

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING AMENDMENT NO. 1 TO AGRICULTURE LEASE AGREEMENT BETWEEN THE CITY OF
KERMAN AND EARL L. GIACOLINI AND JANICE E. GIACOLINI (9.3 ACRES)**

WHEREAS, the City of Kerman owns approximately 9.3 acres of land (Property) outside of the City limits on land being developed as a park; and

WHEREAS, City and Earl L. Giacolini and Janice Giacolini entered a Lease Agreement relating to the Property on December __ 2021; and

WHEREAS, the parties wish to extend the Lease Agreement and modify the farmable acreage.

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

- SECTION 1. The foregoing recitals are true and correct and are incorporated by reference.
- SECTION 2. The City Council approves the Amendment No. 1 to Lease Agreement with Earl L. Giacolini and Janice Giacolini which is attached to this resolution as Exhibit A and incorporated by reference.
- SECTION 3. The City Manager is authorized to sign Amendment No. 1 to Lease Agreement on behalf of the City.
- SECTION 4. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 8th day of November 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

Marci Reyes
City Clerk

Maria Pacheco
Mayor

Exhibit 'A'

**AMENDMENT NO. 1 TO AGRICULTURE LEASE AGREEMENT
BETWEEN CITY OF KERMAN AND EARL L. GIACOLINI AND JANICE E. GIACOLINI
(9.3 ACRES)**

This Amendment No. 1 to Agriculture Lease Agreement (hereafter "Amendment No. 1") is entered into on this _____ day of _____, 2023, ("Effective Date") by and between Earl L. Giacolini and Janice Giacolini, (referred to hereinafter collectively as "Lessee"), and the City of Kerman, a public agency (hereinafter as "City" or "Lessor"), collectively referred to as "Parties."

RECITALS

WHEREAS, the City of Kerman owns approximately 9.3 acres of land (Property) outside of the City limits on land being developed as a park; and

WHEREAS, City and Earl L. Giacolini and Janice Giacolini entered a Lease Agreement relating to the Property on December __ 2021; and

WHEREAS, as part of getting the Property ready for the planned park on the site, only 5.8 acres of the 9.3 acres are farmable; and

WHEREAS, the parties wish to extend the Lease Agreement.

AGREEMENT

SECTION 1. Section 2 of the Lease Agreement is amended to read as follows:

Rent.

On or before the 31st day of December of each year of the term of this Lease, the Lessee shall pay to the Lessor the sum of Six Hundred Thirty Dollars (\$630.00) per acre for 5.8 farmable acres as an advance cash rent due on or before December 31st of each contract year.

SECTION 2. Section 3 of the Lease Agreement is amended by adding subsection 3c to read as follows.

- c. The term of the Lease Agreement shall be extended from December 1, 2023, through September 30, 2024.

SECTION 3. Except as amended by this Lease Amendment No. 1, all terms and conditions in the Lease Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment No. 1 to Lease Agreement to be executed as of the date set forth below.

LESSEE:

**EARL L. GIACOLINI
JANICE E. GIACOLINI**

Earl L. Giacolini

Date: _____

Janice E. Giacolini

Date: _____

**CITY:
CITY OF KERMAN**

John Jansons, City Manager

Date: _____

ATTEST:

Mari Reyes, City Clerk

APPROVED AS TO FORM

Hilda Cantu Montoy, City Attorney