When two of the same units are repeated side by side, they shall be different colors. These identical provisions may be waived by the Community Development Director on a specific lot basis within the project when the size or configuration of a lot would otherwise prevent compliance with the above requirements or any other siting or setback/yard requirements. If such a waiver is requested, the applicant and the Community Development Director shall work together to ensure that any siting of units not in compliance with the above

requirements shall be of different materials and elevations in order to minimize any adverse visual impacts.

11. A right-to-farm covenant, approved as to legal form by the City Attorney, shall be recorded prior to the recording of the Final Map. The covenant shall be disclosed to all future homebuyers.

12. All landscaping (public planter/park strips, open space areas, outlots, typical lot plans, etc.) shall conform to the California Model Water Efficient Landscape Ordinance (MWELO) and all other applicable City standards. Preliminary landscape plans for all landscape areas shall be submitted for review and approval by the Community Development Department prior to the submittal of construction documents for review and approval.

13. All residential lots shall provide an all-weather surface and path for the movement and storage of trash toters. The path shall lead from the street to within the fenced side yard of each lot.

14. The applicant shall dedicate an approximately 1.54-acre neighborhood park (Outlot ‘C’) for public purposes. The park shall be developed with landscaping (trees and shrubs), spacious turf area, shade structure to accommodate a minimum of four (4) picnic tables, ADA compliant amenities, and a playground area for children. The development of the park will require a conditional use permit. A site plan, landscaping plan, and information on all structures, equipment, and materials to be provided shall be submitted for review and approval by the Parks and Recreation Department as part of the conditional use permit approval process.

Engineering Division Conditions of Approval

The conditions of development approval set forth herein include certain fees, dedication requirements, reservation requirements and other exactions. Pursuant to Section 66020(d) of the Government Code, these conditions constitute written notice of such fees, and a description of the dedications, reservations and other exactions. The applicant is hereby notified that the 90-day protest period commences from the date of approval of the development. If the applicant fails to file a protest regarding any of the fees, dedication requirements, reservation requirements or other exactions contained in this notice, complying with all the requirements of Section 66020, the applicant will be legally barred from later challenging such exactions.

A. General

1. Obtain express written approval of the City Engineer for a deferment, modification, or waiver of any engineering conditions of approval.

2. The conditions given herein are for the entire development. Additional requirements for individual phases may be necessary pending review by the City Engineer.

3. Comply with all applicable conditions set forth in Title 16 of the Kerman Municipal Code (Subdivisions).

4. Pay all applicable development impact fees (DIFs) prior to final inspection or certificate of occupancy, whichever comes first. The City may require payment of DIFs at an earlier time if it is determined that any of the provisions of Government Code Section 66007(b)(1) are satisfied. DIF rates shall be those in effect at the time of final map approval. If all development impact fees are not paid within two years of the date the final map is recorded, then those outstanding fees will have to be paid at the rate in effect at the time of collection. The applicant may be eligible for fee credits or fee reimbursements for over-sizing of facilities or construction of other eligible facilities included in the City of Kerman's Impact Fee Study. The City Engineer will determine the type and extent of improvements that are eligible for fee credits or reimbursements. For any improvements deemed eligible for fee credits or reimbursements, the applicant shall submit itemized quantity and unit costs for each item, including backup documentation (i.e. contracts, invoices, payments, etc.), for review and approval by the City Engineer prior to acceptance of the improvements by the City.

5. Provide security in a sum to be determined by the City Engineer, prior to release of development permits, for the guarantee of improvements construction and against claims that may arise from contractors and material vendors.

6. Provide security in a sum to be determined by the City Engineer, prior to final acceptance of the off-site improvements by the City, for the guarantee and warranty of the improvements for a period of one (1) year following the completion and acceptance thereof by the City Council.

7. Provide a soils report or a waiver of soils report for approval by the City Engineer with the first submittal of the improvement plans.

8. Obtain and comply with encroachment permits from affected jurisdictions for all work performed within their rights-of-way and easements.

9. Comply with all the requirements of the local utility, gas, electric, telephone, cable, and other communication companies (Utilities). It shall be the responsibility of the applicant to notify Utilities to remove or relocate poles where necessary. The City will not accept first submittal of improvement plans without proof that the applicant has provided the improvement plans to the Utilities.

10. Underground all existing overhead and any new utility facilities located along the frontage of the development.

11. Contact the United States Postal Service and address all requirements for the location and type of mailboxes to be installed. The location of the facilities shall be approved by the City Engineer prior to approval of improvement plans or any construction. Applicant shall submit a copy of the Method of Delivery Agreement (MODA) to the City.

12. Install all improvements within public right-of-way and easements in accordance with affected jurisdictions standards, specifications, master plans, and record drawings.

13. Provide and pay for all compaction testing required by the City Engineer. Compaction test locations and depths shall be established by the City Engineer. Compaction test results shall be submitted in a format acceptable to the City Engineer, for review and approval.

14. Maintain the construction site, and any public streets fronting the site, clear of any construction or landscaping debris. The site shall not be used as a storage area for equipment, materials, or other items.

15. Remove all existing structures, trees, shrubs, etc., that are within or encroaching on existing or proposed rights-of-way or easements. Existing street improvements shall be preserved, at the discretion of the City Engineer.

16. Provide clean-up, street sweeping, and dust control during the construction of the development to the satisfaction of the City Engineer and Public Works Director. A deposit of $5,000.00 shall be submitted to the City to guarantee compliance. At any time, applicant is deemed to be non-compliant by the City Engineer or Public Works Director, the City may draw from said deposit to pay for necessary activities to bring the site into compliance.

17. Maintain pedestrian and vehicular access to all surrounding properties and buildings to the satisfaction of the City of Kerman Police Department, North Central Fire Protection District, and City Engineer. For developments occurring in phases, the applicant shall submit a schedule showing the sequence of development within the area covered by the tentative map.

18. Assume responsibility for all contractor's actions during the course of any work occurring on the site. Designate, in writing before starting work, an authorized representative who shall have complete authority to represent and to act for the applicant. Said authorized representative shall be present while work is in progress. During periods when work is suspended, arrangements acceptable to the City Engineer shall be made for any emergency work which may be required. When the applicant or his authorized representative is not present for any part of the work where it may be necessary to give directions, orders may be given by the City Engineer which shall be received and obeyed by the person(s) in charge of the particular work in reference to which the orders are given. Whenever orders are given to the applicant 's representative or superintendent or foreman to do work required for the convenience and safety of the general public, such work shall be done at the applicant's expense.

19. Install monuments at all section corners, quarter section corners, all street centerline intersection points, angle points, and beginning of curves and end of curves on streets adjacent to or within the development prior to final acceptance of the development. Any existing section corner or property corner monuments damaged or destroyed by the development shall be reset to the satisfaction of the City Engineer. A licensed land surveyor or civil engineer licensed to perform land surveying shall certify the placement of all required monumentation prior to final acceptance. Within five days after the final setting of all monuments has been completed, the engineer or surveyor shall give written notice to the City Engineer that the final monuments have been set. Upon payment to the engineer or surveyor for setting the final monuments, the applicant shall present the City Engineer evidence of the payment and receipt thereof by the engineer or surveyor.

B. Maps and Plans

1. Contact the City Engineer to set up a Pre-Submittal Meeting prior to the initial submittal of the improvement plans. The Applicant 's engineer is required to attend.

2. Comply with the City's Final Map and Improvement Plans Checklists in preparation of final map(s) and construction documents.

3. Submit a 18" x 26" final map, prepared by a registered civil engineer or licensed land surveyor, and adhering to Subdivision Map Act requirements and City of Kerman Municipal Code. The final map shall be drawn at a scale of 1"=100' and include the current filing fee, closure calculations, preliminary title report dated within 90 days of submittal, legal descriptions and drawings of required dedications. Upon approval of the final map, applicant shall submit a reproducible/electronic copy (PDF) to the City Engineer.

4. Submit a set of 24" x 36" construction plans prepared by a licensed Civil Engineer for review and approval of all required improvements prior to the release of any development permits. The plans shall include a site grading and drainage plan, landscaping and irrigation plans, and on-site and off-site utilities plan, if applicable, showing locations and sizes of storm drain, sewer and water mains, laterals, manholes, meters, valves, hydrants, etc.

5. Submit a reproducible/electronic copy (PDF) and two (2) black line copies of the approved set of construction plans, and two (2) bound sets of the approved construction specifications, if any, prior to beginning any construction, or within ten (10) calendar days of approval.

6. Submit Pad Certification(s) prior to issuance of building permits.

7. Submit a PDF file of the approved set of construction plans revised to reflect all field revisions and marked "AS-BUILT" prior to City acceptance of the improvements.

8. Submit a copy of the recorded map to the County Surveyor's Office pursuant to Section 66466(f) of the Subdivision Map Act and Section 8774.5(a) of the Professional Land Surveyors Act

C. Dedications and Street Improvements

1. Provide right-of-way acquisition or dedicate free and clear of all encumbrances and improve the following streets to City standards:

   a) Nielsen Avenue

      i) Dedicate right-of-way and easements, along development frontage, in accordance with City Standard P-1, to achieve a Collector street half width of 42' south of center/section.
      ii) Dedicate right-of-way and easements, along Remainder Parcel (TPM 2024-01) frontage, to achieve a modified street half width varying from 24' to 30' south of center/section.

      iii) Relinquish all direct vehicular access from all single-family residential lots backing or siding onto this street.

      iv) Construct improvements south of center/section line, along development frontage, in accordance with City Standard P-1 for a Collector Street. Improvements shall include, but not be limited to, curb and gutter, sidewalk, curb ramps, streetlights, landscaped median island, landscaping, irrigation, and permanent paving. North of center/section line, construct half-width landscaped median island, and 12' westbound travel lane.

      v) Construct improvements south of center/section line along the Remainder Parcel (TPM 2024-01) frontage. Improvements shall include, but not be limited to, curb and gutter, sidewalk, curb ramps, streetlights, median island (geometry and construction to be approved by the City Engineer during improvement plan review process), and permanent paving. North of center/section line, construct 12' travel lane and 4' paved shoulder.

vi) Re-construct Nielsen, from the east end of the development to State Route 145, to provide one 12’ travel lane and 4’ paved shoulders in each direction.

vii) Construct transitional paving as required.

b) East-West Street adjacent to the South

i) Relinquish all direct vehicular access from all single-family residential lots backing or siding onto this street.

c) 50’ Interior Residential Streets

i) Dedicate right-of-way and easements, in accordance with City Standard P-1.

ii) Construct improvements including curb and gutter, sidewalk, drive approaches, curb ramps, streetlights, landscaping and irrigation, and permanent paving.

iii) Relinquish vehicular access to future mixed-use development east of the proposed development (Lot 2 of TPM 2024-01).

d) Madera Avenue (State Route 145)

i) Harvest Elementary Road (east-west street along southern boundary of the development) Intersection: Complete the Intersection Safety and Operational Assessment Process (ISOAP) process in accordance with Caltrans comment letter dated March 27, 2025. For any improvements required as a result of the ISOAP, comply with the developments Fair Share contribution recommendation included in the Traffic Impact Analysis dated May 21, 2025.

ii) For information, the future development of the mixed-use lot to the east of the proposed development (Lot 2 of TPM 2024-01) will be required to construct frontage improvements along Madera Avenue (SR 145). Lane configuration, shoulder, curb and gutter, sidewalk, lighting, etc. should match the roadway configuration directly to the south. Improvement requirements will be included in the conditions of approval for future entitlements for development of the mixed-use lot.

2. Dedicate a 10’ public utility easement along all streets and all other locations requested by utility companies. Alternate widths must be approved in writing by all utility companies and a copy of said written approval shall be submitted to the City Engineer.

3. Obtain "R Value" tests in quantity sufficient to represent all street areas, and have street structural sections designed by a registered civil engineer based on these "R Value" tests. These designs shall be compared to the minimum section given below and approved by the City Engineer.

Street Designation	Minimum Section
Residential Street	2” HMA/4” AB, CL II/6” CNS
Collector Street	3” HMA/6” AB, CL II/6” CNS

4. Install standard barricades with reflectors at ends of streets abutting undeveloped property and any other locations to be specified by the City Engineer.

5. Install 2”x6” redwood header boards prior to street paving, at the end of any permanent pavement abutting undeveloped property.

6. Install temporary paved cul-de-sacs at the end of any dead-end streets, planned for future extension, longer than 150’. A 40’ radius shall be provided to allow turnaround of emergency equipment.

7. Provide for all striping, stenciling, pavement markers, delineators and signage required of all street improvements within the development. All traffic signs and street name signs shall be installed in accordance with City Standards and the CA MUTCD (latest edition). A striping and signage plan shall be included with the construction plans and submitted for review and approval by the City Engineer.

8. Provide corner cut-offs at all street intersections. Corner cut-offs shall be sufficient to provide for sight distances and accommodate curb ramps.

9. Repair/replace any broken or buckled curb, gutter, and/or sidewalk along the site frontage in kind to the satisfaction of the Public Works Department.

10. Provide street names consistent with existing street alignments, where applicable. Where existing street alignments do not exist, proposed street names shall be submitted for review by the Community Development Director. Names matching existing county roads or city streets must maintain the current suffix. When deemed practical, entry streets, cul-de-sacs, and courts should utilize the name of the nearest street. All street names shall be approved by the Community Development Director.

11. Subdivision signage shall comply with applicable Building & Fire Code and Section 17.30.070 of the Kerman Municipal Code.

D. Sanitary Sewer

1. Identify and abandon all existing septic systems per City Standards and any other governing regulations.

2. Dedicate a minimum 15’ wide easement for all onsite sewer mains not located in dedicated rights-of-way. Wider easements may be required for sewer mains that are oversize, trunk, deep, or any other condition per the discretion of the City Engineer.

3. Dedicate Outlot A for public sewer purposes. Surface with crushed rock or other material per City Engineer's requirements.

4. Connect to the nearest 18" sanitary sewer main available to serve the development, located at the northern dead end of First Street at the intersection with Harvest Elementary Road (east-west street adjacent to the southern boundary of the development). The applicant 's engineer shall be responsible for verifying the size, location, and elevations of existing improvements. Any alternative routing of sewer service must be approved by the City Engineer and supported by appropriate calculations.

5. Install sanitary sewer mains of the size and in the locations indicated below. The applicant 's engineer shall be responsible for verifying the size, location, and elevations of existing improvements.

   a) Interior Streets: Minimum of 8" sewer mains throughout development.

   b) Avenue 'B' and Roads 'C' and 'D': Install "12" sewer main alignment between Nielsen Avenue and the northern dead end of First Street at the intersection with Harvest Elementary Road (east-west street adjacent to the southern boundary of the development).

6. Install one (1) 4" sewer service house branch to each lot within the development in accordance with City Standards. Additionally, install sanitary sewer main services to existing parcels' property lines, not currently served, and fronting the proposed sanitary sewer main improvements.

E. <u>Water</u>

1. Identify and abandon all existing water wells per City Standards and any other governing regulations.

2. Dedicate a 10' wide easement for all onsite water mains, hydrants, blow-offs, and water meters not located in dedicated rights-of-way. Alternative easement widths may be required at the discretion of the City Engineer.

3. Connect to the nearest 12" water main available to serve the development, located at the northern dead end of First Street at the intersection with Harvest Elementary Road (east-west street adjacent to the southern boundary of the development). Connect to the water main in Harvest Elementary Road (east-west street adjacent to the southern boundary of the development) as a second point of connection. The applicant 's engineer shall be responsible for verifying the size, location, and elevations of existing improvements.

4. Install water mains of the sizes and in the locations indicated below and provide an adequately looped water system, consisting of at minimum two connection points. The

applicant 's engineer shall be responsible for verifying the size, location, and elevations of existing improvements.

a) Nielsen Avenue: 12" water main along the development and Remainder Parcel (Tentative Parcel Map 2024-01) frontage.

b) Interior Streets: Minimum of 8" water mains throughout development.

c) Mixed-use Lot: Install 8" water main within easement on the mixed-use lot (Lot 2 of TPM 2024-01) along eastern side of development, west through Outlot E, and connect to water main in Road 'F'.

5. Install water services, size as necessary, to each lot within the development in accordance with City Standards. Water services shall be grouped at property lines. Additionally, install water services to existing parcels' property lines, not currently served and fronting the proposed water main improvements.

6. Install landscape water service(s), size as necessary to each public landscape area within the development in accordance with City Standards.

7. Install one (1) water sampling station in accordance with City Standards. The location shall be determined by the City Engineer.

8. Install fire services in accordance with North Central Fire Protection District requirements and City Standards. Fire services shall include a detector check.

9. Install fire hydrants at locations approved by the North Central Fire Protection District (NCFPD). Fire hydrants and curbs shall be painted as directed by the NCFPD. Documentation of NCFPD approval of fire hydrant locations must be submitted prior to approval of the improvement plans.

10. Do not perform water service connection to the City of Kerman water system until a bacteriological report has been accepted by the City Engineer.

F. Grading and Drainage

1. Provide a temporary on-site retention basin for storm water disposal. The size and design shall be in accordance with the requirements of the City Engineer and may change based on design calculations and access requirements for maintenance. Sizing calculations shall be provided on the grading plan. The owner of the property on which the temporary basin is to be constructed shall be responsible for maintenance, unless otherwise approved via the required temporary basin covenant. The temporary basin is solely for the convenience of the development.

2. Backfill the temporary basin within ninety (90) days after notice by the City that the permanent facility is available, and the temporary basin is no longer needed. In the event the owner fails to backfill said basin, the City may cause the basin to be backfilled. A lien to cover the cost of work will be placed on the property on which the basin is located. A covenant stating these requirements shall be prepared and recorded, as a condition precedent to the recordation of the final map, on the lot on which the basin is to be located.

3. Install storm drain pipes of the sizes and in the locations indicated below. The applicant's engineer shall be responsible for verifying the size, location, and elevations of existing improvements.

    a) Interior Streets: The minimum size of storm drain pipes shall be 15" diameter. Pipe sizing shall be supported by the required H&H calculations.

    b) Avenue 'C' and Road 'C': 30" storm drain in accordance with the City's Storm Drain Master Plan.

4. Submit hydrologic and hydraulic calculations (H&H) for any proposed storm drain system and submit with the grading plan for review and approval by the City Engineer. Form of H&H calculations shall be approved by the City Engineer prior to submittal.

5. Install masonry block walls in accordance with City Standards, with a minimum height of 6 feet above finished grade on the high side, and of a design, material, and color approved by the Community Development Director at the following locations:

    a) Nielsen Avenue: along the development frontage.

    b) South Property Line: from the western limit to the eastern limit of the subdivision.

    c) East Property Line Abutting Mixed-Use Lot (Lot 2 of TPM 2024-01): from the southern limit to the northern limit of the subdivision.

6. Masonry block walls that retain more than 12" and/or are taller than 6 feet shall be designed by a registered civil engineer.

7. Show grade differentials between lots and adjacent properties and address in conformance with City Standards. Any retaining walls required shall be concrete/masonry construction. All retaining walls shall be designed by a registered civil engineer.

8. Submit a copy of Storm Water Pollution Prevention Plan with Notice of Intent, or Construction Rainfall Erosivity Waiver, if applicable, prior to issuance of Grading Permit. The City is not a designated MS4 area and is regulated under the Construction General Permit Order 2022-0057-DWQ (CGP). Comply with all requirements of the NPDES General

Permit, if applicable. Plans for these requirements shall be included in the construction plan set and shall be submitted to and approved by the City Engineer.

9. Submit a copy of the San Joaquin Valley Air Pollution Control District (SJVAPCD) Dust Control Plan or Construction Notification Form, if applicable, prior to issuance of a grading permit. The Project shall comply with all rules, regulations and conditions of approval imposed by the District. The applicant shall maintain a program of dust control to prevent air pollution as well as discomfort or damage to adjacent and surrounding properties. The applicant shall follow all requirements and recommendations made by the San Joaquin Valley Air Pollution Control District for dust and emission reduction.

G. Landscaping and Irrigation

1. Provide landscaping and irrigation as required herein. The landscaping and irrigation shall be installed in public right-of-way, easements, and all other areas reserved for public landscaping. Plans for the required landscaping and irrigation systems shall be prepared by an appropriately qualified professional and conform to the City of Kerman Standard Drawings and Specifications, Street Median Landscape Master Plan and the California Model Water Efficiency Ordinance. A preliminary landscape plan for all public areas shall be submitted to the Community Development Department for review and approval prior to submittal of construction documents. Public landscaping and irrigation shall be installed in the following locations:

   a) Nielsen Avenue: along the development frontage from back of curb to masonry wall.

   b) Outlots B, D, and E

2. Install all landscape improvements prior to final inspection of 50% of the development's building permits.

3. Request annexation to the City's Landscaping and Lighting District (LLD). The property owner acknowledges and agrees that such request serves as a petition pursuant to California State Proposition 218 and no further election will be required for the establishment of the initial assessment. The assessment for each lot must be obtained from the City for the tax year following the recordation of the final map. The property owner shall consent to the first-year assessment and annual increases per the provisions of the LLD. The property owner/applicant shall notify all potential lot buyers before they actually purchase a lot that this subdivision is a part of a LLD. Said notification shall be in a manner approved by the City. The property owner/applicant shall supply all necessary assessment diagrams and other pertinent materials for the LLD, as requested by the City.

H. Agricultural Irrigation/Surface Water Conveyance Facilities

1. Contact and comply with all requirements of the Fresno Irrigation District (FID). This may include, but not be limited to, dedicating easements, piping or relocating any existing FID canals or ditches, replacing any existing irrigation piping, concrete lining or improving any existing canals, construction or reconstruction of any canals, culverts, and bridge crossings. Plans for these requirements and improvements shall be included in the previously required set of construction plans and submitted to and approved by FID prior to the release of any development permits or recording of the final map. If an FID or private irrigation line is to be abandoned, the applicant shall provide waivers from all downstream users.

2. Identify all existing onsite agricultural irrigation systems either onsite or within public rights-of-way, whether FID or privately owned prior to any construction activity on the site. Service to all downstream users of irrigation water shall be maintained at all times through preservation of existing facilities or, if the existing facilities are required to be relocated, the relocation and replacement of the existing facilities. It is the intent that downstream users not bear any burden as a result of the development. Therefore, the applicant shall bear all costs related to modification, relocation, or repair of any existing irrigation facilities resulting from or necessitated by the development. The applicant shall identify on the construction plans all existing irrigations systems and their disposition (abandonment, repair, relocation, and or piping) for approval by the City Engineer. The applicant shall consult with the FID for any additional requirements for lines to be abandoned, relocated, or piped. The applicant shall provide waivers from all users in order to abandon or modify any irrigation systems or for any service interruptions resulting from development activities.

3. Indicate on construction drawings the depth, location and type of material of any existing FID or privately owned irrigation lines along the proposed or existing street rights-of-way or onsite. Any existing canals or ditches shall be piped. The material of the existing pipe shall be upgraded to the proper class of rubber gasket pipe at all locations unless otherwise approved by FID and the City Engineer.

Other Agency and Department Conditions

A. Caltrans

1. Madera Avenue (SR 145) and Harvest Elementary Road (east-west street along southern boundary of the development) Intersection: Complete the Intersection Safety and Operational Assessment Process (ISOAP) to evaluate proposed traffic control and design geometrics.

2. Comply with alternative transportation policies:

a) Pedestrian walkways should link this project to transit facilities, bicycle pathways, and other walkways in the surrounding area.

b) Connections to local and regional bicycle pathways should be coordinated to encourage further use of bicycles for commuter and recreational purposes.

B. Fresno Irrigation District (FID)

1. For informational purposes, Houghton West No. 94 runs westerly along the north side of Nielsen Avenue, crosses Madera Avenue (SR 145) 1,300 feet northeast of the subject property, crosses Del Norte Avenue approximately 600 feet northwest of the subject property, and crosses Siskiyou Avenue approximately 1,900 feet northwest of the subject property. For any street and/or utility improvements along Nielsen Avenue and/or Madera Avenue (SR 145), or otherwise in the vicinity of the Houghton West No. 94, FID must review and approve the improvement plans.

2. For informational purposes, FID's Whitmore runs southwesterly approximately 250 feet northeast of the subject property. For any street and/or utility improvements in the vicinity of this pipeline, FID must review and approve the improvement plans.

3. For informational purposes, a private pipeline known as the Whitmore No. 346 runs southwesterly traversing the subject property. FID does not own, operate, or maintain this pipeline. FID's records indicate this line is active and shall need to be treated as such. FID can supply a list of known users upon request to obtain consent to abandon/remove the subject pipeline within the subject property.

C. Fresno Local Agency Formation Commission (LAFCo)

1. The applicant will be required to submit the appropriate application materials including fees to LAFCo for reorganization. These materials are enumerated on LAFCo's website (www.fresnolafco.org) through the Applications and Documents tab under "Items Necessary for a Complete Application". The current fee schedule for changes of organization/reorganization (annexation) of 21-40 acres is $9,600.

2. Annexation of full rights of way contiguous to parcel boundaries should be presumed in the reorganization's legal description and map.

D. Kerman Unified School District (KUSD)

1. Pay applicable school fees at the rate in affect at the time of collection. School fees shall be paid prior to issuance of building permits and proof of such payment shall be submitted to the City of Kerman Building Division.

E. Mid Valley Disposal

1. Each single-family unit shall require three (3) carts, which must be stored in the garage or elsewhere on the property until service day.

F. North Central Fire Protection District (NCFPD)

1. The project shall comply with the requirements of the North Central Fire Protection District Operational Policy 403.002.

2. Provide all weather access to the development prior to the delivery of combustible material to the site and maintain during all phases of construction to the satisfaction of NCFPD. Alternative or phased fire access requires prior approval by NCFPD.

G. PG&E

1. The final map shall contain a statement setting forth dedications and offers to dedicate interests in real property for public utility purposes. If the offer of dedication has terminated, or the City declines to accept it, the applicant/developer may be required to provide an easement in gross satisfactory to PG&E. The following language is recommended to be expressly stated for the offer to dedicate Public Utility Easements (PUEs):
I/We the undersigned, as Owner(s) of the land shown hereon, do hereby state that I/we am/are the only person(s) whose consent is necessary to pass clear title to said land and do hereby consent to the preparation and recordation of this map and offer for dedication and do hereby dedicate for public uses the Public Utility Easements (PUEs) shown on this map for public utility purposes including electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and to cut down and clear away or otherwise control any trees or brush. The PUEs hereby offered for dedication are to be kept open and free of buildings, structures and wells of any kind.

H. San Joaquin Valley Air Pollution Control District (SJVAPCD)

1. Prior to issuance of grading permits or commencement of construction activities, whichever comes first, the applicant/developer shall provide the City with evidence from the San Joaquin Valley Air Pollution Control District of an approved Dust Control Plan or Construction Notification form under Regulation VIII – Fugitive Dust PM10 Prohibitions. The development may be subject to other rules including, but not limited to, Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities), Rule 4601 (Architectural Coatings), and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations). The developer will be required to carry out measures of applicable SJVAPCD Rules and Regulations as noted in their comment letter dated March 26, 2024.

Attachment 'K'

RESOLUTION NO. 25-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN INITIATING ANNEXATION OF TWO (2) PARCELS IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS (APNS) 020-120-06 (19.82 ACRES) AND 020-120-03S (20 ACRES), TOTALING APPROXIMATELY 40 ACRES LOCATED ON THE SOUTH SIDE OF WEST NIELSEN AVENUE BETWEEN NORTH MADERA AVENUE AND NORTH DEL NORTE AVENUE (ANNEXATION 2023-03)

WHEREAS, the City of Kerman desires to initiate proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code; and

WHEREAS, Government Code section 56654 provides that "[a] proposal for a change of organization or a reorganization may be made by the adoption of a resolution of application by the legislative body of an affected local agency . . . [;]" and

WHEREAS, the specific changes of organization requested consists of an annexation into the City of Kerman and detachment from the County of Fresno and the Kings River Conservation District of the parcels identified as APNs 020-120-06 and 020-120-03S ("project site"); and

WHEREAS**,** a map of the boundaries of the territory is set forth in **Exhibit '1'** attached hereto and by this reference incorporated herein; and

WHEREAS, the affected territory proposed to be changed is inhabited, and on this day contains 5 registered voters, according to information received from the County Elections Office; and

WHEREAS, the proposed annexation area is inside the Sphere of Influence of the City of Kerman; and

WHEREAS, the City has an agreement with the County of Fresno to comply with Revenue and Tax Code Section 99 regarding property tax revenue transfer upon annexation, which memorandum of understanding includes standards of annexations; and

WHEREAS**,** the City does not propose any specific term and conditions for the proposed reorganization; and

WHEREAS, the reasons for this proposed annexation is to facilitate future residential and commercial development; and

WHEREAS, approval of the project would require approval of General Plan Amendment 2023-02, Rezone 2023-03, Tentative Parcel Map 2024-01, Tentative Subdivision Map 2023-03, and Annexation 2023-03; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, and Tentative Subdivision Map, and has

prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project and the project is in compliance with CEQA; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission completed its review of the Staff Report and documents submitted for the proposed project at a special meeting on September 22, 2025, and adopted a resolution with a recommendation to the City Council to initiate Annexation 2023-03; and

WHEREAS, all prerequisites for the initiation of proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, have been met; and

WHEREAS, after due consideration of all the items before it, the City Council now desires to adopt this Resolution to initiate annexation proceedings for the affected territory as set forth in **Exhibit '1'**.

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

1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. CEQA. The City Council concurrently certified the IS/MND (SCH No. 2025060904) for the project. The IS/MND identified the annexation of the project site. The annexation does not change the environmental assessment of the IS/MND. Further, the City Council certified the IS/MND for this project. The City Council further finds that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the recommendation for certification that the project will have significant effect not discussed in the IS/MND. As such, the City Council finds Annexation 2023-03 has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.

3. General Plan Consistency. The City Council finds that the annexation is consistent with the goals, objectives, and policies of the City of Kerman 2040 General Plan, as amended by General Plan Amendment 2023-02. In this regard, the City Council finds that public necessity, convenience, general welfare, or good zoning practices justify annexation of the project site. Specifically, the annexation and pre-zoning change is consistent with the General Plan goals and policies, any operative plan, or adopted policy including LU-3.2 Urban Form; LU-3.3 Prevent Sprawl Development; and LU-3.4 Leapfrog Development as described below and implements the planned residential and commercial land uses for the project site.

a. General Plan Policy LU-3.2 Urban Form: The project site is outside City limits but is within the City's Sphere of Influence. The project requires annexation and therefore would result in a change in City limits. The project as proposed would meet the considerations of General Plan Policy LU-3.2 Urban Form. Specifically, the project would facilitate future residential units which would help meet the city's residential housing needs such as affordable housing or a desire for a wider and more diverse range of housing. The project would also facilitate open space (Outlot C) and recreational facilities (pedestrian trail) meeting several community needs. The project would not result in obstacles to growth because future development would be able to connect to City services. The project would also result in infrastructure improvements, including roadway and circulation improvements. Lastly, the project would facilitate future commercial uses through mixed-uses which would serve the city's economic development needs. Lastly, the project would facilitate future commercial uses which would serve the city's economic development needs. Based on these considerations, the project as proposed maintains growth management controls and is consistent with General Plan Policy LU-3.2.

b. General Plan Policy LU-3.3 Prevent Sprawl Development: The project site is contiguous to existing and approved development within City Limits. Thus, the project does not encourage sprawl and is therefore consistent with General Plan Policy LU-3-3.

c. General Plan Policy LU-3.4 Leapfrog Development: The project site is contiguous to existing urban development and thus would not constitute leapfrog development.

4. Findings for Annexation. The City Council finds, as follows:

a. The proposed annexation is within the City's adopted Sphere of Influence. The project site is outside City limits but is within the City's Sphere of Influence. The project requires annexation and therefore would result in a change in City limits. The project as proposed would meet the considerations of General Plan Policy LU-3.2 Urban Form, which sets the City's growth management control measures. Specifically, the project would facilitate future residential units which would help meet the city's residential housing needs such as affordable housing or a desire for a wider and more diverse range of housing. The project would also facilitate open space (Outlot C) meeting community needs. The project would not result in obstacles to growth because future development would be able to connect to City services. The project would also result in infrastructure improvements, including roadway and circulation improvements. Lastly, the project would facilitate future commercial uses through mixed-use development which would serve the city's economic development needs. Based on these considerations, the project as proposed maintains growth management controls and is consistent with General Plan Policy LU-3.2.

b. The proposal must be consistent with city general and specific plans, including adopted goals and policies. The project would facilitate future residential and commercial

development within an area with existing and planned residential, commercial, recreational, and public institutional uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with General Plan Policies LU-1.4 (Limit Residential Development Along Highways), LU-1.6 (Agricultural Buffers), LU-3.2 (Urban Form), LU-3.3 (Prevent Sprawl Development), LU-3.4 (Leapfrog Development), LU-4.5 (Right-to-Farm Disclosure), and LU-5.4 (New Incompatible Land Uses). There are no specific plans applicable to the proposed project.

c. Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project. It was determined that all impacts were either less than significant or could be mitigated to a less than significant level.

d. At least 25% of the area proposed for annexation has an approved tentative subdivision map(s) (single-family residential) and an approved site plan (for uses besides single-family). The proposed annexation would meet this condition whereby at least 25% of the proposed annexation area will include an approved tentative map for single-family use.

e. The annexation is to fulfill the city's Regional Housing Needs Allocation (RHNA) obligation which otherwise cannot be accommodated on lands currently within the city's incorporated boundary. The project would facilitate future residential uses which would assist the City with fulfilling the city's RHNA obligation within the City's 6th Cycle Housing Element Update.

f. The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries. The proposed annexation area would not create islands. New boundaries would not create any peninsulas or corridors.

5. Approval of Initiation of Reorganization. Based on the information provided above, the City Council of the City of Kerman approves a resolution to initiate annexation and reorganization of the project site that is not within the City limits, by adopting a resolution of application requesting the Local Agency Formation Commission of Fresno County to initiate proceedings for the change of organization of territory as described in Exhibit '1', in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The City Council authorizes and directs the City Manager to take all necessary steps to effectuate and initiate such reorganization

proceedings, and to support Developer's processing of the same at Developer's sole cost and expense.

6. Effective Date of Resolution. This Resolution shall become effective immediately after the City Council approves of Rezone 2023-03 and said ordinance adopting the same then becomes effective. If said ordinance does not become effective within 65 days of the adoption of this Resolution, or the ordinance is not otherwise adopted by the City Council, then Annexation 2023-03 shall be returned to the City Council for further consideration and a final decision.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 12th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

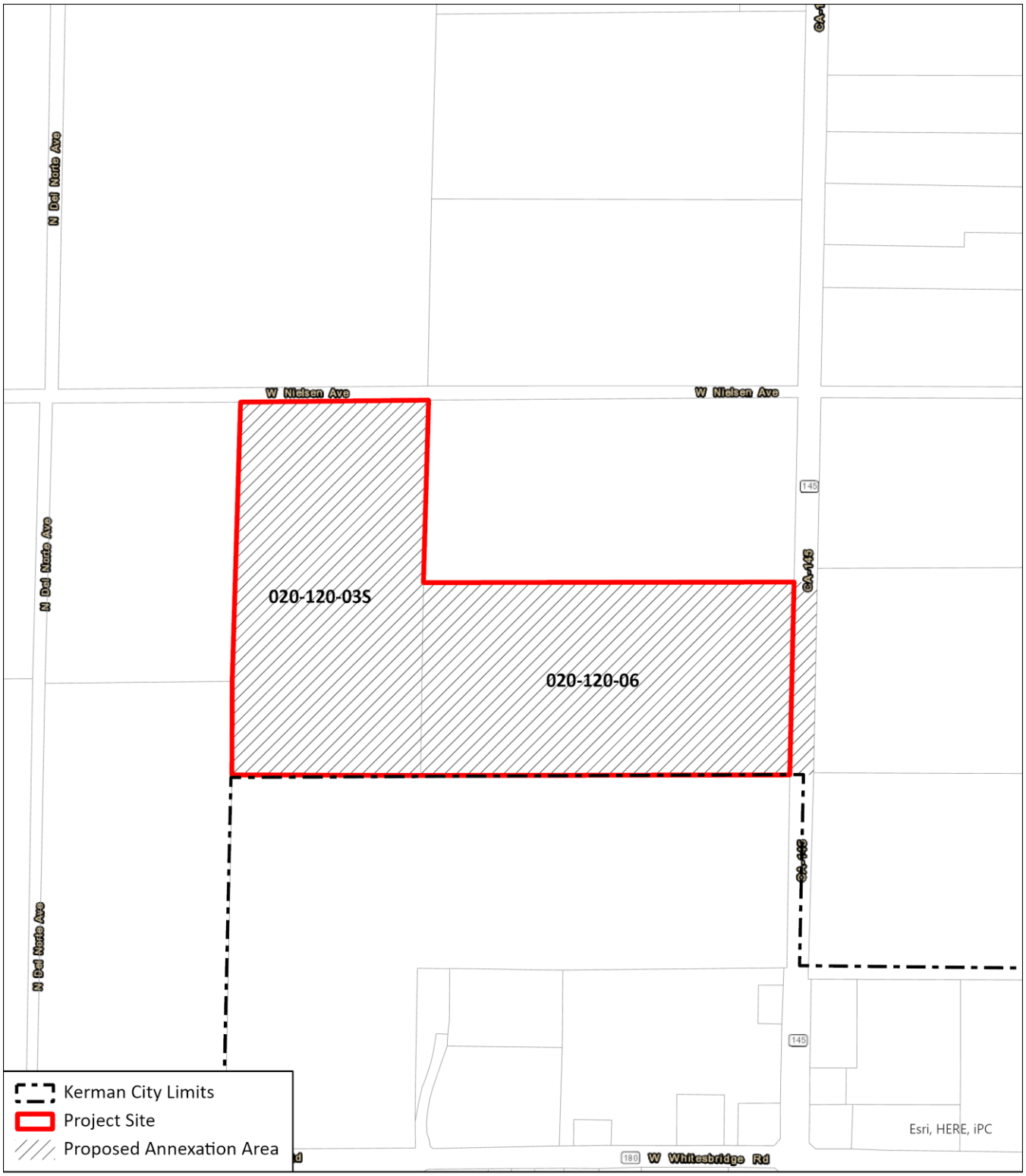
Attest:

_____
Josie Camacho
City Clerk

Exhibit '1': Annexation 2023-03

Exhibit '1'

Annexation 2023-03



CITY OF KERMAN - GILL ORCHARDS ESTATES

California Department of Transportation
DISTRICT 6 OFFICE
1352 WEST OLIVE AVENUE | P.O. BOX 12616 | FRESNO, CA 93778-2616
(559) 981-7284 | FAX (559) 488-4195 | TTY 711
www.dot.ca.gov

March 6, 2024

FRE-180-42.292
Gill Orchard Estates Project
GTS #: https://ld-igr-gts.dot.ca.gov/district/6/report/32046

SENT VIA EMAIL

Mr. Manuel Campos, Assistant Planner
City of Kerman
850 S. Madera Avenue
Kerman, CA 93630
mcampos@cityofkerman.org

Dear Mr. Campos:

Caltrans has completed the review of the application which proposes Tentative Subdivision Map to construct 179 single-family lots (6.43 dwelling units per acre) on 27.85 acres of the site that range in size from 3,690 square feet (sq. ft.) to 6,729 sq. ft., in addition to four (4) out lots.

The project site is located on the southwest corner section of State Route (SR) 145 (North Madera Avenue) and West Nielsen Avenue, in Kerman, CA 93630.

The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. The Local Development Review (LDR) process reviews land use projects and plans through the lenses of our mission and state planning priorities of infill, conservation, and travel-efficient development. To ensure a safe and efficient transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multimodal transportation network.

Caltrans provides the following comments consistent with the State's smart mobility goals that support a vibrant economy and sustainable communities:

1. Access to the site is proposed via Nielsen Avenue. Driveway access for this development via SR 145 (Madera Avenue) shall not be permitted. **It is recommended that a second point of access to the subdivision be taken from Del Norte Avenue.**

2. **A transportation Impact report (TIS), prepared by a traffic consultant is**

recommended and should include a safety analysis as described by the Caltrans Local Development Review (LDR) Safety Review Practitioners Guidance. A VMT analysis should also be included in the TIS per the Vehicle Miles Traveled-Focused, Transportation Impact Study Guide, dated May 20, 2020. The TIS scope should be submitted for review to Caltrans prior to the commencement of the study. If a local agency does not require a TIS, a safety analysis would need to be completed independently, at minimum a trip generation and trip distribution should be provided to identify intersections to be analyzed.

3. Alternative transportation policies should be applied to the development. An assessment of multi-modal facilities should be conducted to develop an integrated multi-modal transportation system to serve and help alleviate traffic congestion caused by the project and related development in this area of the City. The assessment should include the following:

    a. Pedestrian walkways should link this Project to transit facilities, bicycle pathways and other walkways in the surrounding area.

    b. Coordinating connections to local and regional bicycle pathways should be done to encourage further the use of bicycles for commuter and recreational purposes.

    c. Transit service and bus stop accommodations should be extended to within ¼-mile of the Project site.

4. Caltrans **recommends** that the Project implement "smart growth" principles regarding parking solutions, providing alternative transportation choices to residents. Alternative transportation choices may include but are not limited to parking for carpools/vanpools, car-share and/or ride-share programs.

5. Based on Caltrans Vehicle Miles Traveled (VMT)-Focused Transportation Impact Study Guide, dated May 20, 2020, and effective as of July 1, 2020, Caltrans seeks to reduce single occupancy vehicle trips, provide a safe transportation system, reduce per capita VMT, increase accessibility to destinations via cycling, walking, carpooling, transit and reduce greenhouse gas (GHG) emissions. Caltrans recommends that the project proponent continue to work with the City to implement further improvements to reduce VMT and offer a variety of transportation modes for its employees.

If you have any other questions, please call or email: Keyomi Jones, Transportation Planner at (559) 981-7284 or keyomi.jones@dot.ca.gov.

Sincerely,

Mr. Dave Padilla, Branch Chief,
Transportation Planning – North

California Department of Transportation
DISTRICT 6 OFFICE
1352 WEST OLIVE AVENUE | P.O. BOX 12616 | FRESNO, CA 93778-2616
(559) 981-7284 | FAX (559) 488-4195 | TTY 711
www.dot.ca.gov

March 27, 2025

FRE-180-42.292
Gill Orchard Estates Project
GTS #: https://ld-igr-gts.dot.ca.gov/district/6/report/32046

SENT VIA EMAIL

Mr. Manuel Campos, Assistant Planner
City of Kerman
850 S. Madera Avenue
Kerman, CA 93630
mcampos@cityofkerman.org

Dear Mr. Campos:

Caltrans has completed the review of the application which proposes Tentative Subdivision Map to construct 179 single-family lots (6.43 dwelling units per acre) on 27.85 acres of the site that range in size from 3,690 square feet (sq. ft.) to 6,729 sq. ft., in addition to four (4) out lots.

The project site is located on the southwest corner section of State Route (SR) 145 (North Madera Avenue) and West Nielsen Avenue, in Kerman, CA 93630.

The mission of Caltrans is to provide a safe and reliable transportation network that serves all people and respects the environment. The Local Development Review (LDR) process reviews land use projects and plans through the lenses of our mission and state planning priorities of infill, conservation, and travel-efficient development. To ensure a safe and efficient transportation system, we encourage early consultation and coordination with local jurisdictions and project proponents on all development projects that utilize the multimodal transportation network.

Caltrans provides the following comments consistent with the State's smart mobility goals that support a vibrant economy and sustainable communities:

1. The SR 145 / Harvest Elementary Road, Near Term plus Project intersection improvement to "Restripe the southbound right-turn lane to a southbound through-right lane along the Project's frontage," proposed by the TIA, is not recommended.

Given the high speeds along SR 145, the future presence of school children and other pedestrians, and the satisfaction of the peak hour signal warrant, improved intersection traffic control is recommended. The Intersection Safety and Operational Assessment Process (ISOAP) is required to evaluate proposed traffic control and design geometrics for intersections and other access improvements proposed on the State Highway System.

ISOAP refers to a data-driven, performance-based framework incorporating the Safe System Approach to screen intersection strategies and identify optimal solutions for new or improved intersections that considers all users.

2. Frontage improvements (lane configuration, shoulder, curb, gutter, sidewalk, roadway lighting, etc.) along this portion of State Route 145 should match the roadway proposed configuration directly to the south, to be completed by Caltrans oversight project 06-1E060 (Contact Caltrans Project Manager, Ilda Thanes, 559.944.7894).

3. The Caltrans Madera Avenue Capital Preventative Maintenance (CAPM) project includes this portion of State Route 145. Coordination with this project may be needed (Contact C0altrans Project Manager, Ronnie Kier 559.341.6971).

If you have any other questions, please call or email: Keyomi Jones, Transportation Planner at (559) 981-7284 or keyomi.jones@dot.ca.gov.

Sincerely,

Mr. Dave Padilla, Branch Chief,
Local Development Review Branch

CC: Matt Arndt, marndt@jlbtraffic.com

2907 S. Maple Avenue
Fresno, California 93725-2208
Telephone: (559) 233-7161
Fax: (559) 233-8227

CONVEYANCE. COMMITMENT. CUSTOMER SERVICE.

March 22, 2024

Jesus Orozco
City of Kerman
Planning & Development Department
850 S. Madera Avenue
Kerman, CA 93630

RE: Tentative Subdivision Map Application No. TSM 2023-03
S/W Nielsen and Madera avenues

Dear Mr. Orozco:

The Fresno Irrigation District (FID) has reviewed the proposed Development Application for Gill Orchards Project located southwest of Nielsen and Madera avenues proposing to develop 40-acres into Commercial and Medium-Density Residential, APNs: 020-120-03S and 020-120-06. This is being reviewed concurrently with Annexation Application No. ANX 2023-03, General Plan Amendment GPA 2023-02, Pre-zone Application No. REZ 2023-03, and CEQA Application No. ENV 2023-04. FID has the following comments:

1. FID does not own, operate or maintain any facilities located on the subject property, as shown on the attached FID exhibit map.

2. The City of Kerman has a Surface Water supply agreement with FID, entered into on June 7, 2022. The proposed area is within the sphere of influence at the time of execution of the agreement and is included in the area allocated the water supply.

3. For informational purposes, Houghton West No. 94 runs westerly along the north side of Nielsen Avenue, crosses Madera Avenue(SR145) 1,300 feet northeast of the subject property, crosses Del Norte Avenue approximately 600 feet northwest of the subject property, and crosses Siskiyou Avenue approximately 1,900 feet northwest of the subject property as shown on the attached FID exhibit map. Should this project include any street and/or utility improvements along Nielsen Avenue, Madera Avenue (SR145), Del Norte Avenue, Siskiyou Avenue, or in the vicinity of this canal, FID requires it review and approve all plans.

BOARD OF DIRECTORS
President RYAN JACOBSEN Vice-President JERRY PRIETO, JR. CHRISTOPHER WOO
GEORGE PORTER GREGORY BEBERIAN General Manager BILL STRETCH

4. For informational purposes, FID's Siskiyou Lateral No. 146 runs southwesterly, crosses Nielsen Avenue approximately 1,900 feet northwest of the subject property, as shown on the attached FID exhibit map. Should this project include any street and/or utility improvements along Nielsen Avenue, or in the vicinity of this canal, FID requires it review and approve all plans.

5. For informational purposes, FID's Towne No. 95 runs southwesterly, and crosses Whitesbridge Avenue approximately 2,400 feet southeast of the subject property, as shown on the attached FID exhibit map. Should this project include any street and/or utility improvements along Nielsen Avenue, or in the vicinity of this canal, FID requires it review and approve all plans.

6. For informational purposes, FID's Whitmore runs southwesterly approximately 250 feet northeast of the subject property, as shown on the attached FID exhibit map. Should this project include any street and/or utility improvements in the vicinity of this pipeline, FID requires it review and approve all plans.

7. For informational purposes, a private facility known as the Whitmore No. 346 runs southwesterly traverses the subject property, as shown on the attached FID exhibit map. FID does not own, operate or maintain this private pipeline. FID's records indicate this this line is active and shall need to be treated as such. FID can supply the City with a list of known users upon request.

8. FID is concerned that the proposed development may negatively impact local groundwater supplies. The area was historically agricultural land and a significant portion of its water supply was imported surface water, supplemented by groundwater pumping. Under current circumstances the project area is experiencing a modest but continuing groundwater overdraft. Should the proposed development result in a conversion from imported surface water to groundwater, this deficit will increase. FID recommends the City of Kerman require the proposed development balance anticipated groundwater use with sufficient recharge of imported surface water in order to preclude increasing the area's existing groundwater overdraft problem.

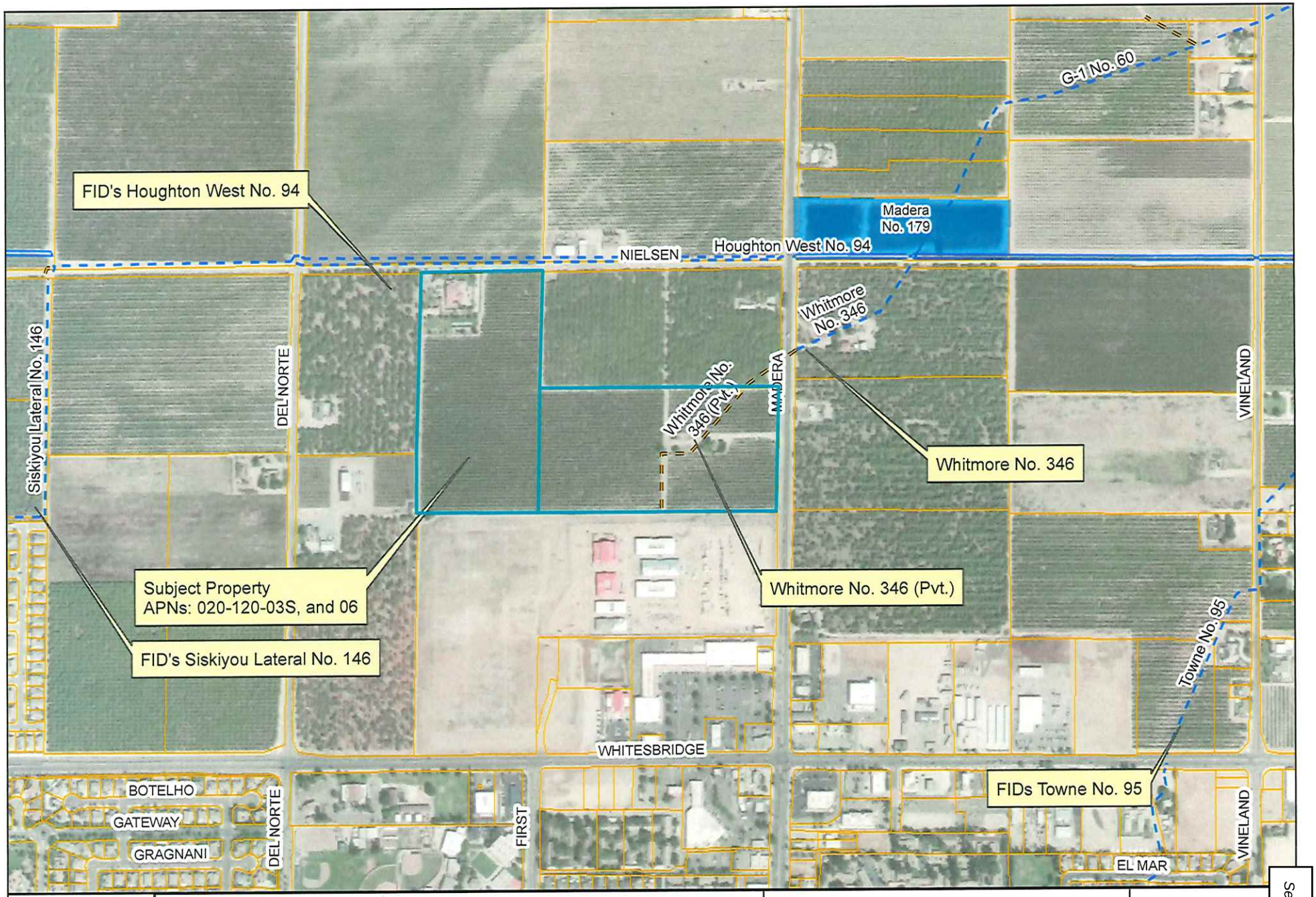
9. California enacted landmark legislation in 2014 known as the Sustainable Groundwater Management Act (SGMA). The act requires the formation of local groundwater sustainability agencies (GSAs) that must assess conditions in their local water basins and adopt locally-based management plans. FID and the City of Kerman are members of the North Kings Groundwater Sustainability Agency which will manage the groundwater basin within the FID service area. This area is completely reliant on groundwater pumping and SGMA will impact all users of groundwater and those who rely on it. The City of Kerman should consider the impacts of the development on the City's ability to comply with requirements of SGMA.

Thank you for submitting this for our review. We appreciate the opportunity to review and comment on the subject documents for the proposed project. If you have any questions, please feel free to contact Jeremy Landrith at (559) 233-7161 extension 7407 or jlandrith@fresnoirrigation.com.

Sincerely,

Laurence Kimura, P.E.
Chief Engineer

Attachment



FRESNO IRRIGATION DISTRICT

Legend

- FID Canal
- Private Canal
- Abandoned Canal
- FID Pipeline
- Private Pipeline
- Abandoned Pipeline
- Stream Group
- Other-Creek\River
- Other-Pipeline
- FID Boundary
- Railroad
- Streets & Hwys
- Parcel
- FMFCD Acquired Basins
- FMFCD Proposed Basins

This map was produced by the Fresno Irrigation District and is provided for reference and informational purposes only and is not intended to show map scale accuracy or all inclusive map features, nor for legal purposes. FID makes no statements regarding the accuracy of this map as the features shown are in their approximate location. Please contact the FID Engineering Dept. at (559) 233-7161 for further information on FID facilities.

Path: G:\Fidgis\20240220 FID Master.mxd
Spatial Reference
Name: NAD 1983 StatePlane California IV FIPS 0404

0 330 6
Feet
1 inch = 666.67 feet

Jeremy Landrith

From: Manuel Campos <mcampos@cityofkerman.org>
Sent: Friday, February 23, 2024 4:03 PM
To: HLuna@fresnocountyca.gov; Theresa Johnson; Jesus Gonzalez; Michael Barajas; Laurence Kimura; Engineering Review; Jodi Ward; Rhonda Armstrong- Sebastian; kraig.magnussen@kermanusd.com; Jennifer Sagariballa; jayfowler@midvalleydisposal.com; jacob.mcafee@northcentralfire.org; CEQA - SJVAPCB-valley air-CEQA permitreview; Cecilia Belmontes; Wil Barcoma (FCLE); pgeplanreview@pge.com; bjimenez@fresnocountyca.gov; Spaunhurst, Brian; Lara, Juan; Bonique Emerson; Jenna Chilingerian; Jonathon Kutka; Steve Wilkins (FCLE); Isla, Nicholas@DOT; Padilla, Dave@DOT; Munique Cubillos (FCLE)
Subject: City of Kerman Project Distribution - Gill Orchard Estates
Attachments: Gill Orchard Estates - Comment Letter.pdf; Attachment 'B'.pdf; Attachment 'A'.pdf

You don't often get email from mcampos@cityofkerman.org. Learn why this is important

Dear Stakeholder,

Please find attached a summary of a Development Application for a project referred to as Gill Orchard Estates located approximately 2,000' from the northwest corner of W. Whitesbridge Rd. and Madera Ave. in Kerman, CA 93630.

Please provide comments or questions on or before **March 22, 2024.**

An Initial Study compliant with CEQA guidelines will be distributed for public review and comments separately.

Stakeholders List

- City of Kerman (internal depts.)
- North Central Fire Prevention District
- Kerman Unified School District
- Mid Valley Disposal
- Fresno Irrigation District
- Fresno County Public Works/Planning
- Fresno LAFCo
- Sebastian Corp
- Caltrans District 6
- SJVAPCD
- PG&E

Respectfully,

Manuel Campos | Assistant Planner
City of Kerman | Community Development Department
p. (559) 846.9384 ext. 316 | f. (559) 846.6199
850 S. Madera Ave. Kerman, CA 93630
mcampos@cityofkerman.org
www.cityofkerman.net

City of Kerman
Community Development Department
Building · Engineering · Planning · Code Compliance & Enforcement

850 S. Madera Avenue, Kerman, CA 93630
Office: (559) 846-9386 Fax: (559) 846-9348
www.cityofkerman.net

February 23, 2024

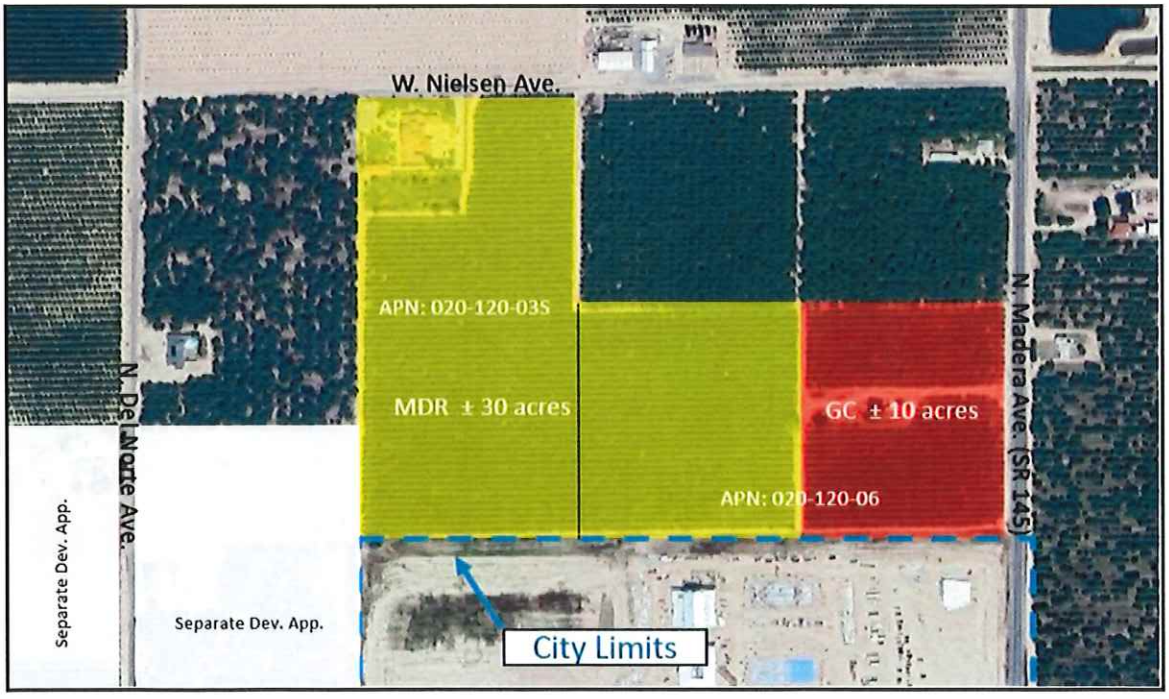
RE: Project Distribution and Request for Comments for a Development Application related to the development of a Project referred to as the Gill Orchard Estates

Dear Stakeholder:

Please accept this Project distribution as a formal invitation to provide comments related to a Project proposal referred to as Gill Orchard Estates located on the southwest corner section of North Madera Avenue and West Nielsen Avenue, in Kerman, CA 93630. Below are details of the Project proposal.

A. **Site Information**

Site Address	15319 W. Nielsen Ave.
APN	020-120-03S and 020-120-06
Size	±40 acres (gross)
Current General Plan Land Use Designation	Medium-density residential (MDR) and General Commercial (GC)
Zone District	AL-20 – Limited Agricultural and AE20 – Exclusive Agricultural (Fresno County)



B. Annexation (ANX 2023-03)

Annexation of APNs: 020-120-03S (15139 W. Nielsen Ave.) and 020-120-06 encompassing approximately 40 acres is being considered. This annexation request is consistent with the 2040 General Plan goals and policies (LU-3), and the City/County MOU agreed to and entered into in 2021. Development of the Project entails the review and processing of entitlements listed C through F below.

C. General Plan Amendment (GPA 2023-02)

The proposed General Plan Amendment is to change the land use designation of APN: 020-120-06 from approximately 10 acres of an existing General Commercial (GC) land use designation to Mixed Use (MU). GPA 2023-02 also proposes to change the land designation of APN: 020-120-03S from approximately 2.04 acres of an existing Medium Density Residential (MDR) land use designation to Very Low Density Residential (VLDR).

D. Pre-zone (REZ 2023-03)

The proposed pre-zoning will be consistent with the amended underlying General Plan land use designations. Currently, the parcels have a county zoning of AL20 – Limited Agricultural and AE20 – Exclusive Agricultural. Rez 2023-03 is a proposal to amend the current county zoning to the following City of Kerman zone districts: Smart Development Residential (SDR-3.5), Rural Residential (RR), and Mixed Use (MU). These zone districts are consistent with the proposed General Plan land use designations mentioned above.

E. Tentative Subdivision Map (TSM 2023-03) & Tentative Parcel Map (TPM 2024-01)

TSM 2023-03 would facilitate the subdivision of the Project site into 179 single-family lots (6.43 dwelling units per acre) on 27.85 acres of the site that range in size from 3,690 square feet (sq. ft.) to 6,729 sq. ft., in addition to four (4) outlots. Outlot A, 6,862 sq. ft., and Outlot B, 5,040 sq. ft., are proposed along the south of the subdivision for landscaping purposes. Outlot C, 66,926 sq. ft., is proposed in the center of the subdivision as a stormwater basin and open space. Outlot D, 2,194 sq. ft., is proposed as a 25-foot wide trail/open space. The Project also proposes an internal network of local streets and sidewalks with one (1) point of ingress/egress to Nielsen Avenue, one (1) point of ingress/egress to the northern property (APN 020-120-11), two (2) points of ingress/egress to the west, and one (1) point of ingress/egress to the south of the Project site. TPM 2024-01 would split the Project site into two (2) parcels with one (1) remainder parcel, including a 2.39-acre portion on the northwest corner with an existing single-family residence as a remainder parcel, a 27.85-acre parcel of the center portion that would accommodate TSM 2023-03, and an 8.9-acre parcel on the east portion of APN 020-120-06 with no development proposed at this time. Please see Attachments 'A' and 'B' to view TSM 2023-03 and TPM 2024-01.

F. CEQA (ENV 2023-04)

The project will require an Environmental Impact Report (EIR) to comply with the California Environmental Quality Act (CEQA). Based on a preliminary assessment of the project site, the project description, and cross-referencing similar projects, the scope of the work has been compiled and included herein. It is summarized as follows:

- ☐ Preparation of Initial Study and ND or MND
- ☐ Technical Studies and Analysis:
  - Acoustical Analysis
  - Air Quality, Health Risk, GHG, Energy Analysis
  - Biological Resource Assessment
  - California Historical Resources Information System
  - Phase I Environmental Site Assessment
  - Traffic Impact Analysis
  - VMT Analysis

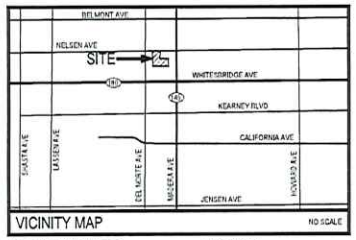
Your cooperation in this matter is greatly appreciated. Should you have any questions, please feel free to contact me at (559) 846-9384 ext. 316 or email me at mcampos@cityofkerman.org.

Sincerely,



Manuel Campos
Assistant Planner

VESTING TENTATIVE TRACT MAP NO. 6465
FOR THE ORCHARDS AT GILL ESTATES
PREPARED JANUARY 2024



VICINITY MAP NO SCALE

OWNER/SUBDIVIDER
JAGROOP S. GILL QUALIFIED PERSONAL RESIDENCE TRUST & RUPINDER K. GILL QUALIFIED PERSONAL RESIDENCE TRUST
1100 MADERA AVENUE
MADERA, CA 93637
(559) 906-6065

CIVIL DESIGN CONSULTANT
MORTON & PITALO, INC.
7643 N. INGHAM AVE., STE 105
FRESNO, CA 93711
(559) 652-4505

APPLICANT
LIFETIME COMMUNITIES
920 HIGGINS DRIVE, SUITE 130
ROSEVILLE, CA 95678
916-749-0967

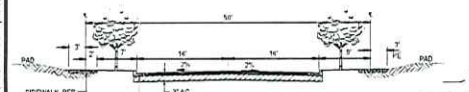
APNs
020-120-035 & 020-120-06

ZONING
CURRENT: AE20 & AL20 (COUNTY OF FRESNO)
PROPOSED: RURAL RESIDENTIAL (RR-43), SMART DEVELOPMENT RESIDENTIAL 3.5 (SD-R-3.5) & MIXED USE (MU)

GENERAL PLAN / LAND USE PLAN
CURRENT: MEDIUM DENSITY RESIDENTIAL (MDR) & GENERAL COMMERCIAL (GC)
PROPOSED: MEDIUM DENSITY RESIDENTIAL (MDR) & MIXED USE (MU)

GENERAL NOTES
1. PROJECT DENSITY = 4.76 UNIT/ACRE
2. THE TRACT IS NOT WITHIN 200' OF ANY RAILROAD.
3. LOT 181 IS TO BE SUBDIVIDED IN THE FUTURE.
4. ABANDON ALL WELL AND SEPTIC TANKS TO COUNTY STANDARDS.
5. NO IRRIGATION CANAL IS ON SITE.
6. THIS AREA IS NOT SUBJECT TO FLOOD INUNDATION.
7. PROPOSED WATER AND SEWER SERVICE TO BE PART OF CITY OF KERMAN, THEN CITY OF KERMAN STANDARDS.
8. ALL IMPROVEMENTS SHALL BE AS REQUIRED BY THE CITY OF KERMAN AND BUILT TO CITY STANDARDS AND SHALL INCLUDE SANITARY SEWER, DOMESTIC WATER, UNDERGROUND POWER, TELEPHONE, GAS, CONCRETE CURBS, GUTTERS, SIDEWALKS, PERMANENT STREET PAVEMENT, STREET LIGHTS, ETC. ON-SITE STREETS WILL BE PUBLIC AND AS APPROVED BY THE CITY OF KERMAN.
9. THIS PROJECT WILL HAVE CC&Rs PROTECTIVE COVENANTS TO BE RECORDED AT FINAL MAP.
10. THERE ARE NO EXISTING WATER COURSE OR IRRIGATION DITCHES ON PROPERTY.
11. THERE ARE NO EXISTING EASEMENTS.

LANDSCAPE PLANS
1. ALL PLANTING SHALL BE IN ACCORDANCE TO THE CITY OF KERMAN STANDARD SPECIFICATIONS, SECTION 29 AND AS DIRECTED BY THE ENGINEER.
2. PLANTING LEGEND WITH SYMBOL, SIZE (GALLONS), BOTANICAL, VARIETY (IF ANY), COMMON NAME, AND COMMENTS INCLUDED ON EACH SHEET. A SEPARATE PLANTING SCHEDULE FOR THE ENTIRE PROJECT SHOWING TOTAL QUANTITY OF EACH PROPOSED SPECIES AND THE TOTAL SQUARE FOOTAGE OF SHRUB, TURF AND SIDEWALK AREA SHALL BE LOCATED ON THE COVER SHEET.
3. INCLUDE TYPICAL PLANTING DETAILS FOR TREES, SHRUBS AND VINES, AND GROUNDCOVERS ON DETAIL SHEET.
4. PROVIDE REQUIRED PLANTING NOTES AS THEY APPLY FOR EACH PROJECT.
5. CROSS-SECTION DETAILS OF LANDSCAPED AREA WITH DIMENSIONS AND SLOPE INDICATED FOR ALL BUFFERS, MEDIAN ISLANDS AND MULTI-PURPOSE TRAILS.

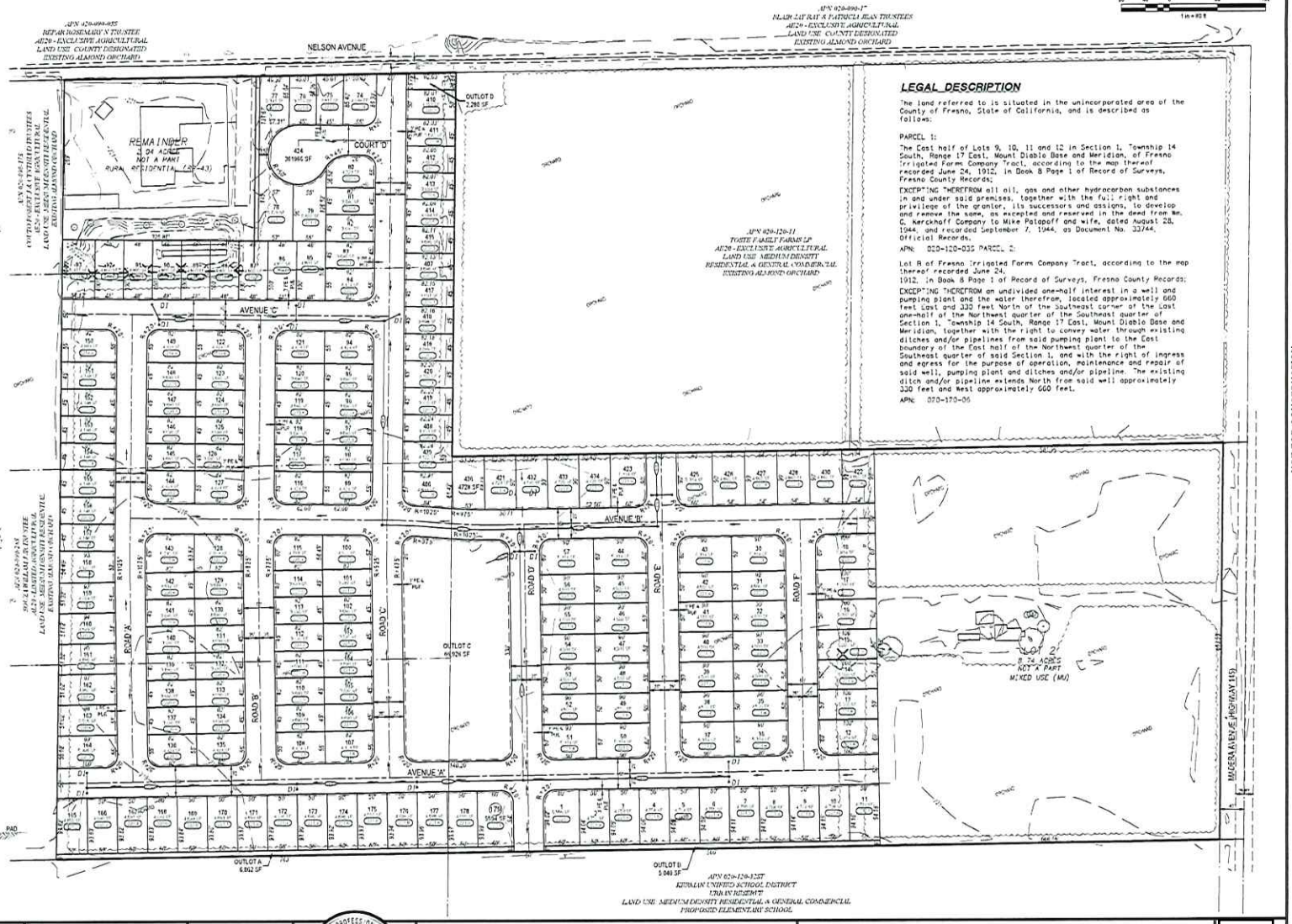


A PUBLIC STREET WITH SIDEWALK
50' R/W (T.I.=5.0) NTS

OUTLOT DESIGNATIONS
OUTLOT A - FOR PUBLIC LANDSCAPING PURPOSES
OUTLOT B - FOR PUBLIC LANDSCAPING PURPOSES
OUTLOT C - FOR PUBLIC DRAINAGE PURPOSES
OUTLOT D - FOR PUBLIC LANDSCAPING PURPOSES

GRAPHIC SCALE
80 40 0 80 160
1 in = 80 ft

LEGEND
—— DIRECTION OF WATER FLOW
DRAINAGE MANHOLE
DI —— DRAIN INLET
(E) —— EXISTING
EXISTING TREE TO BE REMOVED
(P) —— PROPOSED
PE —— PEDESTRIAN EASEMENT
PUE —— PUBLIC UTILITY EASEMENT
UNDERGROUND STORM DRAIN PIPE



LEGAL DESCRIPTION

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

PARCEL 1:

The East half of Lots 9, 10, 11 and 12 in Section 1, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, of Fresno Irrigated Farms Company Tract, according to the map thereof recorded June 24, 1912, in Book 8 Page 1 of Record of Surveys, Fresno County Records;

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances in and under said premises, together with the full right and privilege of the grantor, its successors and assigns, to develop and remove the same, as excepted and reserved in the deed from Wm. C. Kerckhoff Company to Mike Palapoff and wife, dated August 28, 1944, and recorded September 7, 1944, as Document No. 33744, Official Records.

APN: 020-120-035 PARCEL 2:

Lot 8 of Fresno Irrigated Farms Company Tract, according to the map thereof recorded June 24, 1912, in Book 8 Page 1 of Record of Surveys, Fresno County Records;

EXCEPTING THEREFROM an undivided one-half interest in a well and pumping plant and the water therefrom, located approximately 660 feet East and 330 feet North of the Southeast corner of the East one-half of the Northwest quarter of the Southeast quarter of Section 1, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, together with the right to convey water through existing ditches and/or pipelines from said pumping plant to the East boundary of the East half of the Northwest quarter of the Southeast quarter of said Section 1, and with the right of ingress and egress for the purpose of operation, maintenance and repair of said well, pumping plant and ditches and/or pipeline. The existing ditch and/or pipeline extends North from said well approximately 330 feet and West approximately 660 feet.

APN: 020-120-06

SCALE:	BENCH MARK	COMPUTED	JJ
HORIZ. 1" = 80'		DESIGNED	GJB
VERT. 1" = N/A		DRAWN	KLF
		PROJ. ENGR.	GJB

MORTON & PITALO, INC.
CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING
Folsom • Fresno
7643 North Ingham Avenue, Suite #105
Fresno, CA 93711
phone: (559) 652-4505
web: www.mpengr.com

VESTING TENTATIVE TRACT MAP NO. ____
FOR THE ORCHARDS AT GILL ESTATES
IN THE CITY OF KERMAN
FRESNO COUNTY, CALIFORNIA

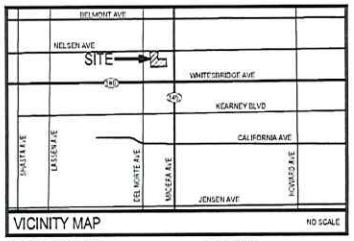
JOB NO. ____

ATTACHMENT 'A'

NOT FOR CONSTRUCTION

ATTACHMENT 'B'

TENTATIVE PARCEL MAP NO. ____
FOR THE ORCHARDS AT GILL ESTATES
PREPARED JANUARY 2024



VICINITY MAP NO SCALE

OWNER/SUBDIVIDER

JAGROOP S. GILL QUALIFIED PERSONAL RESIDENCE TRUST & RUPINDER K. GILL QUALIFIED PERSONAL RESIDENCE TRUST
1100 MADERA AVENUE
MADERA, CA 93637
(559) 906-6065

CIVIL DESIGN CONSULTANT

MORTON & PITALO, INC.
7643 N. INGRAM AVE, STE 105
FRESNO, CA 93711
(559) 353-4505

APPLICANT

LIFETIME COMMUNITIES
970 RESERVE DRIVE, SUITE 135
ROSEVILLE, CA 95678
916-749-0967

APNs

020-120-035 & 020-120-06

ZONING

CURRENT: AE20 & AL20 (COUNTY OF FRESNO)
PROPOSED: RURAL RESIDENTIAL (RR-43), SMART DEVELOPMENT RESIDENTIAL 3.5 (SD-R-3.5) & MIXED USE (MU)

GENERAL PLAN / LAND USE PLAN

CURRENT: MEDIUM DENSITY RESIDENTIAL (MDR) & GENERAL COMMERCIAL (GC)
PROPOSED: MEDIUM DENSITY RESIDENTIAL (MDR) & MIXED USE (MU)

GENERAL NOTES

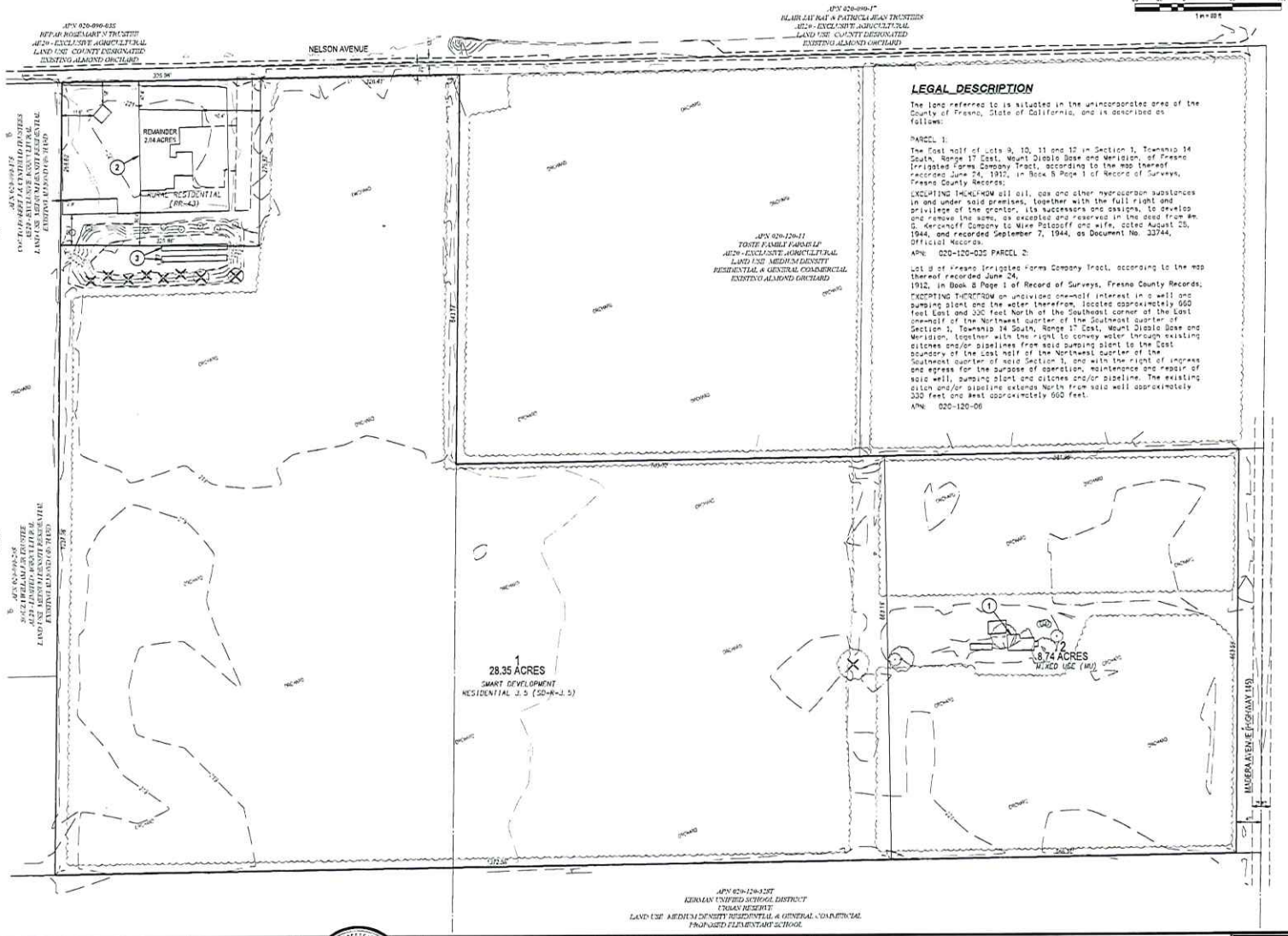
1. THE TRACT IS NOT WITHIN 200' OF ANY RAILROAD.
2. LOT 2 IS TO BE SUBDIVIDED IN THE FUTURE.
3. THE EXISTING RESIDENCE ON APN 020-120-035 IS TO BE PRESERVED.
4. THE EXISTING RESIDENCE ON APN 020-120-06 IS TO BE DEMOLISHED.
5. ABANDON ALL WELL AND SEPTIC TANKS TO COUNTY STANDARDS.
6. NO IRRIGATION CANAL IS ON SITE.
7. THIS AREA IS NOT SUBJECT TO FLOOD INUNDATION.
8. PROPOSED WATER AND SEWER SOURCE TO BE PART OF CITY OF KERMAN, PER CITY OF KERMAN STANDARDS.
9. ALL IMPROVEMENTS SHALL BE AS REQUIRED BY THE CITY OF KERMAN AND BUILT TO CITY STANDARDS AND SHALL INCLUDE SANITARY SEWER, DOMESTIC WATER, UNDERGROUND POWER, TELEPHONE, GAS, CONCRETE CURBS, GUTTERS, SIDEWALKS, PERMANENT STREET PAVEMENT, STREET LIGHTS, ETC. ON-SITE STREETS WILL BE PUBLIC AND AS APPROVED BY THE CITY OF KERMAN.
10. THIS PROJECT WILL HAVE CC&Rs, PROTECTIVE COVENANTS TO BE RECORDED AT FINAL MAP.
11. THERE ARE NO EXISTING WATER COURSE OR IRRIGATION DITCHES ON PROPERTY.
12. THERE ARE NO EXISTING EASEMENTS.

KEYNOTES

1. REMOVE CONCRETE PAD, CHAIN LINK FENCE, PUMP, STANDPIPES & POWER POST.
2. EXISTING HOME TO REMAIN
3. REMOVE SOLAR PANELS AND EQUIPMENT

LEGEND

→	DIRECTION OF WATER FLOW
◇	DRAINAGE MANHOLE
DI	DRAIN INLET
(E)	EXISTING
⊗	EXISTING TREE TO BE REMOVED
(P)	PROPOSED
PE	PEDESTRIAN EASEMENT
PUE	PUBLIC UTILITY EASEMENT
12"	UNDERGROUND STORM DRAIN PIPE



LEGAL DESCRIPTION

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

PARCEL 1:

The East half of Lots 9, 10, 11 and 12 in Section 1, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, of Fresno Irrigated Farms Company Tract, according to the map thereof recorded June 24, 1912, in Book 8 Page 1 of Record of Surveys, Fresno County Records;

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances in and under said premises, together with the full right and privilege of the grantor, its successors and assigns, to develop and remove the same, as excepted and reserved in the deed from Mm. G. Kercheff Company to Mike Petaloff and wife, dated August 25, 1944, and recorded September 7, 1944, as Document No. 33744, Official Records.

APN: 020-120-035 PARCEL 2:

Lot 8 of Fresno Irrigated Farms Company Tract, according to the map thereof recorded June 24, 1912, in Book 8 Page 1 of Record of Surveys, Fresno County Records;

EXCEPTING THEREFROM an undivided one-half interest in a well and pumping plant and the water therefrom, located approximately 660 feet East and 330 feet North of the Southeast corner of the East one-half of the Northwest quarter of the Southeast quarter of Section 1, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, together with the right to convey water through existing ditches and/or pipelines from said pumping plant to the East boundary of the East half of the Northwest quarter of the Southeast quarter of said Section 1, and with the right of ingress and egress for the purpose of operation, maintenance and repair of said well, pumping plant and ditches and/or pipeline. The existing ditch and/or pipeline extends North from said well approximately 330 feet and West approximately 660 feet.

APN: 020-120-06

SCALE:	BENCH MARK	COMPUTED	JJ	MORTON & PITALO, INC.	TENTATIVE PARCEL MAP NO. ____
HORIZ. 1" = ____ 80'		DESIGNED	GJB	CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING	FOR THE ORCHARDS AT GILL ESTATES
VERT. 1" = ____ N/A		DRAWN	KLF	Folsom • Fresno	IN THE CITY OF KERMAN
		PROJ. ENGR.	GJB	7643 North Ingram Avenue, Suite #105 Fresno, CA 93711 phone: (559) 853-4505 web: www.mpengr.com	FRESNO COUNTY, CALIFORNIA

JOB NO. ____

NOT FOR CONSTRUCTION

Manuel Campos

From: Jonathon Kutka <jonathon.kutka@northcentralfire.org>
Sent: Monday, April 8, 2024 12:46 PM
To: Jesus Orozco; Manuel Campos
Subject: Del Notre and Gill Orchard estates
Attachments: 403.002 - Fire Department Access.pdf

Good morning Jesus and Manuel,

Here are NCFPD notes from our meeting regarding Del Norte and Gill Orchard Estates pertaining too FD requirements. These requirements apply to both sites.

Attached are the NCFPD requirements per CFC and NCFPD Policy 403.002.

Buildings not meeting the criteria in Item 2 above will have a minimum of two (2) points of vehicle access. The second point of access can be an approved Emergency Vehicle Access as described below. Unusual designs may require additional access points and must receive prior approval by the Fire Marshal, or designee.

When two (2) points of access are required, they will be placed at a distance apart equal to or not less than one-half the length of the maximum diagonal dimension of the lot or area served, measured in a straight line between access points. Unusual lot configurations or other site restrictions may be allowed by the Fire Marshal, or designee, subject to review and analysis of the access.

All types of fire apparatus access will have a minimum clear width of 20 feet and a vertical clearance of 13 feet, 6 inches over the entire length of the access.

Required fire access roads will be provided with an all-weather surface before delivery of combustible material on site, and will be maintained in service during all phases of construction. Alternative or phased fire access requires approval by the Fire Department. Failure to maintain fire access may result in a Stop Work Order until access is restored.

Roadways less than 26-feet in width are NOT permitted to have parking on either side. Roadways greater than 26-feet but less than 35-feet may have parking on one side.

Policy 403.002 has several items, since this is just a pre-review, I attached our whole policy, but specifically took out certain sections from the meeting regarding both Del Norte and Gill Orchard estates.

Please let me know if you have any questions.

Sincerely,

Jonathon Kutka
Battalion Chief
North Central Fire Protection District
15850 Kearney Blvd.
Kerman, CA 93630
Cell (559)785-7116

FIRE PREVENTION MANUAL		
	Fire Department Access	EFFECTIVE DATE: **01/01/2019**
	APPROVED BY: Timothy V. Henry Fire Chief	REVISED DATE: **TBD**
		NUMBER: **403.002**

PURPOSE

This policy has been established to provide direction for the requirements of the North Central Fire Protection District (District) for providing minimum fire department access to properties within the District.

APPLICATION

This policy applies to developers and licensed contractors completing construction projects within the District service areas.

OPERATIONAL POLICY

The purpose of fire department apparatus access is to allow emergency vehicles to approach a building as close as practical in order to deploy fire hose, ladders, and other equipment necessary for rescue and fire suppression.

District emergency vehicles are the longest, widest, tallest, and heaviest vehicles regularly driven on residential streets, private driveways, and alleys. The ability to manipulate and deploy Department apparatus is greatly affected by the dimensions and reliability of the access available.

Access, as defined in this policy, includes private streets and driveways not otherwise defined under *City of Kerman or County of Fresno Public Works (PW) Standards for Streets*.

A. General Fire Access Requirements:

1. All building openings will be accessible within 200 feet of a public street, private driveway, or other approved access.

2. Buildings and exterior storage areas sited so that all building openings and exterior storage area perimeters are within 650 feet (450 feet driving distance plus 200 foot hose pull) of the property entrance drive may have a single point of access with approved turnarounds as needed complying with this policy.

3. Buildings not meeting the criteria in Item 2 above will have a minimum of two (2) points of vehicle access. The second point of access can be an approved Emergency Vehicle Access as described below. Unusual designs may require additional access points and must receive prior approval by the Fire Marshal, or designee.

4. When two (2) points of access are required, they will be placed at a distance apart equal to or not less than one-half the length of the maximum diagonal dimension of the lot or area served, measured in a straight line between access points. Unusual lot configurations or other site restrictions may be allowed by the Fire Marshal, or designee, subject to review and analysis of the access.

5. All types of fire apparatus access will have a minimum clear width of 20 feet and a vertical clearance of 13 feet, 6 inches over the entire length of the access.

6. Where gates are installed across fire access drives, the full open width of the drive aisle must be maintained clear of gate hardware. (*See*: *Fire Prevention Manual*, Section 403.004, Emergency Services Bypass Locks for Secured Access Developments, for information regarding emergency access bypass lock requirements).

7. Fire access drives separated by a median will have a minimum width of 15 feet on each side of the median.

8. All types of access will not exceed a ten (10) percent grade or contain any irregularity creating an angle of approach or departure in excess of ten (10) percent, except as approved by the Fire Marshal, or designee.

9. Required fire access roads will be provided with an all-weather surface before delivery of combustible material on site, and will be maintained in service during all phases of construction. Alternative or phased fire access requires approval by the Fire Department. Failure to maintain fire access may result in a Stop Work Order until access is restored.

10. Temporary gates installed during construction will be provided with Fire X1 padlocks; a padlock model is available with a red construction core for use by both the contractor and the District. The core will be changed out by the contractor upon completion of the project.
11. Non-traditional pavement systems such as turf pavers, grasscrete, etc., are not allowed for EVA approaches or access drives in the public way as required by the Public Works Department. Such alternate paving material used on private property is subject to approval by the Fire Marshal, or designee. The design of

such system must be prepared by a Civil Engineer and submitted to the D Fire Prevention for plan review and installation permits. The path of such surfaces must be clearly edge delineated by an approved permanent method such as six (6") inch concrete mow strips.

12. Vertical displacement traffic calming devices or pavements treatment are prohibited on both public and private streets (See: *Fire Prevention Manual*, Section 403.007, Vertical Displacement Traffic Calming Devices).

13. Regardless of parking configurations, a minimum clear drive aisle width of 20 feet is required. The Fire Marshal, or designee, may require increases in drive aisle width due to specific site issues and for aerial ladder truck access. (See: *Fire Prevention Manual*, Section 403.005, Requirements for Marking Fire Lanes on Private Property).

B. Emergency Vehicle Access (EVA):

1. Gates, posts, or other barriers approved by the District will be installed at each entrance to emergency vehicle access points and when required by the Fire Marshal, or designee, where EVA driveways are needed for connection to the interior common access road system.

2. A Fire X-1 padlock will be installed on manually operated gates used solely for emergency vehicle access and may be used in conjunction with owner or utility services padlocks. The Fire Marshal, or designee, is authorized to require electric gate Click-to-Enter radio frequency gate operating hardware where EVA access is needed from freeways or other high speed traffic corridors.

3. Entrances to all emergency vehicle access points will be posted with permanent signs on both sides of the EVA entrance with the following wording: "FIRE LANE" in six-inch letters, "VEHICLES REMOVED AT OWNER'S EXPENSE" in two-inch letters, and display a telephone number the vehicle owner can call to recover their vehicle. (See: *Fire Prevention Manual*, Section 403.005, Requirements for Marking Fire Lanes on Private Property).

4. Where EVA access drives are not provided with gates or barriers at each entrance, the drive aisle curb or side of road will be marked with "FIRE LANE NO PARKING at 50 foot intervals. (See: *Fire Prevention Manual*, Section 403.005, Requirements for Marking Fire Lanes on Private Property).

5. Where access to an EVA is from a public or private street that is improved with a curb, a County of Fresno or City of Kerman *Public Works Standard P-67* approach is acceptable. Use of a wedged or rolled curb for a driveway approach is not acceptable.

   Where access to an EVA gate is from an adjacent parcel(s), a recorded access easement is required between all affected property owners and will be executed

with the Planning entitlement through the Planning Division. (City of Ke
County of Fresno) [Something missing here]

C. Turnarounds:

1. Buildings and exterior storage areas with a single point of access in excess of 150 feet in length are required to be provided with approved turnarounds. Turnarounds will be located within 150 feet of the termination of the single entry road. Portions of the road requiring fire apparatus to back up will not include any turns or bends, except for the required turnarounds.

2. Intermediate turnarounds will be required for multiple points of access exceeding 700 feet in length.

3. All turnarounds will have a minimum 34 foot inside turning radius," a minimum length and width of 90 X 24 and minimum clear approach drive width of 22 feet for a distance of 60 feet.

4. Turnarounds will be kept clear of all obstructions and marked as fire lanes on the perimeter curb or edge of the turnaround.

5. Turnaround areas cannot be incorporated into loading zones.

D. Aerial Fire Apparatus Access:

1. Where building roof eaves are more than 30 feet in height, as measured from the grade of the adjacent fire access road, 26-foot minimum wide driveways will be located directly adjacent to at least one long side of the building. The aerial fire apparatus access will extend at least 45 feet beyond each end of the building. This allows for access to the corners of the building and to accommodate a set up area outside of the potential building collapse zone. Aerial fire apparatus access will comply with all access and turnaround requirements. For unusually shaped buildings without a rectangular or square building footprint, alternate locations of ladder truck access points may be considered by the Fire Marshal, or designee, and analyzed on case by case bases.

2. Aerial fire apparatus access (near edge) will be located a minimum 15 feet away from the building as measured to the edge of the fire access drive. The starting point maximum distance away from the building is 30 feet; however, a greater distance may be permitted depending on the upon the height to the eave or parapet and will be analyzed on a case by case basis during plan review.

3. Overhead utility and power lines, large trees, and other obstructions will not be located over the aerial fire apparatus access road or between the aerial fire apparatus road and the building.

4. Buildings designated as high-rise by the *California Building Code (CBC)* (i the highest occupied floor is located more than 75 feet in height from the grade level of an adjacent fire access road) have no specific aerial ladder truck access requirements.

E. Fire Hose and Equipment Walking Access to Building Openings:

Required walking access will be designed to prevent sharp turns and obstacles which would hinder the carrying of hoses, ground ladders and other hand-held equipment. The walking path requires an unobstructed 36 inch horizontal clearance and continuous seven foot vertical clearance. All gates across fire hose and equipment access points will be a minimum of four (4) feet clear width. Gates across required walking access paths will be provided with Fire X-1 padlock(s).

OPERATIONAL GUIDELINE

This section left intentionally blank.

PROCESS

This section left intentionally blank.

INFORMATION

This section left intentionally blank.

DEFINITIONS

1. Common Vehicle Access--Common vehicle access describes private streets, driveways, and alleys which connect with a public street and are required for emergency access as well as for access by the public.

2. Emergency Vehicle Access--Where adequate common vehicle access to buildings is not provided by public streets or private driveways, emergency access will be provided for the exclusive use of emergency services vehicles.

3. Fire Hose Pull and Equipment Walking Access--Fire hose pull and equipment access is an unobstructed walking path which provides continuous access connecting vehicular access to all building openings and exterior storage areas.

4. Aerial Fire Apparatus Access--Fire apparatus access located directly adjacent to the corners of multi-story buildings, positioned in such a way as to allow fire department aerial ladders to be raised to the lowest point of the roof eave (as defined in *California Building Code (CBC),* Section 702A Definitions).

5. All Weather Access--Required fire apparatus access lanes will be provided year round and maintained during all phases of construction with an approved, all-weather surface, capable of supporting 80,000-pound vehicles. An all-weather surface is composed of minimum four (4") inch compacted base rock or gravel over compacted or undisturbed native soil or per approved engineering plans with a minimum of 24 feet of clear width or 20 feet minimum clear width if an approved method to prevent shoulder degradation is utilized.

CROSS-REFERENCES

California Building Code
Section 702A, Definitions

California Fire Code, Current edition

Fire Prevention Manual
Section 403.004, Emergency Services Bypass Locks for Secured Access Developments
Section 403.005, Requirements for Marking Fire Lanes on Private Property
Section 403.007, Vertical Displacement Traffic Calming Devices

OFFICE MEMO

DATE: 04/04/2024

TO: Manuel Campos

FROM: Fresno County Transportation Planning

SUBJECT: Review of Gill Orchard Estates

PROJECT OVERVIEW:

TSM 2023-03 would facilitate the subdivision of the Project site into 179 single-family lots (6.43 dwelling units per acre) on 27.85 acres of the site that range in size from 3,690 square feet (sq. ft.) to 6,729 sq. ft., in addition to four (4) outlots. Outlot A, 6,862 sq. ft., and Outlot B, 5,040 sq. ft., are proposed along the south of the subdivision for landscaping purposes. Outlot C, 66,926 sq. ft., is proposed in the center of the subdivision as a stormwater basin and open space. Outlot D, 2,194 sq. ft., is proposed as a 25-foot wide trail/open space. The Project also proposes an internal network of local streets and sidewalks with one (1) point of ingress/egress to Nielsen Avenue, one (1) point of ingress/egress to the northern property (APN 020-120-11), two (2) points of ingress/egress to the west, and one (1) point of ingress/egress to the south of the Project site. TPM 2024-01 would split the Project site into two (2) parcels with one (1) remainder parcel, including a 2.39-acre portion on the northwest corner with an existing single-family residence as a remainder parcel, a 27.85-acre parcel of the center portion that would accommodate TSM 2023-03, and an 8.9-acre parcel on the east portion of APN 020-120-06 with no development proposed at this time. Please see Attachments 'A' and 'B' to view TSM 2023-03 and TPM 2024-01.

Table A: ITE Trip Generation (210 Single Family Attached homes)

Land Use/Project	Dwelling Units	Weekday		A.M. Peak Hour		P.M. Peak Hour	
		Rate	Total	Rate	Total	Rate	Total
Gill Orchard Estates	179	9.43	1688	.75	134	.99	177
Total Net New Project Trips			+1688		**+134**		+177

COMMENTS/ MITIGATION:

This project will impact county facilities and should require a TIS, please include the county in all future routings best point of contact is bhines@fresnocountyca.gov. Using ITE trip Generation Manual (11th Edition) trips are calculated to be over the county's threshold.

A Vehicle Miles Traveled (VMT) analysis should also be prepared for the proposed development.

If you have any further questions regarding this matter, please contact Brody Hines at bhines@fresnocountyca.gov

Sincerely,

Brody Hines

Kerman Unified School District

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

Board
Daniel Babsholl Maria
S. Cantu
Julie Gragnani Kindra
Melgoza
Jim Volkoff

April 22, 2024

Jesus R. Orozco
Community Development Director
City of Kerman
850 S. Madera Avenue
Kerman CA 93630

Subject: Del Norte Estates and Gill Orchard Estates Annexation Project

Dear Mr. Orozco:

Kerman Unified School District consents to the annexation of the properties for the Del Norte Estates and Gill Orchard Project which will be annexed to the City of Kerman and detached from Fresno County. The annexation includes the following properties:

1. Address: 275 N. Del Norte Ave. APN: 020-120-29S
2. Address: 275 N. Del Norte Ave. APN: 020-140-30S
3. Address: 204 N. Del Norte Ave. APN: 020-120-28S
4. Address: 15139 W. Nielsen Ave. APN: 020-120-03S
5. Address: 15139 W. Nielsen Ave. APN: 020-120-06

The Fresno Local Agency Formation Commission Landowner Consent form has been signed and attached. Please let us know if you have any questions or if additional information is required.

Sincerely,

Kraig L Magnussen
Assistant Superintendent
Kerman Unified School District

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

Kerman Unified School District

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

Boar
Daniel Babsh
Maria S. Cantu
Julie Gragnani
Kindra Melgoza
Jim Volkoff

April 22, 2024

Jesus R. Orozco
Community Development Director
City of Kerman
850 S. Madera Avenue
Kerman CA 93630

Subject: Gill Orchard Estates Project Annexation

Dear Mr. Orozco:

Thank you for the opportunity to provide comments on the Gill Orchard Estates Project. This letter presents the comments of the Kerman Unified School District. The proposed Gill Orchard Estates Project consists of the annexation of 40 acres in which development is proposed on 30.24 acres. The proposed development for the Gill Orchard Estates Project includes a subdivision project that will encompass 179 single family residential units which is estimated to generate 156 potential students. New residential developments are required to pay school fees to accommodate students from new development. Residential school fees will be $5.17 per square feet and commercial fees will be $0.84 starting May 13, 2024.

Kerman Unified School District has already consented to be annexed through the Del Norte Estates project.

Sincerely,

Kraig L. Magnussen
Assistant Superintendent
Kerman Unified School District

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

Fresno Local Agency Formation Commission

April 9, 2024

Manuel Campos
Assistant Planner
City of Kerman

Dear Mr. Manuel Campos:

Subject: Comments Regarding Concurrent Applications: Annexation (ANX 2023-03), Pre-zone (REZ 2023-03), Tentative Subdivision Map (TSM 2023-03) & Tentative Parcel Map (TPM 2024-01), General Plan Amendment (GPA 2023-02), and CEQA (ENV 2023-04).

Thank you for the opportunity to comment on this project. From the material provided to this office, my understanding of the project description is as follows:

- **Annexation (ANX 2023-03)** is a request to approve the annexation of approximately 40 acres. This annexation request is consistent with the 2040 General Plan goals and policies (LU-3) and the City/County MOU agreed to and entered into in 2021;
- **Pre-zone (REZ 2023-03)** pertains to the pre-zoning of the proposed project. Currently the project has County zonings of Limited Agricultural (AL-20) and Exclusive Agricultural (AE-20). The project will amend the County zoning to the City of Kerman zoning districts of Smart Development Residential (SDR-3.5), Rural Residential (RR), and Mixed Use (MU);
- **General Plan Amendment (GPA 2023-02)** pertains to changing the land use designation for APN: 020-120-06 and APN: 020-120-03S. The General Plan Amendment will be processed concurrently with the Pre-zone and Annexation process;
- **CEQA (ENV 2023-04)** pertains to an initial study and a technical study/analysis being prepared for the project consistent with CEQA guidelines; and
- **Tentative Subdivision Map (TSM 2023-03) & Tentative Parcel Map (TPM 2024-01)** pertains to the subdivision of land and proposed network of local streets and sidewalks exhibited in Attachments A and B. The proposed project will include a tentative subdivision map encompassing 179 single-family residential units and four outlots to be considered.

The Fresno Local Agency Formation Commission (LAFCo) regulates, through approval or denial, the boundary changes proposed by local agencies or individuals. LAFCo's objectives are to:

- Encourage orderly formation and development of agencies;
- Encourage consistency with spheres of influence and recommended reorganization of agencies;
- Encourage orderly urban development and preservation of open space patterns;
- Encourage conservation of prime agricultural lands and open space areas; and
- Identify and address disadvantaged unincorporated communities.

LAFCo should be identified in the city's environmental document as a Responsible Agency under CEQA whose role is to consider reorganizations and spheres of influence. Commission action on the reorganization request should be noted in the environmental document. As a Responsible

Agency, the Commission is required to review and consider the city's environmental documents prior to taking its action. A Responsible Agency complies with CEQA by considering the environmental analysis prepared by the Lead Agency and by reaching its own conclusions on whether to and how to approve the project. The Commission may then make a finding that it independently reviewed and considered the information in the environmental document and that the environmental document is sufficient to support a determination on the proposed reorganization.

Project-Specific Comments

The city will be required to submit the appropriate application materials including fees to LAFCo for reorganization. These materials are enumerated on our website (www.fresnolafco.org) through the "Applications and Documents" tab under "Items Necessary for a Complete Application."

The fee schedule for changes of organization/reorganization (annexation) of 21-40 acres is $9,600.

The city may send notice 56654(c) to the interested and affected agencies if the annexation is 100 percent uninhabited to reduce the project timeline.

If the proposal results in the annexation of land that is subject to a contract executed pursuant to the Williamson Act (Chapter 7, commencing with Section 51200 of Division 1), then the petition and/or resolution for reorganization request shall state whether the city shall succeed to the contract pursuant to Section 51243 or whether the city intends to exercise its option to not succeed to the contract pursuant to Section 51243.5.

Annexation of full rights of way contiguous to parcel boundaries should be presumed in the reorganization's legal description and map.

LAFCo is available to attend any community outreach meetings should the need arise.

Thank you for the opportunity to provide comments. If you have any questions, please contact me at (559) 600-0604.

Sincerely,

Jessica Gibson
LAFCo Analyst II

Jerry Jones

From: Jay Fowler <jayfowler@midvalleydisposal.com>
Sent: Saturday, February 24, 2024 10:36 AM
To: Manuel Campos; HLuna@fresnocountyca.gov; Theresa Johnson; Michael Barajas; jacob.mcafee@northcentralfire.org; bjimenez@fresnocountyca.gov; Spaunhurst, Brian; Lara, Juan; Jenna Chilingerian; Jonathon Kutka; Padilla, Dave@DOT
Subject: RE: City of Kerman Project Distribution - Gill Orchard Estates

Hello

For solid waste services, each SF unit will require 3 carts. Presume these would be in the garage or elsewhere on the property until service day.

Regarding the width of the street. Its adequate for our trucks to operate. One concern is street parking, these high density homes make navigating the collections difficult and risky. Any chance of street parking restrictions on the day of service?

Thank you,

Jay

MID VALLEY DISPOSAL
"Service, Education, Involvement, Integrity"

Jay Fowler| District Manager
15300 W Jensen Ave, Kerman, CA 93630
Email: jayfowler@midvalleydisposal.com
Office: (559) 567-0615

From: Manuel Campos <mcampos@cityofkerman.org>
Sent: Friday, February 23, 2024 4:03 PM
To: HLuna@fresnocountyca.gov; Theresa Johnson <tjohnson@cityofkerman.org>; Jesus Gonzalez <jesusgonzalez@yhmail.com>; Michael Barajas <MBarajas@cityofkerman.org>; lkimura@fresnoirrigation.com; engr-review@fresnoirrigation.com; Jodi Ward <jward@sebastiancorp.com>; Rhonda Armstrong- Sebastian <RArmstrong@sebastiancorp.com>; kraig.magnussen@kermanusd.com; Jennifer Sagariballa <jennifer.sagariballa@kermanusd.com>; Jay Fowler <jayfowler@midvalleydisposal.com>; jacob.mcafee@northcentralfire.org; CEQA - SJVAPCB-valley air-CEQA permitreview <ceqa@valleyair.org>; Cecilia Belmontes <cecilia.belmontes@kermanusd.com>; Wil Barcoma (FCLE) <Wil.Barcoma@fcle.org>; pgeplanreview@pge.com; bjimenez@fresnocountyca.gov; Spaunhurst, Brian <bspaunhurst@fresnocountyca.gov>; Lara, Juan <jlara@fresnocountyca.gov>; Bonique Emerson <bemerson@precisioneng.net>; Jenna Chilingerian <jchilingerian@precisioneng.net>; Jonathon Kutka <jonathon.kutka@northcentralfire.org>; Steve Wilkins (FCLE) <Steve.Wilkins@fcle.org>; Isla, Nicholas@DOT <Nicholas.Isla@dot.ca.gov>; Padilla, Dave@DOT <dave.padilla@dot.ca.gov>; Munique Cubillos (FCLE) <Munique.Cubillos@fcle.org>
Subject: City of Kerman Project Distribution - Gill Orchard Estates

Dear Stakeholder,

Please find attached a summary of a Development Application for a project referred to as Gill Orchard Estates located approximately 2,000' from the northwest corner of W. Whitesbridge Rd. and Madera Ave. in Kerman, CA 93630.

Please provide comments or questions on or before **March 22, 2024.**

An Initial Study compliant with CEQA guidelines will be distributed for public review and comments separately.

Stakeholders List

- City of Kerman (internal depts.)
- North Central Fire Prevention District
- Kerman Unified School District
- Mid Valley Disposal
- Fresno Irrigation District
- Fresno County Public Works/Planning
- Fresno LAFCo
- Sebastian Corp
- Caltrans District 6
- SJVAPCD
- PG&E

Respectfully,

Manuel Campos | Assistant Planner
City of Kerman | Community Development Department
p. (559) 846.9384 ext. 316 | f. (559) 846.6199
850 S. Madera Ave. Kerman, CA 93630
mcampos@cityofkerman.org
https://link.edgepilot.com/s/72fa3cde/kq8qUgFaC0yMNqsF7QMHAw?u=http://www.cityofkerman.net/

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March 19, 2024

Manuel Campos
City of Kerman
850 S Madera Avenue
Kerman, CA 93630

Re: Gill Orchard Estates Tentative Tract Map No. 6465

Dear Manuel:

Thank you for giving us the opportunity to review the proposed Gill Orchard Estates Tentative Tract Map No. 6465. The installation of new gas and electric facilities and/or relocation of existing PG&E facilities will be performed in accordance with common law or Rules and Tariffs as authorized by the California Public Utilities Commission.

Following our review, PG&E recommends the following language be expressly stated for the offer to dedicate Public Utility Easements (PUE):

> I/We the undersigned, as Owner(s) of the land shown hereon, do hereby state that I/we am/are the only person(s) whose consent is necessary to pass clear title to said land and do hereby consent to the preparation and recordation of this map and offer for dedication and do hereby dedicate for public uses the Public Utility Easements (PUEs) shown on this map for public utility purposes including electric, gas, communication facilities and all other public utility purposes; together with any and all appurtenances thereto, including the right from time to time to trim and to cut down and clear away or otherwise control any trees or brush. The PUEs hereby offered for dedication are to be kept open and free of buildings, structures and wells of any kind.

The final map must contain a statement setting forth dedications and offers to dedicate interests in real property for public utility purposes. If the offer of dedication has terminated, or the local agency declines to accept it, the applicant maybe required to provide an easement in gross satisfactory to PG&E. Please note that this is our preliminary review and PG&E reserves the right for future review as needed.

Please work with PG&E's Service Planning department at www.pge.com/cco for additional services you may require, or for any modification and/or relocation requests.

Sincerely,



Justin Newell
Land Management
916-594-4068

San Joaquin Valley AIR POLLUTION CONTROL DISTRICT

HEALTHY AIR LIVING™

March 26, 2024

Manuel Campos
City of Kerman
Community Development Department
850 S. Madera Avenue
Kerman, CA 93630

Project: Development Application for Gill Orchard Estates

District CEQA Reference No: 20240236

Dear Mr. Campos:

The San Joaquin Valley Air Pollution Control District (District) has reviewed the project documentation from the City of Kerman (City) for the Gill Orchard Estates project. Per the project documentation, the project consists of the annexation of 40 acres of land, general plan amendments and pre-zoning of several parcels to facilitate the development of approximately 179 single family residential lots and potential future commercial development on 27.85 acres (Project). The Project is located 15319 W. Nielsen Avenue in Kerman, CA.

The District offers the following comments at this time regarding the Project:

1) Project Related Emissions

At the federal level under the National Ambient Air Quality Standards (NAAQS), the District is designated as extreme nonattainment for the 8-hour ozone standards and serious nonattainment for the particulate matter less than 2.5 microns in size (PM2.5) standards. At the state level under California Ambient Air Quality Standards (CAAQS), the District is designated as nonattainment for the 8-hour ozone, PM10, and PM2.5 standards.

The District's initial review of the Project concludes that emissions resulting from construction and/or operation of the Project may exceed any of the following significance thresholds as identified in the District's Guidance for Assessing and Mitigating Air Quality Impacts: https://ww2.valleyair.org/media/g4nl3p0g/gamaqi.pdf. The District recommends that a more detailed preliminary review of the Project be conducted for the Project's construction and operational emissions.

Samir Sheikh
Executive Director/Air Pollution Control Officer

Northern Region
4800 Enterprise Way
Modesto, CA 95356-8718
Tel: (209) 557-6400 FAX: (209) 557-6475

Central Region (Main Office)
1990 E. Gettysburg Avenue
Fresno, CA 93726-0244
Tel: (559) 230-6000 FAX: (559) 230-6061

Southern Region
34946 Flyover Court
Bakersfield, CA 93308-9725
Tel: (661) 392-5500 FAX: (661) 392-5585

www.valleyair.org www.healthyairliving.com

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1a) Construction Emissions

The District recommends, to reduce impacts from construction-related diesel exhaust emissions, the Project should utilize the cleanest available off-road construction equipment.

1b) Operational Emissions

Operational (ongoing) air emissions from mobile sources and stationary sources should be analyzed separately. For reference, the District's significance thresholds are identified in the District's Guidance for Assessing and Mitigating Air Quality Impacts: https://ww2.valleyair.org/media/g4nl3p0g/gamaqi.pdf.

Recommended Mitigation Measure: At a minimum, project related impacts on air quality should be reduced to levels below the District's significance thresholds through incorporation of design elements such as the use of cleaner Heavy Heavy-Duty (HHD) trucks and vehicles, measures that reduce Vehicle Miles Traveled (VMTs), and measures that increase energy efficiency. More information on transportation mitigation measures can be found at: https://ww2.valleyair.org/media/ob0pweru/clean-air-measures.pdf

1c) Recommended Model for Quantifying Air Emissions

Project-related criteria pollutant emissions from construction and operational sources should be identified and quantified. Emissions analysis should be performed using the California Emission Estimator Model (CalEEMod), which uses the most recent CARB-approved version of relevant emissions models and emission factors. CalEEMod is available to the public and can be downloaded from the CalEEMod website at: www.caleemod.com.

2) Health Risk Screening/Assessment

The City should evaluate the risk associated with the Project for sensitive receptors (residences, businesses, hospitals, day-care facilities, health care facilities, etc.) in the area and mitigate any potentially significant risk to help limit exposure of sensitive receptors to emissions.

To determine potential health impacts on surrounding receptors (residences, businesses, hospitals, day-care facilities, health care facilities, etc.) a Prioritization and/or a Health Risk Assessment (HRA) should be performed for the Project. These health risk determinations should quantify and characterize potential Toxic Air Contaminants (TACs) identified by the Office of Environmental Health Hazard Assessment/California Air Resources Board (OEHHA/CARB) that pose a present or

potential hazard to human health.

Health risk analyses should include all potential air emissions from the project, which include emissions from construction of the project, including multi-year construction, as well as ongoing operational activities of the project. Note, two common sources of TACs can be attributed to diesel exhaust emitted from heavy-duty off-road earth moving equipment during construction, and from ongoing operation of heavy-duty on-road trucks.

Prioritization (Screening Health Risk Assessment):
A "Prioritization" is the recommended method for a conservative screening-level health risk assessment. The Prioritization should be performed using the California Air Pollution Control Officers Association's (CAPCOA) methodology. Please contact the District for assistance with performing a Prioritization analysis.

The District recommends that a more refined analysis, in the form of an HRA, be performed for any project resulting in a Prioritization score of 10 or greater. This is because the prioritization results are a conservative health risk representation, while the detailed HRA provides a more accurate health risk evaluation.

Health Risk Assessment:
Prior to performing an HRA, it is strongly recommended that land use agencies/ project proponents develop and submit for District review a health risk modeling protocol that outlines the sources and methodologies that will be used to perform the HRA.

A development project would be considered to have a potentially significant health risk if the HRA demonstrates that the health impacts would exceed the District's established risk thresholds, which can be found here: https://ww2.valleyair.org/permitting/ceqa/.

A project with a significant health risk would trigger all feasible mitigation measures. The District strongly recommends that development projects that result in a significant health risk not be approved by the land use agency.

The District is available to review HRA protocols and analyses. For HRA submittals please provide the following information electronically to the District for review:

- HRA (AERMOD) modeling files
- HARP2 files
- Summary of emissions source locations, emissions rates, and emission factor calculations and methodologies.

For assistance, please contact the District's Technical Services Department by:

- E-Mailing inquiries to: hramodeler@valleyair.org
- Calling (559) 230-5900

Recommended Measure: Development projects resulting in TAC emissions should be located an adequate distance from residential areas and other sensitive receptors to prevent the creation of a significant health risk in accordance to CARB's Air Quality and Land Use Handbook: A Community Health Perspective located at https://ww2.arb.ca.gov/our-work/programs/resource-center/strategy-development/land-use-resources.

3) Ambient Air Quality Analysis

An Ambient Air Quality Analysis (AAQA) uses air dispersion modeling to determine if emissions increases from a project will cause or contribute to a violation of State or National Ambient Air Quality Standards. The District recommends an AAQA be performed for the Project if emissions exceed 100 pounds per day of any pollutant.

An AAQA uses air dispersion modeling to determine if emission increase from a project will cause or contribute to a violation of State or National Ambien Air Quality Standards. An acceptable analysis would include emissions from both project-specific permitted and non-permitted equipment and activities. The District recommends consultation with District staff to determine the appropriate model and input data to use in the analysis.

Specific information for assessing significance, including screening tools and modeling guidance, is available online at the District's website: https://ww2.valleyair.org/permitting/ceqa/.

4) Voluntary Emission Reduction Agreement

Criteria pollutant emissions may result in emissions exceeding the District's significance thresholds, potentially resulting in a significant impact on air quality. When a project is expected to have a significant impact, the District recommends the environmental review also include a discussion on the feasibility of implementing a Voluntary Emission Reduction Agreement (VERA) for this Project.

A VERA is a mitigation measure by which the project proponent provides pound-for-pound mitigation of emissions increases through a process that develops, funds, and implements emission reduction projects, with the District serving a role of administrator of the emissions reduction projects and verifier of the successful mitigation effort. To implement a VERA, the project proponent and the District enter into a contractual agreement in which the project proponent agrees to mitigate project specific emissions by providing funds for the District's incentives programs.

The funds are disbursed by the District in the form of grants for projects that achieve emission reductions. Thus, project-related impacts on air quality can be mitigated. Types of emission reduction projects that have been funded in the past include electrification of stationary internal combustion engines (such as agricultural irrigation pumps), replacing old heavy-duty trucks with new, cleaner, more efficient heavy-duty trucks, and replacement of agricultural equipment with the latest generation technologies.

In implementing a VERA, the District verifies the actual emission reductions that have been achieved as a result of completed grant contracts, monitors the emission reduction projects, and ensures the enforceability of achieved reductions. After the project is mitigated, the District certifies to the Lead Agency that the mitigation is completed, providing the Lead Agency with an enforceable mitigation measure demonstrating that project-related emissions have been mitigated. To assist the Lead Agency and project proponent in ensuring that the environmental document is compliant with CEQA, the District recommends the environmental document includes an assessment of the feasibility of implementing a VERA.

5) Under-fired Charbroilers

The future commercial development projects have the potential to occupy restaurants with under-fired charbroilers. Such charbroilers may pose the potential for immediate health risk, particularly when located in densely populated areas or near sensitive receptors.

Since the cooking of meat can release carcinogenic PM2.5 species, such as polycyclic aromatic hydrocarbons, controlling emissions from new under-fired charbroilers will have a substantial positive impact on public health. The air quality impacts on neighborhoods near restaurants with under-fired charbroilers can be significant on days when meteorological conditions are stable, when dispersion is limited and emissions are trapped near the surface within the surrounding neighborhoods. This potential for neighborhood-level concentration of emissions during evening or multi-day stagnation events raises air quality concerns.

Furthermore, reducing commercial charbroiling emissions is essential to achieving attainment of multiple federal PM2.5 standards. Therefore, the District recommends that the environmental review include a measure requiring the assessment and potential installation, as technologically feasible, of particulate matter emission control systems for new large restaurants operating under-fired charbroilers.

The District is available to assist the City and project proponents with this assessment. Additionally, the District is currently offering substantial incentive funding that covers the full cost of purchasing, installing, and maintaining the system during a demonstration period covering two years of operation.

Please contact the District at (559) 230-5800 or technology@valleyair.org for more information, or visit: https://ww2.valleyair.org/grants/restaurant-charbroiler-technology-partnership/

6) Vegetative Barriers and Urban Greening

There are residential units and Kerman High School located south of the Project. The District suggests the City consider the feasibility of incorporating vegetative barriers and urban greening as a measure to further reduce air pollution exposure on sensitive receptors (e.g., residential units).

While various emission control techniques and programs exist to reduce air quality emissions from mobile and stationary sources, vegetative barriers have been shown to be an additional measure to potentially reduce a population's exposure to air pollution through the interception of airborne particles and the update of gaseous pollutants. Examples of vegetative barriers include, but are not limited to the following: trees, bushes, shrubs, or a mix of these. Generally, a higher and thicker vegetative barrier with full coverage will result in greater reductions in downwind pollutant concentrations. In the same manner, urban greening is also a way to help improve air quality and public health in addition to enhancing the overall beautification of a community with drought tolerant, low-maintenance greenery.

7) Clean Lawn and Garden Equipment in the Community

Since the Project consists of commercial and residential development, gas-powered commercial and residential lawn and garden equipment have the potential to result in an increase of NOx and PM2.5 emissions. Utilizing electric lawn care equipment can provide residents with immediate economic, environmental, and health benefits. The District recommends the Project proponent consider the District's Clean Green Yard Machines (CGYM) program which provides incentive funding for replacement of existing gas powered lawn and garden equipment. More information on the District CGYM program and funding can be found at: https://ww2.valleyair.org/grants/clean-green-yard-machines-residential/ and https://ww2.valleyair.org/grants/zero-emission-landscaping-equipment-voucher-program/.

8) District Rules and Regulations

The District issues permits for many types of air pollution sources, and regulates some activities that do not require permits. A project subject to District rules and regulations would reduce its impacts on air quality through compliance with the District's regulatory framework. In general, a regulation is a collection of individual rules, each of which deals with a specific topic. As an example, Regulation II (Permits) includes District Rule 2010 (Permits Required), Rule 2201 (New and Modified Stationary Source Review), Rule 2520 (Federally Mandated Operating

Permits), and several other rules pertaining to District permitting requirements and processes.

The list of rules below is neither exhaustive nor exclusive. Current District rules can be found online at: https://ww2.valleyair.org/rules-and-planning/current-district-rules-and-regulations. To identify other District rules or regulations that apply to future projects, or to obtain information about District permit requirements, the project proponents are strongly encouraged to contact the District's Small Business Assistance (SBA) Office at (559) 230-5888.

8a) District Rules 2010 and 2201 - Air Quality Permitting for Stationary Sources

Stationary Source emissions include any building, structure, facility, or installation which emits or may emit any affected pollutant directly or as a fugitive emission. District Rule 2010 (Permits Required) requires operators of emission sources to obtain an Authority to Construct (ATC) and Permit to Operate (PTO) from the District. District Rule 2201 (New and Modified Stationary Source Review) requires that new and modified stationary sources of emissions mitigate their emissions using Best Available Control Technology (BACT).

This Project may be subject to District Rule 2010 (Permits Required) and Rule 2201 (New and Modified Stationary Source Review) and may require District permits. Prior to construction, the Project proponent should submit to the District an application for an ATC. For further information or assistance, the project proponent may contact the District's SBA Office at (559) 230-5888.

8b) District Rule 9510 - Indirect Source Review (ISR)

The Project is subject to District Rule 9510 because it will receive a project-level discretionary approval from a public agency and will equal or exceed 9,000 square feet of space.

The purpose of District Rule 9510 is to reduce the growth in both NOx and PM emissions associated with development and transportation projects from mobile and area sources; specifically, the emissions associated with the construction and subsequent operation of development projects. The ISR Rule requires developers to mitigate their NOx and PM emissions by incorporating clean air design elements into their projects. Should the proposed development project clean air design elements be insufficient to meet the required emission reductions, developers must pay a fee that ultimately funds incentive projects to achieve off-site emissions reductions.

Per Section 5.0 of the ISR Rule, an Air Impact Assessment (AIA) application is required to be submitted no later than applying for project-level approval from a public agency. As of the date of this letter, the District has not received an AIA application for this Project. Please inform the project proponent to immediately submit an AIA application to the District to comply with District Rule 9510 so that proper mitigation and clean air design under ISR can be incorporated into the Project's design. One AIA application should be submitted for the entire Project.

Information about how to comply with District Rule 9510 can be found online at: https://ww2.valleyair.org/permitting/indirect-source-review-rule-overview

The AIA application form can be found online at: https://ww2.valleyair.org/permitting/indirect-source-review-rule-overview/forms-and-applications/

District staff is available to provide assistance and can be reached by phone at (559) 230-5900 or by email at ISR@valleyair.org.

8c) District Rule 4002 (National Emissions Standards for Hazardous Air Pollutants)

In the event an existing building will be renovated, partially demolished or removed, the Project may be subject to District Rule 4002. This rule requires a thorough inspection for asbestos to be conducted before any regulated facility is demolished or renovated. Information on how to comply with District Rule 4002 can be found online at: https://ww2.valleyair.org/compliance/demolition-renovation/

8d) District Rule 4601 (Architectural Coatings)

The Project will be subject to District Rule 4601 since it is expected to utilize architectural coatings. Architectural coatings are paints, varnishes, sealers, or stains that are applied to structures, portable buildings, pavements or curbs. The purpose of this rule is to limit VOC emissions from architectural coatings. In addition, this rule specifies architectural coatings storage, cleanup and labeling requirements. Additional information on how to comply with District Rule 4601 requirements can be found online at: https://ww2.valleyair.org/media/tkgjeusd/rule-4601.pdf

8e) District Regulation VIII (Fugitive PM10 Prohibitions)

The project proponent may be required to submit a Construction Notification Form or submit and receive approval of a Dust Control Plan prior to commencing any earthmoving activities as described in Regulation VIII,

specifically Rule 8021 – *Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities.*

Should the project result in at least 1-acre in size, the project proponent shall provide written notification to the District at least 48 hours prior to the project proponents intent to commence any earthmoving activities pursuant to District Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities). Also, should the project result in the disturbance of 5-acres or more, or will include moving, depositing, or relocating more than 2,500 cubic yards per day of bulk materials, the project proponent shall submit to the District a Dust Control Plan pursuant to District Rule 8021 (Construction, Demolition, Excavation, Extraction, and Other Earthmoving Activities). For additional information regarding the written notification or Dust Control Plan requirements, please contact District Compliance staff at (559) 230-5950.

The application for both the Construction Notification and Dust Control Plan can be found online at: https://ww2.valleyair.org/media/fm3jrbsq/dcp-form.docx

Information about District Regulation VIII can be found online at: https://ww2.valleyair.org/dustcontrol

8f) District Rule 4901 - Wood Burning Fireplaces and Heaters

The purpose of this rule is to limit emissions of carbon monoxide and particulate matter from wood burning fireplaces, wood burning heaters, and outdoor wood burning devices. This rule establishes limitations on the installation of new wood burning fireplaces and wood burning heaters. Specifically, at elevations below 3,000 feet in areas with natural gas service, no person shall install a wood burning fireplace, low mass fireplace, masonry heater, or wood burning heater.

Information about District Rule 4901 can be found online at: https://ww2.valleyair.org/compliance/residential-wood-smoke-reduction-program/

8g) Other District Rules and Regulations

The Project may also be subject to the following District rules: Rule 4102 (Nuisance) and Rule 4641 (Cutback, Slow Cure, and Emulsified Asphalt, Paving and Maintenance Operations).

9) District Comment Letter

The District recommends that a copy of the District's comments be provided to the Project proponent.

If you have any questions or require further information, please contact Matt Crow by e-mail at Matt.Crow@valleyair.org or by phone at (559) 230-5931.

Sincerely,

Tom Jordan
Director of Policy and Government Affairs



For: Mark Montelongo
Program Manager

Resolution No. 2025-05

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL (1) ADOPT THE FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, SECTION 15091; (2) CERTIFY THE MITIGATED NEGATIVE DECLARATION (SCH NO. 2025060904); (3) ADOPT THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM; AND (4) APPROVE GENERAL PLAN AMENDMENT 2023-02 TO AMEND THE 2040 KERMAN GENERAL PLAN PLANNED LAND USE DESIGNATIONS FOR ASSESSOR'S PARCEL NUMBER (APN) 020-120-06 TO MU – MIXED USE AND MDR – MEDIUM DENSITY RESIDENTIAL (SOUTHWEST CORNER OF WEST NIELSEN AVENUE AND NORTH MADERA AVENUE)

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Kerman has adopted a Comprehensive General Plan Update and Environmental Impact Report in July 2020, and the City of Kerman is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, an application was filed by Lifetime Communities, pertaining to two (2) parcels (APNs 020-120-06 and 020-120-03S) consisting of approximately 40 acres located on the south side of West Nielsen Avenue between North Madera Avenue (State Route 145) and North Del Norte Avenue ("project site"), requesting to amend the 2040 Kerman General Plan through General Plan Amendment 2023-02; and

WHEREAS, the project site has a City of Kerman 2040 General Plan land use designation of MDR – Medium Density Residential (± 30.19 acres) and GC – General Commercial (± 9.64 acres); and

WHEREAS, General Plan Amendment 2023-02 requests to increase land designated MDR – Medium Density Residential from 30.19 acres to 30.39 acres, remove GC – General Commercial, and increase MU – Mixed Use from zero acres to 8.74 acres, representing an increase in acreages of MDR and MU land use designations and decrease in acreage of the GC land use designation as shown in Exhibit 1; and

WHEREAS, approval of the project would also require approval of General Plan Amendment 2023-02, Rezone 2023-03, Tentative Parcel Map 2024-01, Tentative Subdivision Map 2023-03, and Annexation 2023-03; and

WHEREAS, the proposed General Plan Amendment will be consistent with the General Plan and the underlying zoning district, as proposed by Rezone 2023-03; and

WHEREAS, the General Plan Amendment is not expected to be detrimental to the health, safety and welfare of the city; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City of Kerman ("City") as the Lead Agency, has analyzed the proposed Project (inclusive of the two parcels to be annexed), including the General Plan Amendment, Rezone, Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2024060904) ("IS/MND") to evaluate the project; and

WHEREAS, in compliance with CEQA Section 21080.4, a Notice of Intent ("NOI") was prepared by the City and distributed for public comment to the State Clearinghouse, responsible agencies, and other interested parties for a 20-day public review and comment period commencing on June 18, 2025 and ending on July 9, 2025; and,

WHEREAS, the Draft IS/MND was circulated for a 20-day public review and comment period commencing on June 18, 2025 to July 9, 2025, and a copy of the Draft IS/MND was circulated through the State Clearinghouse, posted on the City's website, and was available at City Hall; and

WHEREAS, the public review period for the Draft IS/MND ended on July 9, 2025; and

WHEREAS, a Final IS/MND was prepared for the proposed Project consistent with CEQA Guidelines Section 15070(b) which addressed comments received on the Draft, as well as any appropriate revisions and clarifications to the Draft IS/MND; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information contained in the IS/MND, and considered testimony received as a part of the public hearing process; and

WHEREAS, after due consideration of all the items before it, the Planning Commission now desires to recommend to the City Council approval of General Plan Amendment 2023-02 and certification of IS/MND as set forth herein.

NOW THEREFORE, be it resolved by the Planning Commission of the City of Kerman as follows:

1. Recitals. The Planning Commission hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. IS/MND Contents. The IS/MND consists of the following, hereafter collectively referred to as the "IS/MND".

a. The IS/MND including any attached appendices.
b. The Notice of Intent and comments received in response to the notice.
c. The Mitigation Monitoring and Reporting Program.
d. The Notice of Completion of the IS/MND for public review.
e. Any other information added by the Lead Agency.

3. Certification of Compliance with CEQA. The Planning Commission does hereby find that the IS/MND, including the Mitigation Monitoring and Reporting Program, has been prepared in accordance with the requirements of CEQA and the CEQA Guidelines.

4. Recommendation for IS/MND Certification. The Planning Commission does hereby recommend the following to the City Council.

   a. Recommendation to Adopt the Initial Study and Mitigated Negative Declaration. The Planning Commission hereby recommends to the City Council that it certify that 1) the IS/MND has been completed in compliance with CEQA, 2) that it has reviewed and considered the information contained in the IS/MND prior to approving the project, and 3) that the IS/MND reflects the City Council's independent judgment and analysis.

   b. Recommendation Regarding Feasible and Binding Effect of Mitigation Monitoring and Reporting Program. The Planning Commission hereby recommends to the City Council that it find that the mitigation measures described and specifically identified in the above referenced documents are feasible and shall become binding upon the entity (such as the project proponent or the City) assigned thereby to implement the particular mitigation measures as identified in the Mitigation Monitoring and Reporting Program.

   c. Recommendation to Adopt Mitigation Monitoring and Reporting Program. As required by applicable State law, the Planning Commission hereby recommends to the City Council that it adopt the Mitigation Monitoring and Reporting Program set forth in Exhibit 3 of this Resolution. The Planning Commission finds that the Mitigation Monitoring and Reporting Program is designed to ensure that, during project implementation, the City and any other responsible parties implement the project components and comply with the mitigation measures identified inthe Mitigation Monitoring and Reporting Program.

5. Custodian of Records. The City Clerk is recommended as the designated custodian of records for documents comprising the record of the proceedings upon which its decision is based. These documents are maintained at City Hall, located at 850 S. Madera Ave. Kerman, CA, 93630.

6. General Plan Consistency: The Planning Commission finds and recommends the City Council find that the public necessity, general welfare, good planning practices, public interest, and convenience warrant approval of General Plan Amendment 2023-02, including the following:

a. The change is consistent with the General Plan goals and policies. The project site is currently planned for residential and commercial uses. The project requests an amendment to the General Plan and Zoning Map to increase the acreage of land designated for medium density residential use, remove the acreage of land designated for commercial, and increase the acreage of land designated for mixed use. The project would facilitate future residential and commercial development within an area with existing and planned residential, commercial, recreational, and public institutional uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with General Plan Policies LU-1.4 (Limit Residential Development Along Highways), LU-1.6 (Agricultural Buffers), LU-3.2 (Urban Form), LU-3.3 (Prevent Sprawl Development), LU-3.4 (Leapfrog Development) LU-4.5 (Right-to-Farm Disclosure), and LU-5.4 (New Incompatible Land Uses). Therefore, the change is consistent with the General Plan goals and policies.

b. The change is consistent with the purpose of the Zoning Ordinance to preserve and promote the public health, safety and welfare of the city and to facilitate growth and expansion of the city in a precise and orderly manner. The project is currently planned for residential and commercial uses. The project requests an amendment to the General Plan to increase the acreage of land designated for medium density and mixed-use uses, which requires removal of the acreage of land designated for commercial uses. A rezone is also proposed to pre-zone the parcels to be annexed and rezone them to zoning districts consistent with the proposed land use designations. The proposed zoning districts are identified as compatible zoning districts for the proposed land use designations as shown in the General Plan. Future development proposed on the project site would be subject to compliance with the applicable standards and requirements of the Zoning Ordinance, standards which were adopted by the City to ensure preservation and promotion of public health, safety and welfare of the city and to facilitate growth and expansion of the city in a precise and orderly manner. Further, the project has been reviewed by the various City departments and evaluated for conformity with the requirements of the Zoning Ordinance. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with the purpose of the Zoning Ordinance.

c. There will not be significant effects upon the quality of the environment and natural resources. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2024031008) to evaluate

the proposed Project. It was determined that all impacts were either less than significant or could be mititaged to a less than significant level.

7. Recommendations for Approval. Given that all the findings can be made, the Planning Commission recommends that the City Council adopt a resolution to amend the Kerman General Plan land use designations for the parcel identified as Assessor's Parcel Number (APN) 020-120-06, resulting in an increase in land designed MDR – Medium density Residential from from 30.19 acres to 30.39 acres, remove GC – General Commercial, and increase MU – Mixed Use from zero acres to 8.74 acres, representing an increase in acreages of MDR and MU land use designations and decrease in acreage of the GC land use designation located on the south side of West Nielsen Avenue between North Madera Avenue (State Route 145) and North Del Norte Avenue as set forth in Exhibit 1.

8. Effective Date of Resolution. This Resolution shall become effective immediately. The Secretary of the Planning Commission shall certify to the adoption of the Resolution and shall transmit copies of the same to the City Council of the City of Kerman.

I HEREBY CERTIFY that the foregoing Resolution was approved at a special meeting of the Planning Commission of the City of Kerman on the 22nd day of September 2025, and was fully adopted at said meeting by the following vote:

Ayes: Bishop, Nehring, Bandy, Molloy, Dolzadelli

Noes: None

Absent: None

Recused: None

The foregoing resolution is hereby approved.

Scott Bishop, Chairperson

Attest:

Jerry Jones
Planning Commission Secretary

Resolution 2025-06

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL ADOPT AN ORDINANCE TO AMEND THE OFFICIAL ZONING MAP OF THE CITY OF KERMAN FOR TWO (2) PARCELS IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS (APNS) 020-120-06 (19.82 ACRES) AND 020-120-03S (20 ACRES), PRE-ZONING THE PARCELS CONSISTENT WITH THE PROPOSED LAND USE DESIGNATIONS, RESULTING IN APPROXIMATELY 30.39 ACRES WITHIN THE SMART DEVELOPMENT COMBINING DISTRICT – RESIDENTIAL – MINIMUM 3,500 SQUARE FEET (SD-R-3.5), 8.74 ACRES WITHIN THE MIXED USE DISTRICT, TOTALING APPROXIMATELY 39.13 ACRES LOCATED ON THE SOUTH SIDE OF WEST NIELSEN AVENUE BETWEEN NORTH MADERA AVENUE AND NORTH DEL NORTE AVENUE (REZONE 2023-03)

WHEREAS, Rezone 2023-03 pertains to two (2) parcels (APNs 020-120-06 and 020-120-3S) consisting of approximately 39.13 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue ("project site"), requesting to amend the Official Zoning Map of the City of Kerman; and

WHEREAS, the project site is located within the City of Kerman Sphere of Influence, but since it is outside City limits, the site is zoned by the County and is within the County of Fresno's Agricultural Exclusive – 20 acres (AE-20) and Limited Agricultural – 20 acres (AL-20) zone districts; and

WHEREAS, because the project site is outside City limits, the project requires annexation and pre-zoning to a zone district consistent with the City of Kerman 2040 General Plan; and

WHEREAS, Rezone 2023-03 requests to pre-zone/rezone the two (2) parcels (APNs 020-120-06 and 020-120-3S) to zoning districts consistent with the planned land use designations, upon approval of General Plan Amendment 2023-02; and

WHEREAS, the pre-zone/rezone would result in approximately 30.39 acres within the Smart Development Combining District – Residential – Minimum 3,500 Square Feet (SD-R-3.5) and 8.74 acres within the Mixed Use District (MU) as shown in Exhibit 1; and

WHEREAS, approval of the project would require approval of General Plan Amendment 2023-02, Rezone 2023-03, Tentative Parcel Map 2024-01, Tentative Subdivision Map 2023-03, and Annexation 2023-03; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project and the project is in compliance with CEQA; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission has completed its review of the Staff Report and documents submitted for the proposed project, evaluated the information contained in the IS/MND, and considered testimony received as a part of the public hearing process; and

WHEREAS, the Planning Commission now desires to recommend that the City Council adopt an ordinance to amend the Official Zoning Map of the City of Kerman for two (2) parcels (APNs 020-120-06 and 020-120-3S), pre-zoning the parcels to SD-R-3.5 and MU zoning districts, consistent with the planned land use designations, upon approval of General Plan Amendment 2023-02.

NOW, THEREFORE, be it resolved by the Planning Commission of the City of Kerman as follows.

1. Recitals. The Planning Commission hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. CEQA: The Planning Commission concurrently recommended certification of the IS/MND (SCH No. 2025060904) for the project. The IS/MND identified the pre-zoning of the project site. The pre-zoning does not change the environmental assessment of the IS/MND. Further, the Planning Commission recommended to the City Council certification of the IS/MND for this project. The Planning Commission further recommends findings that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the recommendation for certification that the project will have significant effect not discussed in the IS/MND. As such, the Planning Commission recommends the City Council find Rezone 2023-03 has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.

3. Rezone Findings. The Planning Commission finds, and recommends the City Council find, as follows:

a. The change is consistent with the General Plan. The project site is currently planned for residential and commercial uses. The project requests an amendment to the General Plan and Zoning Map to increase the acreage of land designated for medium density and mixed use uses, which requires the removal of the acreage of land designated for commercial uses. The project would facilitate future residential and commercial development within an area with existing and planned residential, recreational and public institutional uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with General Plan Policies LU-1.4 (Limit Residential Development Along Highways), LU-1.6 (Agricultural Buffers), LU-3.2 (Urban Form), LU-3.3 (Prevent Sprawl Development), LU-3.4 (Leapfrog Development) LU-4.5 (Right-to-Farm Disclosure), and LU-5.4 (New Incompatible Land Uses). Therefore, the change is consistent with the General Plan goals and policies.

b. The change is consistent with the purpose of the Zoning Ordinance to promote the health, safety, and welfare of the community. The project requests to pre-zone the parcels to be annexed and rezone them to zoning districts consistent with the proposed land use designations. The proposed zoning districts are identified as compatible zoning districts for the proposed land use designations as shown in the General Plan. Future development proposed on the project site would be subject to compliance with the applicable standards and requirements of the Zoning Ordinance, standards which were adopted by the City to ensure preservation and promotion of public health, safety and welfare of the city and to facilitate growth and expansion of the city in a precise and orderly manner. Further, the project has been reviewed by the various City departments and evaluated for conformity with the requirements of the Zoning Ordinance. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with the purpose of the Zoning Ordinance.

c. There will not be significant effects upon the quality of the environment and natural resources. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project. It was determined that all impacts were either less than significant or could be mitigated to a less than significant level.

4. Recommendation for Approval. Given that all the findings can be made, the Planning Commission recommends the City Council adopt an ordinance to amend the official zoning map of the City of Kerman for two (2) parcels identified as Assessor's Parcel Numbers (APNs)

020-120-06 (19.82 acres) and 020-120-03S (20 acres), pre-zoning the parcels consistent with the proposed land use designations, resulting in approximately 30.39 acres within the Smart Development Combining District – Residential – minimum 3,500 square feet (SD-R-3.5) and 8.74 acres within the Mixed Use District (MU), totaling approximately 39.13 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue (Rezone 2023-03), as set forth in Exhibit 2 of this resolution.

5. Effective Date of Resolution. This Resolution shall become effective immediately. The Secretary of the Planning Commission shall certify the adoption of the Resolution and shall transmit copies of the same to the City Council of the City of Kerman.

I HEREBY CERTIFY that the foregoing Resolution was approved at a special meeting of the City of Kerman Planning Commission on the 22nd day of September 2025, and was fully adopted at said meeting by the following vote:

Ayes: Bishop, Nehring, Bandy, Molloy, Dolzadelli

Noes: None

Absent: None

Recused: None

The foregoing resolution is hereby approved.

Scott Bishop, Chairperson

Attest:

Jerry Jones
Planning Commission Secretary

Resolution No. 2025-07

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THAT THE CITY COUNCIL ADOPT A RESOLUTION TO APPROVE THE ORCHARDS AT GILL ESTATES PARCEL MAP OF TWO (2) PARCELS IDENTIFIED AS 020-120-06 (19.82 ACRES) AND 020-120-03S (20 ACRES) INTO TWO (2) PARCELS AND ONE (1) REMAINDER, INCLUDING A 28.35-ACRE "PARCEL 1" THAT WOULD ACCOMMODATE TSM 2023-03, A 8.74-ACRE "PARCEL 2" ON THE EAST PORTION OF APN 020-120-06 WITH NO DEVELOPMENT PROPOSED AT THIS TIME, AND A 2.04-ACRE "REMAINDER" ON THE NORTHWEST CORNER WITH AN EXISTING SINGLE-FAMILY RESIDENCE (TENTATIVE PARCEL MAP 2024-01)

WHEREAS, Lifetime Communities submitted Tentative Parcel Map 2024-01 pertaining to two (2) parcels (APNs 020-120-06 and 020-120-03S) that total approximately 40 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue ("project site"); and

WHEREAS, Tentative Parcel Map 2024-01 proposes to split the two (2) parcels into two (2) parcels and one (1) remainder (Exhibit 1); and

WHEREAS, General Plan Amendment 2023-02, Rezone 2023-03, Annexation 2023-03, and Tentative Subdivision Map 2023-03 were considered concurrently by the Planning Commission with Tentative Parcel Map 2024-01; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, Annexation, Tentative Parcle Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project and the project is in compliance with CEQA; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission completed its review of the Staff Report and documents submitted for the proposed project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred, and the Planning Commission now desires to recommend to the City Council adoption of a resolution approving Tentative Parcel Map 2024-01.

NOW, THEREFORE, the Planning Commission of the City of Kerman resolves as follows:

1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. CEQA: The Planning Commission concurrently recommended certification of the IS/MND (SCH No. 2025060904) for the project. The IS/MND identified the land divisionof the project site. The land division does not change the environmental assessment of the IS/MND. Further, the Planning Commission recommended to the City Council certification of the IS/MND for this project. The Planning Commission further recommends findings that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the recommendation for certification that the project will have significant effect not discussed in the IS/MND. As such, the Planning Commission recommends the City Council find Rezone 2023-03 has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.

3. Subdivision Findings. The Planning Commission determines that none of the findings required by the City's Subdivision Ordinance and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this project, or that findings regarding flood protection cannot be made. To the contrary, the Planning Commission finds, and recommends the City Council find, as follows:

    a. The proposed map is consistent with the applicable General Plan, Subdivision Ordinance, Specific Plan, and the Subdivision Map Act. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, Tentative Parcel Map 2024-01 is consistent with all local planning documents including the General Plan, Subdivision Ordinance, and Zoning Ordinance, and the Subdivision Map Act.

    b. The design or improvement of the proposed land division is consistent with applicable general plan and specific plans. Tentative Parcel Map 2024-01 is consistent with the intended land uses, density, and development standards outlined in the General Plan. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the subdivision is consistent with the density and land use designated by the General Plan, as well as circulation, pedestrian accessibility, and other design or improvement requirements of the General Plan. There is no specific plan applicable to the site.

    c. That the site is physically suitable for the proposed type of development. Tentative Parcel Map 2024-01 would split the two (2) parcels identified as APNs 020-120-06 and 020-120-03S into two (2) parcels and one (1) remainder parcel to facilitate

future residential and commercial uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, land characteristics, including topography, soil conditions, drainage patterns, ingress/egress and access points, and utility availability are appropriate and can accommodate future development without significant challenges or modifications.

d. That the site is physically suitable for the proposed density of development. Tentative Parcel Map 2024-01 would split the two (2) parcels identified as APNs 020-120-06 and 020-120-03S into two (2) parcels and one (1) remainder parcel. The parcel sizes conform to the standards of development as defined by the Zoning Ordinance for the applicable development zone districts. Future development would be subject to compliance with applicable development standards, including allowable density and intensity. Compliance with these standards would be ensured through the entitlement review process.

e. The design of the land division and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project. It was determined that all impacts were either less than significant or could be mitigated to a less than significant level.

f. The design of the land division and type of improvements being required are not likely to cause serious public health problems. All improvements shall be required by the City and shall include sewer, water, underground power, telephone, gas, concrete curbs, gutters, sidewalks, permanent street pavement, and streetlights. The project will be tied into existing municipal water, sewer, and storm drain systems through the extension of existing systems Sanitary sewer service would be provided through connection to the existing trunk sewer main in First Street at the east-west street along the southern boundary of the site. Domestic water service would also be provided through a connection point at the same location. A drainage basin is proposed on-site in Outlot D of the subdivision on a portion of the parcel identified as APN 020-120-03S. The basin was adequately sized to accommodate stormwater runoff from the site. Associated electric, natural gas, telecommunications, and solid waste services are provided by private companies and will serve the project site as needed. Through compliance with applicable development standards, environmental mitigation measures, and conditions of

approval, the design of the land division and type of improvements being required are not likely to cause serious public health problems.

g. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. There are no public easements encumbering the property. Upon development, all modifications made to the existing public improvements fronting the parcels will be required to meet current City standards.

h. That the proposed design provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision pursuant to Government Code Section 66473.1. As feasible, the project has attempted to take advantage of passive or natural cooling opportunities in subdivision design. Appropriate consideration was given to the local climate, while ensuring that heating and cooling opportunities did not result in the reduction of allowable densities or the percentage of a lot that may be occupied as contemplated by Government Code section 66473.1.

4. Approval with Conditions. Based on the aforementioned findings, the Planning Commission recommends the City Council to adopt a resolution to approve Tentative Parcel Map 2024-01 (Exhibit '1'), subject to the conditions set forth in Exhibit '2' (Tentative Parcel Map 2024-01 conditions of approval) attached hereto.

5. Effective Date of Resolution. This Resolution shall become effective immediately. The Secretary of the Planning Commission shall certify to the adoption of the Resolution and shall transmit copies of the same to the City Council of the City of Kerman

I HEREBY CERTIFY that the foregoing Resolution was approved at a special meeting of the City of Kerman Planning Commission on the 22nd day of September 2025, and was fully adopted at said meeting by the following vote:

Ayes: Bishop, Nehring, Bandy, Molloy, Dolzadelli

Noes: None

Absent: None

Recused: None

The foregoing resolution is hereby approved.

Scott Bishop, Chairperson

Attest:

Jerry Jones
Planning Commission Secretary

Resolution No. 2025-08

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION TO APPROVE THE ORCHARDS AT GILL ESTATES SUBDIVISION OF ONE (1) PARCEL INTO 172 SINGLE-FAMILY LOTS RANGING IN SIZE FROM 3,690 SQUARE FEET TO 8,987 SQUARE FEET AND FIVE (5) OUTLOTS, TOTALING APPROXIMATELY 28.35 ACRES LOCATED ON THE SOUTH SIDE OF WEST NIELSEN AVENUE BETWEEN NORTH MADERA AVENUE AND NORTH DEL NORTE AVENUE (TENTATIVE SUBDIVISION MAP 2023-03)

WHEREAS, Lifetime Communities submitted Tentative Subdivision Map 2023-03. "The Orchards at Gill Estates," pertaining to one (1) parcel (Parcel 1 of Tentative Parcel Map 2024-01) consisting of approximately 28.35 acres located on the south side of West Nielsen Avenue between North Madera Avenue and North Del Norte Avenue ("project site"); and

WHEREAS, Tentative Subdivision Map 2023-03 proposes to subdivide the 28.35 acres into 172 single-family lots, ranging in size from 3,690 square feet to 8,987 square feet (Exhibit 1); and

WHEREAS, General Plan Amendment 2023-02, Rezone 2023-03, Annexation 2023-03, and Tentative Parcel Map 2024-01 were considered concurrently by the Planning Commission with Tentative Subdivision Map 2023-03; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project and the project is in compliance with CEQA; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission completed its review of the Staff Report and documents submitted for the proposed project; and

WHEREAS, all legal prerequisites to the adoption of this Resolution have occurred, and the Planning Commission now desires to recommend to the City Council adoption of a resolution approving Tentative Subdivision Map 2023-03.

NOW, THEREFORE, the Planning Commission of the City of Kerman resolves as follows:

6. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

7. CEQA: The Planning Commission concurrently recommended certification of the IS/MND (SCH No. 2025060904) for the project. The IS/MND identified the subdivision. The subdivision does not change the environmental assessment of the IS/MND. Further, the Planning Commission recommended to the City Council certification of the IS/MND for this project. The Planning Commission further recommends findings that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the recommendation for certification that the project will have significant effect not discussed in the IS/MND. As such, the Planning Commission recommends the City Council find Tentative Subidivion Map 2023-03 has already been fully assessed in accordance with CEQA, no subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.

8. Subdivision Findings. The Planning Commission determines that none of the findings required by the City's Subdivision Ordinance and the California Subdivision Map Act Section 66474 that require the City to deny approval of a tentative map apply to this project, or that findings regarding flood protection cannot be made. To the contrary, the Planning Commission finds, and recommends the City Council find, as follows:

    a. The proposed map is consistent with the applicable General Plan, Subdivision Ordinance, Specific Plan, and the Subdivision Map Act. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, Tentative Subdivision Map 2023-03 is consistent with all local planning documents including the General Plan, Subdivision Ordinance, and Zoning Ordinance, and the Subdivision Map Act.

    b. The design or improvement of the proposed land division is consistent with applicable general plan and specific plans. Tentative Subdivision Map 2023-03 is consistent with the intended land uses, density, and development standards outlined in the General Plan. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the subdivision is consistent with the density and land use designated by the General Plan, as well as circulation, pedestrian

accessibility, and other design or improvement requirements of the General Plan. There is no specific plan applicable to the site.

c. That the site is physically suitable for the proposed type of development. Tentative Subdivision Map 2023-03 would subdivide "Parcel 1" of the Tentative Parcel Map 2024-01 to create 172 parcels to support single-family uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, land characteristics, including topography, soil conditions, drainage patterns, ingress/egress and access points, and utility availability are appropriate and can accommodate future development without significant challenges or modifications.

d. That the site is physically suitable for the proposed density of development. Tentative Subdivision Map 2023-03 would subdivide "Parcel 1" of the Tentative Parcel Map 2024-01 to create 172 parcels. The lot areas will conform to the standards of development as defined by the Zoning Ordinance for the applicable development zone districts. Future development will be subject to compliance with applicable development standards, including allowable density and intensity. Compliance with these standards would be ensured through the entitlement review process.

e. The design of the subdivision and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish, wildlife, or their habitat. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project. It was determined that all impacts were either less than significant or could be mitigated to a less than significant level.

f. The design of the subdivision and type of improvements being required are not likely to cause serious public health problems. All improvements shall be required by the City and shall include sewer, water, underground power, telephone, gas, concrete curbs, gutters, sidewalks, permanent street pavement, and streetlights. The project will be tied into existing municipal water, sewer, and storm drain systems through the extension of existing systems. Sanitary sewer service would be provided through connection to the existing trunk sewer main in First Street at the east-west street along the

southern boundary of the site. Domestic water service would also be provided through a connection point at the same location. A drainage basin is proposed on-site in Outlot D of the subdivision on a portion of the parcel identified as APN 020-120-03S. The basin was adequately sized to accommodate stormwater runoff from the site. Associated electric, natural gas, telecommunications, and solid waste services are provided by private companies and will serve the project site as needed. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the design of the subdivision and type of improvements being required are not likely to cause serious public health problems.

g. The design of the subdivision or the type of improvements will not conflict with easements, acquired by the public at large, for access through or use of property within the proposed subdivision. There are no public easements encumbering the property. Upon development, all modifications made to the existing public improvements fronting the parcels will be required to meet current City standards.

h. That the proposed design provides, to the extent feasible, for future passive or natural heating or cooling opportunities in the subdivision pursuant to Government Code Section 66473.1. As feasible, the project has attempted to take advantage of passive or natural cooling opportunities in subdivision design. Appropriate consideration was given to the local climate, while ensuring that heating and cooling opportunities did not result in the reduction of allowable densities or the percentage of a lot that may be occupied as contemplated by Government Code section 66473.1.

9. Approval with Conditions. Based on the aforementioned findings, the Planning Commission recommends the City Council to adopt a resolution to approve Tentative Subdivision Map 2023-03 (Exhibit '1'), subject to the conditions set forth in Exhibit '2' (Tentative Subdivision Map 2023-03 conditions of approval) attached hereto.

10. Effective Date of Resolution. This Resolution shall become effective immediately. The Secretary of the Planning Commission shall certify to the adoption of the Resolution and shall transmit copies of the same to the City Council of the City of Kerman

I HEREBY CERTIFY that the foregoing Resolution was approved at a special meeting of the City of Kerman Planning Commission on the 22nd day of September 2025, and was fully adopted at said meeting by the following vote:

Ayes: Bishop, Nehring, Bandy, Molloy, Dolzadelli

Noes: None

Absent: None

Recused: None

The foregoing resolution is hereby approved.

Scott Bishop, Chairperson

Attest:

Jerry Jones
Planning Commission Secretary

Resolution No. 2025-09

A RESOLUTION OF THE PLANNING COMMISSION RECOMMENDING THE CITY COUNCIL ADOPT A RESOLUTION TO INITIATE ANNEXATION OF TWO (2) PARCELS IDENTIFIED AS ASSESSOR'S PARCEL NUMBERS (APNS) 020-120-06 (19.82 ACRES) AND 020-120-03S (20 ACRES), TOTALING APPROXIMATELY 40 ACRES LOCATED ON THE SOUTH SIDE OF WEST NIELSEN AVENUE BETWEEN NORTH MADERA AVENUE AND NORTH DEL NORTE AVENUE (ANNEXATION 2023-03)

WHEREAS, the City of Kerman desires to initiate proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, Division 3, commencing with Section 56000 of the California Government Code; and

WHEREAS, Government Code section 56654 provides that "[a] proposal for a change of organization or a reorganization may be made by the adoption of a resolution of application by the legislative body of an affected local agency . . . [;]" and

WHEREAS, the specific changes of organization requested consists of an annexation into the City of Kerman and detachment from the County of Fresno and the Kings River Conservation District of the parcels identified as APNs 020-120-06 and 020-120-03S ("project site"); and

WHEREAS, a map of the boundaries of the territory is set forth in Exhibit '1' attached hereto and by this reference incorporated herein; and

WHEREAS, the affected territory proposed to be changed is inhabited, and on this day contains 5 registered voters, according to information received from the County Elections Office; and

WHEREAS, the proposed annexation area is inside the Sphere of Influence of the City of Kerman; and

WHEREAS, the City has an agreement with the County of Fresno to comply with Revenue and Tax Code Section 99 regarding property tax revenue transfer upon annexation, which memorandum of understanding includes standards of annexations; and

WHEREAS, the City does not propose any specific term and conditions for the proposed reorganization; and

WHEREAS, the reasons for this proposed annexation is to facilitate future residential and commercial development; and

WHEREAS, approval of the project would require approval of General Plan Amendment 2023-02, Rezone 2023-03, Tentative Parcel Map 2024-01, Tentative Subdivision Map 2023-04, and Annexation 2023-04; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project and the project is in compliance with CEQA; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission completed its review of the Staff Report and documents submitted for the proposed project; and

WHEREAS, all prerequisites for the initiation of proceedings, pursuant to the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000, have been met; and

WHEREAS, after due consideration of all the items before it, the Planning Commission now desires to adopt this Resolution to recommend the City Council to adopt a resolution to initiate annexation proceedings for the affected territory as set forth in Exhibit 1.

NOW, THEREFORE, Planning Commission of the City of Kerman resolves as follows:

1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. CEQA. The Planning Commission concurrently recommended certification of the IS/MND (SCH No. 2025060904) for the project. The IS/MND identified the annexation of the project site. The annexation does not change the environmental assessment of the IS/MND. Further, the Planning Commission recommended to the City Council certification of the IS/MND for this project. The Planning Commission further recommends findings that no subsequent review is required under CEQA Guidelines section 15162 as since that time no substantial changes have been proposed in the project which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. Likewise, no substantial changes have occurred since that time with respect to the circumstances under which the project is undertaken which will require major revisions of the IS/MND due to the involvement of new significant environmental effects or a substantial increase in the severity of previously identified significant effects. There is also no new information, which was not known and could not have been known at the time of the recommendation for certification that the project will have significant effect not discussed in the IS/MND. As such, the Planning Commission recommends the City Council find Rezone 2023-03 has already been fully assessed in accordance with CEQA, no

subsequent review is required under CEQA Guidelines section 15162, and no further action or review is required under CEQA.

3. General Plan Consistency. The Planning Commission finds that the annexation is consistent with the goals, objectives, and policies of the City of Kerman 2040 General Plan, as amended by General Plan Amendment 2023-02. In this regard, the Planning Commission finds that public necessity, convenience, general welfare, or good zoning practices justify annexation of the project site. Specifically, the annexation and pre-zoning change is consistent with the General Plan goals and policies, any operative plan, or adopted policy including LU-3.2 Urban Form; LU-3.3 Prevent Sprawl Development; and LU-3.4 Leapfrog Development as described below and implements the planned residential and commercial land uses for the project site.

    a. General Plan Policy LU-3.2 Urban Form: The project site is outside City limits but is within the City's Sphere of Influence. The project requires annexation and therefore would result in a change in City limits. The project as proposed would meet the considerations of General Plan Policy LU-3.2 Urban Form. Specifically, the project would facilitate future residential units which would help meet the city's residential housing needs such as affordable housing or a desire for a wider and more diverse range of housing. The project would also facilitate open space (Outlot C) and recreational facilities (pedestrian trail) meeting several community needs. The project would not result in obstacles to growth because future development would be able to connect to City services. The project would also result in infrastructure improvements, including roadway and circulation improvements. Lastly, the project would facilitate future commercial uses through mixed-uses which would serve the city's economic development needs. Lastly, the project would facilitate future commercial uses which would serve the city's economic development needs. Based on these considerations, the project as proposed maintains growth management controls and is consistent with General Plan Policy LU-3.2.

    b. General Plan Policy LU-3.3 Prevent Sprawl Development: The project site is contiguous to existing and approved development within City Limits. Thus, the project does not encourage sprawl and is therefore consistent with General Plan Policy LU-3-3.

    c. General Plan Policy LU-3.4 Leapfrog Development: The project site is contiguous to existing urban development and thus would not constitute leapfrog development.

4. Findings for Annexation. The Planning Commission further finds, and recommends the City Council find, as follows:

a. The proposed annexation is within the City's adopted Sphere of Influence. The project site is outside City limits but is within the City's Sphere of Influence. The project requires annexation and therefore would result in a change in City limits. The project as proposed would meet the considerations of General Plan Policy LU-3.2 Urban Form, which sets the City's growth management control measures. Specifically, the project would facilitate future residential units which would help meet the city's residential housing needs such as affordable housing or a desire for a wider and more diverse range of housing. The project would also facilitate open space (Outlot C) meeting community needs. The project would not result in obstacles to growth because future development would be able to connect to City services. The project would also result in infrastructure improvements, including roadway and circulation improvements. Lastly, the project would facilitate future commercial uses through mixed-use development which would serve the city's economic development needs. Based on these considerations, the project as proposed maintains growth management controls and is consistent with General Plan Policy LU-3.2.

b. The proposal must be consistent with city general and specific plans, including adopted goals and policies. The project would facilitate future residential and commercial development within an area with existing and planned residential, commercial, recreational, and public institutional uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with General Plan Policies LU-1.4 (Limit Residential Development Along Highways), LU-1.6 (Agricultural Buffers), LU-3.2 (Urban Form), LU-3.3 (Prevent Sprawl Development), LU-3.4 (Leapfrog Development), LU-4.5 (Right-to-Farm Disclosure), and LU-5.4 (New Incompatible Land Uses). There are no specific plans applicable to the proposed project.

c. Pursuant to CEQA, the proposal must mitigate any significant adverse effect on continuing agricultural operations on adjacent properties, to the extent reasonable and consistent with the applicable general and specific plan. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) to evaluate the proposed Project. It was determined that all impacts were either less than significant or could be mitigated to a less than significant level.

d. At least 25% of the area proposed for annexation has an approved tentative subdivision map(s) (single-family residential) and an approved site plan (for uses besides single-family). The proposed annexation would meet this condition whereby at least 25% of the proposed annexation area will include an approved tentative map for single-family use.

e. The annexation is to fulfill the city's Regional Housing Needs Allocation (RHNA) obligation which otherwise cannot be accommodated on lands currently within the city's incorporated boundary. The project would facilitate future residential uses which would assist the City with fulfilling the city's RHNA obligation within the City's 6th Cycle Housing Element Update.

f. The proposal would not create islands. Boundaries must ultimately minimize creation of peninsulas and corridors, or other distortion of boundaries. The proposed annexation area would not create islands. New boundaries would not create any peninsulas or corridors.

5. Approval of Initiation of Reorganization. Based on the information provided above, the Planning Commission recommends the City Council of the City of Kerman approve a resolution to initiate annexation and reorganization of the project site that is not within the City limits, by adopting a resolution of application requesting the Local Agency Formation Commission of Fresno County to initiate proceedings for the change of organization of territory as described in Exhibit '1', in the manner provided by the Cortese-Knox-Hertzberg Local Government Reorganization Act of 2000. The Planning Commission recommends that the City Council authorize and direct the City Manager to take all necessary steps to effectuate and initiate such reorganization proceedings, and to support Developer's processing of the same at Developer's sole cost and expense.

6. Effective Date of Resolution. This Resolution shall become effective immediately. The Secretary of the Planning Commission shall certify the adoption of the Resolution and shall transmit copies of the same to the City Council of the City of Kerman.

I HEREBY CERTIFY that the foregoing Resolution was approved at a special meeting of the City of Kerman Planning Commission on the 22nd day of September 2025, and was fully adopted at said meeting by the following vote:

Ayes: Bishop, Nehring, Bandy, Molloy, Dolzadelli

Noes: None

Absent: None

Recused: None

The foregoing resolution is hereby approved.

Scott Bishop, Chairperson

Attest:

Jerry Jones
Planning Commission Secretary

RESOLUTION NO. 25-79

A RESOLUTION OF THE CITY COUNCIL (1) ADOPTING THE FINDINGS REQUIRED BY THE CALIFORNIA ENVIRONMENTAL QUALITY ACT (CEQA) GUIDELINES, SECTION 15091; (2) CERTIFYING THE MITIGATED NEGATIVE DECLARATION (SCH NO. 2025060904); (3) ADOPTING THE PROPOSED MITIGATION MONITORING AND REPORTING PROGRAM; AND (4) APPROVING GENERAL PLAN AMENDMENT 2023-02 TO AMEND THE 2040 KERMAN GENERAL PLAN PLANNED LAND USE DESIGNATIONS FOR ASSESSOR'S PARCEL NUMBER (APN) 020-120-06 TO MU – MIXED USE AND MDR – MEDIUM DENSITY RESIDENTIAL (SOUTHWEST CORNER OF WEST NIELSEN AVENUE AND NORTH MADERA AVENUE)

WHEREAS, State Law requires that local agencies adopt General Plans containing specific mandatory elements; and

WHEREAS, the City of Kerman has adopted a Comprehensive General Plan Update and Environmental Impact Report in July 2020, and the City of Kerman is currently in compliance with State mandates relative to Elements of the General Plan; and

WHEREAS, State law also provides for periodic review, updates, and amendments of its various plans; and

WHEREAS, an application was filed by Lifetime Communities, pertaining to two (2) parcels (APNs 020-120-06 and 020-120-03S) consisting of approximately 40 acres located on the south side of West Nielsen Avenue between North Madera Avenue (State Route 145) and North Del Norte Avenue ("project site"), requesting to amend the 2040 Kerman General Plan through General Plan Amendment 2023-02; and

WHEREAS, the project site has a City of Kerman 2040 General Plan land use designation of MDR – Medium Density Residential (± 30.19 acres) and GC – General Commercial (± 9.64 acres); and

WHEREAS, General Plan Amendment 2023-02 requests to increase land designated MDR – Medium Density Residential from 30.19 acres to 30.39 acres, remove GC – General Commercial, and increase MU – Mixed Use from zero acres to 8.74 acres, representing an increase in acreages of MDR and MU land use designations and decrease in acreage of the GC land use designation as shown in Exhibit '1'; and

WHEREAS, approval of the project would also require approval of General Plan Amendment 2023-02, Rezone 2023-03, Tentative Parcel Map 2024-01, Tentative Subdivision Map 2023-03, and Annexation 2023-03; and

WHEREAS, the proposed General Plan Amendment will be consistent with the General Plan and the underlying zoning district, as proposed by Rezone 2023-03; and

WHEREAS, the General Plan Amendment is not expected to be detrimental to the health, safety and welfare of the city; and

WHEREAS, pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 ("CEQA"), the City of Kerman ("City") as the Lead Agency, has analyzed the proposed Project (inclusive of the two parcels to be annexed), including the General Plan Amendment, Rezone, Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2024060904) ("IS/MND") to evaluate the project; and

WHEREAS, in compliance with CEQA Section 21080.4, a Notice of Intent ("NOI") was prepared by the City and distributed for public comment to the State Clearinghouse, responsible agencies, and other interested parties for a 20-day public review and comment period commencing on June 18, 2025 and ending on July 9, 2025; and,

WHEREAS, the Draft IS/MND was circulated for a 20-day public review and comment period commencing on June 18, 2025 to July 9, 2025, and a copy of the Draft IS/MND was circulated through the State Clearinghouse, posted on the City's website, and was available at City Hall; and

WHEREAS, the public review period for the Draft IS/MND ended on July 9, 2025; and

WHEREAS, a Final IS/MND was prepared for the proposed Project consistent with CEQA Guidelines Section 15070(b) which addressed comments received on the Draft, as well as any appropriate revisions and clarifications to the Draft IS/MND; and

WHEREAS, public notice of this public hearing was given by mailed and published notice, in accordance with the applicable State and Municipal Codes and standard practices; and

WHEREAS, the Planning Commission completed its review of the Staff Report and documents submitted for the proposed project at a special meeting on September 22, 2025, and adopted a resolution with a recommendation to the City Council to approve General Plan Amendment 2023-02 and certify the IS/MND; and

WHEREAS, with all requirements having been met, the City Council now desires to approve General Plan Amendment 2023-02 and certify the IS/MND.

NOW THEREFORE, be it resolved by the City Council of the City of Kerman as follows:

1. Recitals. The City Council hereby finds that all of the facts set forth in the recitals above are true and correct and incorporated herein.

2. IS/MND Contents. The IS/MND consists of the following, hereafter collectively referred to as the "IS/MND".

a. The IS/MND including any attached appendices.
b. The Notice of Intent and comments received in response to the notice.
c. The Mitigation Monitoring and Reporting Program.
d. The Notice of Completion of the IS/MND for public review.
e. Any other information added by the Lead Agency.

3. Certification of Compliance with CEQA. The City Council does hereby find that the IS/MND, including the Mitigation Monitoring and Reporting Program, has been prepared in accordance with the requirements of CEQA and the CEQA Guidelines.

4. IS/MND Certification. The City Council does hereby approve, certify, and adopt the following.

   a. Certify the Initial Study and Mitigated Negative Declaration. The City Council hereby certifies that 1) the IS/MND has been completed in compliance with CEQA, 2) that it has reviewed and considered the information contained in the IS/MND prior to approving the project, and 3) that the IS/MND reflects the City Council's independent judgment and analysis.

   b. Find Feasible and Binding Effect of Mitigation Monitoring and Reporting Program. The City Council hereby finds that the mitigation measures described and specifically identified in the above referenced documents are feasible and shall become binding upon the entity (such as the project proponent or the City) assigned thereby to implement the particular mitigation measures as identified in the Mitigation Monitoring and Reporting Program.

   c. Adopt Mitigation Monitoring and Reporting Program. As required by applicable State law, the City Council hereby adopts the Mitigation Monitoring and Reporting Program set forth in Exhibit '3' of this Resolution. The City Council finds that the Mitigation Monitoring and Reporting Program is designed to ensure that, during project implementation, the City and any other responsible parties implement the project components and comply with the mitigation measures identified in the Mitigation Monitoring and Reporting Program.

5. Custodian of Records. The City Clerk is recommended as the designated custodian of records for documents comprising the record of the proceedings upon which its decision is based. These documents are maintained at City Hall, located at 850 S. Madera Ave. Kerman, CA, 93630.

6. General Plan Consistency: The City Council finds that the public necessity, general welfare, good planning practices, public interest, and convenience warrant approval of General Plan Amendment 2023-02, including the following:

a. The change is consistent with the General Plan goals and policies. The project site is currently planned for residential and commercial uses. The project requests an amendment to the General Plan and Zoning Map to increase the acreage of land designated for medium density residential use, remove the acreage of land designated for commercial, and increase the acreage of land designated for mixed use. The project would facilitate future residential and commercial development within an area with existing and planned residential, commercial, recreational, and public institutional uses. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with General Plan Policies LU-1.4 (Limit Residential Development Along Highways), LU-1.6 (Agricultural Buffers), LU-3.2 (Urban Form), LU-3.3 (Prevent Sprawl Development), LU-3.4 (Leapfrog Development) LU-4.5 (Right-to-Farm Disclosure), and LU-5.4 (New Incompatible Land Uses). Therefore, the change is consistent with the General Plan goals and policies.

b. The change is consistent with the purpose of the Zoning Ordinance to preserve and promote the public health, safety and welfare of the city and to facilitate growth and expansion of the city in a precise and orderly manner. The project is currently planned for residential and commercial uses. The project requests an amendment to the General Plan to increase the acreage of land designated for medium density and mixed-use uses, which requires removal of the acreage of land designated for commercial uses. A rezone is also proposed to pre-zone the parcels to be annexed and rezone them to zoning districts consistent with the proposed land use designations. The proposed zoning districts are identified as compatible zoning districts for the proposed land use designations as shown in the General Plan. Future development proposed on the project site would be subject to compliance with the applicable standards and requirements of the Zoning Ordinance, standards which were adopted by the City to ensure preservation and promotion of public health, safety and welfare of the city and to facilitate growth and expansion of the city in a precise and orderly manner. Further, the project has been reviewed by the various City departments and evaluated for conformity with the requirements of the Zoning Ordinance. Through compliance with applicable development standards, environmental mitigation measures, and conditions of approval, the project as proposed is consistent with the purpose of the Zoning Ordinance.

c. There will not be significant effects upon the quality of the environment and natural resources. Pursuant to the authority and criteria contained in the California Environmental Quality Act of 1970 (“CEQA”), the City, as the Lead Agency, has analyzed the proposed project, including the Rezone, General Plan Amendment, and

Annexation, Tentative Parcel Map, and Tentative Subdivision Map, and has prepared an Initial Study and Mitigated Negative Declaration (SCH No. 2024031008) to evaluate the proposed Project. It was determined that all impacts were either less than significant or could be mitigated to a less than significant level.

7. Approval of General Plan Amendment 2023-02. Given that all the findings can be made, the City Council adopts a resolution to amend the Kerman General Plan land use designations for the parcel identified as Assessor's Parcel Number (APN) 020-120-06, resulting in an increase in land designed MDR – Medium density Residential from 30.19 acres to 30.39 acres, remove GC – General Commercial, and increase MU – Mixed Use from zero acres to 8.74 acres, representing an increase in acreages of MDR and MU land use designations and decrease in acreage of the GC land use designation located on the south side of West Nielsen Avenue between North Madera Avenue (State Route 145) and North Del Norte Avenue (General Plan Amendment 2023-02) as set forth in **Exhibit '1'**.

8. Effective Date of Resolution. This Resolution shall become effective immediately. The City Clerk shall certify to the adoption of the Resolution and shall transmit copies of the same to the City Council of the City of Kerman.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting on the 22nd day of October 2025, by the following vote:

AYES: Dhaliwal, Hall, Yep

NOES: None

ABSTAIN: Pacheco

ABSENT: Herrera

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

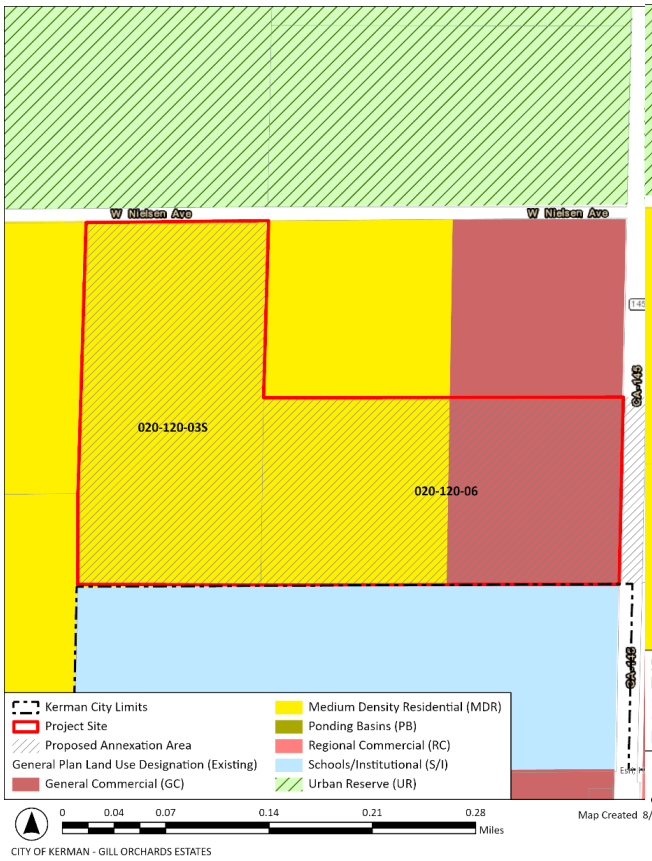
Marisol Camacho
Deputy Clerk

Exhibit '1': General Plan Amendment 2023-02
Exhibit '2': Initial Study and Mitigated Negative Declaration
Exhibit '3': Mitigation Monitoring and Reporting Program

Exhibit '1'

General Plan Amendment 2023-02

Prior General Plan Land Use Designation



New General Plan Land Use Designation

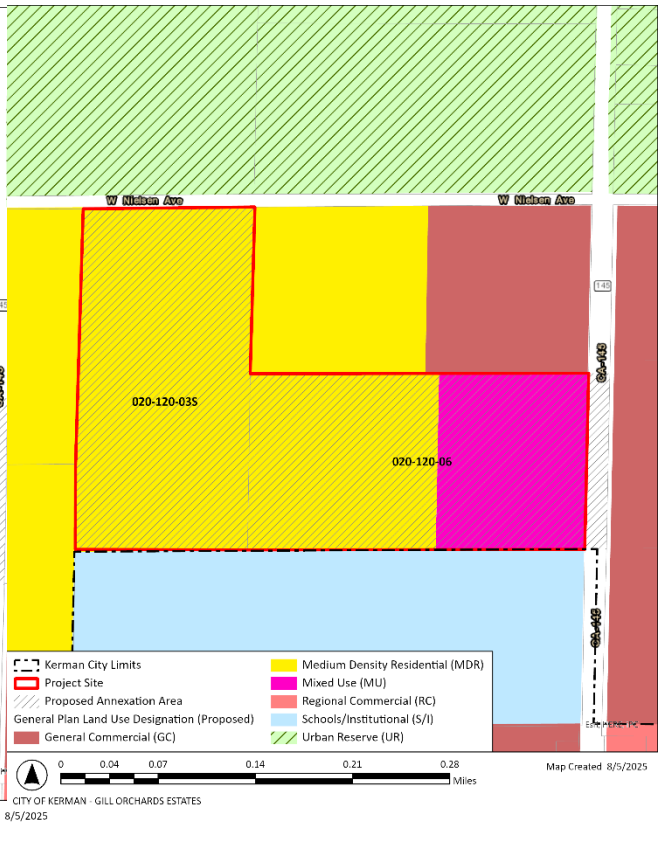


Exhibit '2'

Initial Study and Mitigated Negative Declaration

The Initial Study and Mitigated Negative Declaration (SCH No. 2025060904) is posted on the City's Website under the Community Development Department, Planning Division, Planning Projects, 2024 Projects webpage at https://www.cityofkerman.net/175/Planning-Projects, and is available at the City Clerk's office at 850 S. Madera Avenue, Kerman, CA 93630.

Exhibit '3'

Mitigation Monitoring and Reporting Program

State law requires that the City of Kerman (Lead Agency) adopt a monitoring program for mitigation measures that have been incorporated into the approved project to reduce or avoid significant effects on the environment. The purpose of the monitoring program is to ensure compliance with environmental mitigation during project implementation and operation. Since there are potentially significant impacts requiring mitigation associated with The Orchards at Gill Estates Project, a Mitigation Monitoring Program is included herein on the following pages.

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
Agricultural and Forestry Resources				
AG-1: Reduce Conflicts Between Urban and Agricultural Uses. In order to reduce potential conflicts between urban and agricultural uses, the following measures shall be implemented: 1. Potential residents shall be notified about possible exposure to agricultural chemicals at the time of purchase / lease of property within the development. Notification shall be provided by the project proponent to the potential resident. Notification shall occur at the time of each property sale or lease agreement, as demonstrated through disclosure statements included in the purchase agreements or lease documents, with a signed acknowledgement by the buyer/lessee. Verification that this notification process has been consistently implemented shall be provided by the project proponent to the City of Kerman Community Development Department prior to the approval of occupancy for each property. 2. A Right-to-Farm Covenant shall be recorded on each parcel map and residential tract map or be made a condition of each tract map or parcel map to protect continued agricultural practices in the area. The City of Kerman Community Development Department shall be responsible for requiring the condition as part of the tentative map approval. The project proponent shall be responsible for ensuring the covenant is recorded. Verification of recording shall occur by the City of Kerman Community Development Department prior to the final map approval.	1. Project Proponent 2. City of Kerman Community Development Department (Conditions of approval) and Project Proponent (Recordation) 3. Project Proponent	1. Prior to occupancy approval for each unit 2. Prior to final map approval 3. Prior to occupancy approval for each unit	City of Kerman Community Development Department	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
3. Potential residents and commercial tenants shall be informed of the Right-to-Farm Covenant at the time of purchase / lease of property within the development. Notification shall be provided by the project proponent to the potential resident. Verification shall occur at the time of each property sale or lease agreement, as demonstrated through disclosure statements included in the purchase agreements or lease documents, with a signed acknowledgement by the buyer/lessee. Verification that this notification process has been consistently implemented shall be provided by the project proponent to the City of Kerman Community Development Department prior to the approval of occupancy.				
Biological Resources				
BIO-1: San Joaquin kit fox Avoidance. The following measures shall be implemented to avoid any potential impact to San Joaquin kit fox during construction. These measures are designed to avoid and minimize any impact on San Joaquin kit fox in the unlikely event an individual is present within the Study Area at any time during construction. A description of the measures shall be included in the construction plans submitted to the City of Kerman Community Development Department by the project proponent during the building permit process for each phase of construction. Incorporation of measures shall be verified by the City of Kerman Community Development Department prior to issuance of building permits for each phase.	Project Proponent	Prior to issuance of grading or building permits	City of Kerman Community Development Department	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
1. **Prior to Construction:** Prepare and conduct an employee education program prior to the start of construction. The program shall consist of a brief presentation by persons knowledgeable in kit fox biology and legislative protection to explain endangered species concerns to contractors, their employees, and military and/or agency personnel involved in the Project. The program shall include the following: A description of the San Joaquin kit fox and its habitat needs; a report of the occurrence of kit fox in the Project area; an explanation of the status of the species and its protection under the Endangered Species Act; and a list of measures being taken to reduce impacts to the species during Project construction and implementation (as summarized below). A fact sheet conveying this information shall be prepared for distribution to the previously referenced people and anyone else who may enter the Project site. 2. **Avoidance and Minimization Measures During Construction:** The following measures shall be included within the worker education program and in any Project specification and contract. a. Project-related vehicles shall observe a daytime speed limit of 20 mph throughout the site in all Project areas, except on county roads and State and Federal highways; this is particularly important at night when kit foxes are most active. No nighttime construction shall occur, given the species is primarily nocturnal. b. To prevent inadvertent entrapment of kit foxes or other animals during the construction phase of a Project, all excavated, steep-walled holes or trenches more than 2 feet deep shall be				

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
covered at the close of each working day by plywood or similar materials. If the trenches cannot be closed, one or more escape ramps constructed of earthen fill or wooden planks shall be installed. Before such holes or trenches are filled, they shall be thoroughly inspected for trapped animals. If at any time a trapped or injured kit fox is discovered, the Service and the California Department of Fish and Game (CDFG) shall be contacted as noted under measure 13 referenced below. c. Kit foxes are attracted to den-like structures such as pipes and may enter stored pipes and become trapped or injured. All construction pipes, culverts, or similar structures with a diameter of 4-inches or greater that are stored at a construction site for one or more overnight periods shall be thoroughly inspected for kit foxes before the pipe is subsequently buried, capped, or otherwise used or moved in any way. If a kit fox is discovered inside a pipe, that section of pipe shall not be moved until the Service has been consulted. If necessary, and under the direct supervision of the biologist, the pipe may be moved only once to remove it from the path of construction activity until the fox has escaped. d. All food-related trash items such as wrappers, cans, bottles, and food scraps shall be disposed of in securely closed containers and removed at least once a week from a construction or Project site. e. No firearms shall be allowed on the Project site. f. No pets, such as dogs or cats, shall be permitted on the Project site to prevent harassment, mortality of kit foxes, or destruction of dens.				

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
g. The use of rodenticides and herbicides in Project areas shall be restricted. This is necessary to prevent primary or secondary poisoning of kit foxes and the depletion of prey populations on which they depend. All uses of such compounds shall observe labels and other restrictions mandated by the U.S. Environmental Protection Agency, California Department of Food and Agriculture, and other State and Federal legislation, as well as additional Project-related restrictions deemed necessary by the Service. If rodent control must be conducted, zinc phosphide shall be used because of a proven lower risk to kit fox. h. A representative shall be appointed by the Project proponent who will be the contact source for any employee or contractor who might inadvertently kill or injure a kit fox or who finds a dead, injured or entrapped kit fox. The representative will be identified during the employee education program, and their name and telephone number shall be provided to the Service. i. Upon completion of the Project, all areas subject to temporary ground disturbances, including storage and staging areas, temporary roads, etc., shall be re-contoured if necessary and revegetated, if possible, to promote restoration of the area to pre-Project conditions. j. Any contractor or employee responsible for inadvertently killing or injuring a San Joaquin kit fox shall immediately report the incident to their representative. This representative shall contact the CDFG immediately in the case of a dead, injured, or entrapped kit fox. k. The Sacramento Fish and Wildlife Office and CDFG shall be notified in writing within three working days of the accidental				

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
death or injury to a San Joaquin kit fox during Project-related activities. Notification must include the date, time, and location of the incident or the finding of a dead or injured animal and any other pertinent information. l. New sightings of kit fox shall be reported to the California Natural Diversity Database (CNDDB). A copy of the reporting form and a topographic map marked with the location of where the kit fox was observed shall also be provided to the U.S. Fish and Wildlife Service.				
Cultural Resources				
CUL-1: In order to avoid the potential for impacts to historic and prehistoric archaeological resources, the following measures shall be implemented in conjunction with the construction of each phase of the Project: If previously unknown historical, archeological, cultural, or paleontological resources are encountered before or during grading activities, construction shall stop in the immediate vicinity of the find and a qualified archeologist, historical resources specialist, or paleontologist, shall be consulted to determine whether the resource requires further study. Notification of discovery shall be provided to the City of Kerman Community Development Department. The qualified archeologist, historical resources specialist, or paleontologist shall make recommendations to the project proponent on the measures that shall be implemented to protect the discovered	Project Proponent	During construction activities for all phases	City of Kerman Community Development Department	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
resources, including but not limited to excavation of the finds and evaluation of the finds in accordance with Section 15064.5 of the CEQA Guidelines and City's policies and procedures related to historical, cultural, and paleontological resources. Notification of the measures shall be provided to the City of Kerman Community Development Department. If the resources are determined to be unique historical resources as defined under Section 15064.5 of the CEQA Guidelines, measures shall be identified by the monitor and recommended to the project proponent, who shall notify the City of Kerman Community Development Department. Appropriate measures for significant resources could include avoidance or capping, preservation in-place, recordation, additional archeological resting, incorporation of the site in green space, parks, or open space, or data recovery excavations of the finds. No further grading shall occur in the area of the discovery until the City of Kerman Community Development Department approves the measures to protect these resources. Any historical, archeological, cultural, or paleontological artifacts recovered as a result of mitigation shall be provided to a City-approved institution or person who is capable of providing long-term preservation to allow future scientific study.				
Geology and Soils				
See **Mitigation Measure CUL-1.**	Project Proponent	During construction activities	City of Kerman Community	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
		for all phases	Development Department	
Greenhouse Gas Emissions				
GHG-1 Prior to the approval of building permits, in order to meet with all project attributes in the 2022 Scoping Plan greenhouse gas emission thresholds, the project proponent shall present documentation to the satisfaction of the City of Kerman Community Development Department that each residential unit shall provide electric vehicle charging capabilities that meet the requirements of the latest version of the California Green Building Standards Code (CALGreen) Tier 2 Voluntary Standards as part of the final project designs.	Project Proponent	Prior to issuance of building permits for all phases	City of Kerman Community Development Department	
Hazards and Hazardous Materials				
HAZ-1 Asbestos Survey. Prior to the demolition or renovation of any existing structure on site, an Asbestos Survey shall be conducted to determine the quantity of asbestos-containing construction material to be removed in the Project. As regulated by National Emission Standards for Hazardous Air Pollutants (NESHAP), the inspection must be conducted by a Cal-OSHA Certified Asbestos Consultant (CAC). The Asbestos Survey report shall be submitted to the City of Kerman Community Development Department for review and approval. Alternatively, if the developer is opting to treat all of the material as RACM and will notify as such, the survey may be bypassed. A completed and signed Asbestos Notification Form must be submitted to the San Joaquin Valley Air Pollution Control District (SJVAPCD) 10 working days prior to the commencement of any	Project Proponent	Prior to issuance of demolition permits	City of Kerman Community Development Department	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
regulated asbestos (RACM) abatement. If it is determined that there are asbestos-containing materials or soils on site, the developer shall utilize specialists/professionals for asbestos removal/abatement to reduce potential health risks to construction workers. Demolition activities that would expose construction workers and/or the public to asbestos-containing materials shall be conducted in accordance with the applicable regulations, including, but not limited to: • San Joaquin Valley Air Pollution Control District • California Health and Safety Code (Section 39650 et seq.) • California Code of Regulations (Title 8, Section 1529) • California Occupational Safety and Health Administration regulations (California Code of Regulations, Title 8, Section 1529 [Asbestos] and Section 1532.1 [Lead]) Code of Federal Regulations (Title 40, Part 61 [asbestos], Title 40, Part 763 [asbestos], and Title 29, Part 1926 [asbestos and lead])				
HAZ-2 Lead-Based Paint Inspection. Prior to the demolition of any existing structure on site, a lead-based paint inspection is required to determine whether the lead-based paint is present in or on the original building materials. The inspection shall be conducted on-site by a state-certified Lead Inspector or Assessor in accordance with the California Code of Regulations, Title 8, Section 1532.1. The investigation report shall be submitted to the City of Kerman Community Development Department for review and approval prior to issuance of a demolition permit. If it is determined that lead-based paint exists on site, the project proponent shall utilize professionals for lead-based paint removal to reduce potential health risks to construction workers and/or the	Project Proponent	Prior to approval of demolition permits	City of Kerman Community Development Department	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
public. Pursuant Section 1532.1, construction workers must establish and implement a compliance program, and provide a written Pre-Job Notification to the nearest Division of Occupational Safety and Health Cal/OSHA office 24 hours before the start of a project.				
HAZ-3 Test for Agricultural Pesticides. Prior to building permit approval for the first construction phase, a limited Phase II investigation shall be conducted to assess the surface soil of the project site for residual organochlorine and lead arsenate pesticides. The Phase II investigation shall be conducted in accordance with guidelines developed by the Department of Toxic Substances Control (DTSC) and Environmental Protection Agency (EPA) for site assessments. The Phase II investigation shall estimate the potential threat to public health and the environment if concentrations of pesticides are encountered using methods outlined in DTSC's Preliminary Endangerment Assessment Guidance Manual and DTSC's Screening Level Human Health Risk Assessment guidance for implementing screening level risk analysis. The Phase II investigation shall be submitted to the City of Kerman Community Development Department for review and approval. If the Phase II testing reveals concentrations of organochlorine pesticides and lead arsenic above health-based screening levels for residential exposure, remediation of the site shall be required to address residual organochlorine and lead arsenate pesticides above health-based level of concern. Remediation may include excavation and disposal of impacted soil or capping elevated areas beneath paved areas. The Construction Contractor shall implement the recommendations outlined in the Phase II.	Project Proponent	Prior to building permit approval for the first construction phase	City of Kerman Community Development Department	
Noise				

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
NOI-1: To ensure that exterior noise levels at future residential and other noise-sensitive land uses within the project site do not exceed an Ldn of 60 dB due to transportation noise from adjacent roadways (N. Madera Avenue, W. Nielsen Avenue, and Harvest Elementary Road), the following noise attenuation measures shall be incorporated into the project design and implemented during construction. These measures shall be clearly depicted on the project's site, grading, landscape, building, and other required plans and are subject to review and approval by the City of Kerman Community Development Department prior to issuance of building permits. The project shall implement one or a combination of the following noise mitigation strategies to achieve the 60 dB Ldn noise contour within the project boundaries, consistent with the following existing noise contours: • **N. Madera Avenue:** The 60 dB Ldn contour extends approximately 121 feet from the roadway centerline. • **W. Nielsen Avenue:** The 60 dB Ldn contour extends approximately 5 feet from the roadway centerline. • **Harvest Elementary Road:** The 60 dB Ldn contour extends approximately 42 feet from the roadway centerline. 1. **Building Setbacks:** All proposed residential structures and other noise-sensitive uses shall be setback from the centerlines of the adjacent roadways by a distance sufficient to ensure that exterior noise levels do not exceed 60 dB L_{dn}. This shall be demonstrated through the project's site, grading, landscape, building, and other	Project Proponent	Prior to issuance of building permits	City of Kerman Community Development Department	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
required plans and are subject to review and approval by the City of Kerman Community Development Department prior to issuance of building permits. The minimum setbacks shall be no less than: • **N. Madera Avenue:** 121 feet from the roadway centerline, unless an alternative noise mitigation measure (Sound Wall) is implemented to achieve the 60 dB L_{dn} at a lesser setback. • **W. Nielsen Avenue:** 5 feet from the roadway centerline, unless an alternative noise mitigation measure (Sound Wall) is implemented to achieve the 60 dB L_{dn} at a lesser setback. • **Harvest Elementary Road:** 42 feet from the roadway centerline, unless an alternative noise mitigation measure (Sound Wall) is implemented to achieve the 60 dB L_{dn} at a lesser setback. **Sound Walls**: Where sufficient building setbacks alone are not feasible to achieve the 60 dB L_{dn} at outdoor activity areas or building facades of noise-sensitive uses, a continuous, solid sound wall with a minimum height of six (6) feet above the finished project site grade shall be constructed along the project boundary adjacent to the applicable roadway(s). This shall be demonstrated through the project's site, grading, landscape, building, and other required plans and are subject to review and approval by the City of Kerman Community Development Department prior to issuance of building permits.				
Mitigation Measure NOI-2: To mitigate potential noise impacts from future stationary noise sources on existing or proposed noise-	Project Proponent	Prior to issuance of	City of Kerman Community	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
sensitive receptors within or adjacent to the Project site, the following measures shall be implemented: 1. **Trigger for Acoustical Analysis:** Prior to the issuance of a building permit for any proposed commercial use that is reasonably anticipated to generate significant stationary noise (including, but not limited to, HVAC systems, loading docks, outdoor processing equipment, amplified sound, or other potentially loud operations) and is located within the following distances of an existing or proposed noise-sensitive receptor (e.g., residential dwellings, schools, hospitals, parks, libraries), the project proponent shall be required to prepare an acoustical analysis prepared by a qualified acoustical consultant. a. **HVAC Mechanical Equipment:** when equipment is within 50 feet of an existing or proposed noise-sensitive receptor. b. **Truck Movements:** when truck access routes are located within 100 feet of an existing or proposed noise-sensitive receptor. c. **Parking Lot Activities:** when a parking lot is located within 50 feet of an existing or proposed noise-sensitive receptor. d. **Loading Dock Activities:** when loading docks are located within 100 feet of an existing or proposed noise-sensitive receptor. e. **Compactor:** when a compactor is located within 10 feet of an existing or proposed noise-sensitive receptor. 2. **Requirements for Acoustical Analysis:** The acoustical analysis shall, at a minimum, identify all potential significant stationary noise sources associated with the proposed use, including operational characteristics, predict noise levels at the property		building permits	Development Department	

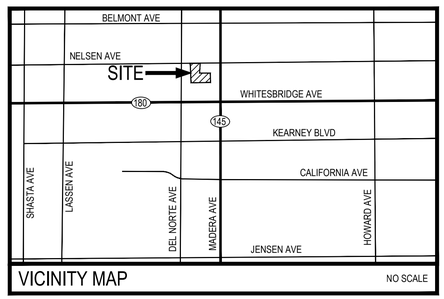
Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
line of the noise source and nearest existing or proposed noise-sensitive receptors, and evaluate the predicted noise levels against the City of Kerman's applicable stationary noise standards in the General Plan and Municipal Code. If noise levels are predicted to exceed the City's standards at sensitive receptors, the analysis shall recommend specific, feasible, and effective mitigation measures to achieve compliance with the City's standards. The acoustical analysis shall be submitted by the project proponent to the City of Kerman Community Development Department during the entitlement process. All noise mitigation measures recommended in the acoustical analysis shall be clearly incorporated into the project's site plans prior to issuance of building permits. **Implementation of Mitigation Measures:** Mitigation measures may include but are not limited to: relocation or redesign of noise-generating equipment, installation of sound barriers or enclosures, use of quieter equipment or operational practices, limitations on hours of operation for specific noise-generating activities, or architectural soundproofing. The analysis shall clearly demonstrate the expected noise reduction and confirm that the City's noise standards will be met at all sensitive receptor locations. Prior to issuance of occupancy, the project proponent shall submit verification to the City of Kerman Community Development Department confirming that all required noise mitigation measures have been implemented in accordance with approved plans.				
NOI-3 The following mitigation measures and best management practices shall be applied during periods of project construction.	Project Proponent	Prior to issuance of	City of Kerman	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
Prior to issuance of building permits for all project phases, the project proponent shall include these measures and best management practices on the construction plans submitted to the City of Kerman Community Development Department. The Building Division shall verify that these measures and best management practices are included in the construction plans prior to approval of building permits. • **Adherence to City Ordinance:** Construction activities are strictly prohibited outside the hours of 7:00 am and 10:00 pm, as mandated by the City of Kerman Municipal Code. Any work outside these hours requires prior written approval from the City of Kerman's Planning and/or Building Division, demonstrating necessity and implementation of enhanced noise mitigation measures. • **Equipment Maintenance and Muffling:** All construction equipment shall be maintained in proper working order with effective muffling devices that meet or exceed manufacturer specifications for noise reduction. Documentation of equipment maintenance, including muffler checks, shall be kept on-site and made available for inspection. During inspections by the City of Kerman's Building Division, non-compliant equipment shall be tagged and prohibited from use until proper maintenance or muffling is implemented and verified by the City. • **Idling Reduction:** Noise-producing equipment shall not be left operating, running, or idling when not actively in use by construction personnel. Operators shall be instructed and regularly reminded to turn off equipment during periods of		building permit	Community Development Department	

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
inactivity. This requirement shall be included in contractor agreements. • **Distance from Sensitive Receptors:** Noise-producing construction equipment shall be strategically located and operated as far as feasible from noise-sensitive land uses (e.g., residences, schools, hospitals, parks). Site plans submitted with the construction documents shall identify noise-sensitive areas and demonstrate how equipment placement maximizes distance. The City's review of the construction site plan will assess the proposed equipment locations relative to sensitive receptors. Any significant deviations during construction will require justification and potential relocation of equipment as directed by the City. • **Staging Area Location:** Construction staging areas, where equipment and materials are stored and where less intensive activities may occur, shall be located at the maximum possible distance from noise-sensitive land uses. The location of staging areas shall be clearly indicated on the construction site plan. The approved site plan will dictate the permissible locations for staging areas. Any unauthorized staging in closer proximity to sensitive receptors will require immediate relocation. • **Construction Hours Signage:** Clearly visible signs, in both English and Spanish, shall be posted at all construction site entrances and near adjacent sensitive receptors. These signs shall prominently display the permitted hours of construction activities and provide the name and contact phone number of a designated noise disturbance coordinator responsible for addressing noise complaints. The presence and legibility of these signs will be verified during initial site inspections and				

Mitigation Measure	Party responsible for Implementing Mitigation	Timing	Party responsible for Monitoring	Verification (name/ date)
monitored throughout the construction period. Missing or inadequate signage will require immediate replacement. The contact information for the noise coordinator shall be provided to the City prior to the commencement of construction.				
Tribal Cultural Resources				
See **Mitigation Measure CUL-1**	Project Proponent	During construction for all phases	City of Kerman Community Development Department	

TENTATIVE PARCEL MAP NO. 2024-01
FOR THE ORCHARDS AT GILL ESTATES
PREPARED JULY 17, 2025



OWNER/SUBDIVIDER

JAGROOP S. GILL QUALIFIED PERSONAL RESIDENCE TRUST & RUPINDER K. GILL QUALIFIED PERSONAL RESIDENCE TRUST
1100 MADERA AVENUE
MADERA, CA 93637
(559) 906-6065

CIVIL DESIGN CONSULTANT

MORTON & PITALO, INC.
7643 N. INGRAM AVE, STE 105
FRESNO, CA 93711
(559) 853-4505

APPLICANT

LIFETIME COMMUNITIES
970 RESERVE DRIVE, SUITE 135
ROSEVILLE, CA 95678
916-749-0967

APNs

020-120-03S & 020-120-06

ZONING

CURRENT: AE20 & AL20 (COUNTY OF FRESNO)
PROPOSED: RURAL RESIDENTIAL (RR-43), SMART DEVELOPMENT RESIDENTIAL 3.5 (SD-R-3.5) & MIXED USE (MU)

GENERAL PLAN / LAND USE PLAN

CURRENT: MEDIUM DENSITY RESIDENTIAL (MDR) & GENERAL COMMERCIAL (GC)
PROPOSED: MEDIUM DENSITY RESIDENTIAL (MDR) & MIXED USE (MU)

GENERAL NOTES

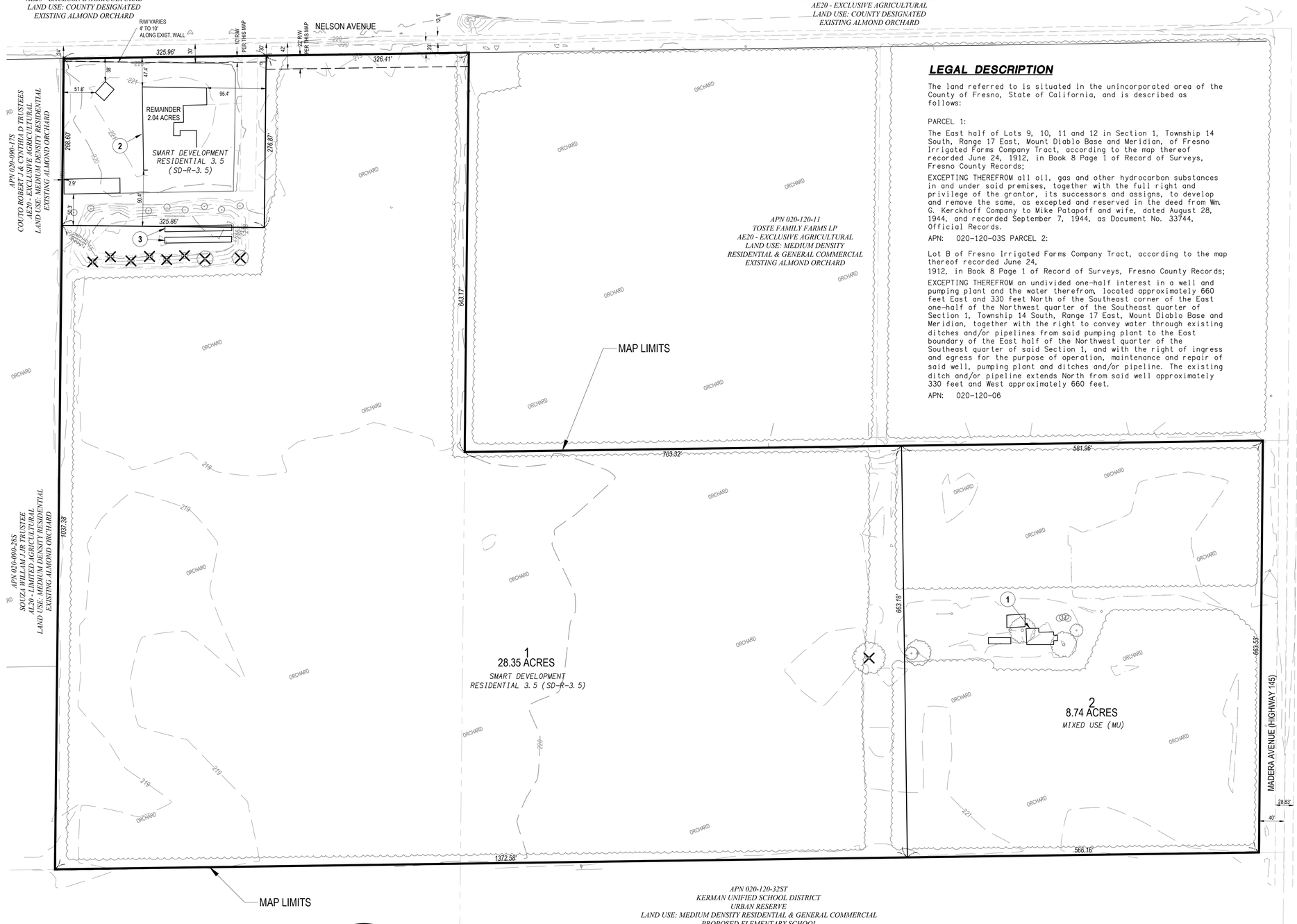
1. THE TRACT IS NOT WITHIN 200' OF ANY RAILROAD.
2. LOT 2 IS TO BE SUBDIVIDED IN THE FUTURE.
3. THE EXISTING RESIDENCE ON APN 020-120-03S IS TO BE PRESERVED.
4. THE EXISTING RESIDENCE ON APN 020-120-06 IS TO BE DEMOLISHED.
5. ABANDON ALL WELL AND SEPTIC TANKS TO COUNTY STANDARDS.
6. NO IRRIGATION CANAL IS ON SITE.
7. THIS AREA IS NOT SUBJECT TO FLOOD INUNDATION.
8. PROPOSED WATER AND SEWER SOURCE TO BE PART OF CITY OF KERMAN, PER CITY OF KERMAN STANDARDS.
9. ALL IMPROVEMENTS SHALL BE AS REQUIRED BY THE CITY OF KERMAN AND BUILT TO CITY STANDARDS AND SHALL INCLUDE SANITARY SEWER, DOMESTIC WATER, UNDERGROUND POWER, TELEPHONE, GAS, CONCRETE CURBS, GUTTERS, SIDEWALKS, PERMANENT STREET PAVEMENT, STREET LIGHTS, ETC. ON-SITE STREETS WILL BE PUBLIC AND AS APPROVED BY THE CITY OF KERMAN.
10. THIS PROJECT WILL HAVE CCRs. PROTECTIVE COVENANTS TO BE RECORDED AT FINAL MAP.
11. THERE ARE NO EXISTING WATER COURSE OR IRRIGATION DITCHES ON PROPERTY.
12. THERE ARE NO EXISTING EASEMENTS.

LEGEND

- DIRECTION OF WATER FLOW
- DRAINAGE MANHOLE
- DI — DRAIN INLET
- (E) — EXISTING
- EXISTING TREE TO BE REMOVED
- (P) — PROPOSED
- PE — PEDESTRIAN EASEMENT
- PUE — PUBLIC UTILTIY EASEMENT
- 12"D — UNDERGROUND STORM DRAIN PIPE

KEYNOTES

1. REMOVE CONCRETE PAD, CHAIN LINK FENCE, PUMP, STANDPIPES & POWER POST.
2. EXISTING HOME TO REMAIN
3. REMOVE SOLAR PANELS AND EQUIPTMENT



GRAPHIC SCALE
80 40 0 80 160
1 in = 80 ft

LEGAL DESCRIPTION

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

PARCEL 1:

The East half of Lots 9, 10, 11 and 12 in Section 1, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, of Fresno Irrigated Farms Company Tract, according to the map thereof recorded June 24, 1912, in Book 8 Page 1 of Record of Surveys, Fresno County Records;

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances in and under said premises, together with the full right and privilege of the grantor, its successors and assigns, to develop and remove the same, as excepted and reserved in the deed from Wm. G. Kerckhoff Company to Mike Patapoff and wife, dated August 28, 1944, and recorded September 7, 1944, as Document No. 33744, Official Records.

APN: 020-120-03S PARCEL 2:

Lot B of Fresno Irrigated Farms Company Tract, according to the map thereof recorded June 24, 1912, in Book 8 Page 1 of Record of Surveys, Fresno County Records;

EXCEPTING THEREFROM an undivided one-half interest in a well and pumping plant and the water therefrom, located approximately 660 feet East and 330 feet North of the Southeast corner of the East one-half of the Northwest quarter of the Southeast quarter of Section 1, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, together with the right to convey water through existing ditches and/or pipelines from said pumping plant to the East boundary of the East half of the Northwest quarter of the Southeast quarter of said Section 1, and with the right of ingress and egress for the purpose of operation, maintenance and repair of said well, pumping plant and ditches and/or pipeline. The existing ditch and/or pipeline extends North from said well approximately 330 feet and West approximately 660 feet.

APN: 020-120-06

NOT FOR CONSTRUCTION

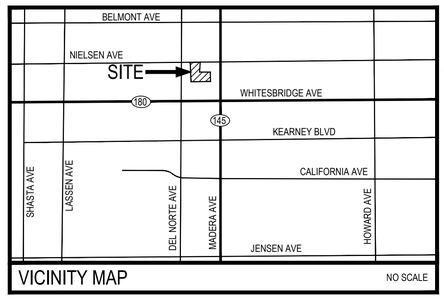
SCALE:	BENCH MARK	COMPUTED JJ		MORTON & PITALO, INC.	TENTATIVE PARCEL MAP NO. 2024-01
HORIZ. 1" = 80'		DESIGNED GJB		CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING	FOR THE ORCHARDS AT GILL ESTATES
VERT. 1" = N/A		DRAWN KLF		Folsom * Fresno	IN THE CITY OF KERMAN
		PROJ. ENGR. GJB		7643 North Ingram Avenue, Suite #105	FRESNO COUNTY, CALIFORNIA
				Fresno, CA 93711	DATE SEPTEMBER 16, 2025
				phone: (559) 853-4505	SHEET 1
				web: www.mpengr.com	OF 1

REGISTERED PROFESSIONAL ENGINEER — GREGORY J. BARDINI — No. 50125 — CIVIL — STATE OF CALIFORNIA

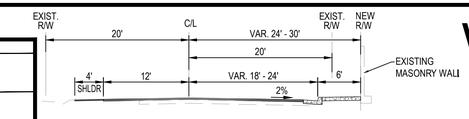
JOB NO. 22-0068-00

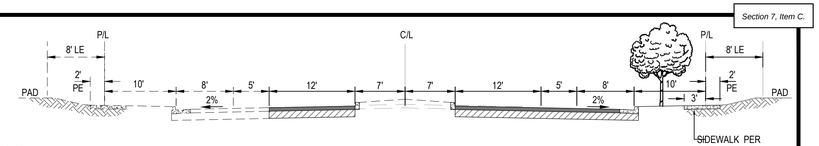
Dwg: Z:\2022\22-0068-00 (KERMAN SUBDIVISION)\DWG\PLAN\WORKING\22006800-LLTM01.DWG | Saved: 09-16-25 01:29pm GBARDINI

VESTING TENTATIVE TRACT MAP NO. 6465
FOR THE ORCHARDS AT GILL ESTATES
PREPARED SEPTEMBER 2025



VICINITY MAP — NO SCALE





C MODIFIED STREET
ADJACENT TO EXISTING RESIDENCE — NTS

B PUBLIC STREET WITH SIDEWALK
84' R/W (T.I.=7.0) — NTS

OWNER/SUBDIVIDER
JAGROOP S. GILL QUALIFIED PERSONAL RESIDENCE TRUST & RUPINDER K. GILL QUALIFIED PERSONAL RESIDENCE TRUST
1100 MADERA AVENUE
MADERA, CA 93637
(559) 906-6065

CIVIL DESIGN CONSULTANT
MORTON & PITALO, INC.
7643 N, INGRAM AVE, STE 105
FRESNO, CA 93711
(559) 853-4505

APPLICANT
LIFETIME COMMUNITIES
970 RESERVE DRIVE, SUITE 135
ROSEVILLE, CA 95678
916-749-0967

APNs
020-120-03S & 020-120-06

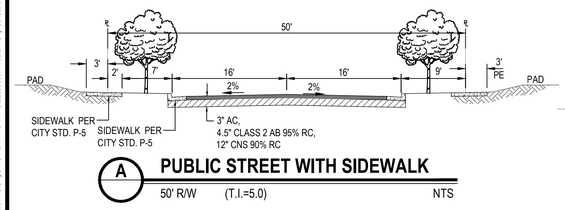
ZONING
CURRENT: AE20 & AL20 (COUNTY OF FRESNO)
PROPOSED: SMART DEVELOPMENT RESIDENTIAL 3.5 (SD-R-3.5)

GENERAL PLAN / LAND USE PLAN
CURRENT: MEDIUM DENSITY RESIDENTIAL (MDR) & GENERAL COMMERCIAL (GC)
PROPOSED: MEDIUM DENSITY RESIDENTIAL (MDR)

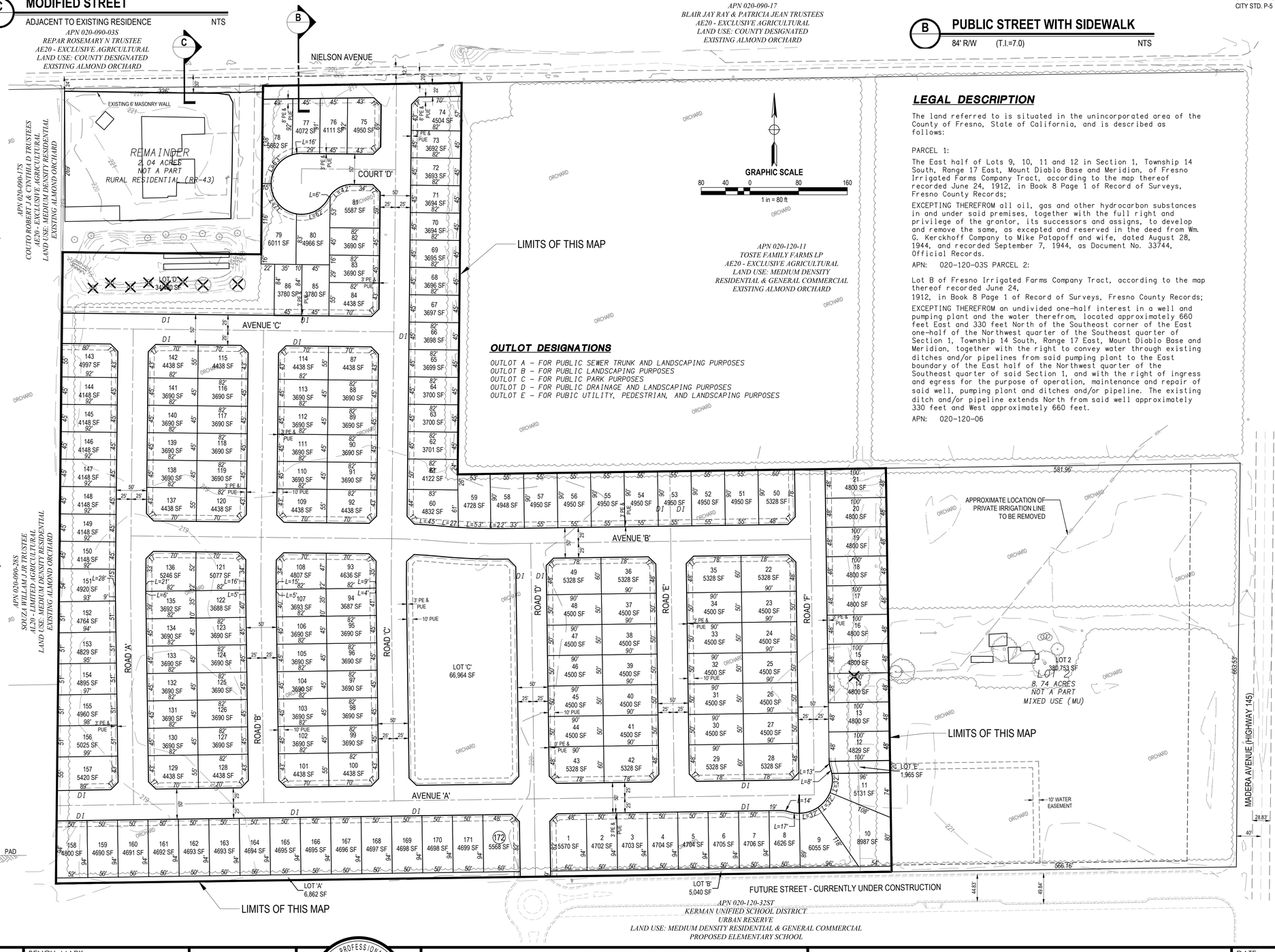
LEGEND
- DIRECTION OF WATER FLOW
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- EXISTING TREE TO BE REMOVED
- (P) — PROPOSED
- PE — PEDESTRIAN EASEMENT
- PUE — PUBLIC UTILTIY EASEMENT
- 12"D — UNDERGROUND STORM DRAIN PIPE

GENERAL NOTES
1. PROJECT DENSITY 6.76 UNIT/ACRE
2. THE TRACT IS NOT WITHIN 200' OF ANY RAILROAD.
3. ABANDON ALL WELL AND SEPTIC TANKS TO COUNTY STANDARDS.
4. NO IRRIGATION CANAL IS ON SITE.
5. THIS PARCEL IS IN A FLOOD ZONE X PER FEMA MAP 06019C2075H EFFECTIVE ON 2/18/2009.
6. THIS AREA IS NOT SUBJECT TO FLOOD INUNDATION.
7. PROPOSED WATER AND SEWER SOURCE TO BE PART OF CITY OF KERMAN, PER CITY OF KERMAN STANDARDS
8. ALL IMPROVEMENTS SHALL BE AS REQUIRED BY THE CITY OF KERMAN AND BUILT TO CITY STANDARDS AND SHALL INCLUDE SANITARY SEWER, DOMESTIC WATER, UNDERGROUND POWER, TELEPHONE, GAS, CONCRETE CURBS, GUTTERS, SIDEWALKS, PERMANENT STREET PAVEMENT, STREET LIGHTS, ETC. ON-SITE STREETS WILL BE PUBLIC AND AS APPROVED BY THE CITY OF KERMAN.
9. THIS PROJECT WILL HAVE CCRs. PROTECTIVE COVENANTS TO BE RECORDED AT FINAL MAP.
10. THERE ARE NO EXISTING WATER COURSE OR IRRIGATION DITCHES ON PROPERTY.
11. THERE ARE NO EXISTING EASEMENTS.

LANDSCAPE PLANS
1. ALL PLANTING SHALL BE IN ACCORDANCE TO THE CITY OF KERMAN STANDARD SPECIFICATIONS, SECTION 26 AND AS DIRECTED BY THE ENGINEER.
2. PLANTING LEGEND WITH SYMBOL, SIZE (GALLONS), BOTANICAL, VARIETY (IF ANY), COMMON NAME, AND COMMENTS INCLUDED ON EACH SHEET. A SEPARATE PLANTING SCHEDULE FOR THE ENTIRE PROJECT SHOWING TOTAL QUANTITY OF EACH PROPOSED SPECIES AND THE TOTAL SQUARE FOOTAGE OF SHRUB, TURF AND SIDEWALK AREA SHALL BE LOCATED ON THE COVER SHEET.
3. INCLUDE TYPICAL PLANTING DETAILS FOR TREES, SHRUBS AND VINES, AND GROUNDCOVERS ON DETAIL SHEET.
4. PROVIDE REQUIRED PLANTING NOTES AS THEY APPLY FOR EACH PROJECT.
5. CROSS-SECTION DETAILS OF LANDSCAPED AREA WITH DIMENSIONS AND SLOPE INDICATED FOR ALL BUFFERS, MEDIAN ISLANDS AND MULTI-PURPOSE TRAILS.



A PUBLIC STREET WITH SIDEWALK
50' R/W (T.I.=5.0) — NTS



OUTLOT DESIGNATIONS
OUTLOT A – FOR PUBLIC SEWER TRUNK AND LANDSCAPING PURPOSES
OUTLOT B – FOR PUBLIC LANDSCAPING PURPOSES
OUTLOT C – FOR PUBLIC PARK PURPOSES
OUTLOT D – FOR PUBLIC DRAINAGE AND LANDSCAPING PURPOSES
OUTLOT E – FOR PUBIC UTILITY, PEDESTRIAN, AND LANDSCAPING PURPOSES

LEGAL DESCRIPTION
The land referred to is situated in the unincorporated area of the County of Fresno, State of California, and is described as follows:

PARCEL 1:

The East half of Lots 9, 10, 11 and 12 in Section 1, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, of Fresno Irrigated Farms Company Tract, according to the map thereof recorded June 24, 1912, in Book 8 Page 1 of Record of Surveys, Fresno County Records;

EXCEPTING THEREFROM all oil, gas and other hydrocarbon substances in and under said premises, together with the full right and privilege of the grantor, its successors and assigns, to develop and remove the same, as excepted and reserved in the deed from Wm. G. Kerckhoff Company to Mike Patapoff and wife, dated August 28, 1944, and recorded September 7, 1944, as Document No. 33744, Official Records.

APN: 020-120-03S PARCEL 2:

Lot B of Fresno Irrigated Farms Company Tract, according to the map thereof recorded June 24, 1912, in Book 8 Page 1 of Record of Surveys, Fresno County Records;

EXCEPTING THEREFROM an undivided one-half interest in a well and pumping plant and the water therefrom, located approximately 660 feet East and 330 feet North of the Southeast corner of the East one-half of the Northwest quarter of the Southeast quarter of Section 1, Township 14 South, Range 17 East, Mount Diablo Base and Meridian, together with the right to convey water through existing ditches and/or pipelines from said pumping plant to the East boundary of the East half of the Northwest quarter of the Southeast quarter of said Section 1, and with the right of ingress and egress for the purpose of operation, maintenance and repair of said well, pumping plant and ditches and/or pipeline. The existing ditch and/or pipeline extends North from said well approximately 330 feet and West approximately 660 feet.

APN: 020-120-06

NOT FOR CONSTRUCTION

SCALE:	BENCH MARK	COMPUTED	JJ	MORTON & PITALO, INC.	VESTING TENTATIVE TRACT MAP NO. 6465
HORIZ. 1" = 80'		DESIGNED	GJB	CIVIL ENGINEERING • LAND PLANNING • LAND SURVEYING	FOR THE ORCHARDS AT GILL ESTATES
VERT. 1" = N/A		DRAWN	KLF	Folsom * Fresno	IN THE CITY OF KERMAN
		PROJ. ENGR.	GJB	7643 North Ingram Avenue, Suite #105	FRESNO COUNTY, CALIFORNIA
				Fresno, CA 93711	DATE: SEPTEMBER 16, 2025
				phone: (559) 853-4505	SHEET 1 OF 3
				web: www.mpengr.com	JOB NO. 22-0068-00

REGISTERED PROFESSIONAL ENGINEER — GREGORY J. BARILI — No. 50125 — CIVIL — STATE OF CALIFORNIA

Dwg: Z:\2022\22-0068-00 (KERMAN SUBDIVISION)\DWG\PLAN\WORKING\22006800 TM02.DWG | Saved: 09-16-25 6:00pm GBARDIN

STAFF REPORT

MEETING DATE: November 12, 2025

PRESENTER: Michael Barajas, Public Works Director

SUBJECT: Ratification of Well No. 15 Water Well Repairs (MB)

RECOMMENDATION: Council by motion adopt resolution ratifying award of contract to Arsenal Well Drilling, Inc. for repairs to Well No. 15 in the amount of $ 89,900.46.

EXECUTIVE SUMMARY:

The City of Kerman has six potable water wells located within the City limits that provide potable water to City water customers. Maintaining wells in operable condition is essential to providing reliable water service and is especially important during summer, when water demands peak and power outages can unexpectedly impact production capacity of one or more wells at a time.

On August 6, 2025, Well No. 15 unexpectedly had a vibration in the motor and was immediately shut down. City staff immediately requested estimates to pull the pump and motor, perform a video inspection of the well casing, and replace the eight-inch swing lever check valve with parts, plus modification of discharge. As required by the Purchasing Ordinance, City staff solicited quotes and received three estimates **Exhibit 'C'**. Arsenal Well Drilling had the lowest quote in the amount of $17,150.00 and was awarded the contract **Attachment 'B'**. The award was within the City Manager's purchasing authority.

It is hard to anticipate exactly what work is required until the motor and pump are pulled and a video of the well casing is inspected. Contractor met with City Staff to discuss required repair work needed based on the well casing video. It was discovered that significantly more repairs were required than anticipated. Total additional cost for the required repair work is $72,750.46.

City policy limits the City Manager's purchasing authority to $30,000, which is less than the final cost for well repair of $89,900.46 **Exhibit 'B'**. The proposed resolution, **Attachment 'A'**, will ratify the award of the contract repair work to restore the City's water system to full function and bring the expenditure into compliance with the City's Purchasing Regulations regarding award of contract.

DISCUSSION:

Well No. 15 was constructed in 2007 and is located in the southwest quadrant of the City near California Ave and Second street **Exhibit 'D'**. Well No. 15 is designed to fill the two 750,000-

gallon water storage tanks that provide significant capacity to meet peak usage demands, as well as reserves should a well need to be taken offline for any reason.

The process of repairs of the well is a multiple-step process. The entire process involved removing the pump and motor, and then, the contractor performed a video inspection of the well casing to determine what was actually causing the vibration in the motor.

Timing is critical for the repairs of this well to assure adequate water pressure and supply. The overall project takes approximately 2 to 3 weeks from video, repairs, disinfection, and then flushing the casing. State mandated sampling will then need to be performed and approved prior to allowing the well back online.

The City's system is a looped system, and maintaining adequate water supply and quality is interdependent on the proper functioning of multiple wells operating on any given day. The repairs necessary for Well No. 15 are deemed to be "critical" because, while the system remains functional and adequate during the repair, any chance of a cascading failures or a "domino" effect from shutdowns of the other supporting wells during the repair of Well No. 15 would be catastrophic to the system and the community.

Staff compared Arsenal Well Drilling's proposal to other contractors' proposals received and found them to be fair and acceptable. Staff recommends that Arsenal Well Drilling be used for the additional repair work that includes teardown pump bowls, inspection of turbine motor, bearings replacement, line shaft replacement, swage well – patch casing plus video, fish multiple pipes in the well, scrub/surge well with addition of biocide, well development – airlift well to true bottom and perform well video of Well No. 15.

FISCAL IMPACT:

The total estimated cost of the repairs for Well No.15 is $89,900.46 and is available in the Water Enterprise Fund.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 25-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN RATIFYING AWARD OF CONTRACT TO ARSENAL WELL DRILLING, INC. FOR REPAIRS TO WELL NO. 15 IN THE AMOUNT OF $89,900.46

WHEREAS, the City of Kerman has six potable water wells located within the City limits that provide potable water to City water customers; and

WHEREAS, maintaining wells in operable condition is essential to providing reliable water service; and

WHEREAS, Well No. 15 unexpectedly had vibrations in the motor due to possible mechanical issues and was immediately shut down; and

WHEREAS, the City's system is a looped system, and maintaining adequate water supply and quality is interdependent on the proper functioning of multiple wells operating on any given day.; and

WHEREAS, the repairs necessary for Well No. 15 were deemed to be "critical" because, while the system remained functional and adequate during a repair, any chance of cascading failures or a "domino" effect from shutdowns of the other supporting wells during the repair to Well No. 15 would be catastrophic to the system and the community; and

WHEREAS, the City solicited quotes for the repairs and received the lowest bid from Arsenal Well Drilling, Inc to perform necessary repairs to Water Well No. 15; and

WHEREAS, a contract with Arsenal Well Drilling, Inc. was entered pursuant to the City Manager's authority; and

WHEREAS, once the work commenced, significant repairs exceeding the original City solicitation specifications were discovered, and staff authorized Arsenal Well Drilling, Inc. to proceed with the required work; and

WHEREAS, the extra work required caused the contract amount to exceed the City Manager's authority; and

WHEREAS, staff seek ratification of the contract with Arsenal Well Drilling, Inc.

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Kerman, hereby resolves as follows.

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

Section 2. The City Council finds and determines that the above conditions existed and that it was necessary for City staff to procure contract repairs of Well No.15, and that said repairs were necessary for the City to maintain an adequate water supply.

Section 3. The contract award to Arsenal Well Drilling to repair the well as described **Exhibit 'B'** in the amount of $89,900.46 is hereby ratified and approved.

Section 4. This resolution is effective upon its adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at the regularly scheduled meeting held on the 12th day of November 2025, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

AGREEMENT

THIS AGREEMENT made at the City of Kerman, California, by and between Arsenal Well Drilling, Inc., hereinafter called the Contractor, and the City of Kerman, hereinafter called the Owner.

WITNESSETH: That the Contractor and the Owner, for the consideration hereinafter named, agree as follows:

ARTICLE I. The Contractor agrees to furnish all labor and materials, including tools, implements and appliances required, and to perform all the work in a good and workmanlike manner, free from any and all liens and claims of mechanics, material men, subcontractors, artisans, machinists, teamsters, draymen and laborers required for the repair and rehabilitation of Well #15 described in Article II below.

ARTICLE II. The Contractor and the Owner agree that the Scope of Work hereto attached in **Exhibit 'A'** together with this agreement, form the contract, and they are as fully a part of the contract as if herein repeated.

ARTICLE III. The Owner agrees to pay the Contractor in current funds for the performance of the contract the amount not to Eighty-Nine Thousand Nine Hundred Dollars and Fort-Six Cents ($89,900.46) **Exhibit 'B'**.

ARTICLE IV. If the Contractor should be adjudged a bankrupt, or if it makes a general assignment for the benefit of its creditors, or if a receiver should be appointed on the account of its insolvency, or if Contractor or any of its subcontractors should persistently violate any of the provisions of the contract, or if Contractor should persistently disregard laws, ordinances or the instructions of the Owner, then the Owner may, upon certificate of the City Engineer when sufficient cause exists to justify such action, serve written notice upon the Contractor and its surety of its intention to terminate the contract, such notice to contain the reasons for such intention to terminate the contract, and unless within five days after the serving of such notice, such violations shall cease and satisfactory arrangements for correction thereof be made, the contract shall, upon the expiration of said five days, cease and terminate. In the event of any such termination, the Owner shall immediately serve written notice thereof upon the surety and the Contractor, and the surety shall have the right to take over and perform the contract, provided, however, that if the surety within ten (10) days after the serving upon it of notice of termination does not give Owner written notice of its intention to take over and perform the contract or does not commence performance thereof within the ten (10) days stated above from the date of the serving of such notice, the Owner may take over the work and prosecute the same to completion by contract or by any other method it may deem advisable, for the account and at the expense of the Contractor, and the Contractor and its surety shall be liable to the Owner for any excess cost

occasioned the Owner thereby, and in such event the Owner may, without liability for so doing, take possession of and utilize in completing the work such materials, appliances, plans and other property belonging to the Contractor as may be on the site of the work and necessary therefore. In such case the Contractor shall not be entitled to receive any further payment until the work is finished. If the unpaid balance of the contract price shall exceed the expenses of finishing the work, including compensations for additional managerial and administration services, such excess shall be paid the Contractor. If such expense shall exceed such unpaid balance, the Contractor shall pay the difference to the Owner. The expense incurred by the Owner, as herein provided, and damage incurred through the Contractor's default, shall be certified by the City Engineer.

ARTICLE V. Contractor will defend, indemnify, and hold harmless, THE CITY OF KERMAN from all and any liability for damage on account of injury to persons or damage to property resulting from or arising out of or in any way connected with the performance by Contractor of this agreement and reimburse the Owner for all costs, expenses and loss incurred by it in consequence of any claims, demands and causes of action which may be brought against it arising out of the performance by Contractor of this agreement.

INSURANCE. Contractor at its sole cost and expense shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees or subcontractors.

Minimum Scope of Insurance
Coverage shall be at least as broad as:
l. Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
2. Insurance Services Office form number CA 0001 (Ed 1/87) covering Automobile Liability, code 1 (any auto).
3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

Minimum Limits of Insurance
Contractor shall maintain limits no less than:
l. Commercial General Liability: $2,000,000 per occurrence, $4,000,000 general aggregate, and $2,000,000 products and completed operations aggregate for bodily injury, personal injury and property damage. The general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be doubled.
2. Automobile Liability: $1,000,000 each accident for bodily injury and property damage.
3. Employer's Liability: $1,000,000 each accident for bodily injury or disease.
4. Pollution Liability: $1,000,000 per claim for sudden, accidental and gradual pollution and remediation.

Deductibles and Self-Insured Retentions
Any deductibles or self-insured retentions must be declared to and approved by the City. At the option of the City, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its officers, officials, employees and volunteers; or the Contractor

shall provide a financial guarantee satisfactory to the City guaranteeing payment of losses and related investigations, claim administration and defense expenses

Other Insurance Provisions
The commercial general liability and automobile liability policies are to contain and be endorsed to contain, the following provisions:

1. The city, its officers, officials, employees, and volunteers are to be covered by policy endorsement as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor under the commercial general liability and pollution liability policies, including materials, parts or equipment furnished in connection with such work or operations. General liability coverage shall be provided in the form of an endorsement at least as broad as Insurance Services Office CG 20 10 for ongoing operations and CG 20 37 for completed operations to the Contractor's insurance, or as a separate owner's policy.

2. The Pollution Liability shall cover all activities contemplated in this agreement shall be specifically scheduled on the policy as “covered operations.” The policy shall provide coverage for the hauling of waste from the project site to the final disposal location, including non-owned disposal sites

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

4. Each insurance policy required by this clause shall provide and be endorsed to include a waiver of subrogation in favor of the City, its officers, officials, employees, agents, and volunteers.

5. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days' prior written notice by certified mail, return receipt requested, has been given to the City. If a carrier will not provide the required notice of cancellation, the Contractor shall provide written notice to the City of a cancellation no later than five (5) business days before cancellation.

Acceptability
Insurance is to be placed with insurers approved to do business in California with a current A.M. Best's rating of no less than A:VII.

Verification of Coverage
Contractor shall furnish city with original certificates and amendatory endorsements effecting coverage required by this clause. The endorsements should be on separate forms that conform to the requirements. All certificates and endorsements are to be received and approved by the City

before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

Subcontractors
Contractor shall| ensure all of its subcontractors furnish separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to all of the requirements stated herein.

ARTICLE VI. Contractor represents that it has secured the payment of Workers' Compensation in compliance with the provision of the Labor Code of the State of California and during the performance of the contemplated herein will continue so to comply with said provisions of said Code. Contractor shall supply the Owner with certificates of insurance evidencing that Workers, Compensation Insurance is in effect and providing that the Owner will receive thirty (30) days notice of cancellation. If the Contractor self-insures Workers' Compensation, Certificate of Consent of self-insured should be provided the Owner.

ARTICLE VII. Contractor shall pay prevailing wages as required by the Labor Code of the State or California.

ARTICLE VIII. Beginning of work, time of completion.

A) Beginning of Work

The Contractor shall continue work within 5 working days after receiving notice to proceed and continue diligently prosecute the same to completion within the time limit provided in these specifications. The notice to proceed will be given to the contractor as soon as the, insurance certificates, and contract documents are approved by the City.

Should the Contractor begin work in advance of receiving notice that the contract has been approved, any work performed by Contractor in advance of said date shall be considered as having been done at Contractor’s own risk and as a volunteer unless said contract is so approved.

The delivery to the Owner for execution and approval of the contract properly executed on behalf of the Contractor shall constitute the Contractor's authority to enter upon the site of work and begin operations subject to Contractor’s assumption of the risk or the disapproval of the contract as above provided and subject also to the following:

(1) The Contractor shall, upon commencing operations, take all precautions required for public safety and shall observe all provisions of the specifications.

(2) In the event of disapproval, the Contractor shall at its expense do such work as is necessary to leave the site in a neat condition to the satisfaction of the owner. If the work done affects any adjacent property, the Contractor shall at

its expense restore it to its former conditions, or the equivalent thereof, to the satisfaction of the Owner.

(3) All work done according to the contract prior to its approval will, when the contract is approved, be considered authorized work and will be paid for as provided in the contract.

(4) The Contractor shall not be entitled to any additional compensation or extension of time for any delay, hindrance, or interference caused by or attributable to the commencement of work prior to the date on which the contract was approved by the Owner, except to the extent such delay, hindrance, or interference would have been compensable hereunder had work been commenced on the date of such approval and the progress thereof been the same as that actually made.

(B) Time of Completion

The Contractor shall complete the work under this contract in all parts and requirements within a minimum of 60 days.

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

The Owner shall have the unqualified option to make any needed replacement or repairs itself or to have such replacements or repairs done by the undersigned. In the event the Owner elects to have said work performed by the undersigned, the undersigned agrees that the repairs shall be made and such materials as are necessary shall be furnished and installed within a reasonable time after the receipt of demand from the Owner. If the undersigned Contractor shall fail or refuse to comply with its obligations under this guaranty, the Owner shall be entitled to all costs and expenses, including attorney's fees, reasonably incurred by reason of the said failure or refusal.

IN WITNESS WHEREOF, they have executed this Agreement the _____ day of _____'2025.

CITY OF KERMAN

_____ _____
CONTRACTOR OWNER

_____ _____
FEDERAL TAX I.D. NO. CITY MANAGER

By_____
Sign Name

_____
Print Name

_____
Title

Approved as to Form:

_____
City Attorney

Exhibit ‘A’

Scope of Work

Repair work includes pulling Well No. 15, perform well video, replace 8” swing lever check valve with parts plus modification of discharge, the additional repair includes teardown of pump bowls, inspection of the turbine motor, bearings replacement, line shaft replacement, swage well – patch casing plus video, fish multiple pipes in the well, scrubbing and surging of the well with the addition of biocide, and well development, including airlifting the well to true bottom and performing a video of Well No. 15.

ESTIMATE

Arsenal Well Drilling Inc.
PO Box 8151
Visalia, CA 93290

alex@arsenalwelldrilling.com
+1 (661) 390-1662



Bill to
City of Kerman
City of Kerman Public Water
15201 W A St
Kerman, CA 93630 USA

Ship to
City of Kerman
City of Kerman Public Water
15201 W A St
Kerman, CA 93630 USA

Estimate details
Estimate no.: 6670
Estimate date: 10/27/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**BS416ss - 1-3/4-PSQ**	Bar Stock 1-3/4 416 SS P SQ RL Shaft	1	$1,250.00	$1,250.00
2.		**BBS100x250**	660 Brg Bronze 1x2.5 Bearing 1-1/4" 12 TPI X 2-1/2" 12 TPI, 2.487 OD	8	$49.16	$393.28
3.		**Pump Service**	Machine Work. Clean Cut on Bowls Skirt and impellers. Disassemble and Assemble Bowls.	1	$3,950.00	$3,950.00
4.		**Pump Service**	teardown and inspect motor. Water damage in motor. Clean & Bake Motor & Repaint.	1	$3,550.00	$3,550.00
5.		**1.5" lineshaft 10 thread SS**	1.25 -1-3/16" lineshaft 10 thread SS	21	$500.00	$10,500.00
6.		**Swaging**	Swage Well - Patch casing - + Video - Can wait after blowing well to see how much comes in from Sounding Box.	1	$8,500.00	$8,500.00
7.		**Pump Service**	Attempt to fish multiple pipes in the well.	1	$10,500.00	$10,500.00
8.		**Pump Service**	Scrub/Surge Block well with addition of Biocide.	1	$9,000.00	$9,000.00
9.		**Well Development**	Well Development -Airlift Well to true bottom Perform Well Video	1	$13,500.00	$13,500.00

10.	**Pump Service**	SS retainer and bearings replacement does not include shaft	21	$175.00	$3,675.00
11.	**Pump Service**	Install Pump on well 15	1	$6,900.00	$6,900.00
12.	**Pump Service**	Pull Well 15 and perform well video. Will make recommendation based on well video. THIS HAS BEEN PERFORMED AND APPROVED ON ESTIMATE 6508	1	$10,000.00	$10,000.00
13.	**Pump Service**	Replace 8" swing lever check valve w/ parts plus modification of discharge. APPROVED FROM ESTIMATE 6508	1	$7,150.00	$7,150.00

Subtotal	$88,868.28
Sales tax	$1,032.18
Total	**$89,900.46**

Accepted date **Accepted by**

ESTIMATE

Arsenal Well Drilling Inc.
PO Box 8151
Visalia, CA 93290

alex@arsenalwelldrilling.com
+1 (661) 390-1662



AM Consulting Engineers

Bill to
City Of Kerman
Attn: Doug Hearld

Ship to
AM Consulting Engineers
5150 N. Sixth Street, Suite 124
Fresno, CA 93710 USA

Estimate details
Estimate no.: 6508
Estimate date: 08/11/2025

#	Date	Product or service	Description	Qty	Rate	Amount
1.		**Pump Service**	Pull Well 15 and perform well video. Will make recommendation based on well video.	1	$10,000.00	$10,000.00
2.		**Services**	Replace 8" swing lever check valve w/ parts plus modification of discharge	1	$7,150.00	$7,150.00

Total **$17,150.00**

Accepted date **Accepted by**

South Valley Companies, Inc.
19325 Flightpath Way
PO BOX 82543
www.svcos.com

Proposal

South Valley COMPANIES, INC

Phone: (661) 831-5703
Fax: (661) 831-5976

Proposal: 25-513
Date: 08/06/25

To:	Project:
City of Kerman 850 S Madera ave Kerman, CA 93630 USA	City of Kerman Well 15 DWT Pull

Salesperson		
Travis Spears		

Scope of Work

Pull deep well turbine pump. Transport pump to SVP for inspection. Run well video survey.

Crew Per Diem	3	$150.00	$450.00	
PUMP RIG WITH THREE MEN	24	$525.00	$12,600.00	
CRANE TRUCK - Transport Material to SVP Yard	8	$230.00	$1,840.00	
FIELD HAND - haul trailer for material transportation	8	$100.00	$800.00	
WELDER WITH TRUCK	8	$150.00	$1,200.00	
FIELD HAND - welder's helper	8	$100.00	$800.00	
SHOP LABOR - Shop Inspection	10	$75.00	$750.00	
8" Swing Check Valve	1	$5,250.00	$5,250.00	T
Flanges and fittings	1	$375.00	$375.00	T
Flexible pipe coupling	1	$412.50	$412.50	T
Well Video - 750'	1	$2,500.00	$2,500.00	

Proposal Subtotal (USD):	**$**	**26,977.50**
Estimated Tax (USD):	**$**	**0.00**
Proposal Total (USD):	**$**	**26,977.50**

Salesperson	
Provided by:	Travis Spears
Title:	Salesperson
Date:	08/06/25

Acceptance	
Accepted by:	_____
Title:	_____
Date:	_____

ZIM INDUSTRIES, INC.

4532 E. Jefferson • Fresno, CA 93725
Ph. (559) 834-1551 • FAX (559) 834-5156
Email: zim@zimindustries.com
www.zimindustries.com

August 6, 2025

Attn: Douglas

Project: City of Kerman Well #15

Subject: Pull Pump & Video

Note: Motor will need to be inspected, possible bushing failure in the pump. Estimate does not include pricing on any parts or repairs.

Zim Industries proposes to perform the following:

1)	Mob / De-mob	$3,500
2)	Pull Pump	$7,500
3)	Reinstall Pump	$7,500
4)	Video	$2,800
5)	(1) 8" Swing Check	$3,250
6)	(3) 8" Flange Bolt Kits	$75
7)	(3) 8" Flange Gaskets	$38
8)	Discharge Pipe Fabrication	$5,000

Estimated Total	**$29,663**

Note: Prices do not include any concrete pads, concrete structures, anchor bolts, pump house enclosure, electrical panels / VFD or wiring, meters, pressure level transducers, set of spare parts, pressure tanks, epoxy lined and coated column pipe, discharge piping, booster pumps, modification of pump site, casing, gravel or sounding tube extensions, or air-vent, any demolition of well site, construction permits, discharge of well water or permits.

Sincerely Submitted,

Stephen Routt

Zim industries

Exhibit 'D'


W B St
S 7th St
Mid Valley Recycling
S 6th St
Kerman Inn Motel
W B St
S Madera Ave
W B St
Specialty Hose Xpress
W B St
W A St
Memo's Tires & Auto Repair
Kerman Mini Storage
S Madera Ave
Simplot Grower Solutions
Commerce Way
Commerce Way
Kerman Farm Supply Outdoor Trash Containers
Commerce Way
Panoche Creek Packing
City of Kerman Well Site #15

STAFF REPORT

MEETING DATE: November 12, 2025

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Budget Adjustments for 1st Quarter Fiscal Year 2025/2026 (JA)

RECOMMENDATION: Council review and adopt resolution adopting revisions to the Fiscal Year 2025/2026 Budget.

EXECUTIVE SUMMARY:

The Fiscal Year 2025/2026 annual budget was adopted on June 11, 2025, with a General Fund deficit of $4,901,214 with revenues at $11,865,997 and expenditures at $16,767,210. The deficit in the General Fund is primarily due to the construction of Hart Ranch Park. Staff is recommending 1st quarter budget adjustments due to operational expenses, supplies, and improvements in technology.

The list below has General Fund revenues that need to be adjusted/increased for Fiscal Year 2025/2026.

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
100-0000-322-61-00	Animal Surrender Fee	300.00	1,000.00	700.00
100-0000-344-45-00	Foreclosure Registration Fees	0.00	50.00	50.00
	Total General Fund Revenues			**750.00**

The list below has General Fund expenditures that need to be adjusted/increased for Fiscal Year 2025-2026

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
100-1002-410-30-00	Overtime	0.00	100.00	100.00
100-1008-510-01-00	Contract Services-LAFCo	5,000.00	5,248.07	248.07
100-1008-551-02-00	Communications-Cellular Phone	144.00	552.00	408.00
100-1008-555-00-00	Dues & Subscriptions(GIS)	500.00	1,542.50	1,042.50
100-1042-521-01-00	Supplies	3,000.00	5,200.00	2,200.00
100-1042-551-02-00	Communications-Cellular Phone	144.00	552.00	408.00
100-2002-510-01-00	Contract Services	0.00	800.00	800.00
100-2002-510-10-00	Professional Services	357.14	400.00	42.86
100-2002-521-06-00	Uniforms	200.00	350.00	150.00
100-2010-521-01-00	Supplies	9,000.00	12,000.00	3,000.00
100-2010-521-03-00	Janitorial Supplies	8,500.00	18,000.00	9,500.00
100-2047-410-30-00	Overtime	0.00	800.00	800.00

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
100-2069-420-55-00	Workers Compensation Expense	865.56	3,061.20	2,195.64
100-3011-510-21-00	FLOCK Camera System	0.00	22,602.27	22,602.27
100-3011-600-03-08	Radar Trailer	0.00	12,000.00	12,000.00
100-3041-551-07-00	Communications - City Cameras	0.00	1,400.00	1,400.00
100-5005-410-20-00	Part-Time Wages	319.20	1,500.00	1,180.80
100-6004-410-30-00	Overtime	0.00	50.00	50.00
100-6004-554-01-00	Travel-Meetings	2,500.00	5,000.00	2,500.00
100-7001-420-40-00	Health Insurance Expense	1,000.88	2,880.00	1,879.12
	Total General Fund Expenditures			**62,507.26**

The General Fund will have a new overall deficit of $4,962,970 based on revenues of $11,866,747 and expenditures of $16,829,717.

The list below has Enterprise Fund expenditures that need to be adjusted/increased for Fiscal Year 2025/2026.

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
410-4041-510-21-00	FLOCK Camera System	0.00	9,040.91	9,040.91
410-4041-555-03-00	N. Kings Groundwater Sustainab	6,000.00	7,768.87	1,768.87
410-5005-410-20-00	Part-Time Wages	319.20	7,500.00	7,180.80
410-5005-521-01-00	Supplies	2,000.00	7,500.00	5,500.00
	Total Water Fund Expenditures			**23,490.58**

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
420-4042-510-21-00	FLOCK Camera System	0.00	1,506.82	1,506.82
420-5005-410-20-00	Part-Time Wages	319.20	7,000.00	6,680.80
	Total Sewer Fund Expenditures			**8,187.62**

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
430-5005-410-20-00	Part-Time Wages	319.20	5,700.00	5,380.80
430-5005-521-01-00	Supplies	1,200.00	4,000.00	2,800.00
	Total Solid Waste Expenditures			**8,180.80**

The Enterprise Funds will have an overall increase in expenditures of $39,859. The new budget numbers would increase the deficit to the Water Fund to $124,429 and the Sewer Fund to $259,096. The Solid Waste Fund would still remain with a surplus, but the surplus would decrease to $121,046.

The list below has revenues from other funds that need to be adjusted/increased for Fiscal Year 2025/2026.

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
100-3999-334-30-12	Koret Shelter Welcome Grant	0.00	40,000.00	40,000.00
	Total Revenues for Other Funds			**40,000**

The list below has expenditures from other funds that need to be adjusted/increased for Fiscal Year 2025/2026.

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
100-3050-410-10-00	Salaries	28,675.60	128,675.60	100,000.00
100-3050-410-30-00	Overtime	6,500.00	20,000.00	13,500.00
100-3999-520-00-12	Koret Shelter Welcome Grant	0.00	20,000.00	20,000.00
100-3999-520-00-16	Officer Wellness/Mental Health	0.00	15,170.00	15,170.00
410-4041-600-03-03	Capital Imp-Well 9A Emerg Rep	132,000.00	11,000.00	-121,000.00
410-4041-600-03-28	Backhoe	0.00	16,791.07	16,791.07
410-4041-600-03-48	Capital Improvements-Well 15 R	0.00	90,000.00	90,000.00
410-8000-600-04-01	SGMAGrant Recharge Proj. Lions	0.00	11,000.00	11,000.00
410-8000-600-04-47	Well No 14 Rehabilitation	0.00	176,443.58	176,443.58
420-4042-600-03-28	Backhoe	0.00	16,791.06	16,791.06
430-5005-521-34-00	SB1383 Local Assistance OWR1	75,000.00	0.00	-75,000.00
430-5005-600-03-28	Backhoe	0.00	75,000.00	75,000.00
750-4075-552-01-00	Public Notice	0.00	409.50	409.50
750-4075-600-03-28	Backhoe	0.00	16,791.06	16,791.06
870-4087-600-03-28	Backhoe	0.00	16,791.06	16,791.06
870-8000-600-03-82	STBG-KeBlvd.Reh.Park-Del Norte	0.00	1,000.00	1,000.00
870-8000-600-03-85	Siskiyou Ave Rehab 180/Kearney	3,000.00	53,000.00	50,000.00
882-4088-410-20-00	Part-Time Wages	500.00	1,984.22	1,484.22
890-8000-600-03-86	Goldenrod Ave Reh Kearney/RR	0.00	42,000.00	42,000.00
	Total Expenditures for Other Funds			**467,171.55**

FISCAL IMPACT: The overall fiscal impact will increase the General Fund deficit of $4,901,214 to $4,962,970. The Enterprise Funds would increase expenditures by $39,859. Other funds would increase revenues by $40,000 and expenditures by $467,171.55. The majority of the expenditures in other funds are capital projects in our Enterprise Funds and Street Funds.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 25-___

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ADOPTING REVISIONS TO THE FISCAL YEAR 2025-2026 BUDGET

WHEREAS, the City Council approved the Fiscal Year 2025-2026 Budget by Resolution 25-33 dated June 11, 2025; and

WHEREAS, adjustments are requested for the Fiscal Year 2025-2026 budget based on the actual and estimated sources and uses; and

WHEREAS, the Fiscal Year 2025-2026 Budget adjustments requests include adjustments totaling $528,787.81 per the attached **Exhibit 'A'**.

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

1. The foregoing results are true and incorporated by reference.

2. The Council approves adjustments to expenditures for the Fiscal Year 2025-2026 budget as outlined in the schedule in **Exhibit 'A'**, which is attached and incorporated by reference.

3. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 12th day of November 2025, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

Exhibit 'A'

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
100-1002-410-30-00	Overtime	0.00	100.00	100.00
100-1008-510-01-00	Contract Services-LAFCo	5,000.00	5,248.07	248.07
100-1008-551-02-00	Communications-Cellular Phone	144.00	552.00	408.00
100-1008-555-00-00	Dues & Subscriptions(GIS)	500.00	1,542.50	1,042.50
100-1042-521-01-00	Supplies	3,000.00	5,200.00	2,200.00
100-1042-551-02-00	Communications-Cellular Phone	144.00	552.00	408.00
100-2002-510-01-00	Contract Services	0.00	800.00	800.00
100-2002-510-10-00	Professional Services	357.14	400.00	42.86
100-2002-521-06-00	Uniforms	200.00	350.00	150.00
100-2010-521-01-00	Supplies	9,000.00	12,000.00	3,000.00
100-2010-521-03-00	Janitorial Supplies	8,500.00	18,000.00	9,500.00
100-2047-410-30-00	Overtime	0.00	800.00	800.00
100-2069-420-55-00	Workers Compensation Expense	865.56	3,061.20	2,195.64
100-3011-510-21-00	FLOCK Camera System	0.00	22,602.27	22,602.27
100-3011-600-03-08	Radar Trailer	0.00	12,000.00	12,000.00
100-3041-551-07-00	Communications - City Cameras	0.00	1,400.00	1,400.00
100-3050-410-10-00	Salaries	28,675.60	128,675.60	100,000.00
100-3050-410-30-00	Overtime	6,500.00	20,000.00	13,500.00
100-3999-520-00-12	Koret Shelter Welcome Grant	0.00	20,000.00	20,000.00
100-3999-520-00-16	Officer Wellness/Mental Health	0.00	15,170.00	15,170.00
100-5005-410-20-00	Part-Time Wages	319.20	1,500.00	1,180.80
100-6004-410-30-00	Overtime	0.00	50.00	50.00
100-6004-554-01-00	Travel-Meetings	2,500.00	5,000.00	2,500.00
100-7001-420-40-00	Health Insurance Expense	1,000.88	2,880.00	1,879.12
410-4041-510-21-00	FLOCK Camera System	0.00	9,040.91	9,040.91
410-4041-600-03-28	Backhoe	0.00	16,791.07	16,791.07
410-4041-555-03-00	N. Kings Groundwater Sustainab	6,000.00	7,768.87	1,768.87
410-4041-600-03-03	Capital Imp-Well 9A Emerg Rep	132,000.00	11,000.00	-121,000.00
410-4041-600-03-48	Capital Improvements-Well 15 R	0.00	90,000.00	90,000.00
410-5005-410-20-00	Part-Time Wages	319.20	7,500.00	7,180.80
410-5005-521-01-00	Supplies	2,000.00	7,500.00	5,500.00
410-8000-600-04-01	SGMAGrant Recharge Proj. Lions	0.00	11,000.00	11,000.00
410-8000-600-04-47	Well No 14 Rehabilitation	0.00	176,443.58	176,443.58
420-4042-510-21-00	FLOCK Camera System	0.00	1,506.82	1,506.82
420-4042-600-03-28	Backhoe	0.00	16,791.06	16,791.06
420-5005-410-20-00	Part-Time Wages	319.20	7,000.00	6,680.80
430-5005-410-20-00	Part-Time Wages	319.20	5,700.00	5,380.80
430-5005-521-01-00	Supplies	1,200.00	4,000.00	2,800.00
750-4075-600-03-28	Backhoe	0.00	16,791.06	16,791.06
750-4075-552-01-00	Public Notice	0.00	409.50	409.50

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
870-4087-600-03-28	Backhoe	0.00	16,791.06	16,791.06
870-8000-600-03-82	STBG-KeBlvd.Reh.Park-Del Norte	0.00	1,000.00	1,000.00
870-8000-600-03-85	Siskiyou Ave Rehab 180/Kearney	3,000.00	53,000.00	50,000.00
882-4088-410-20-00	Part-Time Wages	500.00	1,984.22	1,484.22
890-8000-600-03-86	Goldenrod Ave Rehab Kearney/RR	0.00	42,000.00	42,000.00
430-5005-521-34-00	SB1383 Local Assistance OWR1	75,000.00	0.00	-75,000.00
430-5005-600-03-28	Backhoe	0.00	75,000.00	75,000.00
	Total Expenditures			**$569,537.81**

Account Number	Description	Budget Amount	New Amount	Increase/ Decrease
100-0000-322-61-00	Animal Surrender Fee	300.00	1,000.00	700.00
100-0000-344-45-00	Foreclosure Registration Fees	0.00	50.00	50.00
100-3999-334-30-12	Koret Shelter Welcome Grant	0.00	40,000.00	40,000.00
	Total Revenues			**$40,750**

STAFF REPORT

MEETING DATE: November 12, 2025

PRESENTER: Hilda Cantú Montoy, City Attorney

SUBJECT: Fourth Amendment to Employment Agreement with City Manager (HCM)

RECOMMENDATION: Council is asked to consider and determine whether to adopt a resolution approving a fourth amendment to Employment Agreement with City Manager.

EXECUTIVE SUMMARY:

The City and City Manager John Jansons entered into an Employment Agreement ("Agreement") effective December 1, 2019, and amended on October 1, 2021, August 9, 2023, and November 14, 2024. Subsequent to the recent completion of the City Manager's performance evaluation, the City Council, through an Ad Hoc Committee comprised of the Mayor and Council Member Yep, conducted contract negotiations with the City Manager. The parties wish to amend the Employment Agreement as set forth in the Fourth Amendment to the Employment Agreement attached to the proposed resolution regarding this matter, which includes extending the term of the contract by two years and increasing the salary by 5%.

DISCUSSION:

The Brown Act Requires that, prior to taking final action, the legislative body shall orally report a summary of a recommendation for a final action on the salaries, salary schedules, or compensation paid in the form of fringe benefits of a local agency executive during the open meeting in which the final action is to be taken. See Government Code § 54953 (c)(3). A summary of the amended Agreement is described in this staff report per the text that is required to be read aloud by the Mayor at the Council Meeting.

Announcement by Mayor –

As required by the Brown Act (Government Code § 54953 (c) (3)), prior to taking action on this item, the Council must publicly announce a summary of the action being considered. If adopted, the proposed resolution will approve the Fourth Amendment to Employment Agreement with City Manager John Jansons as follows:

- The current term of the Employment Agreement ends on November 30, 2029. This amendment extends it for an additional two years to November 30, 2031.

- Effective July 1, 2025, as per the last performance evaluation, the City Manager will be paid an annual base salary of $201,014.00 ($16,751.00 monthly) per year paid in accordance with the City's payroll procedures.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 25-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A FOURTH AMENDMENT TO EMPLOYMENT AGREEMENT WITH CITY MANAGER

WHEREAS, on December 1, 2019, the City and City Manager entered into an At-Will Employment Agreement; and

WHEREAS, the Agreement has been modified three times; and

WHEREAS, the City Council and City Manager desire to amend the Agreement to extend the term of the Agreement and to add a base salary increase.

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

1. The above recitals are true and correct.

2. The City Council approves the Fourth Amendment to Employment Agreement with City Manager John Jansons, attached hereto as **Exhibit 'A'** and incorporated by reference.

3. This resolution is effective immediately upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regularly scheduled meeting held on the 12th day of November 2025, by the following vote.

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby approved.

_____
Maria Pacheco
Mayor

ATTEST:

_____
Josie Camacho
City Clerk

Exhibit 'A'

FOURTH AMENDMENT TO CITY OF KERMAN
AGREEMENT FOR EMPLOYMENT OF CITY MANAGER

This Fourth Amendment to Employment Agreement ("Fourth Amendment") is made and entered on November 12, 2025, by and between the City of Kerman ("City") and John Jansons ("Employee").

RECITALS

WHEREAS, City and Employee entered an Employment Agreement ("Agreement") effective December 1, 2019; and

WHEREAS, the Agreement has been modified three times by the parties; and

WHEREAS, City and Employee desire to continue the employment relationship and to make certain modifications to the Agreement; and

WHEREAS, the modifications are embodied in this Fourth Amendment to City of Kerman Agreement for Employment of City Manager.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing recitals and the mutual promises and covenants herein contained, the parties agree as follows:

SECTION 1. Section 3 of the Employment Agreement is amended to read as follows and to repeal prior text in Section 3:

3. Term of Agreement.

The current Agreement expires on November 30, 2029. The term of the Agreement is extended to November 30, 2031. The term of this Agreement shall be at the will of either party.

SECTION 2. Section 4 of the Employment Agreement is amended to read as follows:

4. Salary.

Based on the salary increase received effective July 1, 2024, Employee shall be paid an annual base salary of $201,014.00 ($16,752.00 monthly) in accordance with the City's payroll procedures.

SECTION 3. Except as amended by this Fourth Amendment to Agreement, all other terms in the Employment Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the City of Kerman has caused this Fourth Agreement to Employment Agreement to be executed on its behalf by its Mayor and duly attested by its City Clerk, and John Jansons has signed and executed this Agreement on the day and year written below.

CITY OF KERMAN

_____
Maria Pacheco, Mayor

Date: _____

EMPLOYEE

_____
John Jansons

Date: _____

ATTEST:

_____
Josie Camacho, City Clerk

APPROVED AS TO FORM:

_____
Hilda Cantú Montoy, City Attorney