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LEASE AGREEMENT

This LEASE AGREEMENT (“Lease") made and entered into this_____ day of _____, 2026 (the “Effective Date”), by and between the CITY OF FRESNO, a municipal corporation of the State of California, (“City" and/or “Landlord”) and CULINARY STUDIOS, INC., a California corporation, DBA Cracked Pepper Café ("Lessee”).

RECITALS

A. The City owns Fresno City Hall, located at 2600 Fresno Street, Fresno, California, (the “Premises”), commonly referred to as City Hall; and

B. Lessee desires to operate a Café to sell pastry products, coffee products, hot and cold fresh and packaged food, including sandwiches, salads, sides, and other drinks at the café located on the first floor of City Hall, Room No. 1016 and the Café Annex located at Suite No. 1018; and

C. City and Lessee desire to execute a lease agreement to define the terms and conditions under which the Lessee will be allowed to operate a Café to sell pastry products, coffee products, hot and cold fresh and packaged food including sandwiches, salads, sides, and other drinks.

AGREEMENT

NOW, THEREFORE, the parties hereto, in consideration of the mutual promises, covenants, conditions hereinafter contained, to be kept and performed by the respective parties, agree as follows:

1. **Premises.** The City leases to Lessee, on the terms and conditions set forth herein, the interior commercial café area of City Hall, located on the first floor, Room No. 1016, shown as “Exclusive Use”, and the Café Annex across the hall also located on the first floor, Suite No 1018, shown as “Non-Exclusive Use” on the building floor plan attached as Exhibit A (the Leased Premises), containing approximately 1,852 gross square feet. The physical address of City Hall is 2600 Fresno St, Fresno, CA 93721. The Leased Premises shall include Lessee’s license to use, at no additional charge, three (3) vehicle parking spaces in the City Hall North Parking Lot, located at 2600 Fresno Street, Fresno, California 92721, as well as non-exclusive use of the City Hall loading dock for food deliveries.

1.1 Lessee is expressly prohibited from changing the locks to any doors to any part of the Leased Premises. The City shall maintain one set of keys for the Premises and the Lessee shall maintain one set of keys for the Leased Premises. If Lessee’s set of keys are lost or stolen, the City will change all locks, and Lessee shall reimburse the City for the full cost to change all locks. In addition, the City shall charge Lessee a Lock Change Fee of $200.

2. **Term and Effective Date.** The term of this Lease Agreement ("Term") is for a period of thirty-six (36) months, commencing on the later of (i) the Substantial Completion of the City’s work in Section 15 or (ii) the date Lessee first occupies all or any portion of the Premises for the conduct of its ordinary business operations and actually conducts its business operations in the Premises (the “**Commencement Date**”). The parties estimate that the Commencement Date will be November 1, 2026, subject to change, either earlier or later. This Lease shall terminate at midnight on the last day of the 36th calendar month

following the Commencement Date, provided that if the Commencement Date is not the first (1st) day of a calendar month, then the first month of the Term shall include any partial calendar month following the Commencement Date and the next-succeeding calendar month (the "**Expiration Date**"), unless sooner terminated or extended as hereinafter provided. The Lease may be extended for two (2), one-year extensions upon mutual written agreement of the parties. A written request for extension must be submitted by the requesting party 60 days prior to term date above. If the lease is extended for two (2), one-year extensions, the lease shall terminate four (4) years and 364 days following the commencement date. Lessee's exercise of option to extend shall not be permitted if the Lessee is in default on the date the notice of exercise is given or on the date that the renewal term is to commence.

2.1 "Substantial Completion" means City has delivered possession of the Premises to Lessee with the work to be performed by City completed (excluding reasonable punch-list items which must be completed as soon as possible), so that Lessee can occupy and use the Premises for its intended use, free of all hazardous materials, with the Building Systems and other systems serving the Premises in good operating order and condition; with the Building and Premises in compliance with all applicable building codes and legal requirements.

2.2 City and Lessee shall enter into a letter agreement in the form attached hereto as Exhibit F, specifying and/or confirming the Commencement Date and the Expiration Date.

3. <u>Rent.</u>

3.1 **Payment.** Monthly rent shall be Zero ($0.00) for the first thirty-six months of the Lease. Should the Lessee choose to exercise their extensions, rent will be $1.00/SF for months 37 – 48 and $1.03/SF for months 49 – 60. Rent is due on or by the 5th day of each month.

Months 0 – 36	$0/mo.
Months 37 – 48	$1,464/mo.
Months 49 – 60	$1,507.92/mo.

3.2 **Late Rent.** Rent is late if not paid by the 5th day of each month.

3.3 **Late Fee.** A $90.00 late fee will apply for any payments on or after the 6th of each month.

3.4 **Default.** Lessee's failure to pay Rent or any other amounts within five (5) days of its due date under this Lease Agreement shall constitute a default under Section 23 of this Lease.

3.4.1 Liquidated Damages. Failure of the Lessee to pay Rent as and when due may cause City to incur costs not contemplated by City when entering into this Lease, the exact nature and amount of which would be extremely difficult and impracticable to ascertain. If any Rent, or any other amount due under this Lease is not received by City as and when due, then, without any notice to Lessee, Lessee shall pay to City an amount equal to 1.5% of the past due amount, which the Parties agree represents a fair and reasonable estimate of the costs incurred by City as a result of the late

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payment by Lessee. Acceptance of the late charge by City shall not constitute a waiver of Lessee's default for the overdue amount, nor prevent City from exercising the other rights and remedies granted under this Lease.

All sums of money due to City under this Lease, not specifically characterized as Rent or a Late Fee, shall constitute Additional Rent. Nothing contained in this Lease shall be deemed to suspend or delay the payment of any sum of money at the time it becomes due and payable under this Lease.

City's acceptance of less than the full amount of any payment due from Lessee shall not be deemed an accord and satisfaction or compromise of such payment unless City specifically consents in writing to payment of such lesser sum as an accord and satisfactory promise of the amount which City claims.

Initial DS Initials of Lessee

4. Operational Costs. Lessee shall pay all operational costs required to operate a café on the Premises, including daily cleaning and sanitizing of the Premises and compliance with all local and state health department codes. "Operational Costs" shall be defined as all business-related costs not explicitly assigned to the City herein. The City's janitorial service will clean the Café Annex daily, but Lessee will be required to spot clean as needed.

5. Utilities. The City shall remain the owner for electricity, natural gas, water and sewer utilities bills associated with City Hall and the Leased Premises. The City shall designate waste disposal, organics disposal, and recyclable material disposal locations for the Lessee's operation of the Leased Premises as a Café. The location may be adjusted and changed based on the level of municipal solid waste, organics waste, and recyclable materials generated at the Leased Premises. The City shall also provide common area janitorial, common area security services, and public Wi-Fi for patrons at no additional cost to the Lessee. Lessee is solely responsible for janitorial services to their exclusive space, telephone services, internet service, low voltage cabling, and any additional data services for the premises point of sale (POS). Lessee is prohibited from using the City's secure Wi-Fi non-public network.

6. Use of Premises. Lessee shall use the Leased Premises to operate a Café to sell pastry products, coffee products, hot and cold fresh and packaged food including sandwiches, salads, sides, and other drinks. The Lessee shall be required to operate the Café within the interior structure of City Hall. The Lessee shall be prohibited from operating the Café outdoors, except for signage directing patron into City Hall and picnic tables and chairs for additional seating in front of City Hall. The Lessee shall be prohibited from using, permitting, or allowing the Leased Premises, or any part thereof, to be used for any other purpose except as outlined in this Lease. If Lessee desires to change or add uses for the Leased Premises, then Lessee shall submit a written request for additional uses to the City Manager for approval, provided that such uses are lawful and consistent with the Fresno Municipal Code. The Lessee shall not change or add uses, without receiving prior written approval from the City Manager. If the Lessee requests City Manager approval for changed or added uses for the Premises, Lessee shall change or modify the business license to reflect the changed or added uses, and the City Manager

shall increase the monthly Lease Payments paid by the Lessee for the changed or added uses and amend the insurance requirements.

6.1 **Loading Dock.** Lessee shall have shared access to the loading dock for deliveries. For all deliveries, the Lessee must notify Security in advance of delivery for gate for access. Security will provide access and escort delivery to the loading dock door. The Lessee will have badge access to the gate and the loading dock door. The loading dock door may not be propped open at any time for security reasons. Parking in the loading area is only temporary and for offloading supplies. Once delivery is complete, the vehicle will need to be moved.

6.2 **Business License.** Lessee shall maintain for the duration of the term of this Lease a valid City of Fresno Business License.

7. Taxes and Assessments.

7.1 **Personal Property and Tenant Improvements.** The Lessee will pay, before delinquency, all taxes, assessments, and other charges levied or imposed by any governmental entity on the furniture, trade fixtures, appliances, and other personal property that Lessee places in, on, or about the Premises.

7.2 **Real Property Taxes.** The City will pay before delinquency any real property taxes and assessments for or on the Premises that any governmental entity may levy or assess against the Premises. Taxes include, without limitation, any special assessments imposed on or against the Premises for any Lessee improvements to the Premises.

7.2.1 **Possessory Interest.** Notification to Lessee pursuant to California Revenue and Taxation Code Section 107.6: A possessory Interest subject to property taxation may be created by entering into this Agreement and Lessee may be subject to the payment of property taxes levied on such interest. Any interest in real property which exists because of possession, exclusive use, or a right to possession or exclusive use of land owned by Landlord, and any Improvements thereon, is a taxable possessory interest unless the possessor is exempt from taxation. Lessee should take a copy of this Agreement to the Tax Assessor to learn how much Lessee will be taxed, if at all.

7.3 **Landlord Protection Against Taxes.** Lessee shall indemnify, defend, and hold Landlord and the Premises harmless from any liability for personal and real property taxes and assessments including, without limitation, any interest, penalty, or other expense relating to the taxes or assessments, and from any lien therefore or sale or other proceeding to enforce payment thereof.

8. **Café Hours.** The Lessee's shall be authorized to operate the Café Monday, Tuesday, Wednesday, Thursday, and Friday from 7:00 am to 5:00 p.m. daily. The Lessee may reduce the number of days and number of hours of operation upon obtaining written approval from the City Manager. However, Lessee may increase the daily hours of operation without receiving prior written approval from the City Manager, however the

Café must close when public entry into City Hall is closed. The Café shall remain closed on the days City Hall is closed.

9. **Insurance Hazards**. Lessee will not use or permit the Leased Premises to be used in any manner that will cause the cancellation of or increase the costs of any fire, liability, or other insurance policy covering the Leased Premises or any improvements on the Leased Premises. Lessee, at its sole cost and expense, shall comply with any requirement for or alteration to the Leased Premises that any Insurance organization or company deems necessary to maintain reasonable fire and public liability insurance rates for the Leased Premises.

10. **Signage**. Lessee may only place or mount signs on the interior of the Leased Premises that are usual and customary for a café. Lessee may place or mount café business name signage on a wall in the hall outside of the Premises with City Manager approval. However, Lessee is prohibited from mounting signs on the exterior of City Hall or any other exterior area of the Premises. Lessee may also place temporary signs outside City Hall to direct patrons to their business. These signs must be taken out and returned back at the end of the business day. The placing and mounting of signs shall conform to the regulations of the Fresno Municipal Code and installed at Lessee's sole cost.

11. **Waste, Nuisance, Unlawful Use Prohibited.** Lessee shall do all of the following:

11.1 At all times cooperate with the City to keep and maintain the Premises and common areas in a neat, clean, and orderly condition.

11.2 Shall remove waste materials and trash daily from the Leased Premises to prevent the accumulation of waste materials which might constitute a fire hazard, public health hazard or public nuisance.

11.3 Not use or permit the Leased Premises or common areas to be used for any unlawful purpose.

12. **Quiet Enjoyment.** Neither party shall do any act which may or does disturb the quiet enjoyment of the Leased Premises by the other party.

13. **Menu.** Lessee shall operate its business as a café offering food and beverage items to the general public. Throughout the term of the lease, Lessee agrees to maintain a menu that includes a range of items at varying price points designed to serve a broad customer base.

Without limiting Lessee's discretion in determining its overall menu, Lessee shall**:**

1. **Offer Affordable Options**

   Maintain a selection of menu items at lower price points ("Affordable Options"), which are reasonably accessible to a wide segment of the community. Such items shall be prominently listed on the menu and available during all regular business hours.

2. **Price Range Diversity**

   Ensure that the menu reflects a spectrum of pricing, including budget-friendly, mid-range, and premium offerings, consistent with comparable café operations in the surrounding market.

3. **Menu Variety**

Provide a menu that offers multiple price points and variation to dining style. For example, there will be offerings that are for patrons who wish to sit and enjoy their meal prepared as ordered and others who require a quick option that is affordable and already prepared at time of check out.

14. <u>Compliance with City Hall Security Protocols.</u> Lessee shall comply with Resolution No. 2022-097 and any subsequent amendments thereto pertaining to security protocols while entering City Hall. A true and correct copy of the Resolution accompanies this Lease as Exhibit C.

14.1 Screening of Deliveries. Lessee shall inspect all deliveries to City Hall by examining, opening, and/or verifying the contents of each delivery. The City also reserves the right to inspect any shipments or materials delivered to the property to ensure they are in compliance with security protocols, safety regulations, and applicable laws. Delivery personnel must cooperate with inspection procedures and provide any requested documentation. The Lessee is responsible to inform City Manager's Office of any findings that are of concern.

14.2 City Hall Badge Access. The Lessee and Lessee's employees shall be provided RFID identification badges to bypass magnetometer and x-ray machine screening. RFID identification access shall be limited to access through the main entrance and loading dock during normal business hours. Lessee shall be provided access to City Hall outside of normal business hours. Lessee shall provide off-hours access schedule to the City Manager for approval.

14.2.1 RFID identification badges shall be presented and scanned upon each entry into the building and cannot be shared or transferred. Should Lessee be unable to present a valid identification badge, then the individual without the valid identification badge shall be permitted to enter the building through magnetometer and x-ray screening at the main entrance.

14.2.2 If an access badge is lost or stolen, Lessee must immediately report it to the Director of General Services or designee. Replacement badges will be provided at a cost of $25, unless waived by City Manager.

14.2.3 Lessee must immediately report to the Director of General Services or designee when an identification badge needs to be deactivated.

15. <u>Leasehold Improvements.</u> The City shall make improvements to the space for a fully operational café space for the Lessee. These improvements shall include the construction of counters, cabinetry, booth seating, flooring, ceiling work, lighting upgrades, and all items detailed in Exhibit D. The improvements shall include a kitchen equipped with cooking equipment, a refrigerator, a freezer, ice machine, and all equipment detailed in Exhibit E. All equipment listed in Exhibit E will be the property of the City. The City will be responsible for the repairs of the equipment and the Lessee will be responsible for routine maintenance and any damage to the equipment.

15.1 <u>Outdoor Seating</u>. The City will provide picnic style tables and chairs for placement outdoors. The City will also be responsible for maintenance of the

picnic style tables and chairs. The Lessee will be responsible for daily cleanliness. Deep cleaning (i.e. pressure washing specifically) will be the responsibility of the City's janitorial. Final specification of tables and location to be contingency upon City Manager approval. Final placement of the outdoor picnic tables shall be contingent upon the City identifying ADA accessible areas and such areas do not require modification to achieve accessibility.

15.1.1 **Additional Seating.** The Lessee shall be authorized to purchase and install additional tables and chairs above and beyond those already provided by the City, for the interior of the Café for customer seating upon City Manager approval. No tables and chairs may be fixed or anchored to the ground and shall remain mobile and portable. All costs for additional table and chairs shall be the sole responsibility of the Lessee.

15.2 **Lessee's Acceptance of Premises "AS IS".** Neither City nor any agent for City has made any representation or promise regarding the Premises or City Hall, except as expressly set forth herein. City is leasing the Premises to Lessee in "AS IS" condition after all Leasehold Improvements, subject to City's obligations to maintain only those parts of the Premises as set forth in this Lease. As of the Commencement Date pursuant to Section No.2, the Lessee shall have inspected the Premises, that includes the City's installation of updated counters, seating, and fixtures and by taking possession accepts the Premises "AS IS," having exercised reasonable due diligence to discover any facts or conditions regarding the Premises that are within Lessee's attention, observation, actual and constructive notice.

16. **Health Department Compliance.** Lessee shall, at its sole cost and expense, comply with all applicable federal, state, and local health, sanitation, safety, and food service laws, regulations, ordinances, and codes, including those enforced by the Health Department. This applies to any space the Health Department has jurisdiction over as it directly relates to the Café operations, excluding restrooms. Lessee shall continuously maintain a health inspection grade or rating of no less than an "A" (or its equivalent under its rating system) for the Café.

16.1 **Notice of Inspection Results**. Lessee shall provide the City Manager with written notice of any health inspection rating in a grade lower than an "A", or any citation, violation, or notice of noncompliance, within two (2) business days of receipt, together with a copy of the inspection report.

16.2 **Cure Period for Violations**. Lessee shall promptly commence corrective action upon receipt of any violation and shall diligently pursue cure to completion. All violations that can be corrected immediately must be corrected within forty-eight (48) hours. All other violations must be fully cured, and the Premises must be restored with an "A" rating within the earlier of:

(a) the time required by the Health Department, or

(b) ten (10) calendar days from the notice of such violation.

Failure to maintain and or restore an "A" rating by either (a) or (b) above will be considered a material breach of the Lease and grounds for default.

17. Alterations, Repairs, and Improvements. The Lessee is prohibited from undertaking alteration, repair, and improvement projects for the Premises without receiving prior written approval from the City Manager. Written approval from the City Manager does not relieve Lessee from obtaining all necessary and required permits and inspections from state, county, and the City government agencies. Upon receiving written approval from the City Manager to undertake alterations, repairs, and improvements for the Premises, Lessee shall be solely responsible for all costs required to complete the alteration, repair, and improvement projects. All alterations, repairs, and improvements undertaken by the Lessee shall become the property of the City, subject to Lessee's use thereof during the term of this Lease. Upon expiration of the term of this Lease, or upon the earlier termination thereof, all alterations, repairs, and improvements commissioned by the Lessee for Premises shall remain the property of the City, and the Lessee shall not be reimbursed for the costs of alterations, repairs, and improvements.

The Lessee shall keep the Premises free from any liens and encumbrances because of work done, materials furnished, or obligations incurred by Lessee in connection with any alteration, addition, or improvement on or to the Premises. Lessee shall defend and hold harmless the City from any cost or expense which the City shall incur because of any such lien or encumbrance.

18. Maintenance and Repairs. The City, at City's own cost and expense, shall provide landscape maintenance for the Premises. The City shall repair and maintain the equipment, electrical, plumbing, and mechanical systems, and other portions of the Premises at City's cost. The City shall maintain and repair the foundation, exterior walls, structural, roof, and common areas, including the parking areas.

The Lessee, at Lessee's own cost and expense, shall:

(a) Provide routine maintenance of all equipment and fixtures within the Leased Premises, and each part thereof, in good working order, and in a neat and clean condition, during the term of this Lease.

(b) Remain in compliance with the Health Department permit.

(c) Promptly contact Facility Management (facilitiesmgmt@fresno.gov or 559-621-1487) for any repair the City has responsibility to perform.

19. Required Accessibility Disclosure. A Certified Access Specialist (CASp) can inspect the subject Premises and determine whether the subject Premises comply with all of the applicable construction-related accessibility standards under state law. Although state law does not require a CASp inspection of the subject Premises, the commercial property owner or City may not prohibit the Lessee from obtaining a CASp inspection of the subject Premises for the occupancy or potential occupancy of Lessee, if requested by Lessee. The Parties shall mutually agree on the arrangements for the time and manner of the CASp inspection, the payment of the fee for the CASp inspection, and the cost of making any repairs necessary to correct violations of construction-related accessibility standards within the subject Premises.

19.1 ADA Compliance. Modifications, changes or construction of the Premises may be necessary to ensure compliance with the Americans with Disabilities Act. Modifications, changes or construction on the Premises shall be

performed by the City.

20. Damages to or Destruction of the Premises. If the Leased Premises are damaged or destroyed, the City may elect to terminate this Lease Agreement. The complete destruction of the Leased Premises shall terminate this Lease Agreement as of the date of the casualty Lessee shall be liable to the City for all damages resulting from such destruction caused by Lessee's, its agent's, servant's or employee's want of ordinary care or degree of greater culpability.

21. The City Obligations Contingent on Appropriation of Funds. The City's obligation to perform any obligation under this Lease Agreement shall be contingent upon the appropriation of funds by the City's governing body sufficient to provide such services or payments during the City's respective fiscal year (July 1 through June 30). The performance of obligations shall be funded only from current funds, budgeted and appropriated, on deposit in a reserve fund, or otherwise legally available for funding such service obligations throughout the term of the Lease Agreement, and it is not a pledge of the City's full faith and credit. During its annual budgeting process, the City shall consider, and will use best efforts to appropriate funding to meet its estimated costs under this Lease Agreement for the fiscal year under consideration.

22. Right of Entry and Inspection. The City, by its officers, agents, or employees, shall have the right to enter on the Leased Premises at all reasonable times for purposes of inspecting the Leased Premises; observing the performance by Lessee of its obligations under this Lease Agreement; making necessary alterations, repairs, and improvements; or performing any act which the City is obligated to perform, or has the right to perform under this Lease Agreement or otherwise.

23. Default By Lessee. The occurrence of any of the following events shall constitute a material breach and Default of this Lease by Lessee:

23.1 Payment of Money. Lessee's failure to pay rent or to make any other payment under this Agreement within five (5) days of the due date.

23.2 Abandonment. Lessee's abandonment or vacation of the Premises. Lessee's absence from or failure to conduct business on the Premises for more than 30 consecutive days will be abandonment or vacation for purposes of this Agreement.

23.3 Insolvency. Lessee does any of the following: (a) Lessee makes any general Assignment for the benefit of creditors, (b) Lessee files bankruptcy, or a third party petition to have Lessee adjudged bankrupt, and does not dismiss the petition within 60 days, (c) Lessee files a petition for reorganization or arrangement under any law relating to bankruptcy, (d) the appointment of a trustee or receiver to take possession of substantially all of Lessee's assets at the Premises, or of Lessee's interest in this Agreement, and possession is not restored to Lessee within 30 days, or (e) the attachment, execution, or other judicial seizure of substantially all of Lessee's assets at the Premises, or of Lessee's Interest In this Agreement, and that seizure is not discharged within 30 days.

23.4 Failure to Maintain Insurance. If at any time during the life of the Agreement or any extension, Lessee or any of its subcontractors fail to maintain any required insurance in full force and effect, all Lessee activities

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shall be discontinued immediately until notice is received by Landlord that the required insurance has been restored to full force and effect without lapse in coverage. Any failure to maintain the required insurance shall be sufficient cause for Landlord to terminate this Agreement immediately.

23.5 Termination of Agreement. Upon Default, the City Manager may terminate this Agreement and all Lessees rights under it by giving sixty (60) days written notice of the termination. Except for Sections 16, 23.2 and 23.4 of this Lease, the written notice shall offer the Lessee an option to cure the default within the sixty (60) days. In the event, the Lessee does not cure the default in the sixty (60) days, the agreement shall terminate.

23.6 Recovery of Damages. The Landlord may exercise any remedies available to it at law or in equity. No act of the Landlord, other than a written termination notice from the Landlord to Lessee, will terminate this Agreement.

23.7 Landlord's Right to Relet if Lessee Breaches this Agreement. In the event of Lessee's breach of the Agreement and abandonment of the Premises, Landlord may enter the Premises and relet it to a third party for any term, at any rental, and on any other conditions that Landlord in its sole discretion may deem advisable. The Landlord may also make alterations and repairs to the Premises.

23.8 The Landlord's Right to Cure Lessee Defaults. If Lessee breaches or fails to perform any provision of this Agreement, the Landlord, at its option, may cure Lessee's breach. Lessee will reimburse the Landlord, on demand, for the Landlord's costs to cure the default.

23.9 Cumulative Remedies. The Landlord's remedies in this Section are not exclusive but cumulative, and in addition to all remedies now or after this allowed by law or provided elsewhere in this Agreement.

23.10 Waiver of Breach. If the Landlord waives any Lessee breach or default of any Agreement provision, the waiver will not be a continuing waiver or a waiver of Lessee's subsequent breach of the same or any other provision. The Landlord's acceptance of rent shall not be a waiver of any preceding breach by Lessee, other than the failure to pay the particular rent so accepted.

In the event the Landlord terminates the Lease Agreement due to Lessee default, the Landlord may exercise any right, remedy (in law or equity), or privilege which may be available to it under applicable laws of the State of California or any other applicable law or proceed by appropriate court action to enforce the terms of the Lease Agreement, or to recover direct, indirect, consequential, or incidental damages for the breach of the Lease Agreement.

24. <u>Termination of Agreement for Default and Removal of Personal Property.</u> In the event of a default, as defined in Section 23; the City may terminate the Lease at the expiration of the sixty (60) day period following the notice of termination pursuant to Section 23.5. Upon the expiration or earlier termination of this Lease, at Lessee's sole cost and expense, Lessee shall remove all of Lessee's personal property and all debris and waste material resulting from Lessee's activities. Lessee shall repair and restore the Leased Premises to the condition that existed prior to the Commencement Date. Lessee

shall repair and restore each Lessee improvement made to the Leased Premises pursuant to this Lease to the condition that existed at the time of completion of the respective improvement, ordinary wear and tear excepted. Lessee shall bear the entire cost of such removal, repair and restoration, and the City shall bear no liability for any costs caused or related to any expiration or termination of this Lease. In the event Lessee fails to comply with the requirements of this section, the City may elect to remove such personal property and effect such removal, repair or restoration as necessary and recover such costs and expenses from Lessee. Lessee shall pay such costs and expenses within 10 days of receipt of an invoice. Lessee's obligations under this section shall survive the expiration or termination of this Lease. Any amounts outstanding by Lessee will immediately become due and owing to the City.

24.1 If the City terminates the Lease for any reason other than default, Lessee may request the City reimbursement of the unamortized cost of the equipment purchased by Lessee (espresso machine(s) and POS system), depreciated straight line over the 60-month maximum term. Upon reimbursement, the equipment shall become property of the City.

25. <u>Representations of the City.</u> Prior to the Commencement Date, both Lessee and the City shall inspect the Leased Premises to determine the "as-is" condition. Neither the City, nor any agent of the City, has made any representation or promise with respect to the Leased Premises, except as herein expressly set forth. Execution of the Lease Agreement shall be conclusive evidence, as against Lessee, that the Leased Premises, were in good and satisfactory condition at the time of Lease Agreement was executed by both parties.

26. <u>Indemnification.</u> To the furthest extent allowed by law, Lessee shall indemnify, hold harmless and defend City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by City, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees, litigation expenses and cost to enforce this agreement), arising or alleged to have arisen directly or indirectly out of performance of this Agreement. Lessee's obligations under the preceding sentence shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused solely by the negligence, or caused by the willful misconduct, of City or any of its officers, officials, employees, agents or volunteers.

Lessee acknowledges that all Claims arising out of or in any way connected with releases or discharges of a Hazardous Substance, or the exacerbation of a Potential Environmental Hazard, occurring as a result of Lessee or in connection with Lessee's use or occupancy of the Property, Lessee's activities or the activities of any of Lessee's representatives, and all costs, expenses and liabilities for environmental investigations, monitoring, containment, abatement, removal, repair, cleanup, restoration, remediation and other response costs, including reasonable attorneys' fees and disbursements and any fines and penalties imposed for the violation of any Legal Requirements relating to the environment or human health, are expressly within the scope of the indemnity set forth above.

Lessee's use and occupancy of the Property shall be at Lessee's sole risk and expense. Lessee accepts all risk relating to Lessee's occupancy and use of the

Property. City shall not be liable to Lessee for, and Lessee hereby waives and releases City from, any and all liability, whether in contract, tort, strict liability or on any other basis, for any injury, damage, or loss resulting from or attributable to an occurrence on or about the Property.

Lessee shall, to the maximum extent permitted by law, indemnify, protect, defend and hold City harmless against claims, losses, costs (including attorneys' fees and costs), liabilities and damages resulting from the failure of Lessee, or any of Lessee's consultants, contractors or subcontractors, to comply with the insurance requirements set forth in this Agreement.

The provisions of this Section shall survive the expiration or termination of this Lease.

27. Assignment. Lessee shall not assign, sublet, or otherwise transfer this Lease Agreement, any right or interest in the Leased Premises without the City Manager's approval.

28. Surrender and Removal. Lessee agrees to surrender to the City, at the expiration of the Term of this Lease, or any extension thereof or period of holding over, or upon any sooner termination of the Term, the entire Leased Premises, and all alterations, repairs, improvements, furniture thereon, complete and in good condition and repair, reasonable use and wear thereof excepted. Lessee shall have the right to remove all personal property belonging to Lessee, including, without limitation, product inventory for the Café. Any of said personal property remaining on the Leased Premises after the expiration or sooner termination of the Term of this Lease Agreement, or any extension thereof or period of holding over, shall, at the City's election, become the property of the City. All damage done to the Leased Premises or any improvement thereon belonging to the City, by or during the removal by the City of said personal property, shall be repaired by Lessee at Lessee's expense.

29. Payments, Notices, and Demands.

All rents and other sums payable by Lessee to the City hereunder shall be delivered in person or mailed to:

The City of Fresno Utility Billing and Collections
Finance Department
Monthly City Hall Café Lease Payment
2600 Fresno Street
Fresno, California 93721

All Notices and Demands between the City and Lessee shall be delivered in person or mailed to:

To Lessee.

Culinary Studios, Inc.
c/o Attention: Vatche Moukhtarian
6737 N Palm Avenue
Fresno, CA 93704
Phone: (559) 709-2433

To the City:

City of Fresno

Docusign Envelope ID: 4F5CEE7A-D848-894C-80AF-0A05E4206938

c/o City Manager
2600 Fresno Street
Fresno, California 93721

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

30. Rules and Regulations. Lessee agrees during the life of this Lease, to comply with and conform to all rules, regulations, and ordinances of the City of Fresno and County of Fresno and all laws of the State of California and the United States, and all orders of any governmental agency which shall be applicable to Lessee's use of the said Leased Premises or the business thereon being conducted by Lessee. Nothing in this Lease shall be construed as a limitation on the City's police power.

Lessee acknowledges that Lessee, not the City, is responsible for determining applicability of and complying with all local, state, and federal laws. The City makes no express or implied representation as to the applicability or inapplicability of any such laws to this Lease or the parties, respective rights, or obligations hereunder.

31. Holding over. If Lessee fails to vacate and surrender the Leased Premises on or before the expiration or termination date, the Lease, at City's option, shall be deemed a tenancy from month to month, until the Lease is terminated in a matter prescribed by law. During any hold over, Lessee shall pay a monthly rent in the amount prescribed by Section No. 3.

32. Attorney's Fees. In the event any action, suit or proceeding is brought to collect any rental or other sums payable or to take possession of the Premises, or to enforce compliance with any of the covenants or conditions of this Lease, the party in whose favor final judgment is entered shall be entitled to reasonable attorneys' fees from the other party, to be fixed by the court in which judgment is entered, in addition to the ordinary costs of suit awarded to the prevailing party.

33. Nonwaiver. Any waiver by either party of any breach of covenant or condition required herein to be performed and observed shall not be deemed or considered a continuing waiver and shall not operate to prevent said party from declaring a default for any subsequent breach, either of the same covenant or condition, or otherwise.

34. Exclusive Venue. Exclusive venue in all actions arising under the Lease shall be and hereby is laid in Fresno County, California.

35. Time of Essence. Time is of the essence in this Lease Agreement.

36. Partial Invalidity. If a court finds any provision of this Lease Agreement to be invalid, void, or unenforceable, the provision will be severed from this Lease Agreement and the remaining provisions of this Lease Agreement will remain in effect.

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37. **Extent of Agreement.** This Lease Agreement represents the entire and integrated agreement between the parties and supersedes all prior negotiations, representations, or agreements, either written or oral. This Lease Agreement may be modified only by written instrument duly authorized and executed by both the City and Lessee.

38. **No Partnership.** The City does not, in any way or for any purpose by executing this Lease Agreement, become a partner of Lessee in the conduct of Lessee's café, or otherwise, or a joint venture partner, or a member of a joint-party enterprise with Lessee. Operation of the café, and any alterations, repairs, and improvements commissioned by the Lessee, will be at Lessee's sole cost and expense, without subsidy from the City.

39. **Amendments.** This Agreement may be amended only by a written agreement mutually agreed to and signed by all parties.

[SIGNATURES FOLLOW ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement at Fresno, California, on the day and year first above written.

CITY OF FRESNO,
A California municipal corporation

By: _____
Georgeanne A. White
City Manager

APPROVED AS TO FORM:
ANDREW JANZ
City Attorney

By: Signed by: Tricia Herrera 6/17/2026
6D03E4AD38E0466...
Tricia Herrera Date
Deputy City Attorney

ATTEST:
AMY K. ALLER,
City Clerk

By: _____

Deputy

CULINARY STUDIOS, INC., a California corporation, DBA Cracked Pepper Café

By: Signed by: Vatche Moukhtarian 6/16/2026
BDC01FB89CFD4AC...

Name: Vatche Moukhtarian

Title: president
(If corporation or LLC., Board Chair, Pres. or Vice Pres.)

By: DocuSigned by: Anna Moukhtarian 6/16/2026
AE6E10817928422...

Name: Anna Moukhtarian

Title: Owner
(If corporation or LLC., CFO, Treasurer, Secretary or Assistant Secretary)

REVIEWED BY:

_____

Addresses:
CITY:
The City of Fresno
c/o City Manager
2600 Fresno Street
Fresno, California 93721

LESSEE:
Culinary Studios, Inc.
c/o Attention: Vatche Moukhtarian
6737 N Palm Avenue
Fresno, CA 93704
Phone: (559) 709-2433

Attachments:
1. Exhibit A - Building Floor Plan
2. Exhibit B – Insurance Requirements
2. Exhibit C - Resolution 2022-097
3. Exhibit D – Leasehold Improvements
4. Exhibit E – Food Service Equipment List
5. Exhibit F – Sample Lease Commencement Letter

EXHIBIT A
BUILDING FLOOR PLAN

EXHIBIT B
INSURANCE REQUIREMENTS

INSURANCE REQUIREMENTS

(a) Throughout the life of this Agreement, LESSEE shall pay for and maintain in full force and effect all insurance as required herein with an insurance company(ies) either (i) admitted by the California Insurance Commissioner to do business in the State of California and rated no less than "A-VII" in the Best's Insurance Rating Guide, or (ii) as may be authorized in writing by LANDLORD'S Risk Manager or his/her designee at any time and in his/her sole discretion. The LANDLORD, its officers, officials, employees, agents and volunteers (hereinafter referred to collectively as "LANDLORD") requires policies of insurance as stated herein shall maintain limits of liability of not less than those amounts stated therein. However, the insurance limits available to LANDLORD, shall be the greater of the minimum limits specified therein or the full limit of any insurance proceeds to the named insured.

(b) If at any time during the life of the Agreement or any extension, LESSEE or any of its subcontractors fail to maintain any required insurance in full force and effect, all LESSEE activities shall be discontinued immediately until notice is received by LANDLORD that the required insurance has been restored to full force and effect without lapse in coverage. Any failure to maintain the required insurance shall be sufficient cause for LANDLORD to terminate this Agreement. No action taken by LANDLORD pursuant to this section shall in any way relieve LESSEE of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by LANDLORD that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

(c) The fact that insurance is obtained by LESSEE shall not be deemed to release or diminish the liability of LESSEE, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify LANDLORD shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by LESSEE. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of LESSEE, vendors, suppliers, invitees, contractors, subcontractors, or anyone employed directly or indirectly by any of them.

Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, providing liability coverage arising out of your business operations. The Commercial General Liability policy shall be written on an occurrence form and shall provide coverage for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-

owned equipment), products and completed operations, and contractual liability (including, without limitation, indemnity obligations under the Agreement) with limits of liability not less than those set forth under "Minimum Limits of Insurance."

2. The most current version of ISO *Commercial Auto Coverage Form CA 00 01, providing liability coverage arising out of the ownership, maintenance or use of automobiles in the course of your business operations. The Automobile Policy shall be written on an occurrence form and shall provide coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).

3. Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance.

MINIMUM LIMITS OF INSURANCE

LESSEE, or any party the LESSEE subcontracts/contracts with, shall maintain limits of liability of not less than those set forth below. However, insurance limits available to LANDLORD and each of their officers, officials, employees, agents and volunteers as additional insureds, shall be the greater of the minimum limits specified herein or the full limit of any insurance proceeds available to the named insured:

1. COMMERCIAL GENERAL LIABILITY :

   (i) $1,000,000 per occurrence for bodily injury and property damage;
   (ii) $1,000,000 per occurrence for personal and advertising injury;
   (iii) $2,000,000 aggregate for products and completed operations;
   (iv) $300,000 damage to premises rented to you and,
   (iv) $2,000,000 general aggregate applying separately to the Agreement.

2. COMMERCIAL AUTOMOBILE LIABILITY :

   $1,000,000 per accident for bodily injury and property damage.

3. WORKERS' COMPENSATION INSURANCE as required by the State of California with statutory limits and EMPLOYER'S LIABILITY with limits of liability not less than:

   (i) $1,000,000 each accident for bodily injury;
   (ii) $1,000,000 disease each employee; and,
   (iii) $1,000,000 disease policy limit.

4. PROPERTY: Limits of insurance in an amount equal to the full (100%) replacement cost (without deduction for depreciation) of LESSEE'S business property.

UMBRELLA OR EXCESS INSURANCE

In the event LESSEE purchases an Umbrella or Excess insurance policy(ies) to meet the "Minimum Limits of Insurance," this insurance policy(ies) shall "follow form" and afford no less coverage than the primary insurance policy(ies). In addition, such Umbrella or Excess insurance policy(ies) shall also apply on a primary and non-contributory basis for the benefit of the LANDLORD and each of their officers, officials, employees, agents and volunteers.

DEDUCTIBLES AND SELF-INSURED RETENTIONS

LESSEE shall be responsible for payment of any deductibles contained in any insurance policy(ies) required herein and LESSEE shall also be responsible for payment of any self-insured retentions.

OTHER INSURANCE PROVISIONS/ENDORSEMENTS

All policies of insurance required herein shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after thirty (30) calendar days written notice has been given to LANDLORD, except ten (10) days for nonpayment of premium. LESSEE is also responsible for providing written notice to the LANDLORD under the same terms and conditions. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, LESSEE shall furnish LANDLORD with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for LANDLORD, LESSEE shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy.

The Commercial General and Automobile Liability policies of insurance shall be endorsed to name LANDLORD, its officers, officials, employees, agents and volunteers as additional insureds.

LESSEE shall establish additional insured status for the Landlord and for all operations by use of ISO Form CG 20 11 04 13 or CG 20 26 04 13 or by an executed manuscript insurance company endorsement providing additional insured status as broad as that contained in ISO Form CG 20 11 04 13 or CG 20 26 04 13.

The Commercial General and Automobile Liability policies of insurance shall be endorsed so LESSEE's insurance shall be primary and no contribution shall be required of Landlord. Primary and Non Contributory coverage under the General Liability policy shall be as broad as that contained in ISO Form CG 20 01 04 13. The coverage shall contain no special limitations on the scope of protection afforded to LANDLORD, its officers, officials, employees, agents and volunteers.

Should any of the required policies provide that the defense costs are paid within the Limits of Liability, thereby reducing the available limits by any defense costs, then the requirement for the Limits of Liability of these polices will be twice the above stated limits.

All policies of insurance shall contain, or be endorsed to contain, a waiver of subrogation as to LANDLORD, its officers, officials, employees, agents and volunteers.

The property insurance policy is to contain, or be endorsed to contain, the following provisions:

1. Full replacement value of any permanent improvements on the Leased Premises, with the LANDLORD named as a Loss Payee.
2. The coverage shall contain:

    (i) No coinsurance penalty.
    (ii) No limitations or exclusions for vacancy of any part of the Premises.
    (iii) No special limitations on the scope of protection afforded to Landlord.

PROVIDING OF DOCUMENTS - LESSEE shall furnish LANDLORD with all certificate(s)

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and applicable endorsements effecting coverage required herein All certificates and applicable endorsements are to be received and approved by the LANDLORD'S Risk Manager or his/her designee prior to LANDLORD'S execution of the Agreement and before work commences. All non-ISO endorsements amending policy coverage shall be executed by a licensed and authorized agent or broker. Upon request of LANDLORD, LESSEE shall immediately furnish LANDLORD with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement. All subcontractors working under the direction of LESSEE shall also be required to provide all documents noted herein.

SUBCONTRACTORS - -If LESSEE subcontracts or contracts any or all of the services to be performed under this Agreement or any work on the premises, LESSEE shall be solely responsible for ensuring that its subcontractors maintain insurance coverage at levels no less than those required by applicable law and is customary in the relevant industry.

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EXHIBIT C
CITY OF FRESNO
RESOLUTION 2022-097

RESOLUTION NO. 2022-097

A RESOLUTION OF THE COUNCIL OF THE CITY OF FRESNO, CALIFORNIA, AMENDING AND RESTATING RESOLUTION NO. 2020-035 PROVIDING FOR REGULATIONS PURSUANT TO SECTION 9-2601(p) OF THE FRESNO MUNICIPAL CODE, RELATING TO THE USE AND POSSESSION OF WEAPONS AND SECURITY

WHEREAS, the Council previously adopted Resolution No. 2020-035 setting forth detailed security regulations to implement section 9-2601; and

WHEREAS, 9-2601(p) provides:

> The Council, by resolution, may provide for and publish further security regulations and/or exceptions to implement this section.

WHEREAS, the Council now desires to amend and restate the regulations set forth in Resolution 2020-035.

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

Resolution No. 2020-035 shall be amended and restated as follows:

1. City Hall Entrance Screening Stations - All persons not excepted by 9-2601 or this resolution entering the building are subject to search as follows:

a. Upon entrance to the building through the City Hall front entrance, all persons, except as provided herein, will be guided through the screening process by security personnel.

b. The security screening process requires and includes, but is not limited to, passage through a metal detector device, a hand-wand, or manual inspection.

c. Persons can expect to empty their pockets and place all contents into a container for screening by visual inspection, an X-ray device or similar technology.

Date Adopted: 04/28/2022
Date Approved: 05/06/2022
Effective Date: 05/06/2022

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d. Items such as overcoats, purses, briefcases, backpacks, parcels and other hand-carried objects will also be subjected to screening by an X-ray device or similar technology.

e. If screening devices detect items that may be prohibited in the building, security personnel will conduct additional hand-wand and/or physical screening as necessary to verify.

f. Security personnel may also conduct hand-wand and/or physical screening as necessary in the event of a screening device malfunction.

g. Individuals possessing prohibited items will be advised to remove the item from the building or surrender it to security staff for disposal before entrance into the building is permitted.

h. Upon completion of the screening process, persons will be able to collect any personal belongings and enter the building.

i. If individuals exit the building and return, they will go through the security screening process again.

j. City Facilities Management personnel shall have the responsibility and authority to screen large or bulky items using a suitable method when it is not possible or practical to screen the items per the methods listed in this resolution. Reasonable caution shall be exercised to minimize a safety or security risk.

2. Section 1 shall not apply to the following persons, who shall instead be subject to the following regulations:

a. City employees shall present their electronic identification cards for inspection and visual and/or electronic verification. If employees are not in possession of

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their electronic identification card, they shall be subjected to the same screening process as members of the public entering the building.

b City Public Safety personnel (police and fire) shall have the ability to access the building and bypass security to address emergencies or immediate safety and security risks or threats.

c. Maintenance employees or contractors who work at City Hall during non-business hours are not required to be screened, but City staff shall take reasonable measures to ensure they are not bringing prohibited items into the building.

3. Pursuant to and subject to the provisions of 9-2601, prohibited items include:

a. Weapons, but are not limited to firearms, stun guns or tasers, switch blade knives/gravity knives having a blade longer than two inches, tear gas, and explosives. Any item or article having the potential to inflict or cause physical harm shall be inspected to determine whether it has been filed, sharpened, honed, or in any other manner altered to the extent that it meets the definition of prohibited weapons as defined in Penal Code Sections 12020 and 171b. However, this policy shall not exclude entrants to City Hall from carrying bona fide religious articles of faith (such as a Sikh kirpan) so long as: (1) such articles are secured in a protective sheath; (2) carried in a discrete manner; and (2) do not exceed a blade length of seven inches.

b. Peace officers, as provided in 9-2601, will be allowed to possess employer approved firearms and other weapons in a manner consistent with their employment duties, requirements, and limitations.

c. The following are also prohibited, and signs shall be clearly posted

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at all entrances to City Hall stating they are prohibited:

Batons	Handcuffs/Handcuff Keys	Sharp Metal Cans
Box Cutters	Knitting/Craft Needles	Spray Paint
Ammunition	Knives/Pocket Knives	Razor Blades
Corkscrews	Keychain Weapons	Scissors
Illegal Drugs	Large Glass Bottles	Silverware
Drug Paraphernalia	Large Spray Cans	Stun Guns
Explosives	Laser Pointers	Tools of Any Kind
Replica or Toy Guns	Leatherman Tools	Torch Lighters
Mace or Pepper Spray		

d. Building security personnel and City peace officers shall have the authority to prohibit additional items that may pose a safety or security risk on a case-by-case basis.

e. For City employees and contractors hired by the City, items necessary and appropriate to perform a job function or for food preparation and consumption, such as tools, scissors, kitchen utensils, shall be allowed. Nonetheless, except for the food concessions contractor, any knife with a blade exceeding three inches in length shall be blunt or round tipped only. City Facilities Management personnel shall exercise reasonable caution in allowing items to be brought into the building to minimize safety or security risk associated with doing so.

f. Any prohibited item that may be in the possession or control of a City official or employee within City Hall prior to the effective date of this resolution shall be removed from City Hall by the effective date of this resolution.

g. The City Manager may issue additional regulations in consultation with the Police Chief and determination by the City Attorney that the additional regulations are not inconsistent with the Fresno Municipal Code and this resolution. This may include identifying entrances and exits designated for City employee and officials, and those

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available to the public.

3. Pursuant to 9-2601(l), Councilmembers, their Chiefs of Staff, and Council Assistants shall have continuous electronic key card access to the following areas of City Hall controlled by key card access: Council offices area; all hallways; Council chambers; the City Attorneys' offices; the City Clerk's offices; all stairwells; all external doorways; meeting rooms that Council offices typically utilize for meetings and events. This section does not necessarily grant access to specific offices with keyed locks or specific security requirements (e.g. server rooms/secured records/cash handling areas). Despite having access, no person shall utilize that access for any improper purpose.

4. Pursuant to 9-2601(k)(2), Charter officials may allow guests who will be accompanying them in City Hall (not simply granting entry) to enter with them without passing through security; however the officials shall take reasonable measures to ensure the guests are not in possession of items prohibited in the building.

5. For the purposes of 9-2601 and this resolution, "Charter officials" shall include sitting Fresno City Councilmembers, the Mayor, City Manager, City Clerk, City Attorney, and City Controller.

6. Any City official or employee, other than Charter officials, or employees exempted pursuant to paragraph 7(d) below, desiring entry to City Hall outside of regular business hours, 7 a.m. to 6 p.m. Monday through Friday, excepting holidays (or earlier morning hours or later evening hours, as may be established), should make prior arrangements for entry through security. If a public meeting is to take place outside of regular business hours, persons attending the meeting who are not otherwise exempt under this Resolution, shall pass through security, and prior arrangements shall be made

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for security services.

7. The construction of the fence described in 9-2601(m), shall be constructed as soon as the procurement and construction process can take place, and Council shall be kept informed of the progress and anticipated timeline of completion. The fenced area shall also provide for emergency pedestrian fire exit from that area. All persons who have entered City Hall through security may also exit through the fenced area; however, no person shall allow unauthorized entry access to anyone from the exterior gates or doors.

8. The City Manager may establish security regulations for other City facilities that are not inconsistent with any City ordinance or Council resolution, as may be published in an Administrative Order.

9. Council hereby directs the Administration, Staff, and the City Attorney to take all actions necessary to implement this resolution, which may include returning to Council for such further approvals as required, including any amendments to the Annual Appropriation Resolution or contract approvals.

These regulations shall become effective concurrently with the effective date of the amendments to FMC 9-2601 approved by the Council on January 30, 2020.

* * * * * * * * * * * * * * *

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

I, TODD STERMER, City Clerk of the City of Fresno, certify that the foregoing Resolution was adopted by the Council of the City of Fresno, California, at a regular meeting thereof, held on the 28th Day of April, 2022.

AYES :Soria, Arias, Maxwell, Esparza
NOES :Karassi, Bredefeld
ABSENT :Chavez
ABSTAIN :None

Mayor Approval: May 6th, 2022
Mayor Approval/No Return: N/A, 2022
Mayor Veto: N/A, 2022
Council Override Veto: N/A, 2022

TODD STERMER, CMC
City Clerk

BY: 5-9-2022
Deputy Date

APPROVED AS TO FORM:
DOUGLAS T. SLOAN
City Attorney

By: 5/9/22
Doug Sloan Date
City Attorney

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April 29, 2022

Council Adoption: 4/28/2022
Mayor Approval:
Mayor Veto:
Override Request:

TO: MAYOR JERRY DYER

FROM TODD STERMER, CMC
City Council

SUBJECT: TRANSMITTAL OF COUNCIL ACTION FOR APPROVAL OR VETO

At the City Council meeting of April 28, 2022, Council adopted the attached Resolution No. 2022-097, ***RESOLUTION - **Amending Resolution No. 2020-035 relating to the use and possession of weapons and security (Subject to Mayor's Veto).** Item 1-K, File ID 22-656, by the following vote:

Ayes	:	Soria, Arias, Maxwell, Esparza
Noes	:	Karbassi, Bredefeld
Absent	:	Chavez
Abstain	:	None

Please indicate either your formal approval or veto by completing the following sections and executing and dating your action. Please file the completed memo with the Clerk's office on or before May 9, 2022. In computing the ten day period required by Charter, the first day has been excluded and the tenth day has been included unless the 10th day is a Saturday, Sunday, or holiday, in which case it has also been excluded. Failure to file this memo with the Clerk's office within the required time limit shall constitute approval of the ordinance, resolution or action, and it shall take effect without the Mayor's signed approval.

APPROVED /NO RETURN: _____

VETOED for the following reasons: (Written objections are required by Charter; attach additional sheets if necessary.)

_____

_____

_____ Date: 5/5/22

Jerry Dyer, Mayor

COUNCIL OVERRIDE ACTION: Date: _____

Ayes :
Noes :
Absent :
Abstain :

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2022 MAY -6 P 1:26
CITY OF FRESNO
CITY CLERK'S OFFICE

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EXHIBIT D
LEASEHOLD IMPROVEMENTS
(Attached)

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EXHIBIT E
FOOD SERVICE EQUIPMENT LIST
(Attached)

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EXHIBIT F
SAMPLE LEASE COMMENCEMENT LETTER

Date: _____

Re: Lease dated as of _____, 2026, by and between the CITY OF FRESNO ("City"), and Culinary Studios, Inc., a California corporation, DBA Cracked Pepper Cafe ("Lessee"), for approximately 1,852 gross square feet of commercial café space located in Suite 1018 at 2600 Fresno Street, Fresno, California, 92721.

Dear Vatche:

In accordance with the terms and conditions of the above referenced Lease, Lessee accepts possession of the Premises and agrees:

1. The Commencement Date of the Lease is _____; and

2. The Expiration Date of the Lease is _____, unless extended under Section 2 of the Lease Agreement.

Please acknowledge your acceptance of possession and agreement to the terms set forth above by signing this Commencement Letter in the space provided and returning one fully executed original copy to my attention.

Agreed and Accepted:

_____
Georgeanne A. White
City Manager

Lessee: _____

By: _____
Name: _____
Title: _____

[EXHIBIT - - DO NOT SIGN]