

**IMPORTANT NOTICE REGARDING THE MARCH 18, 2020
CITY OF KINGSBURG COUNCIL MEETING**

Based upon recommendations from the CDC regarding social distancing relative to COVID-19 (coronavirus) and in accordance with the applicable provisions of Executive Order N-25-20 issued by Governor Newsom on March 12, 2020 (“EO”), the regular City Council meeting scheduled for March 18, 2020 will be held via teleconference. Per the EO, the City Council Chambers, located at 1401 Draper St., will remain open during the teleconference for those who wish to listen and/or provide public comment during the public comment period of the agenda or on a specific agenda item. In addition, the City will have available a free call-in conference call number for those who wish to participate, but do not wish to come in person to the City Council Chambers. Those wishing to join via call-in conference should contact City Clerk Abigail Palsgaard at apalsgaard@cityofkingsburg-ca.gov, or by calling 559-897-6520. Mrs. Palsgaard will provide call-in instructions and directions for participating during the meeting. We will be asking all those interested to please call in 5 minutes prior to the regular meeting start time and keep their telephones on “mute” unless speaking during the public comment portion of the agenda or speaking on a specific agenda item after the Mayor requests public comment on the specific agenda item.

There have been no suspected or confirmed cases of COVID-19 in our facilities. This action is being taken to allow for social distancing , which follows the guidelines of the Fresno County Department of Public Health.



City of Kingsburg

1401 Draper Street, Kingsburg, CA 93631-1908
Phone (559)897-5821 Fax (559)897-5568

Mayor Michelle Roman
Mayor Pro Tem Laura North
Council Member Sherman Dix
Council Member Vince Palomar
Council Member Jewel Hurtado

City Manager Alexander J. Henderson

AGENDA

KINGSBURG CITY COUNCIL REGULAR MEETING

Council Chamber, 1401 Draper Street, Kingsburg, CA 93631 (559) 897-5821
www.cityofkingsburg-ca.gov

Wednesday, March 18, 2020 at 6pm

Invocation to be given by Pastor Ricky Chambers, Kingsburg Community Church, followed by the Pledge of Allegiance led by Mayor Michelle Roman.

6 P.M. REGULAR SESSION MEETING:

1. **Call to Order and Roll Call**
2. **Public Comments:** This is the time for any citizen to come forward and address the City Council on any issue within its jurisdiction that is not listed on the Agenda. A maximum of five (5) minutes is allowed for each speaker.
3. **Approve Agenda:** Action by the Council to approve the agenda or to make modifications. Items that can be added to the agenda is constrained by State law.
4. **Consent Calendar:** Items considered routine in nature are to be placed on the Consent Calendar. They will be considered as one item and voted upon in one vote unless individual consideration is requested. Each vote in favor of the Consent Calendar is considered and recorded as a separate affirmative vote in favor of each action listed. Approval of the Consent Calendar items include recitals reading ordinance(s) by titles(s) only and adoption of recommended action(s) contained in Staff Reports.
 - 4.1 **Approval of City Council Minutes:** Approve the minutes from the March 4, 2020 Regular City Council Meeting, as prepared by City Clerk Abigail Palsgaard.
 - 4.2 **Check Register:** Ratify/approve payment of bills listed on the check register for the period February 18, 2020 through March 11, 2020 as prepared by Accounts Payable Clerk Grace Reyna.
 - 4.3 **Adopt the Revised Trolley Rental Agreement-** Staff Report by City Clerk Abigail Palsgaard

- 4.4 Waive the second reading and adopt Ordinance No. 2020-002, An Ordinance Of The City Of Kingsburg Amending Section 15.40.010 Of Chapter 15.40 Of Title 15 Of The Kingsburg Municipal Code with the following recital constituting reading the title of the Ordinance:**

**“AN ORDINANCE OF THE CITY OF KINGSBURG
AMENDING SECTION 15.40.010 OF CHAPTER 15.40 OF
TITLE 15 OF THE KINGSBURG MUNICIPAL CODE”**

- 4.5 Adopt Resolution 2020-020-** No Dogs Allowed at the 2020 Kingsburg Chamber of Commerce Car Show.
- 4.6 Adopt Resolution 2020-021-** Authorizing the destruction of City Records approved by the City Attorney.
- 4.7 Receive and File Kingsburg Police Stats for February 2020-** Report prepared by Police Records Supervisor Corina Padilla.

5. Regular Calendar

- 5.1 Coronavirus Disease 2019 (COVID-19) -** Staff Report by City Manager Alexander Henderson
Possible Action(s):
- a. Presentation by City Manager Alexander Henderson
 - b. Council Discussion
 - c. Action as Deemed Necessary
- 5.2 T-Mobile Merger Update-** Oral Report by City Manager Alexander Henderson
Possible Action(s):
- a. Presentation by City Manager Alexander Henderson
 - b. Council Discussion
 - c. Informational- No Action Necessary

6. Council Reports and Staff Communications

- 6.1** Community Services Commission
- 6.2** Public Safety Committee
- 6.3** Chamber of Commerce
- 6.4** Economic Development
- 6.5** Finance Committee
- 6.6** Planning Commission
- 6.7** South Kings Groundwater Sustainability Agency Joint Powers Authority (SKGSA)
- 6.8** City Manager’s Report

7. Other Business that may come properly before the City Council

8. Future Agenda Items

These items will be added to a future agenda with direction from Council.

9. Adjourn Regular Kingsburg City Council Meeting.

Any writings or documents provided to a majority of the City Council regarding any item on this agenda will be made available for public inspection at City Hall, in the City Clerk's office, during normal business hours. In addition, such writings and documents may be posted on the City's website at www.cityofkingsburg-ca.gov.

I hereby certify, under penalty of perjury under the laws of the State of California that the foregoing Agenda was posted at the front entrance of City Hall not less than 72 hours prior to the meeting. Dated this 13th day of March 2020.

Abigail Palsgaard, City Clerk

**KINGSBURG CITY COUNCIL
REGULAR MEETING MINUTES
March 4, 2020**

Invocation was given by Pastor Tim Boynton, Kingsburg Covenant Church, followed by the Pledge of Allegiance led by Mayor Michelle Roman

6 P.M. REGULAR SESSION MEETING:

Call to Order and Roll – At 6:00 P. M. Mayor Michelle Roman called the Regular Meeting of the Kingsburg City Council to order.

Council Members present – Jewel Hurtado, Vince Palomar, Sherman Dix, and Mayor Michelle Roman.

Council Members absent – Laura North

Staff present – City Manager Alexander Henderson, City Attorney Michael Noland, Fire Chief Daniel Perkins, City Engineer Dave Peters, and City Clerk Abigail Palsgaard.

Public Comments – Aaron Gonzales, representing the California Health Collaborative, invited the City Council to attend the Kingsburg Townhall on March 16th. The Kingsburg High School and Elementary School Districts will be represented, as well as other community partners, to discuss vaping and other concerns.

Approve Agenda – A motion was made by Council Member Dix, seconded by Council Member Hurtado, to approve the Agenda, as published. The motion carried by unanimous voice vote of the Council Members present.

Consent Calendar – A motion was made by Council Member Hurtado, seconded by Council Member Palomar to approve the items appearing on the Consent Calendar. The motion carried by unanimous voice vote of the Council Members present.

- 4.1 Approval of City Council Minutes:** Approve the minutes from the February 13, 2020 Joint Workshop Meeting and the February 19, 2020 Regular City Council Meeting, as prepared by City Clerk Abigail Palsgaard.
- 4.2 Check Register:** Ratify/approve payment of bills listed on the check register for the period February 13, 2020 through February 27, 2020 as prepared by Accounts Payable Clerk Grace Reyna.
- 4.3 Adopt the ADA Transition Plan for City Maintained Road System dated February 2020.**
- 4.4 Waive the first reading and introduce Ordinance No. 2020-002, An Ordinance Of The City Of Kingsburg Amending Section 15.40.010 Of Chapter 15.40 Of Title 15 Of The Kingsburg Municipal Code and pass to a second reading on March 18, 2020 with the following recital constituting reading the title of the Ordinance:**

**“AN ORDINANCE OF THE CITY OF KINGSBURG
AMENDING SECTION 15.40.010 OF CHAPTER 15.40 OF
TITLE 15 OF THE KINGSBURG MUNICIPAL CODE”**

4.5 Claim Rejection- Reject Serena Borden's claim against the City filed on February 27, 2020.
Staff Report prepared by City Clerk Abigail Palsgaard

REGULAR CALENDAR

Caltrans Mendocino/Mountain View Interchange Feasibility Study Presentation- Staff Report by City Engineer Dave Peters

Eric Olson, Senior Technical Planning Engineer with Caltrans, gave the history of the discussion of the interchange of State Route 99/18th Avenue and State Route 99/Mt. View Avenue. He talked about deficiencies in the two intersections, issues with sidewalks, poor for pedestrians and not safe. He said that 2025 would be the potential year of construction. He discussed the traffic study, midterm options, and the final I-9 interchange. In discussion he said that the roundabouts have the highest level of service for 25 years. Timetables and the next steps were discussed.

Council Member Dix asked what responsibility Caltrans has for the failing grades compared to us as a community. Mr. Olson said that there is not enough failure or accidents for Caltrans to trigger a project. Curt Hatton, Caltrans, said that Caltrans doesn't have funding for these projects. Council Member Dix said that if we need to fund the project initiation document, what is next. Mr. Hatton said that there are additional documents such as the Environmental Impact Report (EIR). Council Member Dix asked if it would be cost effective to have only one option? Mr. Hatton said that it would be good to have a couple options and then remove the ones that do not work quickly. Measure funding was discussed. Mr. Hatton said that the Project Initiation Document (PID) could cost \$125,000-\$250,000.

Council Member Palomar asked about public comment about cul-de-sacing Mehert/Avenue 394. He said that we wouldn't want to take away the access without discussing it with residents.

Mayor Roman asked about the next step. Mr. Hatton said it would be to come up with the alternatives and start the PID. Council Member Dix said that it looks like the roundabout is the best bang for the buck. He said that these interchanges bring development and we are interested in commercial development.

City Manager Alexander Henderson said that no action is needed tonight. We wanted to start the discussion and staff will bring it back for further Council discussion.

Extraterritorial Water Service Connection to the Warlow Rest Stop on Highway 99 South of the Kings River- Staff Report by City Engineer Dave Peters

City Engineer Dave Peters stated that Caltrans is developing a project to upgrade the water system at the rest stop south of the Kings River. They are interested in connecting to the City of Kingsburg's water system and extend it approximately two miles to the rest stop site. Water from the City's distribution system would be used for domestic and potentially fire protection. Caltrans would pay for model runs to see if it is possible. Fresno County LAFCO and Tulare LAFCO would have to agree. He said that before moving forward we wanted Council feedback.

Mayor Roman asked how much water they use in a year. Mr. Peters said not a lot of water. He stated that we would need to charge an extra fee for Public Works to service the line. Caltrans sees it as a

long-term solution.

Mayor Roman stated that Council thinks it would be positive to have them put the infrastructure where there is potential for development. Council asked about sharing cost for the firefighter. Staff was given direction given to move forward.

Kingsburg Fire Department Annual Report- Report by Chief Daniel Perkins

Chief Daniel Perkins highlighted his report stating that he is proud of the newly formed Honor Guard. They are training on their own time and the Association supplied all the money for their uniforms. He stated that fire incidents have increased by 4.7%. We have been going to Selma and Traver more. We have had a 3.4% increase in EMS. He mentioned the Community Outreach Program, the improved Reserve Program, the B-Safe Program, which legally binds us to inspect the public spaces by the state of California, and working with businesses. He mentioned fire hydrant maintenance which hasn't been done in over 5 years. He talked about training which is up 300% over 2018 and how it helps morale. He mentioned Station 2 and calls that were not able to be answered in the past.

Council Reports and Staff Communications

- 6.1 Community Services Commission** – Mayor Roman reported that they met last week. They discussed the pool opening, which is coming up, the new sports complex, and skatepark issues with some of the kids. We are going to add an additional sign at the skate park with rules and add the non-emergency number for the Police Department. Going to put a subcommittee grant. Kids day is 3/10.
- 6.2 Public Safety Committee** – Council Member Palomar reported that they met last Tuesday. They voted on crosswalks to be painted and are looking to allocate the rest of the money for cameras for the Police Department for high traffic intersections.
- 6.3 Chamber of Commerce** – Council Member Hurtado reported that it meets next week.
- 6.4 Economic Development** – Council Member Dix reported that they met about agritourism and discussed the digital signs.
- 6.5 Finance Committee**- City Manager Alexander Henderson reported that they will meet on March 24th.
- 6.6 Planning Commission**- City Manager Alexander Henderson reported that there was no meeting this month for lack of business.
- 6.7 South Kings Groundwater Sustainability Agency Joint Powers Authority (SKGSA)**- Council Member Dix reported that they have not met.
- 6.8 City Manager's Report**- City Manager Alexander Henderson reported that the Health Care District meets on March 11th at 4:00 P. M. and will be presenting a large check for Athwal Park.

Other Business that may come properly before the City Council

Council Member Dix talked about the Coronavirus in case they close schools, the possible impact on employees, and flexible work schedules.

Council Member Dix also talked about controlling the narrative on social media when events happen. Public Information Officer might be something to look into. City Manager Alexander Henderson said that each department has one, but for a larger one it would be the City Manager.

Mayor Roman stated that at the COG meeting they said that Caltrans will be closing 2 lanes of Highway 99 from Sierra Street to 2nd Street in Selma. This starts on April 6th and we have asked them to contact City staff. We also talked about the importance of all residents participating in the upcoming Census Count.

Mayor Roman expressed congratulations to Council Member Jewel Hurtado for winning Democrat Central Committee.

Future Agenda Items - None

Adjourn – At 7:51 P. M. Mayor Roman adjourned the Regular Kingsburg City Council Meeting.

Submitted by:

Abigail Palsgaard, City Clerk

Accounts Payable

Checks by Date - Summary by Check Date

User: gracer
Printed: 3/13/2020 10:47 AM



City of Kingsburg
1401 Draper Street
Kingsburg, CA 93631-1908
(559)897-5821

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77364	4199	AAA BACKFLOW PREVENTION	02/21/2020	4.00
77366	3006	AIRGAS NCN	02/21/2020	750.67
77367	4173	AMI CONCEPTS	02/21/2020	2,000.00
77368	3020	ANGELICA TEXTILES SERVICES COR	02/21/2020	276.40
77369	3029	AT&T CALNET 3	02/21/2020	1,520.52
77370	3030	AT&T MOBILITY	02/21/2020	980.31
77371	3035	BAUER COMPRESSORS, INC.	02/21/2020	1,064.68
77372	3038	BENETRAC	02/21/2020	425.00
77373	3056	CAL STATE TERMITE AND PEST	02/21/2020	460.00
77374	3057	CALIFORNIA BUILDING STANDARDS	02/21/2020	752.40
77375	3704	CANON FINANCIAL-EQUIPMENT SAL	02/21/2020	1,079.34
77376	3068	BARBARA CARPENTER	02/21/2020	990.00
77377	4203	CEN-CAL AUTO & TRUCK PARTS/ NAF	02/21/2020	2,108.61
77378	3077	CENTRAL VALLEY OVERHEAD DOOR	02/21/2020	424.00
77379	3918	CINTAS	02/21/2020	1,106.56
77380	3111	COLLINS & SCHOETTLER	02/21/2020	3,712.50
77381	3115	COMCAST-PD	02/21/2020	161.20
77382	3120	COPWARE, INC.	02/21/2020	615.00
77383	3142	DELRAY TIRE & RETREADING	02/21/2020	2,437.55
77384	3152	E C N POLYGRAPH & INVEST	02/21/2020	200.00
77385	4197	ELLBERG WIGH PROPERTIES INC.	02/21/2020	58.00
77386	4011	ESCI EMERGENCY SERVICES CONSUI	02/21/2020	831.70
77387	3158	ENER POWER	02/21/2020	566.00
77388	4176	ENGINEERED FIRE SYSTEMS, INC	02/21/2020	700.00
77389	3162	ESO SOLUTIONS	02/21/2020	9,858.00
77390	3188	FRESNO COUNTY SHERIFF	02/21/2020	15,929.25
77391	3201	ALFREDO FUENTES	02/21/2020	64.00
77392	3219	HEALTHWISE SERVICES	02/21/2020	492.50
77393	3222	HENRY SCHEIN, INC.	02/21/2020	884.44
77394	4059	KRISTIN HERNANDEZ	02/21/2020	115.00
77395	3999	IRON MOUNTAIN	02/21/2020	35.00
77396	4190	J.P. COOKE COMPANY	02/21/2020	126.00
77397	3237	JC'S LAWN SERVICE	02/21/2020	5,000.00
77398	3248	KAHN, SOARES & CONWAY, LLP	02/21/2020	5,668.60
77399	3253	KINGSBURG CHAMBER OF COMMERCE	02/21/2020	180.00
77400	3625	KINGSBURG MEDIA FOUNDATION	02/21/2020	3,064.56
77401	3518	METRO UNIFORM	02/21/2020	3,770.84
77402	4204	METROPOLITAN TRANSPORTATION C	02/21/2020	1,500.00
77403	3300	MuniServices/Avenu	02/21/2020	450.00
77404	3315	P G & E	02/21/2020	18,363.97
77405	4201	DANIEL PERKINS	02/21/2020	61.77
77406	3333	PRICE, PAIGE & COMPANY	02/21/2020	2,485.00
77407	4205	PRO CLEAN UP, INC	02/21/2020	8.70
77408	3334	PROFESSIONAL PRINT & MAIL, INC	02/21/2020	2,888.97
77409	3335	PROFORCE LAW ENFORCEMENT	02/21/2020	10,017.59
77410	4202	DIEGO RODRIGUEZ	02/21/2020	16.27
77411	3363	SAVE MART SUPERMARKETS	02/21/2020	34.96

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77412	3369	SILVAS OIL COMPANY, INC.	02/21/2020	2,948.59
77413	3380	STATE OF CALIFORNIA-D O J	02/21/2020	367.00
77414	3397	THE GAS COMPANY	02/21/2020	1,974.43
77415	4016	ULINE Shipping Supplies Specialist	02/21/2020	446.58
77416	3413	UPS	02/21/2020	23.63
77417	4198	VAN BEURDEN INSURANCE	02/21/2020	300.00
77418	4102	VIVINT SOLAR DEV., LLC - ATT: AR D	02/21/2020	159.29
77419	4200	WIGH VAUGHAN PROPERTIES LLC	02/21/2020	13.00
Total for 2/21/2020:				110,472.38
ACH	3470	Internal Revenue Service - ACH	02/28/2020	576.46
ACH	3471	Employment Development Department - A	02/28/2020	49.96
ACH	3472	CalPERS - ACH	02/28/2020	350.29
ACH	3231	ICMA RETIREMENT CORPORATION - V	02/28/2020	661.63
ACH	3470	Internal Revenue Service - ACH	02/28/2020	46,702.81
ACH	3471	Employment Development Department - A	02/28/2020	7,912.70
ACH	3472	CalPERS - ACH	02/28/2020	32,572.73
ACH	3475	Empower	02/28/2020	2,915.00
ACH	3476	CHILD SUPPORT STATE DISBURSEME	02/28/2020	505.84
ACH	3526	Public Employees Retirement System 457 I	02/28/2020	20.00
77420	4149	US DEPARTMENT OF EDUCATION AW	02/28/2020	313.03
Total for 2/28/2020:				92,580.45
77421	4212	CHEREE ABSHIRE	03/06/2020	125.00
77422	3005	AFLAC	03/06/2020	863.54
77423	3006	AIRGAS NCN	03/06/2020	141.54
77424	3009	ALLIED ELECTRIC MOTOR SERVICE	03/06/2020	237.78
77425	4061	MARSHA ALVES	03/06/2020	38.00
77426	3020	ANGELICA TEXTILES SERVICES COR	03/06/2020	246.43
77427	3930	ARCHIVESOCIAL	03/06/2020	840.02
77428	3027	AT & T	03/06/2020	323.72
77429	3030	AT&T MOBILITY	03/06/2020	538.44
77430	4182	BEST AUTO GLASS & WINDOW TINT	03/06/2020	995.28
77431	3042	BEST UNIFORMS	03/06/2020	8.64
77432	4210	DANIEL BRIDGES	03/06/2020	18.70
77433	3054	BSK ASSOCIATES	03/06/2020	375.00
77434	3056	CAL STATE TERMITE AND PEST	03/06/2020	460.00
77435	4207	CALIFORNIA COMMERCIAL POOLS	03/06/2020	401,983.00
77436	3704	CANON FINANCIAL-EQUIPMENT SAL	03/06/2020	368.19
77437	3067	CARDMEMBER SERVICE	03/06/2020	10,298.82
77438	3079	CENTRAL VALLEY SWEEPING, INC.	03/06/2020	23,180.00
77439	4209	Mary Sponhaltz-Seminar Treasurer CLEAR	03/06/2020	400.00
77440	3190	ITSD-DATA PROC Svc's CO. OF FRESNC	03/06/2020	72.98
77441	3114	8155 50 019 0015979 COMCAST-F & A	03/06/2020	235.08
77442	4208	DESIGNLAB262	03/06/2020	3,270.00
77443	3853	ATTN: GEMT PROG STACY FOX DHCS	03/06/2020	41,268.01
77444	3160	ENS ELECTRIC	03/06/2020	4,810.93
77445	3164	FAB TECH OF THE CENTRAL VALLEY	03/06/2020	910.00
77446	3166	FALCON TIRE & TOWING	03/06/2020	366.00
77447	4018	FAMILY DOLLAR, INC	03/06/2020	162.24
77448	3199	FMAAA	03/06/2020	197.57
77449	3181	SILVIA FRANCO	03/06/2020	38.00
77450	3184	FRESNO CITY COLLEGE	03/06/2020	116.00
77451	3188	FRESNO COUNTY SHERIFF	03/06/2020	15,773.05
77452	3198	FRESNO TRUCK CENTER	03/06/2020	1,052.30

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77453	3640	RICHARD GORDON	03/06/2020	100.00
77454	4206	GOVERNMENTJOBS.COM, INC.	03/06/2020	550.00
77455	3216	HANFORD SENTINEL, INC.	03/06/2020	129.89
77456	3222	HENRY SCHEIN, INC.	03/06/2020	974.31
77457	4059	KRISTIN HERNANDEZ	03/06/2020	99.00
77458	3225	HOME DEPOT CREDIT SERVICES	03/06/2020	33.31
77459	3999	IRON MOUNTAIN	03/06/2020	72.80
77460	3249	KAISER FOUNDATION HEALTH PLAN	03/06/2020	2,803.99
77461	3253	KINGSBURG CHAMBER OF COMMER	03/06/2020	2,500.00
77462	3510	KINGSBURG TOWING	03/06/2020	181.00
77463	3267	KULOW BROS.	03/06/2020	624.60
77464	3269	LAW & ASSOCIATES	03/06/2020	1,100.00
77465	3275	LIEBERT, CASSIDY, WHITMORE	03/06/2020	643.00
77466	3277	LINCOLN AQUATICS	03/06/2020	779.88
77467	3278	LOGIC TREE IT SOLUTIONS	03/06/2020	1,359.00
77468	3282	MAACO COLLISION REPAIR	03/06/2020	2,568.60
77469	3518	METRO UNIFORM	03/06/2020	313.02
77470	3293	MID VALLEY DISPOSAL	03/06/2020	103,546.85
77471	4211	JUNE MUNSON	03/06/2020	28.32
77472	3307	NELSON'S ACE HARDWARE	03/06/2020	1,217.31
77473	4214	LOIS NOTTINGHAM	03/06/2020	60.00
77474	4213	RYAN OLFERT	03/06/2020	300.00
77475	3315	P G & E	03/06/2020	7,192.23
77476	3450	ABIGAIL PALSGAARD	03/06/2020	35.00
77477	3329	POLYACK MARKETING	03/06/2020	3,300.00
77478	3334	PROFESSIONAL PRINT & MAIL, INC	03/06/2020	168.82
77479	3337	PROVOST & PRITCHARD	03/06/2020	7,250.00
77480	3343	R & B COMPANY	03/06/2020	929.51
77481	3361	SAN JOAQUIN VALLEY AIR	03/06/2020	290.00
77482	3570	SEQUOIA COUNCIL	03/06/2020	240.00
77483	4093	SHEA, INC.	03/06/2020	6,997.00
77484	3368	SIGN RANCH BY ROD'S CUSTOM SIGN	03/06/2020	309.36
77485	3369	SILVAS OIL COMPANY, INC.	03/06/2020	8,899.00
77486	3378	STAPLES ADVANTAGE	03/06/2020	2,364.05
77487	3385	STRYKER SALES CORPORATION	03/06/2020	1,546.54
77489	3506	TOSHIBA FINANCIAL SERVICES	03/06/2020	691.99
77490	3752	TULARE COUNTY SHERIFF EXPLORE	03/06/2020	770.00
77491	3416	VERIZONWIRELESS	03/06/2020	1,082.04
77492	3419	VIKING CLEANING SERVICE	03/06/2020	3,076.02
77493	3493	VILLAGE TIRE SALES	03/06/2020	36.00
77494	3469	WECO SUPPLY CO., INC.	03/06/2020	30.45
77495	3428	WESTERN LIGHTSOURCE	03/06/2020	470.20
77496	3448	CHRISTINA WINDOVER	03/06/2020	35.00
77497	3430	WONG, ANDY & BETTY	03/06/2020	2,600.00
Total for 3/6/2020:				678,012.35
77498	3114	8155 50 019 0015979 COMCAST-F & A	03/09/2020	231.53
Total for 3/9/2020:				231.53
77499	4184	ADVANCED COMBAT EVOLUTIONS	03/10/2020	3,582.00
77500	3961	OoSoSHARP, LLC.	03/10/2020	2,207.22
Total for 3/10/2020:				5,789.22

Check No	Vendor No	Vendor Name	Check Date	Check Amount
77501	3994	GUARDIAN	03/11/2020	12,681.78
77502	4028	SUPERIOR POOL CARE	03/11/2020	5,678.61
Total for 3/11/2020:				18,360.39
Report Total (147 checks):				905,446.32



Meeting Date: 03/18/2020
Agenda Item: 4.3

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council
REPORT FROM: Abigail Palsgaard, City Clerk
AGENDA ITEM: Trolley Rental Application Update

REVIEWED BY: AH

ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

Our current Trolley Rental Application includes the requirement of a Private Party Applicant to provide a certificate of general liability insurance acceptable to the City and naming the City of Kingsburg and its officials, officers, employees, volunteers and agents as additional insurers in an amount not less than \$1,000,000 per occurrence and covering any and all activities, actions or omissions of the Applicant and/or any passenger while riding on the trolley or participating in the Event.

After having the trolley available to rent for private events for over 4 months and no one being able to attain this type of policy, staff has reached out to insurance professionals, the City of Clovis (who rents their trolley for private events) and our legal counsel.

The City of Clovis does not require a certificate of general liability insurance for private rentals of their trolley. Representatives from Kingsburg Insurance Agency stated that the type of policy we are requiring doesn't exist for a moving vehicle. The RMA notified staff that the attached revised rental application and policy would sufficiently cover the City's liability.

RECOMMENDED ACTION BY CITY COUNCIL

- 1. *Staff is recommending council adopt the revised rental policy.*

POLICY ALTERNATIVE(S)

- 1. Council could choose to amend the policy.

STRATEGIC GOAL(S) MET:

- 1. Provide recreation opportunities for all ages.

FINANCIAL INFORMATION

FISCAL IMPACT:

1. Is There A Fiscal Impact?	<u>No</u>
2. Is it Currently Budgeted?	<u>N/A</u>
3. If Budgeted, Which Line?	<u>N/A</u>

ATTACHED INFORMATION

- 1. Proposed revised Trolley Rental Application



TROLLEY RESERVATION AGREEMENT

City of Kingsburg
1401 Draper Street., Kingsburg, CA 93631
Telephone: (559) 897-5821

Applicant Information

First Name: _____ Last Name: _____

Address: _____

City: _____ State: _____ ZIP _____

Home Phone: _____ Work #: _____ Cell #: _____

Driver's License #: _____ Email Address: _____

*Contact Person: _____ Cell #: _____

*If you are not the contact person for the day of the event, please list someone the driver can reach (particularly important if this is for your wedding).

* If Applicant is an organization or entity, the person ("Responsible Person") assuming responsibility for the performance of Applicant's obligations and responsibilities under this Agreement is as follows:

Name: _____ Address: _____

Cell #: _____

Event Information

Requested Date: _____

Type of Event: _____

Trip Starting Address: _____ City: _____

Trip Ending Address: _____ City: _____

Pick Up Time: _____ Ending Time: _____

Number of Passengers: _____

(Maximum Passengers: 26 Seated, 1 Wheelchair; 24 Seated, 2 Wheelchairs)

(Note: Charged start time for trips begin when the trolley leaves the corporation yard. (1200 Kern, Kingsburg, CA 93631). If you need the trolley for the beginning of your event – please indicate the start time of the event so we can ensure the trolley is there on-time.

Other Information: _____

RULES AND REGULATIONS FOR USE OF THE KINGSBURG TROLLEY

1401 Draper Street, Kingsburg, CA 93631
Phone: (559) 897-5821

1. All trips must remain within 50 miles of the Kingsburg Corporation Yard located at 1200 Kern, Kingsburg, CA 93631.
2. Private Party Rental fees are as follows:
 - Regular hourly fee is \$125.00 per hour. Minimum rental is 2 hours.
 - Rentals on City Holidays are \$140.00 per hour.
 - After the initial four hours at full-price, the rental rate is \$75.00 per hour. is in effect.
 - All rentals include a provided licensed driver.
 - Security Deposit is \$250.00 (“security deposit”)
3. Non-Profit Rental fees are as follows:
 - Regular rate will be \$60.00 per hour for rentals.
 - All rentals include a provided licensed driver.
 - Security deposit is \$250.00.
4. All rentals are a minimum of two hours. A deposit (“deposit”) of two hours rental fee plus the security deposit of \$250.00 is due at time of booking the reservation. No dates are guaranteed without the deposit. The deposit and the security deposit are fully refundable up to 30- days prior to the event. Thereafter, the entire deposit is forfeited. Any portion of the security deposit not used by the City as provided in this Agreement will be refunded to the Applicant within thirty (30) days after date of use of the Trolley by the Applicant.
5. The balance of the rental fee (any additional hours beyond the two-hour minimum) is due 30 days prior to the event. Additional hours cannot be added on the day of the event. For rentals requested less than 30 days from the event, all fees are due at the time of booking the reservations.

6. Refunds are not given for unused time. Therefore, carefully consider the time you'll need for your event.
7. Food and beverages are allowed in the trolley. Any ice-chests must be secured to the interior of the vehicle with bungee cords. All trash must be removed from the trolley at the end of the rental and any spills wiped up immediately. The trolley must be left in the same condition as it was when the trip started. Applicant agrees the City may deduct from the security deposit any costs and expenses incurred by the City to clean and repair the Trolley after use by the Applicant.
8. Applicant agrees the City may deduct from the security deposit any costs and expenses incurred by the City for bio-hazard cleaning in the event of a bodily fluid spill (urine, vomit, blood, etc.)
9. Decorating the interior of the trolley may be done upon request with advance scheduling and the City's approval of the interior decorations. No exterior decorations are allowed.
10. In the event of a trolley breakdown, during the Trip period, which breakdown is not the result of any act or omission to act of Applicant or any passenger, a refund for the lost Trip time will be issued.
11. Passengers must comply with all safety instructions and regulations issued by the City and the trolley driver. All passengers must remain seated while the trolley is in motion.
12. City Holidays are:

New Year's Day	January 1st
Martin Luther King Jr. Birthday	3 rd Monday in January
Good Friday	1/2 day before Easter
Memorial Day	Last Monday in May
Independence Day	July 4 th
Labor Day	1 st Monday in September
Veterans' Day	November 11 th
Thanksgiving Day	4 th Friday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24 th
Christmas Day	December 25 th
New Year's Eve	December 31 st
13. If Applicant is hosting minor children, (under 18 years of age) Applicant must have an adequate number of adult chaperones and supervision. Adequate chaperones and supervision is considered to be not less than one adult per ten (10) minor children. Children must be under the supervision of a parent, guardian or chaperone at all times while on the trolley.
14. Applicant/Responsible Person agrees the City may deduct from the security deposit any costs and expenses incurred by the City as a result of any violation of any rule or regulation identified in this Agreement. Within thirty (30) days after the date of invoice, the Applicant/Responsible Person agrees to reimburse the City for any costs or expenses, in excess of the security deposit, incurred by the City as a result of any violation of any rule or regulation identified in this Agreement.

15. Narcotics, tobacco products, vaping, and marijuana are not permitted on the trolley. No profane language, arguing, fighting or unruly behavior is permitted on the trolley.

16. Violation of any rule or regulation by Applicant/Responsible Party or any person or any passenger on the trolley or other person or entity in any way associated with or participating in the Event, as determined in the discretion of the trolley driver, shall be sufficient cause for immediate termination of the use of the trolley. If such violation shall occur, the trolley will be immediately returned to the City Corporation Yard. No refund for lost time will be provided.

17. The person signing this Agreement, represents and warrants that if the Applicant is an organization, group or entity, the person (“Responsible Person”) signing this Agreement on behalf of the organization, group or entity has been given the power and authority to sign this Agreement on behalf of the organization, group or entity and to bind the organization, group or entity to the terms and conditions of this Agreement. The Responsible Person signing this Agreement on behalf of the organization, group or entity is jointly and severally responsible and liable for the performance of all of the provisions of this Agreement and all the rules and regulations set forth in this Agreement.

18. The Applicant and if the Applicant is an organization, group or entity, the Responsible person signing this Agreement on behalf of the organization, group or entity shall indemnify, defend (with legal counsel acceptable to the City of Kingsburg) and hold harmless the City of Kingsburg and its officials, agents, employees and officers against any and all liability, losses, claims, damages, attorney fees, and other expenses, including, without limitation, sums paid or incurred in attempting to procure release from liability, which the City or its officials, agents, employees or officers may sustain or incur as a consequence of or in any way related to the use of the trolley by the Applicant and any passengers and all participants of the Event or arising out of any act or activity of the Applicant or any passenger or arising from the Event and/or the acts or omissions of any person or entity riding the trolley or participating in the Event.

19. This Agreement supersedes any and all other agreements, either oral or in writing, between the parties hereto with respect to the matters set forth herein and contains all of the covenants and agreements between the parties regarding such matter.

20. If an action at law or in equity is necessary to enforce or interpret the terms of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other reasonable relief to which he may be entitled. With respect to any suit, action or proceeding arising out of or related to this Agreement, the parties hereby submit to the jurisdiction and venue of the Superior in the County of Fresno, State of California for any proceeding arising hereunder.

21. No change, amendment or modification of this Agreement shall be valid unless the same be in writing and signed by the parties hereto.

22. This Agreement shall be construed and governed pursuant to the laws of the State of California.

23. If required by the City, the Applicant of the Event will sign the City’s Trolley Release and Hold Harmless Agreement (“Release Agreement”).

The undersigned certifies that all the information provided by the Applicant or Responsible Person and identified in this Agreement is true and correct.

Important – Road Conditions

The Kingsburg trolley is the size of the public transit bus. Certain road conditions can affect the safety and navigability of the trolley and may render the trolley unusable for your event. If you have concerns about the road(s) and/or location of your event, please consult with us before you book your reservation and pay your deposit. We can evaluate the roads and location to assess any hazards, thereby giving you time to find an alternative if we cannot book your trip.

Situations which may render roads impassable may include (but are not limited to):

- Low-hanging tree branches and closely set trees.
- Uneven ground, unpaved roads (dirt, gravel, etc.), steep inclines/declines, and narrow roads.
- Shortened turning radius (the drivers are not allowed to travel in reverse for safety reasons).

By checking this box, you agree to the following:

- The roads are public property and to your knowledge, passable by most vehicles. or
- The Applicant requests The City of Kingsburg evaluate the road(s) and location to assess any hazards.

Please read and sign:

The undersigned, Applicant and the Responsible Person duly authorized to execute this Agreement on behalf of the Applicant (if an organization, group or entity) agrees to comply with all rules, regulations and policies of the City of Kingsburg, governing the use of the trolley. It is understood that failure to comply with all rules and regulations will result in obligations to the Applicant and Responsible Party, including, without limitation: (i) repair costs for damages to the trolley, its contents and/or surrounding areas; (ii) forfeiture of deposit; (iii) additional charges for cleaning; and (iv) denial of future use of the City of Kingsburg Trolley.

The undersigned has read understands and agrees that the Applicant and the Responsible Person and all passengers of the trolley will fully comply with all rules and regulations and policies of the City of Kingsburg regarding the rental and use of the Kingsburg Trolley.

Name of Individual or Organization and Responsible Person

Authorized Signature

Date: _____

For Official Use Only:

Approved _____ **Denied** _____ **Date:** _____

Deposit Paid: \$250 **Date:** _____ **Payment Type:** _____

Rental Fee Paid: \$ _____ **Date:** _____ **Payment Type:** _____

Driver Secured: _____ **Insurance Certificate Received:** _____

Notes: _____

Deposit Returned Date: _____

ORDINANCE NO. 2020-002

**AN ORDINANCE OF THE CITY OF KINGSBURG
AMENDING SECTION 15.40.010 OF CHAPTER 15.40 OF
TITLE 15 OF THE KINGSBURG MUNICIPAL CODE**

The City Council of the City of Kingsburg does hereby ordain as follows:

Section 1. Section 15.40.010 of Chapter 15.04 of Title 15 of the Kingsburg Municipal Code is amended in its entirety as follows:

15.40.010 International Fire Code and California Fire Code adopted.

“The International Fire Code and Standards, 2018 Edition, and the California Fire Code with appendices, 2019 Edition, are hereby adopted by reference as if set forth in full in this Section 15.40.010. Copies of the International Fire Code, with Standards, 2018 Edition, and the California Fire Code with appendices, 2019 Edition are on file with the City.”

Section 2. This ordinance shall take effect thirty (30) days after its passage and shall be published in the Kingsburg Recorder within fifteen (15) days after its passage.

PASSED AND ADOPTED at a regular meeting of the City Council of the City of Kingsburg duly called and held on the 18th day of March, 2020, by the following vote:

AYES:	Council Member	_____

NOES: Council Member _____

ABSTAIN: Council Member _____

ABSENT: Council Member _____

APPROVED _____
Mayor

ATTEST: _____
City Clerk

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STATE OF CALIFORNIA)
COUNTY OF FRESNO)ss
CITY OF KINGSBURG)

I, **ABIGAIL PALSGAARD**, City Clerk of the City of Kingsburg, do hereby certify the foregoing ordinance was duly introduced at a regular meeting of the City Council of the City of Kingsburg on the 4th day of March, 2020, and it was duly passed and adopted at a regular meeting of said City Council of the City of Kingsburg on the 18th day of March, 2020.

Dated: March ____, 2020

Abigail Palsgaard, City Clerk

F:\WORD\11\1140.00\Ordinances\Ordinance Amending Section 15.40.010--Fire Codes 2020-02-27.doc

RESOLUTION NO. 2020-020

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF KINGSBURG
PROHIBITING ANIMALS AT ALL
PUBLIC EVENTS AS DEFINED BY THE
KINGSBURG MUNICIPAL CODE**

WHEREAS, the Kingsburg City Council did, by adoption of Ordinance No. 2016-004, amend section 6.04.124 of Chapter 6.04 of Title 6 of the Kingsburg Municipal Code defining “Public Event”, and

WHEREAS, said ordinance provides for the prohibiting of dogs at public events by motion of the City Council.

NOW, THEREFORE, pursuant to the authority granted by Ordinance No. 2016-004, the City Council of the City of Kingsburg does hereby prohibit dogs, whether or not confined by leash, from attendance at The Kingsburg Chamber of Commerce sponsored Car Show in 2020, as that term is defined in Section 6.04.124 and any assembly, as that term is defined in Section 12.16.010 of the Kingsburg Municipal Code. The prohibition of dogs shall not apply to guide dogs and other service dogs to assist disabled persons attending the public event or assembly.

I, Abigail Palsgaard, City Clerk of the City of Kingsburg, do hereby certify that the foregoing Resolution was duly passed and adopted at a regular meeting of the Kingsburg City Council held on the 18th day of March, 2020, by the following vote:

Ayes: Councilmember(s):
Noes: Councilmember(s):
Absent: Councilmember(s):
Abstain: Councilmember(s):

Abigail Palsgaard, City Clerk
City of Kingsburg

RESOLUTION NO. 2020-021

**A RESOLUTION OF THE CITY COUNCIL
OF THE CITY OF KINGSBURG AUTHORIZING
DESTRUCTION OF SPECIFIED RECORDS OF THE CITY**

WHEREAS, the records (collectively “**Records**”) of the City of Kingsburg described in Exhibit “A” which is attached to this Resolution and made a part hereof are now obsolete, no longer required by the City of Kingsburg and should be destroyed without retaining copies of the Records.

WHEREAS, Section 2.36.010 of Chapter 2.36 of Title 2 of the Kingsburg Municipal Code authorizes the destruction of obsolete records no longer required by the City of Kingsburg without retaining copies of such records so long as such destruction is performed in accordance with the applicable provisions of the California Government Code and other applicable laws and regulations, approved in writing by the City Attorney and approved by resolution of the City Council.

WHEREAS, the City Attorney has provided the City of Kingsburg with its written approval for the destruction of the Records.

NOW THEREFORE, BE IT RESOLVED that the Kingburg City Council hereby approves the destruction of the records identified in Exhibit “A” to this Resolution without retaining copies of the records.

I, Abigail Palsgaard, City Clerk, City of Kingsburg, hereby certify that the foregoing Resolution was passed and adopted by the City Council of the City of Kingsburg at a regular meeting thereof held on the 18th day of March 2020, by the following vote:

Ayes: Councilmember(s):

Noes: Councilmember(s):

Absent: Councilmember(s):

Abstain: Councilmember(s):

Abigail Palsgaard, City Clerk CMC
City of Kingsburg

Exhibit A

Records Destruction Inventory

Department: City Clerk

City Attorney:

	Record Name:	Description:	Date it May Be Destroyed	Comments:
1	RFPs For Green Waste,			Larry R. Johnson Co.;BFI Waste
2	Refuse and Recycling	Non-Awarded	2004	Kingsburg Disposal Service;
3	Agreement with Security Transport 1982		2015	Prisoner Holding
4	Alcohol Beverage Licenses	1981-1991	1986-1997	
5	Allan Fahri Agreement	1992	2015	Consultant Engineers
6	Audit Contract- Jolley	1995-1997	2003	
7	Copy of Requests for Local	1981-1997	1987-2003	
8	Transportation Funds			
9	Bids for Fire Station 1 Roof	1981	2015	
10	Building Inspector Agreement 1984	Ended 1985	1991	With the County of Fresno
11	Business License Applications	2013	2017	
12	Business License Applications	2016	2020	
13	Business License Summary	2014	2018	
14	Census Guide 1990		1993	
15	City Administrator Agreement 1989	1993	1999	Robert Kelley
16	City Manager Agreement 1993	Retired 1998	2004	Barbara Carpenter
17	City Manager Agreement 1998		2015	Berton Wills
18	Claims Rejected/Settled	1981-1988	1995	Mics.
19	Claims Rejected/Settled	2010-2013	2019	
20	Claims for Evidence	2012	2018	
21	Claims Rejected/Settled	2010	2016	
22	Community Development Block Grant	1982-85; 1987-88	1994	Applications
23	Consultant Agreement- Richard Brown	1986	1993	
24	Correspondence	2016-2017	2020	
25	Correspondences	1986 Sewer Line Issue	1989	
26	Correspondences	1996	1999	
27	Cotton Seed Oil Lease	1980-1990	2001	
28	Covenant Church Lease- Parking	1959-1969	1975	
29	Demolition Funding Agreement 1986	Ended 1987	1993	With the County of Fresno
30	Economic Development Corporation	1989	2015	

31	Emergency Communications Vehicle	1990	1996	Lease Agreement
32	Employee Bonds	1978-1989	1981-1992	
33	Employee Discharge	1993-1994	2001	
34	Employee Discharge	2008	2015	
35	Gray Lift Service Agreement	1990	1995	
36	Hayhurst & Associates Contract	1998	2004	Assisting with City Manager Recruitment
37	High School Parking Issue	1991	2002	
38	IBM Hardware & MUNIS Agreement	1989	2015	Lease Agreement
39	Incident Reports	2009-2016	2019	
40	Interim City Manager	1998	2004	Barbara Carpenter
41	Interim Police Chief Agreement 1982	Ended 1983	1988	With the City of Visalia
42	John Hardin Agreement	1990	2015	Consultant Engineers
43	Kingsburg Disposal Services Agremt.	1993	2009	
44	Kingsburg Factory Stores	1993/94	2000	Correspondences
45	Lawn Mower Lease TFC 1988	1988-1991	1997	
46	Lease Agreement (Simpson Street) Olson	1984	1990	
47	Lease Cancelation (Simpson Street) Olson	1987	1993	
48	Letter of Engagement Robert Coop	1986	1993	Assisting with City Manager Recruitment
49	LexisNexis Ordinance Analysis	2002	2005	Report through Ordinance 2001-05
50	McGlasson & Associates Agreement	1981	2015	Consultant Engineers
51	Measure C Claim	1998/99	2005	
52	Mosquito Abatement Lease	1948-1953	1959	
53	Notices of Insufficiency	2009-2010	2013	
54	Paramedic Agreement 1989	1989	1997	
55	Parking Study 1986	Downtown	1997	
56	Pool Accident Incident Report	2010-2013	2019	
57	Preschool Contracts 1971-1993	1993	1995	City discontinued sponsorship 1993
58	Professional Services Frank Daniele	1995	2015	City Engineer/Public Works Director
59	Property Damage Claims	Settled 2007-2008	2014	
60	Provost & Pritchard	1995	2001	Consultant Engineers
61	Public Records Requests	2010-2013	2016	
62	QUAD Engineering	1992	2015	Consultant Engineers
63	R. R. Campagna Agreement	1983	2015	City Attorney
64	Reimbursement Claim for 911 Equip.	1985; 1986 & 1987	1993	

65	Removal of Pressure Vessel Agt.	1994	2000	
66	Risk Management Ass'mt Report	2008	2011	
67	Special Counsel Agreement	1987	2015	
68	Stanley Barros Collector Contract	1975	1998	
69	Stanley Barros Collector Contract	1977	1998	
70	Stanley Barros Collector Contract	1987	1998	
71	Street Sweeping Proposal	2000	2010	2003
72	Unsecured Promissory Note	2007	2013	
73	Verified Joinder of Parties	2010	2016	
74	Waste Management RFP	Awarded	2019	
75	Water Tower Paint Proposal	1992	1998	
76	Waterline Reimbursement Dispute	2009-2013	2019	



CITY OF KINGSBURG

POLICE DEPARTMENT

1300 California Street, Kingsburg, CA 93631 (559) 897-4418

Neil Dadian
Chief of Police

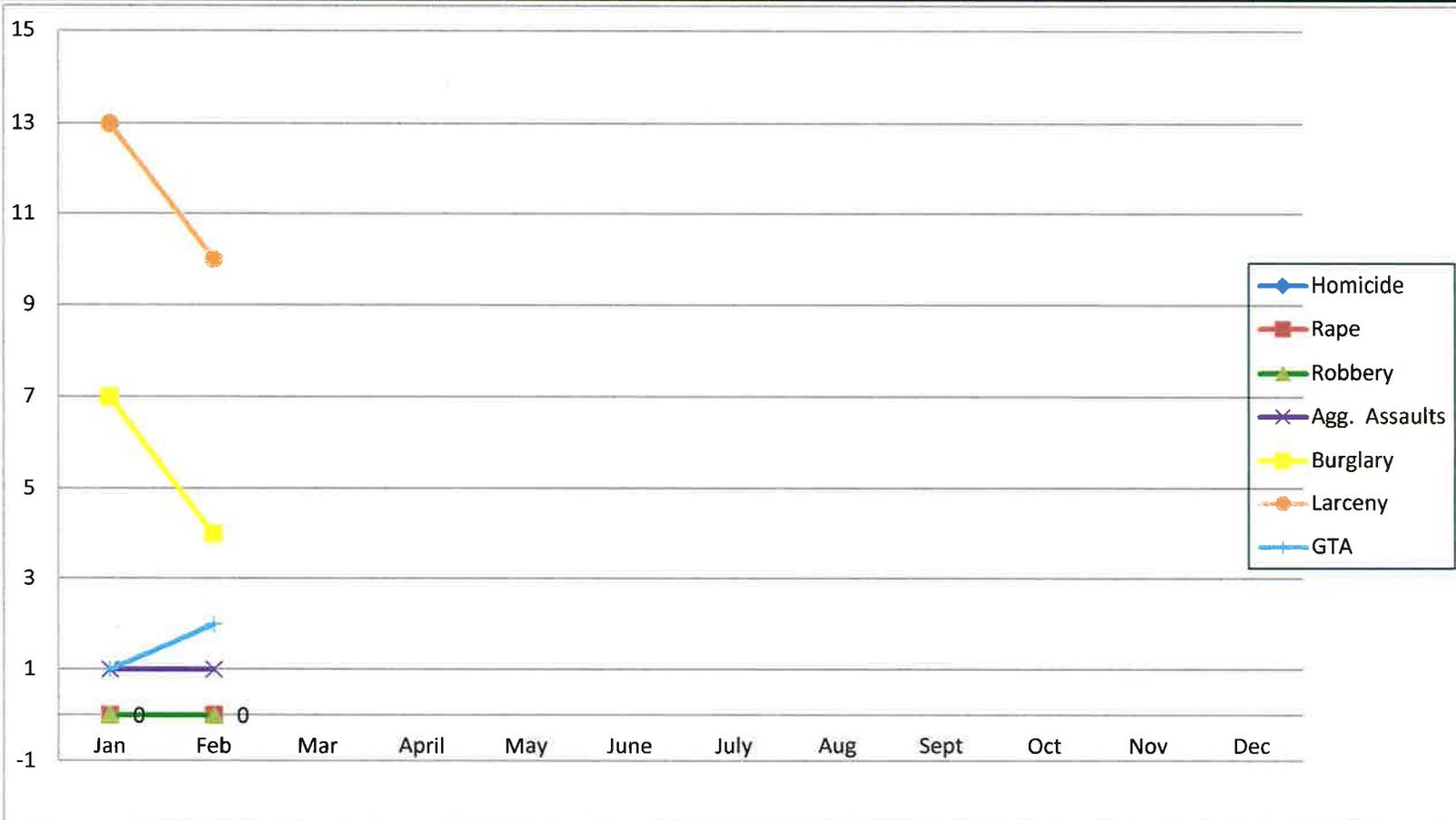
To: Mayor & City Council
From: Corina Padilla
Date: March 12, 2020
Subject: February Crime Statistics & Prevention Update

- Part I Crimes decreased by five.
- Other Offenses decreased by two.
- Traffic collisions decreased by one.
- The number of arrests decreased by seven.
- Traffic citations increased by 11.

We continue to use Facebook, Kingsburg PD mobile application, Twitter, and NIXLE as situations warrant in order to keep our citizens informed.

**Kingsburg Police Department
2020 Part I Crimes**

Part I Crimes	Jan	Feb	Mar	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	Monthly % Change
Homicide	0	0											0	0%
Rape	0	0											0	0%
Robbery	0	0											0	0%
Agg. Assaults	1	1											2	0%
Burglary	7	4											11	-43%
Larceny	13	10											23	-23%
GTA	1	2											3	100%
2020 Total	22	17	0	39	-23%									

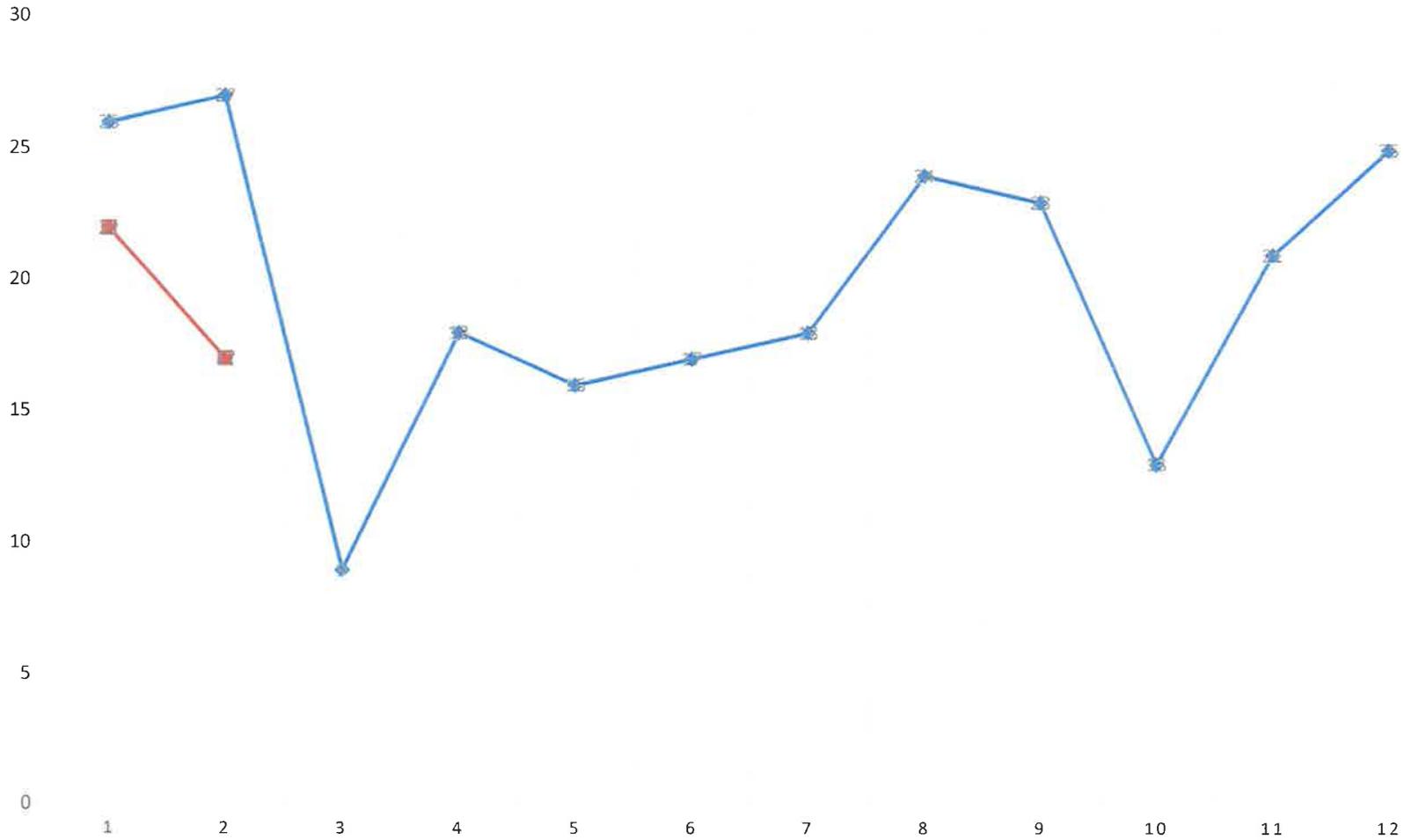


**Kingsburg Police Department
2020 Part I Crimes**

Year	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Total	2019-2020
2019 Total	26	27	9	18	16	17	18	24	23	13	21	25	26	%Change
2020 Total	22	17											39	50.00%

2019/2020 PART I COMPARISON

—◆— 2019 Total —■— 2020 Total





Meeting Date: 03/18/2020
Agenda Item: 5.1

CITY COUNCIL MEETING STAFF REPORT

REPORT TO: Mayor Roman & City Council

REPORT FROM: Alexander J. Henderson, ICMA-CM

REVIEWED BY: MN

AGENDA ITEM: COVID-19 Update

ACTION REQUESTED: Ordinance Resolution Motion Receive/File

EXECUTIVE SUMMARY

NOTE: This information is the best available as of posting on Friday, March 13. The rapidly changing nature of this pandemic means information may not be accurate with current events.

The topic on everyone's mind is the rapidly changing pace of details related to COVID-19 (coronavirus) on a local, state and global level. City staff have been engaged in continual conversations regarding both employee and resident-level response as the situation changes.

Because of the unprecedented actions being taken to reduce the spread of the virus, City staff has prepared a preliminary emergency policy that would authorize staff to take action in the instance of a declared emergency, school closures or other employee-impacts due to COVID-19. Highlights of the policy include:

1. Flexibility to allow the City Manager and Department Heads the ability to make the best decision for the community and employee on a case-by-case basis;
2. For eligible positions, the ability to either work from home or maintain a flexible schedule;
3. The use of any type of accrued leave for work absences related to COVID-19;
4. The ability for employees with limited accrued leave to compile a negative leave bank, to be restored through future accruals;
5. Cancellation of any non-mandated training or travel as determined by the Dept. Head.

Staff has researched other jurisdictions and notes that some locations are offering additional leave time over and above what employees already have accrued. Council could consider authorizing a certain number of sick leave days for employee absence related to COVID-19.

It should be noted that regardless of council direction, we will be required to offer to meet and confer.

In addition, staff wishes to discuss the process for handling the potential closures of city facilities. The city's municipal code designates the Mayor to act as head of government in civil emergencies as declared by the Governor. *Staff would recommend that any voluntary facility closures, unless mandated, be made via recommendation of the City Manager and respective department staff with the concurrence of the Mayor.*

Finally, the Governor's March 12 executive order granted the ability for local legislative bodies to hold meetings via teleconference. *Staff is recommending that the City Council and all Commissions/Committees meet only via teleconference, and only if the business to be discussed is time sensitive.* The EO requires that we provide a place for the public to provide public comment. We will continue to utilize the City's Council Chamber as the designated

location and provide a free conference call-in number for those wishing to participate via teleconference.

Community Preparedness

- Our facilities are equipped with the necessary sanitizing supplies and we have been regularly cleaning public counters, as we always do. All of our public counters have CDC fact sheets providing educational information about the virus as well as information regarding proper prevention techniques.
- We have been in regular contact with local school administrators as well as Fresno County Public Health officials to coordinate any local notifications and to monitor the changing landscape. Current guidelines continue to offer recommendations related to practicing safe hygiene as well as guidance should the County move to a community-transmitted scenario.
- We're also working closely with the Fresno-Madera Agency on Aging. As of Friday, March 13 they have suspended all congregate meal services and are planning to do home deliveries (no brown bag lunches for pickup).
- As we're about to enter our season of festivals, the City and Chamber of Commerce are working on contingency plans that may impact the annual Car Show, Swedish festival, etc. California has banned mass gatherings through the end of March.
- Staff is recommending that council suspend shut-offs for water service until further notice.

Organizational Preparedness

- Taking care of employees is a vital concern. All our departments and employee areas have CDC fact sheets providing educational information about the virus as well as information regarding proper prevention techniques.
- Employees that interact with the public have been instructed to wear gloves. We are also examining reducing any payment methods to check or credit/debit. Staff estimates that roughly 25% of in-person payments are currently made via cash.
- The City's employee newsletter was sent on March 12 and contains the most updated information related to the virus and actions being taken to protect employees.
- First responders and their safety remain a big focal point, and we are utilizing expert fact sheets that provide guidance for EMS and Law enforcement providers as well.
- On March 11, the Kingsburg Tri-County Health Care District authorized up to \$75,000 in funding to help with the sanitizing of first responder vehicles and equipment, as well as emergency funding for a potential declared emergency that could impact the community. We have purchased four (4) commercial fogging/decontamination machines capable of large-scale dissemination of a viricidal agent.

State Action

Governor Newsom and state public health officials announced that gatherings should be postponed or canceled across the state until at least the end of March. Non-essential gatherings must be limited to no more than 250 people, while smaller events can proceed only if the organizers can implement social distancing of 6 feet per person. Gatherings of individuals who are at higher risk for severe illness from COVID-19 should be limited to no more than 10 people, while also following social distancing guidelines.

Governor Newsom issued a new executive order on March 12 further enhancing California's ability to respond to the COVID-19 pandemic.

The Governor's order:

- Waives the one-week waiting period for people who are unemployed and/or disabled as a result of COVID-19;
- Delays the deadline for state tax filing by 60 days for individuals and businesses unable to file on time based on compliance with public health requirements related to COVID-19 filings;
- Directs residents to follow public health directives and guidance, including to cancel large non-essential gatherings that do not meet state criteria;
- Readies the state to commandeer property for temporary residences and medical facilities for quarantining, isolating or treating individuals;
- Allows local or state legislative bodies to hold meetings via teleconference and to make meetings accessible electronically; and
- Allows local and state emergency administrators to act quickly to protect public health

RECOMMENDED ACTION BY CITY COUNCIL

1. *Staff is recommending council adopt the emergency personnel policy as presented.*
2. *Staff is recommending that any emergency city facility closures occur with the recommendation of the City Manager and the concurrence of the Mayor.*
3. *Staff is recommending that all public city meetings be held via teleconference until such a time that the Governor lifts Executive Order N-25-20.*
4. *Staff recommends the suspension of water shut offs until further notice.*

POLICY ALTERNATIVE(S)

1. Council could choose to amend the policy.

STRATEGIC GOAL(S) MET:

1. Improve Community Communication

FINANCIAL INFORMATION

FISCAL IMPACT:

- | | |
|------------------------------|--------------------|
| 1. Is There A Fiscal Impact? | <u>Potentially</u> |
| 2. Is it Currently Budgeted? | <u>N/A</u> |
| 3. If Budgeted, Which Line? | <u>N/A</u> |

ATTACHED INFORMATION

1. Proposed Emergency Personnel Policy
2. Executive Order N-25-20

City of Kingsburg Coronavirus and Employee Relations Policy

The purpose of this policy is to outline the City's response to employees who have been exposed to COVID-19, including employees, who for example, exhibit symptoms of the virus, have travelled internationally or report having been in close contact with individuals who are infected or have traveled to areas where the virus is widespread and community transmission is sustained. This policy also addresses circumstances where employees may request to use leave time or request an accommodation for themselves or a family member care or supervision.

California Paid Sick Leave due to COVID-19 illness.

If the employee has paid sick leave available, they can use the full balance of their sick leave.

Paid sick leave can be used for absences due to illness, the diagnosis, care or treatment of an existing health condition or preventative care for the employee or the employee's family member.

Preventative care may include self-quarantine as a result of potential exposure to COVID-19 if quarantine is recommended by civil authorities. In addition, there may be other situations where an employee may exercise their right to take paid sick leave, or an employer may allow paid sick leave for preventative care. For example, where there has been exposure to COVID-19 or where the worker has traveled to a high-risk area.

If an employee exhausts sick leave, other paid leave may be used.

If an employee does not qualify to use paid sick leave, or has exhausted sick leave, other paid leave may be available. If there is vacation or comp time accrued, an employee may choose to take such leave and be compensated.

Options available if an employees' child's school or day care closes for reasons related to COVID-19?

Employees should discuss their options with City management. They may utilize paid sick leave, vacation leave or use comp time if applicable to the employee. The City may require employees use their vacation or paid time off benefits before they are allowed to take unpaid leave but cannot mandate that employees use paid sick leave. However, a parent may choose to use any available paid sick leave to be with their child as preventative care.

Alternative options to paid and unpaid leave include:

- Flexible work schedules
- Telecommuting
- Accrual advancement
- Employee donations of accruals

Part-time employees may utilize all of their accrued sick leave up to 48 hours under the same circumstances outlined for full-time employees.

Providing information about recent travel to countries considered to be high-risk for exposure to the coronavirus?

The City can request that employees inform the City if they are planning or have traveled to [countries considered by the Centers for Disease Control and Prevention to be high-risk areas for exposure to the coronavirus](#). However, employees have a right to medical privacy, so the City cannot inquire into areas of medical privacy.

The City's Duty to maintain safe and healthy working conditions for employees under the California Occupational Safety and Health Act ("Cal-OSHA"):

Employees exhibiting symptoms common not only to COVID-19, but also the common cold and/or influenza will be asked to leave work.

Such symptoms of a communicable illness include fever, coughing and/or shortness of breath.

The City will consider the following criteria in order to determine whether to send an employee home:

- (1) Exhibition of symptoms associated with COVID-19;
- (2) Severity of such symptoms;
- (3) Travel to or through areas with known community transmission; and
- (4) Known or suspected contact with affected individuals. The City may develop other criteria; however, such criteria should be directly related to the risk of transmission.

Where there is a medical diagnosis of COVID-19

The City will immediately send the employee home because COVID-19 constitutes a "serious health condition" and a risk to other employees.

The City will be unable to distinguish symptoms associated with allergic reactions from those associated with communicable conditions, such as cold, influenza, or COVID-19. Therefore, in order to ensure safe and healthy working conditions for all employees, the City should act in a consistent manner and apply the same standard to all employees who are symptomatic.

If an employee provides a certification from their treating physician that the symptoms are non-communicable, the City may reasonably rely on such assurances and allow the employee to return to work. However, without such certification, the employee will be required to remain at home until they are asymptomatic (i.e., showing no signs of fever, coughing or shortness of breath). The City reserves the right to send an employee for a fitness for duty medical examination prior to the employees' return to work (if the employee is diagnosed with COVID-19, and the City designates the leave as FMLA/CFRA leave, the City must accept the employee's physician's certification that the employee can return to work).

Closure of City Facilities

If City facilities are closed due to the declaration of a civil emergency, all non-essential employees will have alternative options to paid and unpaid leave include:

- Flexible work schedules
- Telecommuting
- Accrual advancement/Negative balances (for those who exhaust accrued leave)
- Employee donations of accruals

Part-time employees may utilize all their accrued sick leave up to 48 hours under the same circumstances outlined for full-time employees.

Family Medical Leave Act (FMLA), Americans with Disabilities Act (ADA), Workers Compensation and other applicable laws and regulations remain in effect and continue to be enforceable including anti-discrimination laws, anti-retaliation laws, and the City of Kingsburg Personnel Manual policies.

EXECUTIVE DEPARTMENT
STATE OF CALIFORNIA

EXECUTIVE ORDER N-25-20

WHEREAS on March 4, 2020, I proclaimed a State of Emergency to exist in California as a result of the threat of COVID-19; and

WHEREAS despite sustained efforts, the virus remains a threat, and further efforts to control the spread of the virus to reduce and minimize the risk of infection are needed; and

WHEREAS state and local public health officials may, as they deem necessary in the interest of public health, issue guidance limiting or recommending limitations upon attendance at public assemblies, conferences, or other mass events, which could cause the cancellation of such gatherings through no fault or responsibility of the parties involved, thereby constituting a force majeure; and

WHEREAS the Department of Public Health is maintaining up-to-date guidance relating to COVID-19, available to the public at <http://cdph.ca.gov/covid19>; and

WHEREAS the State of California and local governments, in collaboration with the Federal government, continue sustained efforts to minimize the spread and mitigate the effects of COVID-19; and

WHEREAS there is a need to secure numerous facilities to accommodate quarantine, isolation, or medical treatment of individuals testing positive for or exposed to COVID-19; and

WHEREAS, many individuals who have developmental disabilities and receive services through regional centers funded by the Department of Developmental Services also have chronic medical conditions that make them more susceptible to serious symptoms of COVID-19, and it is critical that they continue to receive their services while also protecting their own health and the general public health; and

WHEREAS individuals exposed to COVID-19 may be temporarily unable to report to work due to illness caused by COVID-19 or quarantines related to COVID-19 and individuals directly affected by COVID-19 may experience potential loss of income, health care and medical coverage, and ability to pay for housing and basic needs, thereby placing increased demands on already strained regional and local health and safety resources such as shelters and food banks; and

WHEREAS in the interest of public health and safety, it is necessary to exercise my authority under the Emergency Services Act, specifically Government Code section 8572, to ensure adequate facilities exist to address the impacts of COVID-19; and

WHEREAS under the provisions of Government Code section 8571, I find that strict compliance with various statutes and regulations specified in this order would prevent, hinder, or delay appropriate actions to prevent and mitigate the effects of the COVID-19 pandemic.

NOW, THEREFORE, I, GAVIN NEWSOM, Governor of the State of California, in accordance with the authority vested in me by the State Constitution and statutes of the State of California, and in particular, Government Code sections 8567, 8571 and 8572, do hereby issue the following order to become effective immediately:

IT IS HEREBY ORDERED THAT:

1. All residents are to heed any orders and guidance of state and local public health officials, including but not limited to the imposition of social distancing measures, to control the spread of COVID-19.
2. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 2627(b)(1) for disability insurance applicants who are unemployed and disabled as a result of the COVID-19, and who are otherwise eligible for disability insurance benefits.
3. For the period that began January 24, 2020 through the duration of this emergency, the Employment Development Department shall have the discretion to waive the one-week waiting period in Unemployment Insurance Code section 1253(d) for unemployment insurance applicants who are unemployed as a result of the COVID-19, and who are otherwise eligible for unemployment insurance benefits.
4. Notwithstanding Health and Safety Code section 1797.172(b), during the course of this emergency, the Director of the Emergency Medical Services Authority shall have the authority to implement additions to local optional scopes of practice without first consulting with a committee of local EMS medical directors named by the EMS Medical Directors Association of California.
5. In order to quickly provide relief from interest and penalties, the provisions of the Revenue and Taxation Code that apply to the taxes and fees administered by the Department of Tax and Fee Administration, requiring the filing of a statement under penalty of perjury setting forth the facts for a claim for relief, are suspended for a period of 60 days after the date of this Order for any individuals or businesses who are unable to file a timely tax return or make a timely payment as a result of complying with a state or local public health official's imposition or recommendation of social distancing measures related to COVID-19.
6. The Franchise Tax Board, the Board of Equalization, the Department of Tax and Fee Administration, and the Office of Tax Appeals shall use their administrative powers where appropriate to provide those individuals and businesses impacted by complying with a state or local public health official's imposition or recommendation of social

distancing measures related to COVID-19 with the extensions for filing, payment, audits, billing, notices, assessments, claims for refund, and relief from subsequent penalties and interest.

7. The Governor's Office of Emergency Services shall ensure adequate state staffing during this emergency. Consistent with applicable federal law, work hour limitations for retired annuitants, permanent and intermittent personnel, and state management and senior supervisors, are suspended. Furthermore, reinstatement and work hour limitations in Government Code sections 21220, 21224(a), and 7522.56(b), (d), (f), and (g), and the time limitations in Government Code section 19888.1 and California Code of Regulations, title 2, sections 300-303 are suspended. The Director of the California Department of Human Resources must be notified of any individual employed pursuant to these waivers.
8. The California Health and Human Services Agency and the Office of Emergency Services shall identify, and shall otherwise be prepared to make available—including through the execution of any necessary contracts or other agreements and, if necessary, through the exercise of the State's power to commandeer property – hotels and other places of temporary residence, medical facilities, and other facilities that are suitable for use as places of temporary residence or medical facilities as necessary for quarantining, isolating, or treating individuals who test positive for COVID-19 or who have had a high-risk exposure and are thought to be in the incubation period.
9. The certification and licensure requirements of California Code of Regulations, Title 17, section 1079 and Business and Professions Code section 1206.5 are suspended as to all persons who meet the requirements under the Clinical Laboratory Improvement Amendments of section 353 of the Public Health Service Act for high complexity testing and who are performing analysis of samples to test for SARS-CoV-2, the virus that causes COVID-19, in any certified public health laboratory or licensed clinical laboratory.
10. To ensure that individuals with developmental disabilities continue to receive the services and supports mandated by their individual program plans threatened by disruptions caused by COVID-19, the Director of the Department of Developmental Services may issue directives waiving any provision or requirement of the Lanterman Developmental Disabilities Services Act, the California Early Intervention Services Act, and the accompanying regulations of Title 17, Division 2 of the California Code of Regulations. A directive may delegate to the regional centers any authority granted to the Department by law where the Director believes such delegation is necessary to ensure services to individuals with developmental disabilities. The Director shall describe the need justifying the waiver granted in each directive and articulate how the waiver is necessary to protect the public health or safety from the threat of COVID-19 or necessary to ensure that services to individuals with developmental disabilities are not disrupted. Any waiver granted by a directive shall expire 30 days from the date of its issuance. The Director may grant one or more 30-day extensions if the waiver continues to be necessary

to protect health or safety or to ensure delivery of services. The Director shall rescind a waiver once it is no longer necessary to protect public health or safety or ensure delivery of services. Any waivers and extensions granted pursuant to this paragraph shall be posted on the Department's website.

11. Notwithstanding any other provision of state or local law, including the Bagley-Keene Act or the Brown Act, a local legislative body or state body is authorized to hold public meetings via teleconferencing and to make public meetings accessible telephonically or otherwise electronically to all members of the public seeking to attend and to address the local legislative body or state body, during the period in which state or local public officials impose or recommend measures to promote social distancing, including but not limited to limitations on public events. All requirements in both the Bagley-Keene Act and the Brown Act expressly or impliedly requiring the physical presence of members, the clerk or other personnel of the body, or of the public as a condition of participation in or quorum for a public meeting are hereby waived.

In particular, any otherwise-applicable requirements that

- (i) state and local bodies notice each teleconference location from which a member will be participating in a public meeting;
- (ii) each teleconference location be accessible to the public;
- (iii) members of the public may address the body at each teleconference conference location;
- (iv) state and local bodies post agendas at all teleconference locations;
- (v) at least one member of the state body be physically present at the location specified in the notice of the meeting; and
- (vi) during teleconference meetings, a least a quorum of the members of the local body participate from locations within the boundaries of the territory over which the local body exercises jurisdiction

are hereby suspended, on the conditions that:

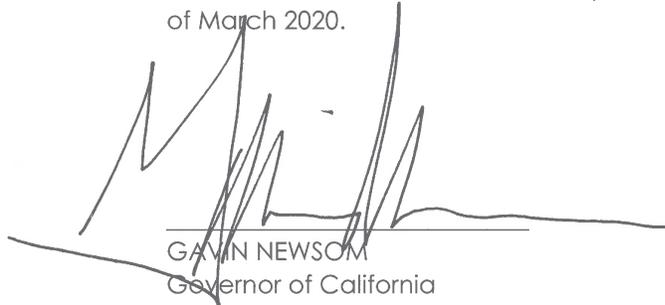
- (i) each state or local body must give advance notice of each public meeting, according to the timeframe otherwise prescribed by the Bagley-Keene Act or the Brown Act, and using the means otherwise prescribed by the Bagley-Keene Act or the Brown Act, as applicable; and
- (ii) consistent with the notice requirement in paragraph (i), each state or local body must notice at least one publicly accessible location from which members of the public shall have the right to observe and offer public comment at the public meeting, consistent with the public's rights of access and public comment otherwise provided for by the Bagley-Keene Act and the Brown Act, as applicable (including, but not limited to, the requirement that such rights of access and public comment be made available in a manner consistent with the Americans with Disabilities Act).

In addition to the mandatory conditions set forth above, all state and local bodies are urged to use sound discretion and to make reasonable efforts to adhere as closely as reasonably possible to the provisions of the Bagley-Keene Act and the Brown Act, and other applicable local laws regulating the conduct of public meetings, in order to maximize transparency and provide the public access to their meetings.

IT IS FURTHER ORDERED that as soon as hereafter possible, this Order be filed in the Office of the Secretary of State and that widespread publicity and notice be given of this Order.

This Order is not intended to, and does not, create any rights or benefits, substantive or procedural, enforceable at law or in equity, against the State of California, its agencies, departments, entities, officers, employees, or any other person.

IN WITNESS WHEREOF I have hereunto set my hand and caused the Great Seal of the State of California to be affixed this 12th day of March 2020.



A handwritten signature in black ink, appearing to read 'Gavin Newsom', is written over a horizontal line. The signature is stylized and somewhat messy.

GAVIN NEWSOM
Governor of California

ATTEST:

ALEX PADILLA
Secretary of State

State of California Department of Justice



XAVIER BECERRA

Attorney General

Attorney General Becerra Announces Settlement Ending the State's Challenge to T-Mobile, Sprint Merger

Press Release / *Attorney General Becerra Announces Settlement Ending the Sta...*

Wednesday, March 11, 2020

Contact: (916) 210-6000, agpressooffice@doj.ca.gov

SACRAMENTO – California Attorney General Xavier Becerra today announced a settlement with T-Mobile, resolving the state's challenge to the company's merger with Sprint. The settlement includes terms to protect low-income subscribers, extend access to underserved communities, protect current T-Mobile and Sprint employees, and create jobs in California. T-Mobile will reimburse California for the costs and fees of its investigation and its litigation challenging the merger. This settlement ends the legal challenge brought by

Attorney General Becerra leading a multistate coalition, which alleged that the merger was unlawful and would lead to reduced competition and increased prices for consumers.

"Our coalition vigorously challenged the T-Mobile/Sprint telecom merger over concerns that it would thwart competition and leave consumers with higher prices," **said Attorney General Becerra.** "We took our case to court to ensure that, no matter its outcome, we'd protect innovation and fair prices. Though the district court approved the merger, its decision also made clear to companies that local markets matter in assessing the competitive impact of a merger and that no one should underestimate the role of state enforcers. Most importantly, today's settlement locks in new jobs and protections for vulnerable consumers, and it extends access to telecom services for our most underserved and rural communities."

As required by the settlement, the merged company is required to:

- Make low-cost plans available in California for at least 5 years, including a plan offering 2 GB of high-speed data at \$15 per month and 5 GB of high speed data at \$25 per month;
- Extend for at least an additional two years the rate plans offered by T-Mobile pursuant to its earlier FCC commitment, ensuring Californians can retain T-Mobile plans held in February 2019 for a total of five years;
- Offer 100 GB of no-cost broadband internet service per year for five years and a free mobile Wi-Fi hotspot device to 10 million qualifying low-income households not currently connected to broadband nationwide, as

well as the option to purchase select Wi-Fi enabled tablets at the company's cost for each qualifying household;

- Protect California jobs by offering all California T-Mobile and Sprint retail employees in good standing an offer of substantially similar employment. T-Mobile also commits that three years after the closing date, the total number of new T-Mobile employees will be equal to or greater than the total number of employees of the unmerged Sprint and T-Mobile companies;
- Create approximately 1,000 new jobs in California with a customer service center in Kingsburg;
- Increase diversity by increasing the participation rate in its employee Diversity and Inclusion program to 60 percent participation within three years; and
- Reimburse California and other coalition states up to \$15 million for the costs of the investigation and litigation challenging the merger.

A copy of the settlement can be found here.

#

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SETTLEMENT AGREEMENT AND RELEASE OF CLAIMS

This Settlement Agreement and Release of all Claims (“Agreement”) is entered into as of March 9, 2020, between T-Mobile US, Inc. (“T-Mobile”) and Sprint Corporation (“Sprint”), including their respective affiliates (collectively, the “Companies”), on the one hand, and the State of California, on the other. “Parties” refers collectively to the Companies and the State of California, and “Party” refers to any one of the Parties, as the context requires.

Recitals

A. On April 29, 2018, the Companies announced that they had entered into a Business Combination Agreement, pursuant to which T-Mobile and Sprint would combine to form the New T-Mobile (the “Merger”). The State of California participated in an investigation of the Merger with the United States Department of Justice, and as part of that investigation, sought and received relevant information from the Companies concerning, among other things, New T-Mobile’s business plan.

B. The State of California, along with certain other States, filed and participated in a lawsuit captioned *State of New York et al. v. Deutsche Telekom AG et al.*, No. 1:19-cv-05434-VM-RWL (S.D.N.Y. filed June 11, 2019) (the “Lawsuit”), alleging that the Merger would violate Section 7 of the Clayton Act, and seeking injunctive relief to prohibit the consummation of the Merger.

C. On February 11, 2020, after a two-week trial, the Honorable Victor Marrero issued a Decision and Order denying the Plaintiff States’ request for a permanent injunction, and entered judgment in the Lawsuit in favor of the Companies.

D. The Parties now wish to fully and finally resolve any and all claims that were or could have been asserted in the Lawsuit, or that otherwise concern the Merger or the competitive impact of the Merger, and they freely and voluntarily enter into this Agreement for that purpose.

In consideration of the mutual covenants contained in this Agreement, the Parties agree as follows:

Terms of Agreement

1. Mobile Plan Price Commitment

Subject to the consummation of the Merger, and for at least five (5) years following the date on which the consummation of the Merger occurs (“Closing Date”), New T-Mobile will make available to retail customers of New T-Mobile resident in the State of California the following rate plans:

- i. Unlimited talk, text, and 2GB of high-speed data for \$15 per month; and

- ii. Unlimited talk, text, and 5GB of high-speed data for \$25 per month.

Additionally, for at least five (5) years following the Closing Date, New T-Mobile will make available in the State of California the same or better smartphone consumer rate plans as T-Mobile and Sprint plans offered on February 4, 2019, in accordance with the terms of T-Mobile's commitments to the FCC.

2. *Broadband Access for Education Commitment*

Subject to the consummation of the Merger, and for a period of 5 years from the Closing Date, New T-Mobile will make available a nationwide broadband Internet access program that provides free connectivity and equipment to qualifying households with school-age children (the "Educational Broadband Access Program").

Under the Educational Broadband Access Program, New T-Mobile will make available for up to 10 million qualifying households nationwide (up to 2 million total devices and connections available each year during the 5-year period):

- i. 100GB of no-cost broadband internet service per year;
- ii. a free mobile wi-fi hotspot device (up to \$700 million of such hardware commitment nationwide over the duration of the period); and
- iii. the option to purchase select wi-fi-enabled tablets at New T-Mobile's cost for each qualifying household.

New T-Mobile will allocate the total available connections in each year by State among all States in which New T-Mobile operates, including the State of California, based on each State's total share of the United States population, using the 2016 Pitney Bowes study.¹ The qualifications of households within the State of California will be determined by the State of California, in coordination with New T-Mobile, but the total number of qualifying households within the State of California shall not exceed its proportionate share of 2 million total devices and connections made available each year.

3. *Jobs Commitment*

Subject to the consummation of the Merger:

- i. for those non-executive T-Mobile and Sprint employees who join DISH Network within one year of the Closing Date, New T-Mobile shall waive any applicable non-compete obligations, provided, however, that nothing in this provision shall affect New T-Mobile's right to enforce any applicable restrictions on the disclosure or use of confidential or proprietary information;
- ii. all T-Mobile and Sprint retail employees in the State of California who are in good standing as of the Closing Date will receive an offer of substantially similar

¹ The 2016 Pitney Bowes study is based on the 2010 Census, but then updated based on more recent information.

employment with New T-Mobile, subject to the Companies' obligations with respect to Sprint prepaid employees under the Stipulation and Order and Proposed Final Judgment in *United States v. Deutsche Telekom AG*, No. 1:19-cv-02232 (D.D.C. filed July 26, 2019);

- iii. New T-Mobile commits that, as of the day that is three years after the Closing Date, the total number of New T-Mobile employees in the State of California will be equal to, or greater than, the total number of Sprint and T-Mobile employees in the State of California on the Closing Date; and
- iv. New T-Mobile commits that it will open a new Customer Experience Center located in Kingsburg, California, which New T-Mobile reasonably anticipates will create approximately 1,000 jobs.

4. *Diversity Commitment*

Subject to the consummation of the Merger, New T-Mobile will make reasonable efforts to increase the participation rate in its employee Diversity & Inclusion Program to 60% within three years of the Closing Date.

5. *Fees and Costs*

The Companies waive their right to collect costs from the State of California, as permitted under Fed. R. Civ. P. 54(d), in connection with the Lawsuit.

New T-Mobile agrees to reimburse the State of California for its actual fees and costs incurred and paid in investigating the Merger and in connection with the Lawsuit, subject to the cap described in this section. New T-Mobile shall only be obligated to reimburse the State of California for reasonable fees and costs incurred and paid up to the State of California's proportionate share of \$15,000,000, to be calculated based on the State of California's share of the total population of the Plaintiff States,² using the 2016 Pitney Bowes study; provided, however, that if the Companies execute a separate settlement agreement with the remaining Plaintiff States on or before March 11, 2020, and the combined total amount of reimbursable fees and costs due to all Plaintiff States is less than \$15,000,000, New T-Mobile agrees that California and any other Plaintiff State that has additional unreimbursed fees and costs incurred and paid in investigating the Merger and in connection with the Lawsuit ("Excess Contribution States") may seek reimbursement of those additional fees and costs until the combined total amount of all reimbursable fees and costs paid to Plaintiff States equals \$15,000,000. Any additional reimbursement to Excess Contribution States shall (1) be allocated as determined by agreement of all Excess Contribution States, or (2) absent such agreement, be calculated based on each Excess Contribution State's share of the total population of the Excess Contribution States, using the 2016 Pitney Bowes study. New T-Mobile shall make the payment required by this

² "Plaintiff States" means the State of California, the State of Wisconsin, the State of Michigan, the State of Maryland, the State of Connecticut, the State of Minnesota, the State of Hawaii, the State of Illinois, the State of Oregon, the Commonwealth of Pennsylvania, the Commonwealth of Virginia, the Commonwealth of Massachusetts, and the District of Columbia.

section by the later of (1) 30 days after the Closing Date; and (2) 21 days after the State of California and all remaining Plaintiff States provide New T-Mobile with documentation reasonably sufficient to establish all of the fees and costs for which reimbursement is sought by Plaintiff States.

New T-Mobile's obligation to make any payment under this section is expressly conditioned on the consummation of the Merger; if the Merger does not close, T-Mobile shall have no obligation to make any payment under this section.

6. *No Appeal; Public Statement*

The State of California agrees that it will not appeal the judgment in the Lawsuit, and that it will not take any further action opposing the Merger in connection with the Lawsuit or in any other judicial, regulatory, or administrative proceeding, or in any other forum.

The California Attorney General shall issue a public statement no later than March 10, 2020 announcing that it will not appeal the judgment in the Lawsuit.

7. *Additional Acknowledgments*

The California Attorney General acknowledges the commitments that T-Mobile has made to the FCC, the DOJ, and other entities, and those commitments, in addition to the commitments included in this Agreement, satisfy the Attorney General that this Agreement is in the public interest.

The California Attorney General also acknowledges the value of promptly commencing delivery of the consumer benefits of the Merger, as modified by the commitments that T-Mobile has made to the FCC, the DOJ, in this Agreement, and to other entities.

Other than providing the advisory opinion that was requested by the CPUC under Public Utilities Code section 854(b), the California Attorney General agrees that, from the close of business on March 6, 2020, neither he nor his office will comment publicly or privately on what actions the CPUC should take with respect to its merger proceedings, including on the CPUC's proposed decision, final decision, or on any conditions the CPUC may be considering. Nothing in this provision shall limit or restrict the California Attorney General in carrying out its duties under California Public Utilities Code section 2101.

8. *Release of Claims*

The Parties agree that this Agreement constitutes a complete and final mutual settlement and release by the Parties of all claims, including, but not limited to, civil claims, causes of action, restitution, disgorgement, damages, fines, costs, penalties, or attorneys' fees, that were asserted in the Lawsuit, that could have been asserted in the Lawsuit in relation to the Merger, or that otherwise arise out of or relate in any way to the Merger, including all such claims against all parents, subsidiaries and affiliates of the Companies, including, without limitation, Deutsche Telekom AG and Softbank Group Corp, and their employees, officers, directors, agents, and representatives. The releases in this section shall apply to any and all such claims arising on or before or based on facts in existence as of the effective date

of this Agreement. For avoidance of doubt, this release does not include any consumer protection claims relating to the Companies' advertising, marketing, and sales practices, nor does it limit or restrict the California Attorney General in carrying out its duties under California Public Utilities Code section 2101.

9. *Reporting*

New T-Mobile will provide the California Attorney General with a copy of any reports New T-Mobile submits to the CPUC or the California Emerging Technology Fund in connection with the Merger.

In addition, for any report New T-Mobile submits to the FCC or the DOJ as part of New T-Mobile's compliance with any commitments made to the FCC or the DOJ in relation to the clearance of the Merger, New T-Mobile shall provide the California Attorney General with any portions of the report that are specific to California and that cover the terms of this Agreement.

10. *Applicable Law; Enforcement*

The terms, interpretation and enforcement of this Agreement shall be governed by the laws of the State of New York. The exclusive forum for any dispute arising out of or in connection with this Agreement shall be the United States District Court for the Southern District of New York, or if that court lacks subject matter jurisdiction, a New York state court of appropriate jurisdiction located within the Southern District of New York.

The California Attorney General shall promptly notify New T-Mobile of any alleged breach of this Agreement. New T-Mobile shall have a period of 90 days after the date of such notice to explain why there is no breach and, if needed, to cure any alleged breach before the State of California may take any other action to enforce the terms of this Agreement.

If New T-Mobile fails to cure any material breach of this Agreement within 90 days after receiving such notice, the State of California may institute a breach of contract action as provided for in this Agreement. In any such action, the State of California may seek an order requiring specific performance of the terms of this Agreement, if appropriate. In addition, the State of California may seek damages for actual consumer harm caused by any material breach of this Agreement, but New T-Mobile's liability for damages shall be limited to a maximum of \$2,000,000 for each material breach of this Agreement.

11. *Force Majeure*

The Parties shall not be considered in breach of this Agreement to the extent that performance of their obligations is prevented by force majeure events beyond the Parties' reasonable control, including but not limited to war, rebellion, hurricanes and other major storms, earthquakes, fires, terrorism, pandemics, strikes, riots, insurrections, civil commotions, blockades, law or order of any federal government body exercising jurisdiction over the Parties, significant interference by or significant failures of state or local governmental authorities, significant interruptions in the supply chain, or acts of God.

12. *Conflicts*

If any statute or regulation pertaining to the subject matter of this Agreement is enacted, promulgated, modified, or interpreted by the Federal government or any Federal agency, such as the FCC, and a court of competent jurisdiction holds that such statute or regulation is in conflict with any provision of this Agreement, the Companies' compliance with such statute or regulation shall also constitute compliance with the relevant provision of this Agreement.

13. *Entire Agreement and Acknowledgement*

This Agreement supersedes any and all prior negotiations or agreements between the Parties relating to this matter and a compromise of their respective claims and represents the entire agreement between the Parties with respect to this compromise. Each Party acknowledges and represents that in entering into this Agreement, it has not relied on any statement, representation, or warranty that is not expressly set out in this Agreement. This Agreement may be modified only through a writing signed by all Parties.

14. *No Admission of Liability*

This Agreement memorializes a compromise of disputed claims, and the covenants and promises contained in this Agreement shall not be construed as admissions of liability or wrongdoing by any Party, or as admissions as to the validity of any claim or defense.

15. *No Third-Party Beneficiaries*

The Parties agree and acknowledge that this Agreement is solely for the benefit of the Parties, and that, other than the persons and entities described in section 8, no person or entity is intended to be a third-party beneficiary of any provision of this Agreement for any reason, including specifically for the purposes of any civil, criminal, or administrative action in any court or before any other authority. No other person or entity shall be permitted to assert any claim or right as a beneficiary or protected class under this Agreement, provided that nothing in this Agreement shall be construed to deprive any person, corporation, association, agency, or other entity of any right provided by law, regulation, or administrative pronouncement independent of this Agreement.

16. *Complete Defense*

This Agreement may be pleaded as a complete defense to any action or other proceeding, to the extent that action or other proceeding is barred by Parties' releases set forth in section 8.

17. *Severability*

If a court holds any provision of this Agreement to be illegal, invalid, or unenforceable for any reason, that provision shall be fully severable to the extent permitted by law, and this Agreement and its terms shall be construed and enforced as if the unenforceable provision

had never been a part of the Agreement. Under these circumstances, the remaining provisions of the Agreement shall remain in full force and effect.

18. *Term*

This Agreement shall expire five years after the Closing Date.

19. *Authority*

Each person executing this Agreement as an agent or in a representative capacity warrants that he or she has full authority to do so.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

20. Multiple Counterparts

The Parties may execute this Agreement in multiple counterparts, all of which when taken together shall be construed as, and enforceable as, the Agreement. The effective date of this Agreement shall be the date of its execution by the last Party.

The undersigned have executed this Settlement Agreement and Release of Claims as of the date of the last signature below.

Date: March 9, 2020

T-MOBILE US, INC.



By: G. Michael Sievert
President and Chief Operating Officer
T-Mobile US, Inc.

Date: March __, 2020

SPRINT CORPORATION

By:

Its:

Date: March __, 2020

FOR THE STATE OF CALIFORNIA

XAVIER BECERRA
ATTORNEY GENERAL OF CALIFORNIA

By:

Its:

20. Multiple Counterparts

The Parties may execute this Agreement in multiple counterparts, all of which when taken together shall be construed as, and enforceable as, the Agreement. The effective date of this Agreement shall be the date of its execution by the last Party.

The undersigned have executed this Settlement Agreement and Release of Claims as of the date of the last signature below.

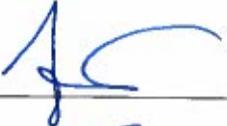
Date: March __, 2020

T-MOBILE US, INC.

By: G. Michael Sievert
President and Chief Operating Officer
T-Mobile US, Inc.

Date: March 9, 2020

SPRINT CORPORATION



By: JORGE GRACIA

Its: Chief Legal Officer

Date: March __, 2020

FOR THE STATE OF CALIFORNIA

XAVIER BECERRA
ATTORNEY GENERAL OF CALIFORNIA

By:

Its:

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Date: March __, 2020

T-MOBILE US, INC.

By: G. Michael Sievert
President and Chief Operating Officer
T-Mobile US, Inc.

Date: March __, 2020

SPRINT CORPORATION

By:

Its:

Date: March 9, 2020

FOR THE STATE OF CALIFORNIA

XAVIER BECERRA
ATTORNEY GENERAL OF CALIFORNIA



By: Paula L. Blizzard

Its: Supervising Deputy Attorney General
Antitrust Section