



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, March 22, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

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

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

- E. Pledge of Allegiance

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

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

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Introduction of Promoted and Newly Hired Police Personnel (JG)
- B. Animal Control Appreciation Week (JG)
- C. Telecommunications Week (JG)
- D. National Crime Victim Rights Week (JG)
- E. Kannami Celebration of 60th Year Anniversary (MR)

4. REQUEST TO ADDRESS COUNCIL

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

5. CONSENT CALENDAR

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

A. **SUBJECT:** Minutes - March 8, 2023 (MR)

RECOMMENDATION: Council adopt minutes as presented.

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

1. Nos. 26210-26319 \$808,364.74.14 ACH \$134,134.37

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

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

02/05/23 - 02/18/2023: \$181,186.34; Retro Pay & Other: \$355.71; Overtime: \$7,705.04; Standby: \$1,677.35; Comp Time Earned: 13.50

RECOMMENDATION: Council approve as presented.

D. **SUBJECT:** Resolution Approving Agreement with Family Healing Center (JG)

RECOMMENDATION: Council by motion adopt resolution approving Memorandum of Understanding with Family Healing Center.

E. **SUBJECT:** Resolution Approving Pipeline Crossing Agreement with Union Pacific Railroad Company for New Sewer Main Crossing in Goldenrod Avenue (JJ)

RECOMMENDATION: Council adopt the attached resolution approving a Pipeline Crossing Agreement with Union Pacific Railroad Company for a new sewer main crossing in Goldenrod Avenue and authorize the City Manager to sign the Agreement.

F. **SUBJECT:** Annual Agreement with the Kerman Unified School District for School Resource Officers (JG)

RECOMMENDATION: Council by motion adopt resolution approving agreement with the Kerman Unified School District for School Resource Officers for FY 2023-2024.

G. **SUBJECT:** Annual Progress Report for the General Plan and Housing Element (JRO)

RECOMMENDATION: Council by motion, adopt a resolution accepting the 2022 Annual Progress Report for the General Plan and Housing Element, and authorizing submittal to the State Department of Housing and Community Development and the Governor's Office of Planning and Research including adopting a finding of a Categorical Exemption pursuant to Section 15306 of CEQA Guidelines.

H. **SUBJECT:** Maintenance Agreement with California Department of Transportation for Gateway Monument Sign Located at State Route 145 and W. Jensen Avenue Roundabout (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving the Kerman Gateway Monument Maintenance Agreement with the State of California.

6. PUBLIC HEARINGS

None.

7. DEPARTMENT REPORTS

A. **SUBJECT:** Appointing Members to the Sales Tax Oversight Committee (MR)

RECOMMENDATION: Council by motion adopt resolution appointing applicants and selected member to the Sales Tax Oversight Committee.

B. **SUBJECT:** Award of Contract for the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) to Emmett Valley Construction, Inc. (JJ)

RECOMMENDATION: Council by motion adopt the resolution awarding the contract for the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) to Emmett Valley Construction, Inc. in the amount of \$351,738.00 and authorize the City Manager to sign the contract.

C. **SUBJECT:** Update on Utility Account Delinquencies with Possible Direction to Staff (JA)

RECOMMENDATION: Receive report on utility account delinquencies and provide direction to staff if any.

D. **SUBJECT:** Mid-Year Budget Status Report Fiscal Year 2022-2023 (JA)

RECOMMENDATION: Council review the Mid-Year Budget Report and approve resolution adopting revisions to the Fiscal Year 2022-2023 Budget.

E. **SUBJECT:** Consideration of Rescheduling or Cancelling the April 12, 2023, Regular Council Meeting (MR)

RECOMMENDATION: Council consider cancelling the April 12, 2023, meeting for possible lack of quorum, or reschedule to alternate date.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

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

10. CLOSED SESSION

None

11. ADJOURNMENT

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

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

AGENDA POSTING CERTIFICATION

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

Date: March 17, 2023 /s/ Marci Reyes, City Clerk



NATIONAL ANIMAL CARE AND CONTROL APPRECIATION WEEK
April 9–15, 2023

WHEREAS, the care and safety of our community's pets and other animals is paramount; and,

WHEREAS, when an animal is in need the prompt response of a dedicated Animal Control Officer and caring personnel is needed; and,

WHEREAS, the safety of our pets is dependent upon the quality and diligence of our Animal Control Officer; and,

WHEREAS, Animal Control Officers are the often the first and most critical contact our citizens have with animal care and control services; and,

WHEREAS, Animal Control Officers are a vital link for our community and lost pets, animals in need, or animals presenting a risk to the community; and,

WHEREAS, our Animal Control Officer has contributed substantially to the proper care, control, and treatment of lost pets and other animals; and,

WHEREAS, our Animal Control Officer has exhibited compassion, understanding and professionalism during the performance of his job in the past year;

THEREFORE BE IT RESOLVED that the City Council of Kerman declares the week of April 9 through 15, 2023, to be National Animal Care and Control Appreciation Week in Kerman, in honor of the diligence and professionalism Animal Control Officer Mario Irazoqui, members of the City of Kerman staff, citizen volunteers, and especially the Friends of Kerman Animal Services have demonstrated in the care and custody of our community's pets and other animals.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 22nd day of March, 2023.

 Maria Pacheco
 Mayor



NATIONAL PUBLIC SAFETY TELECOMMUNICATORS WEEK
April 9-15, 2023

WHEREAS, emergencies can occur at any time that require police, fire or emergency medical services; and,

WHEREAS, when an emergency occurs the prompt response of police officers, firefighters and paramedics is critical to the protection of life and preservation of property; and,

WHEREAS, the safety of our police officers and first responders is dependent upon the quality and accuracy of information obtained from citizens who telephone the Kerman police communications center contracted to the Fresno County Sheriff's Office; and,

WHEREAS, Public Safety Telecommunicators are the first and most critical contact our citizens have with emergency services; and,

WHEREAS, Public Safety Telecommunicators are the single vital link for our police officers by monitoring their activities by radio, providing them information and insuring their safety; and,

WHEREAS, Public Safety Telecommunicators of the Fresno County Sheriff's Office have contributed substantially to the apprehension of criminals, suppression of fires and treatment of patients; and,

WHEREAS, each dispatcher has exhibited compassion, understanding and professionalism during the performance of their job in the past year;

THEREFORE BE IT RESOLVED that the City Council of Kerman declares the week of April 9 through 15, 2023, to be National Public Safety Telecommunicators Week in Kerman, in honor of the men and women whose diligence and professionalism keep our city and citizens safe.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 22nd day of March, 2023.

 Maria Pacheco
 Mayor



National Crime Victim's Rights Week 2023

WHEREAS, the victims' rights movement has resulted in the passage of laws at the local, state, and federal levels that established essential rights for victims; and

WHEREAS, crime victims' rights acts passed here in California and at the Federal level have provided victims with way to participate meaningfully throughout the criminal justice process; and

WHEREAS, the rights of crime victims are best protected when all participants in the criminal justice process-not only victims-are appropriately educated about victims' rights; and

WHEREAS, supporting victims of crime is crucial to the U.S. Justice System because our support honors the experiences of victims and allows them to find autonomy and empowerment through achieving self-defined goals; and

WHEREAS, we must help victims access the justice, assistance, and support they need to rebuild their lives; and

WHEREAS, we are determined to respond to crime and violence by helping victims find not only support, recovery, and justice, but also a sense of hope for their future; and

WHEREAS, The Kerman Police Department is hereby dedicated to strengthening victims and survivors in the aftermath of a crime, building resilience in our communities and our victim service providers, and bringing hope and healing to all victims and survivors.

NOW THEREFORE, BE IT RESOLVED that the Kerman City Council hereby proclaims April 23 – 29, 2022, as National Crime Victims' Rights Week in the City of Kerman.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 22nd day of March 2022.

Maria Pacheco
Mayor



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, March 08, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome - Mayor
- B. Call to Order - **6:04 p.m.**
- C. Roll Call - **All present except Council Member Coleman.**
- D. Invocation - **City Clerk**
- E. Pledge of Allegiance – **Performed**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion made by Mayor Pro Tem Nijjer, Seconded by Council Member Yep. Voting Yea: Mayor Pacheco, Council Member Herrera

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Hector Corral, Representative, California Public Utilities Commission – **Presented**

4. REQUEST TO ADDRESS COUNCIL – None

5. CONSENT CALENDAR

Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer. Voting Yea: Mayor Pacheco, Council Member Herrera

- A. **SUBJECT:** Minutes - February 22, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented.

- B. **SUBJECT:** Payroll

01/22/23 - 02/04/23: \$172,026.46; Retro Pay & Other: \$87.83; Overtime: \$8,223.47; Standby: \$1,181.63; Comp Time Earned: 39.75

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 26122-26209 \$486,194.16 ACH \$82,238.92

RECOMMENDATION: Council approves warrants and electronic bank transfers as presented.

6. PUBLIC HEARINGS – None

A. SUBJECT: Consideration of Mitigated Negative Declaration under the California Environmental Quality Act (CEQA) for Kerman Sewer System Improvements Project (MB)

RECOMMENDATION: Staff recommends Council conduct public hearing and approve Resolution adopting the Mitigated Negative Declaration for the Kerman Sewer System Improvements Project.

Opened/Closed PH. Motion made by Council Member Yep, Seconded by Council Member Herrera. Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer Res 23-15

7. DEPARTMENT REPORTS

A. SUBJECT: Resolution Approving License Agreement with Kerman Community Food Bank for use of Caring Center located at 14660 W. D Street Adjacent to Kerman Senior Center (TJ)

RECOMMENDATION: Council by motion to adopt resolution approving license agreement with Kerman Community Food Bank for use of Caring Center located at 14660 W. D. Street adjacent to Kerman Senior Center.

Motion made by Council Member Herrera, Seconded by Council Member Yep. Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer Res 23-16

8. CITY MANAGER/STAFF COMMUNICATIONS

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

A. SJV REAP Committee - Council Member Yep

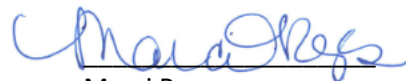
10. CLOSED SESSION – None

11. ADJOURNMENT - 7:17 p.m.

MINUTES CERTIFICATION

I, MARCI REYES, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that the above Minutes are a true depiction of all actions taken at the City Council meeting held on the first date above written at Kerman City Hall, 850 S. Madera Ave, Kerman, CA.

Date: March 9, 2023



Marci Reyes
City Clerk

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
Printed: 3/15/2023 2:47 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
26210	UB*01634	CANDICE BURCIAGA Refund Check 017608-000, 585 S SISKIYOU A'	03/02/2023	87.57
Total for Check Number 26210:				87.57
26211	UB*01636	BILL & PAULA CARVALHO Refund Check 006015-000, 15385 W KEARNE' Refund Check 006015-000, 15385 W KEARNE' Refund Check 006015-000, 15385 W KEARNE' Refund Check 006015-000, 15385 W KEARNE' Refund Check 006015-000, 15385 W KEARNE' Refund Check 006015-000, 15385 W KEARNE' Refund Check 006015-000, 15385 W KEARNE'	03/02/2023	10.87 19.37 0.70 13.38 3.99 1.12 18.47
Total for Check Number 26211:				67.90
26212	UB*01640	JUAN DIEGO CASTILLO Refund Check 016794-000, 633 1/2 S 8TH ST	03/02/2023	132.32
Total for Check Number 26212:				132.32
26213	UB*01639	RAMON CHAVEZ JR Refund Check 011330-009, 443 S ALMOND AV Refund Check 011330-009, 443 S ALMOND AV Refund Check 011330-009, 443 S ALMOND AV Refund Check 011330-009, 443 S ALMOND AV Refund Check 011330-009, 443 S ALMOND AV Refund Check 011330-009, 443 S ALMOND AV	03/02/2023	13.38 10.87 19.37 1.12 0.53 18.47
Total for Check Number 26213:				63.74
26214	UB*01635	CANDELARIA GUERRERO Refund Check 007070-000, 265 S MERLOT AV Refund Check 007070-000, 265 S MERLOT AV	03/02/2023	7.32 0.18
Total for Check Number 26214:				7.50
26215	UB*01637	KERMAN UNITED METHODIST CHUR Refund Check 013480-000, 443 S PARK AVE Refund Check 013480-000, 443 S PARK AVE Refund Check 013480-000, 443 S PARK AVE Refund Check 013480-000, 443 S PARK AVE Refund Check 013480-000, 443 S PARK AVE Refund Check 013480-000, 443 S PARK AVE Refund Check 013480-000, 443 S PARK AVE	03/02/2023	12.94 21.98 88.56 0.83 1.33 23.06 15.93
Total for Check Number 26215:				164.63
26216	UB*01638	EDUARDO PULIDO Refund Check 018220-000, 311 S MADERA AV Refund Check 018220-000, 311 S MADERA AV	03/02/2023	148.65 7.77

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
		Refund Check 018220-000, 311 S MADERA AV		13.84
		Refund Check 018220-000, 311 S MADERA AV		3.05
		Refund Check 018220-000, 311 S MADERA AV		11.42
			Total for Check Number 26216:	184.73
26217	12212 IN1262790	AM CONSERVATION GROUP INC WTR CONSRV- SHOWER TIMERS	03/02/2023	610.13
			Total for Check Number 26217:	610.13
26218	11494 INUS138873 INUS138873 INUS138873 INUS138904 INUS138904	AXON ENTERPRISES INC PD- 2021 TASER 7 CERTIFICATION BUNDL PD- SALES TAX CREDIT PD- TRANSFER CREDIT-GOOD PD- HOOK AND LOOP TRAINING SUIT SAL PD- 2021 TASER 7 CERTIFICATION BUNDL	03/02/2023	1,909.38 -19.15 -592.50 1,742.11 18,329.78
			Total for Check Number 26218:	21,369.62
26219	11355 80119879 80119879	BADGER METER FIN- BEACON HOSTING SERV UNIT FEB 20 FIN- BEACON HOSTING SERV UNIT FEB 20	03/02/2023	115.08 115.08
			Total for Check Number 26219:	230.16
26220	10054 230440017207	BLUE SHIELD OF CALIFORNIA HR- MARCH MEDICAL COVERAGE	03/02/2023	46,648.59
			Total for Check Number 26220:	46,648.59
26221	12348 7868725	BRADY INDUSTRIES CS- DISINFECTANT VET & KENNEL - ANIM	03/02/2023	104.23
			Total for Check Number 26221:	104.23
26222	12306 4298	BRYCE CONSULTING HR- HUMAN RESOURCES TECHNICAL SER	03/02/2023	3,240.00
			Total for Check Number 26222:	3,240.00
26223	10078 0195001403-01 200000001759283	CALIFORNIA STATE DISBURSEMENT C WITHHOLDING ORDER P/R DATE 02/24/2 C WITHHOLDING ORDER P/R DATE 02/24/2	03/02/2023	319.93 305.07
			Total for Check Number 26223:	625.00
26224	10079 110130 110131	CAMCO SD- WEED SPRAYING SUPPLIES VE EQUIP- REPAIR TO WEED SPRAYER	03/02/2023	225.54 406.31
			Total for Check Number 26224:	631.85
26225	10082 INV114770	CARROT-TOP INDUSTRIES INC CS- 8 X 12 US FLAG- PLAZA PARK	03/02/2023	328.50
			Total for Check Number 26225:	328.50
26226	10085 GX76496	CDW GOVERNMENT TECH- PD TOUGHBOOK KEYBOARDS PAR	03/02/2023	1,991.45
			Total for Check Number 26226:	1,991.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26227	11981 AO-39086-1	CENTRAL CALIFORNIA FOOD BANK CDBG- PURCHASE OF FOOD FOR COVID 1	03/02/2023	2,789.69
Total for Check Number 26227:				2,789.69
26228	12315 24937	CENTRAL CALIFORNIA SPCA AAC- 1 FERAL FELINE OVARIOHYSTEREC	03/02/2023	168.00
Total for Check Number 26228:				168.00
26229	12109 UFC0123-460	CLEARSOURCE FINANCIAL CONSULT FIN- FEE STUDY PROGRESS INVOICE 3 FIN	03/02/2023	2,970.00
Total for Check Number 26229:				2,970.00
26230	12361 8798/PPR 01 8798/PPR 01	COASTAL MOUNTAIN ELECTRIC CAP- WELL 14 EMERG GEN- PMT PPR 01 CAP- WELL 14 EMERG GEN- PMT PPR 01	03/02/2023	300,000.00 60,421.92
Total for Check Number 26230:				360,421.92
26231	10103 34202050301391 34202050301391	COLONIAL LIFE HR- FEBRUARY EMPLOYEE CONTRIBUTIO HR- ROUNDING ADJ	03/02/2023	604.12 -0.03
Total for Check Number 26231:				604.09
26232	10104 815550021014764 815550021026546 815550021026546	COMCAST FIN- TECHNOLOGY SERVICES 02/14/23-03/ FIN- TECHNOLOGY SERVICES 02/14/23-03/ FIN- TECHNOLOGY SERVICES 02/14/23-03/	03/02/2023	191.20 153.64 153.64
Total for Check Number 26232:				498.48
26233	11498 164362710	COMCAST CABLE COMMUNICATIONS PD- FEB ETHERNET SERVICES	03/02/2023	712.45
Total for Check Number 26233:				712.45
26234	10107 2574-1040329 2574-1040771	CONSOLIDATED ELECTRICAL DISTRI STRTS- STREETLIGHT REPAIR SUPPLIES CTC- DIMMER SWITCH CARD- CTC	03/02/2023	776.11 509.25
Total for Check Number 26234:				1,285.36
26235	10114 118145 118160	CROWN SHORT LOAD CONCRETE SDWLK REP- CONCRETE- 275 MADERA AV SDWLK REP- CONCRETE- 275 MADERA AV	03/02/2023	805.33 597.18
Total for Check Number 26235:				1,402.51
26236	10571 492899 493836	DITCH WITCH VE EQUIP- HOSE FOR MUD VAC VE EQUIP- PARTS FOR MUD VAC	03/02/2023	640.10 740.78
Total for Check Number 26236:				1,380.88
26237	12362 23-136	EDUCATION & OUTREACH COMPANY WTR CONSRV- STICKERS PAPER	03/02/2023	353.31
Total for Check Number 26237:				353.31
26238	12349	ELK GROVE AUTO-WINNER CHEVROI	03/02/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	0006196	VE CAP- 2023 CHEVROLET TAHOE K1500		4,089.86
	0006196	VE CAP- 2023 CHEVROLET TAHOE K1500		45,387.00
	0006196	VE CAP- 2023 CHEVROLET TAHOE K1500		85.00
			Total for Check Number 26238:	49,561.86
26239	10151 18669228	EWING IRRIGATION PRODUCTS MEDIANS- IRRIGATION SUPPLIES	03/02/2023	477.39
			Total for Check Number 26239:	477.39
26240	12312 002009	EXTREME CONNECTIONS VE REP- STEREO BACK UP CAMERA #1391	03/02/2023	493.02
			Total for Check Number 26240:	493.02
26241	11398 FRES-96605	FASTSIGNS CS- PARK SIGN RULES REG (4)- KERCKHO	03/02/2023	357.23
			Total for Check Number 26241:	357.23
26242	10157 1771716	FERGUSON ENTERPRISES INC SWR- SEWER LINE PLUGS	03/02/2023	446.02
			Total for Check Number 26242:	446.02
26243	11550 #2022-5723	FRESNO COUNTY SHERIFFS OFFICE - C FTB-WAGE GARNISHMENT P/R DATE 02/	03/02/2023	137.00
			Total for Check Number 26243:	137.00
26244	10176 023516153 023516153	GALLS LLC SWR- 5- FLASHLIGHTS WTR- 5- FLASHLIGHTS	03/02/2023	345.41 345.41
			Total for Check Number 26244:	690.82
26245	12352 00328256	DANIEL GARCIA CTC- SH DEPOSIT 02/19/23	03/02/2023	100.00
			Total for Check Number 26245:	100.00
26246	11642 00326599	HUMBERTO GASTELUM CTC- SH DEPOSIT 02/26/23	03/02/2023	100.00
			Total for Check Number 26246:	100.00
26247	10185 9616815941 9620016619 9621421099	GRAINGER CS- LIGHT BULBS- CH EXTERIOR CS- CFL BALLAST & BULBS- COUNCIL CH CS- FLUORESCENT LIGHT BULBS- KPD	03/02/2023	168.43 600.85 52.29
			Total for Check Number 26247:	821.57
26248	11358 33338480	GREAT AMERICA FINANCIAL SERVICE VE- LANIER MPC307 FLEET SHOP- JAN	03/02/2023	223.67
			Total for Check Number 26248:	223.67
26249	10191 CVW29543 CVW29549	H & J CHEVROLET INC VE REP- FUEL PUMP #1373 VE REP- MODULE KIT #1373	03/02/2023	435.68 488.94

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 26249:	924.62
26250	12363 00327117	JULIAN HERNANDEZ CTC- SH DEPOSIT 02/18/23	03/02/2023	100.00
			Total for Check Number 26250:	100.00
26251	10201 1V203717	HORIZON PARKS- FINALE GYPSUM DIMENSION	03/02/2023	2,706.04
			Total for Check Number 26251:	2,706.04
26252	10514 16884 16901	ICAD INC WTR- SERVICE WORK-SCADA SRV #25701 WTR- TROUBLESHOOT PLC WELL 14	03/02/2023	585.00 637.50
			Total for Check Number 26252:	1,222.50
26253	10219 659988 661837	JENSEN & PILEGARD INC VE EQUIP- POLE SAW & CHAIN SAW PART VE EQUIP- SHARPEN TRIMMER BLADES	03/02/2023	349.17 175.44
			Total for Check Number 26253:	524.61
26254	10239 23005 23047	KERWEST INC CC- PN ADOPT NEW USER REG FEES CC- ORD 22-01 SUMMARY	03/02/2023	182.00 266.00
			Total for Check Number 26254:	448.00
26255	12360 1434	MARLOW AG LOGISTICS SWR- SLUDGE STOCKPILING	03/02/2023	510.00
			Total for Check Number 26255:	510.00
26256	10265 022123	MONTOY LAW CORPORATION CC- CC- JANUARY LEGAL FEES	03/02/2023	9,555.00
			Total for Check Number 26256:	9,555.00
26257	10272 001491984403 001491984403 001491984403 001491984403	MUTUAL OF OMAHA HR- MARCH LTD INS EMPLOYER HR- MARCH LIFE INSURANCE HR- MARCH LTD INS EMPLOYEE HR- MARCH VOLUNTARY LIFE	03/02/2023	561.36 474.50 561.35 1,147.08
			Total for Check Number 26257:	2,744.29
26258	12364 00327119	ANDREA NEGRETE CTC- SH DEPOSIT 02/25/23	03/02/2023	100.00
			Total for Check Number 26258:	100.00
26259	10282 277066938-001 282875013-001 283109386-001 287958379-001 291610151-001 291610151-001 291657418-001	OFFICE DEPOT CS- HDMI CORD 50 FT- RETURN ANIMAL S CS- OFFICE SUPPLIES- REC ADMIN CS- ANTI BACTERIAL WIPES- REC ADMIN CS- SANITIZE SPRAY- JANITORIAL SUPPLI CS- HDMI CORD CS- PENS- SC CS- PENS- SC	03/02/2023	-65.37 63.43 36.53 79.07 43.56 5.72 11.42

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26259:				174.36
26260	10289	P.G.& E.	03/02/2023	
	4055166878-9	LLD- MONTHLY SERVICE 122822-012623		4,645.19
	8970493475-4	PARKS- GAS CORRECTIONS		-14.94
	8970493475-4	PARKS- KERCKHOFF PARK 010823-020723		8.38
	8970493475-4	PARKS- KERCKHOFF PARK 010823-020723		10.18
Total for Check Number 26260:				4,648.81
26261	12365	PHIL PEREZ	03/02/2023	
	022823	PROFESSIONAL PICTURES FOR WEBSITE		10.71
	022823	PROFESSIONAL PICTURES FOR WEBSITE		26.79
	022823	PROFESSIONAL PICTURES FOR WEBSITE		53.57
	022823	PROFESSIONAL PICTURES FOR WEBSITE		10.71
	022823	PROFESSIONAL PICTURES FOR WEBSITE		10.71
	022823	PROFESSIONAL PICTURES FOR WEBSITE		21.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE		21.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE		107.14
	022823	PROFESSIONAL PICTURES FOR WEBSITE		26.79
	022823	PROFESSIONAL PICTURES FOR WEBSITE		96.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE		21.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE		21.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE		21.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE		107.15
	022823	PROFESSIONAL PICTURES FOR WEBSITE		21.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE		10.71
	022823	PROFESSIONAL PICTURES FOR WEBSITE		10.71
	022823	PROFESSIONAL PICTURES FOR WEBSITE		26.79
	022823	PROFESSIONAL PICTURES FOR WEBSITE		21.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE		10.71
	022823	PROFESSIONAL PICTURES FOR WEBSITE		10.71
	022823	PROFESSIONAL PICTURES FOR WEBSITE		53.57
	022823	PROFESSIONAL PICTURES FOR WEBSITE		26.79
Total for Check Number 26261:				750.00
26262	10316	R G EQUIPMENT OF FRESNO INC	03/02/2023	
	138764	VE EQUIP- STARTER FOR TORO MOWER		226.44
	139124	SM EQUIP- BLADES AND BELTS FOR TORC		568.51
Total for Check Number 26262:				794.95
26263	BP-RGC	RGC GENERAL CONTRACTOR INC	03/02/2023	
	22-RES-0533	BPO- RGC GENERAL CONTRACTING FEES		265.00
Total for Check Number 26263:				265.00
26264	10324	RIVERSIDE NURSERY & LANDSCAPE	03/02/2023	
	1611	102 Yards Walk on Bark - P.O. TO REMAIN OF		3,638.68
Total for Check Number 26264:				3,638.68
26265	10331	SEBASTIAN	03/02/2023	
	32603	BLDG- REPLACE BATTERY - ALARM AT W		232.69
Total for Check Number 26265:				232.69
26266	11650	SITEONE LANDSCAPE SUPPLY COMP/	03/02/2023	
	126927488-001	LLD- IRRIGATION VALVES		167.58
	126927573-001	LLD- IRRIGATION VALVES		969.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	127039073-001	LLD- IRRIGATION SUPPLIES		695.39
			Total for Check Number 26266:	1,832.42
26267	10603 132240870	SOLENIIS LLC SWR- PRAESTOL 2290 LBS \$1.199 PER LB	03/02/2023	5,654.31
			Total for Check Number 26267:	5,654.31
26268	11162 04010506	STATEWIDE TRAFFIC SAFETY & SIGN STRTS- ASPHALT PATCH	03/02/2023	575.61
			Total for Check Number 26268:	575.61
26269	11460 Q2022019 Q2022020 Q2022079	SUPERIOR POOL PRODUCTS LLC WTR- 160 GAL BULK CHLORINE WELL 9A WTR- 110 GAL BULK CHLORINE WELL 17 WTR- 200 GAL BULK CHLORINE WELL 14	03/02/2023	570.05 397.87 707.79
			Total for Check Number 26269:	1,675.71
26270	10754 732212899 732964259	THE HOME DEPOT PRO-SUPPLY WOR CS- SPRING DOOR HINGE (4)- CXT RESTRC CS- FLUORESCENT LIGHT BULBS (4)- KPI	03/02/2023	84.69 28.20
			Total for Check Number 26270:	112.89
26271	10391 010323 010323 010323 011123 011123 011223 011223 011323 152064 152067 152076 152207 152322 152366 152637 174264 174300 174389 174549 174788 174813 174821	VALLEY FARM SUPPLY STORES SWR- SUPPLIES- 5 INV <\$50 MEDIANS- METER BOX ON VINELAND STRTS- SUPPLIES- 13 INV <\$50 VE EQUIP- SUPPLIES- 4 INV <\$50 SDWLK REP- SUPPLIES- 4 INV <\$50 WATER- SUPPLIES- 5 INV <\$50 PARKS- SUPPLIES- 1 INV <\$50 BLDG- SUPPLIES- 2 INV <\$50 SDWLK REP- STIHL CHAIN & LOOP FOR R SWR- BATTERY MULTIMETER SCREW DRI SDWLK REP- TARP VE EQUIP- ECHO BAR & SHAFT LLD- SUPPLIES- 1 INV <\$50 RECY GRANT- GLOVES SWR- FLASHLIGHT VE REP- SUPPLIES- 1 INV <\$50 PD REP- SUPPLIES- 1 INV <\$50 PARKS- ELECTRICAL SUPP GLUE PRIMER STRTS- SLEDGE HAMMER SWR- GLOVES PITCH FORK SWR- PAILS PICK UP TOOLS BLDG- BATTERY FOR KEYPAD	03/02/2023	52.26 17.38 240.17 48.91 55.46 85.15 21.77 14.79 79.32 72.99 87.17 132.09 21.78 386.80 59.93 7.62 2.18 65.99 52.30 71.90 73.19 60.99
			Total for Check Number 26271:	1,710.14
26272	10399 218782	VETERINARY MEDICAL CENTER AAC- 2 EUTHANASIA CANINES CASE 22-4:	03/02/2023	35.20
			Total for Check Number 26272:	35.20
26273	10401 1-83379	WALLYS TIRE AND WHEEL VE EQUIP- 1-LT245/75/R16 TIRE FOR BACK	03/02/2023	186.48

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 26273:	186.48
26274	10844 666204	WAUSAU TILE INC CS- REPLACEMENT RECEPTACLE- MADEP	03/02/2023	1,612.06
			Total for Check Number 26274:	1,612.06
26275	10406 76332 76332	WEST HILLS OIL INC VE- FUEL FEB 1-15 VE- ACT PROGRAM PD	03/02/2023	4,565.51 257.23
			Total for Check Number 26275:	4,822.74
26276	12344 50020974248	WHITE CAP LP SM EQUIP- CORDLESS CHAINSAW	03/02/2023	205.14
			Total for Check Number 26276:	205.14
			Total for 3/2/2023:	550,245.44
26277	10191 VIN 74223 VIN 74423	H & J CHEVROLET INC VE CAP- 2023 CHEV C15 VE CAP- 2023 CHEV C15	03/03/2023	40,547.87 40,547.87
			Total for Check Number 26277:	81,095.74
			Total for 3/3/2023:	81,095.74
26278	10160 030723	FRESNO COUNTY CLERK SWR CAP- MND FISH & WILDLIFE CEQA F	03/07/2023	2,764.00
			Total for Check Number 26278:	2,764.00
			Total for 3/7/2023:	2,764.00
26279	10014 030123 A1028765 A1028765 A1028765A	ADMINISTRATIVE SOLUTIONS INC HR- MARCH EMPLOYER FLEX PLAN HR- MARCH 125 PLAN ADMIN HR- MARCH BLUE SHIELD PLAN ADMIN HR- FEBUARY- SEC 125 EMPLOYEE CONT	03/10/2023	11,600.00 150.00 915.00 3,579.10
			Total for Check Number 26279:	16,244.10
26280	11387 030123	LUISA AGUIRRE REC- INSTRUCTOR FEE-ZUMBA FEB 2023	03/10/2023	539.00
			Total for Check Number 26280:	539.00
26281	12257 022823	AMERITAS LIFE INSURANCE CORP HR- CLAIMS FUNDING ENDING 02/25/23	03/10/2023	1,486.72
			Total for Check Number 26281:	1,486.72
26282	12075 030123	RHONDA BREWER REC- INSTRUCTOR FEE-HIIT FITNESS FEB	03/10/2023	220.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26282:				220.50
26283	10617	C A REDING CO INC	03/10/2023	
	661467	ADM- LANIER/IM C8000-CONTRACT #1921		85.23
	661467	ADM- LANIER/IM C8000-CONTRACT #1921		6.82
	661467	ADM- LANIER/IM C8000-CONTRACT #1921		85.24
	661467	ADM- LANIER/IM C8000-CONTRACT #1921		85.23
	661467	ADM- LANIER/IM C8000-CONTRACT #1921		51.14
	661467	ADM- LANIER/IM C8000-CONTRACT #1921		27.28
	662750	CS- SC- LANIER MPC4504 FEB 2023- PLAN		15.00
	662750	CS- SC- LANIER MPC4504 FEB 2023- KERM		8.40
	662750	CS- SC- LANIER MPC4504 FEB 2023- GENEI		89.28
	662750	CS- SC- LANIER MPC4504 FEB 2023- SR CTI		16.00
	662750	CS- SC- LANIER MPC4504 FEB 2023- REC A		30.00
	662750	CS- SC- LANIER MPC4504 FEB 2023- YSB		9.35
Total for Check Number 26283:				508.97
26284	10064	CAL VALLEY PRINTING	03/10/2023	
	37787	WTR CONSRV- POLOS FOR HARMEEN		194.85
	38175	WTR- WIND BREAKER JACKETS		27.06
	38670	SWR- WIND BREAKER JACKETS		27.07
	38670	STRTS- WIND BREAKER JACKETS		216.50
Total for Check Number 26284:				465.48
26285	10107	CONSOLIDATED ELECTRICAL DISTRI	03/10/2023	
	2574-1041977	SD- ELECTRICAL WIRING FOR STORM PU		4,142.74
	2574-1041978	STRTS- ELECTRICAL SUPPLIES FOR STREI		559.63
Total for Check Number 26285:				4,702.37
26286	12369	CUT RITE TREE SERVICE	03/10/2023	
	100420	TREE TRMG- TRIMMING OF CHINESE TRE		4,450.00
Total for Check Number 26286:				4,450.00
26287	11832	EPIC BUSINESS ESSENTIALS LLC	03/10/2023	
	SI00469419	CS- MARKERS		23.91
	SI00469427	REC- PAPER FLYERS- SS BB- PLANED REC		96.50
	SI00469428	REC- PAPER FLYERS- YOUTH TENNIS- PLA		96.50
	SI00470467	REC- PAPER FLYERS- FARMERS MARKET-		34.48
	SI00471333	CS- STAPLE REMOVERS- REC ADMIN		5.19
Total for Check Number 26287:				256.58
26288	12280	FIDELITY SECURITY LIFE INSURANCE	03/10/2023	
	165659469	HR- MARCH VISION PREMIUM		760.08
	165659473	HR- MARCH COBRA VISION PREMIUM		12.87
Total for Check Number 26288:				772.95
26289	10162	FRESNO COUNTY TREASURER	03/10/2023	
	SO20282	PD- FEB RMS/JMS/CAD ACCESS FEES		188.04
	SO20282	PD- MAR DISPATCHING SERVICES		22,102.14
Total for Check Number 26289:				22,290.18
26290	10167	FRESNO MADERA COUNTIES	03/10/2023	
	1008	PD- 2023 ANNUAL MEMBERSHIP DUES- CF		300.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26290:				300.00
26291	10166	FRESNO-MADERA AGENCY ON AGINC	03/10/2023	
	2560	NUT- SITE SUPPLIES		487.74
	2563	NUT- SITE SUPPLIES		62.34
Total for Check Number 26291:				550.08
26292	10185	GRAINGER	03/10/2023	
	9560269053	CS- REPLACEMENT LENS (RETURN) KPD I		-55.82
	9570043837	CS- REPLACEMENT LENS (RETURN) KPD I		56.16
	9589328104	CS- FLUORESCENT BALLASTS (6) CTC & C		156.86
	9591087375	CS- DEADBOLT CYLINDRICAL (2)		554.21
	9598104678	CS- LEAD BATTERY - PARK RESTROOMS		83.26
Total for Check Number 26292:				794.67
26293	11358	GREAT AMERICA FINANCIAL SERVICE	03/10/2023	
	32908094	BPO-LANIER/MP C3004 COPIER		108.98
	32908094	BPO-LANIER/MP C3004 COPIER		108.98
	33111787	PD- PATROL OPS COPIER/FAX AGREEMENT		151.48
	33316747	PD- PATROL OPS COPIER/FAX AGREEMENT		179.82
	33476630	PD- RECORDS COPIER/FAX		323.37
	33519278	PD- PATROL OPS COPIER/FAX AGREEMENT		151.48
Total for Check Number 26293:				1,024.11
26294	11154	HEDRON ARCHITECTURE	03/10/2023	
	2301-01	CS- PRELIMINARY SVCS - GRANT SUPPORT		4,973.00
Total for Check Number 26294:				4,973.00
26295	10204	IDTS INC	03/10/2023	
	40275	PD- PRE-EMPLOYMENT DRUG TEST A. ROTH		69.00
	40275	PD- ANNUAL ENROLLMENT- OFFICER J. M		10.00
	40275	PD- NEW ENROLLMENTS A.ROTH		10.00
Total for Check Number 26295:				89.00
26296	11142	KIMBALL MIDWEST	03/10/2023	
	100794002	VE SUPP- TOOLS & SUPPLIES		364.24
Total for Check Number 26296:				364.24
26297	10252	LITHIA FORD OF FRESNO	03/10/2023	
	1326332	PD REP- TURN SIGNAL SWITCH #1490		92.82
Total for Check Number 26297:				92.82
26298	12366	ROSA MENDOZA RAMIREZ	03/10/2023	
	00327513	CTC- SH DEPOSIT 10/07/23		100.00
	00327514	CTC- SH RENTAL 10/07/23		200.00
Total for Check Number 26298:				300.00
26299	11965	MISSION UNIFORM SERVICE	03/10/2023	
	022823	VAR- UNIFORMS, MATS, SUPPLIES- STREET		25.53
	022823	VAR- UNIFORMS, MATS, SUPPLIES- VEHICLE		35.86
	022823	VAR- UNIFORMS, MATS, SUPPLIES- UNIFORM		15.11
	022823	VAR- UNIFORMS, MATS, SUPPLIES- WATER		55.52
	022823	VAR- UNIFORMS, MATS, SUPPLIES- STREET		20.92

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	022823	VAR- UNIFORMS, MATS, SUPPLIES- STORM		13.17
	022823	VAR- UNIFORMS, MATS, SUPPLIES- LANDS		22.67
	022823	VAR- UNIFORMS, MATS, SUPPLIES- SEWER		51.41
	022823	VAR- UNIFORMS, MATS, SUPPLIES- BLDG/		1,205.26
	022823	VAR- UNIFORMS, MATS, SUPPLIES- SOLID		9.00
	022823	VAR- UNIFORMS, MATS, SUPPLIES- STREET		16.89
	022823	VAR- UNIFORMS, MATS, SUPPLIES- BLDG		30.40
Total for Check Number 26299:				1,501.74
26300	10266	MOORE TWINING ASSOCIATES INC	03/10/2023	
	3367488	WTR- LEAD & COPPER TESTING		72.00
	3367543	WTR- URANIUM GROSS ALPHA TESTING		185.00
Total for Check Number 26300:				257.00
26301	10282	OFFICE DEPOT	03/10/2023	
	289733523001	PD- OFFICE SUPPLIES		43.57
	289755808001	PD- OFFICE SUPPLIES		535.26
	289755812001	PD- OFFICE SUPPLIES		23.96
	289755822001	PD- OFFICE SUPPLIES		6.61
	293403835001	FIN- OFFICE SUPPLIES		160.15
	293403835001	FIN- OFFICE SUPPLIES		118.37
	293403835001	FIN- OFFICE SUPPLIES		12.52
	293403835001	FIN- OFFICE SUPPLIES		62.67
Total for Check Number 26301:				963.11
26302	11833	ORKIN	03/10/2023	
	238376487	CTC- PEST CONTROL CTC FEB 2023		109.00
Total for Check Number 26302:				109.00
26303	10289	P.G.& E.	03/10/2023	
	2881141119-9	CS- CNG VEHICLES- FUEL- FEB 2023		597.52
	3920400666-0	STRT- MONTHLY SERVICE 01/14/23-02/14/23		4,412.78
	5467738309-0	WTR/SWR/SD- TRUE UP 01/27/23-02/12/23		23.82
	5467738309-0	WTR/SWR/SD- TRUE UP 01/27/23-02/12/23		24,022.72
	5467738309-0	WTR/SWR/SD- TRUE UP 01/27/23-02/12/23		194.15
	5467738309-0	WTR/SWR/SD- TRUE UP 01/27/23-02/12/23		325.36
	6206788690-3	CS- CS ELEC & GAS- JAN 2023- COMM SVC		1,970.32
	6206788690-3	CS- CS ELEC & GAS- JAN 2023- COMM SVC		130.00
	6206788690-3	CS- CS ELEC & GAS- JAN 2023- COMM SVC		2,183.44
	6206788690-3	CS- CS ELEC & GAS- JAN 2023		2,059.86
	8542225974-8	CITY HALL 3%- SOLAR CONNECTION FEE		9.75
	8542225974-8	WTR 71%- SOLAR CONNECTION FEE 01/23		230.81
	8542225974-8	VE 3%- SOLAR CONNECTION FEE 01/23-02		9.75
	8542225974-8	PD 5%- SOLAR CONNECTION FEE 01/23-02		16.25
	8542225974-8	SWR 1%- SOLAR CONNECTION FEE 01/23-02		3.25
	8542225974-8	REC 6%- SOLAR CONNECTION FEE 01/23-02		19.51
	8542225974-8	PARKS 1%- SOLAR CONNECTION FEE 01/23-02		3.25
	8542225974-8	CTC 7%- SOLAR CONNECTION FEE 01/23-02		22.76
	8542225974-8	PLAN REC 1%- SOLAR CONNECTION FEE 01/23-02		3.25
	8542225974-8	SC 2%- SOLAR CONNECTION FEE 01/23-02		6.51
	9081203718-3	CS- KATEYS PARK- PG&E FEB 2023		125.74
Total for Check Number 26303:				36,370.80
26304	12367	SAMANTHA PIMENTAL	03/10/2023	
	00325728	CTC- SH DEPOSIT 03/04/2023		100.00

Check No	Vendor No	Vendor Name	Check Date	Section 3, Item 2
Invoice No	Description	Reference		
Total for Check Number 26304:				100.00
26305	11714	ROD CARSEY	03/10/2023	
	23-03	BPO- PLAN CHECK FEES- FEB 1-28-2023		85.25
Total for Check Number 26305:				85.25
26306	11506	SCA OF CA LLC	03/10/2023	
	2023-000591	STRT- STREET SWEEPING 2023		8,500.00
	2023-000591	STRT- ONE TIME INITIAL SWEEP SISKIYOU		500.00
	2023-000591	STRT- ONE TIME INITIAL SWEEP STANISLA		400.00
Total for Check Number 26306:				9,400.00
26307	10332	SEBASTIAN	03/10/2023	
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		542.73
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		14.05
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		153.38
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		106.61
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		349.63
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		21.36
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		426.98
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		208.76
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		65.01
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		21.56
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		86.00
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		75.03
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		21.36
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		30.03
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		197.40
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		22.39
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		21.36
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		70.63
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		349.63
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		65.02
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		2.28
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		76.05
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		114.90
	10741857	VAR- MONTHLY PHONE SERVICE- 02/01/23		241.69
Total for Check Number 26307:				3,283.84
26308	10862	SIGNMAX	03/10/2023	
	0042798-IN	ST SIGN REP- TRAFFIC SIGN		147.90
Total for Check Number 26308:				147.90
26309	10335	SILVA AUTO GROUP INC	03/10/2023	
	51552	PD REP- AC HOSES #1489 & STOCK		225.35
Total for Check Number 26309:				225.35
26310	11650	SITEONE LANDSCAPE SUPPLY COMP/	03/10/2023	
	127170143-001	MEDIANS- IRRIGATION SUPPLIES		982.78
Total for Check Number 26310:				982.78
26311	12368	SPECIALTY HOSE EXPRESS LLC	03/10/2023	
	110307	WTR- LIQUID GUAGE		48.82

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26311:				48.82
26312	11907	SPRINGBROOK HOLDING COMPANY I	03/10/2023	
	INV-012162	FIN- MONTHLY WEB PAYMENTS FEB 2023		159.19
	INV-012162	FIN- MONTHLY WEB PAYMENTS FEB 2023		457.43
	INV-012162	FIN- MONTHLY WEB PAYMENTS FEB 2023		575.38
Total for Check Number 26312:				1,192.00
26313	11460	SUPERIOR POOL PRODUCTS LLC	03/10/2023	
	Q2022131	WTR- 159 GAL BULK CHLORINE WELL 9A		570.05
	Q2022132	WTR- 120 GAL BULK CHLORINE WELL 15		432.30
Total for Check Number 26313:				1,002.35
26314	10351	SWRCB	03/10/2023	
	559073	CAP- PRDS- EASTSIDE COMMUNITY PARK		1,328.00
Total for Check Number 26314:				1,328.00
26315	11502	TIREHUB LLC	03/10/2023	
	32971837	PD REP- 6-245/55/18 TIRES #1490 & 1516		761.88
Total for Check Number 26315:				761.88
26316	10371	TJ LAW & ASSOCIATES INVESTIGATIC	03/10/2023	
	23-044	PD- L. NEES BACKGROUND INVESTIGATIC		700.00
Total for Check Number 26316:				700.00
26317	12290	VERIZON	03/10/2023	
	336000041567	PD- MONTHLY GPS SERVICE FOR KPD VEH		625.35
	614000037305	VE- VEHICLE TRACKING SUBSCRIPTION C		644.30
Total for Check Number 26317:				1,269.65
26318	11776	WECO INDUSTRIES LLC	03/10/2023	
	0051061-IN	SWR- MAN HOLE RING		347.35
Total for Check Number 26318:				347.35
26319	10413	YAMABE & HORN ENGINEERING INC	03/10/2023	
	48079	TRACT 6236		1,228.67
	48080	CWSRF WASTEWATER PLANNING GRANT		1,144.00
	48081	TRACT- 6293		90.00
	48082	EASTSIDE COMMUNITY PARK		11,287.62
	48083	TRACT- 6302		1,214.56
	48084	VINELAND AVE REHAB- CALIFORNIA TO I		15,133.29
	48084	VINELAND AVE REHAB- CALIFORNIA TO I		1,960.68
	48085	SGMA IMPLEMENTATION SUPPORT		270.00
	48086	KEARNEY BLVD REHAB - PARK TO DEL N		114.42
	48086	KEARNEY BLVD REHAB - PARK TO DEL N		883.08
	48087	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		57.93
	48087	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		447.07
	48088	WELL NO 12 & 14 EMERGENCY GENERATC		1,807.00
	48089	NORTHWEST PARK		1,578.00
	48090	LIONS PARK RECHARGE PROJECT		1,129.15
	48091	SPR 2021-09 DUTCH BROS		232.50
	48092	SPR 2021-10 DENNYS		310.00
	48093	FY 21-22 STREET REHAB PROJECT		1,570.00
	48094	FY 21-22 STREET SEALING PROJECT		1,680.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
48095		FY 22-23 GENERAL ENGINEERING		2,790.00
48096		FY 22-23 GENERAL ENGINEERING- SEWER		540.00
48097		FY 22-23 GENERAL ENGINEERING- WATER		620.00
48098		FY 22-23 GENERAL ENGINEERING- WATER		3,040.00
48099		FY 22-23 GENERAL ENGINEERING- SEWER		3,040.00
48100		SISKIYOU AVE REHAB- WHITESBRIDGE TO		53.91
48100		SISKIYOU AVE REHAB- WHITESBRIDGE TO		416.09
48101		GOLDENROD AVE REHAB- KEARNEY TO S		64.24
48101		GOLDENROD AVE REHAB- KEARNEY TO S		495.76
48102		CALIFORNIA AVE SIDEWALK- 9TH TO VIN		29.83
48102		CALIFORNIA AVE SIDEWALK- 9TH TO VIN		230.17
48103		CLEAN CA DOWNTOWN CORRIDOR REVI		300.00
Total for Check Number 26319:				53,757.97
Total for 3/10/2023:				174,259.56
Report Total (110 checks):				808,364.74

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 3/15/2023 2:48 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	02/24/2023	
	022423	C PR TAX DEPOSIT - 02/24/23- SIT PAYABLE		3,696.45
	022423	C PR TAX DEPOSIT - INVOICE # L054782094		-956.75
	022423	C PR TAX DEPOSIT - 02/24/23- SDI PAYABLE		1,665.98
Total for this ACH Check for Vendor 10147:				4,405.68
ACH	10517	FEDERAL TAXES PAYROLL	02/24/2023	
	022423	C PAYROLL TAX DEPOSIT- 02/24/23- FICA M		5,405.08
	022423	C PAYROLL TAX DEPOSIT- 02/24/23- FIT PA		12,767.31
	022423	C PAYROLL TAX DEPOSIT- 02/24/23- FICA P		23,111.42
Total for this ACH Check for Vendor 10517:				41,283.81
ACH	10518	KERMAN POLICE OFFICERS ASSN	02/24/2023	
	022423	C MEMBERSHIP DUES- 02/24/23		735.50
Total for this ACH Check for Vendor 10518:				735.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	02/24/2023	
	022423	C MEMBERSHIP DUES- 02/24/23		165.00
Total for this ACH Check for Vendor 10519:				165.00
ACH	10520	ICMA-RC	02/24/2023	
	022423	C DEFERRED COMP- 02/24/23		2,567.40
	022423	C LOAN PAYMENTS		2,666.80
Total for this ACH Check for Vendor 10520:				5,234.20
ACH	10522	CALPERS	02/24/2023	
	022423	EMPLOYEE PAID CONTRIBUTIONS		12,415.51
	022423	C EMPLOYER PAID CONTRIBUTIONS - 02/2		15,657.97
Total for this ACH Check for Vendor 10522:				28,073.48
26209	12332	HOLLOWAY ENVIRONMENTAL SOLU	02/24/2023	
	INV-HES-2145	SWR- LOADING TRANSPORT FOR BIOSOL		54,236.70
Total for Check Number 26209:				54,236.70
Total for 2/24/2023:				134,134.37
Report Total (7 checks):				134,134.37

CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

PAY PERIOD: February 05, 2023 - February 18, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>										
Alvarez, Josefina	\$ 3,572.18	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,572.18	-
Camacho, Josie	\$ 2,515.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,515.54	-
Cheema, Akayla	\$ 2,356.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,356.62	-
Gonzalez, Diana	\$ 3,553.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,553.84	-
Jansons, John	\$ 6,678.60	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,678.60	-
Linares, Vanessa	\$ 1,566.15	\$ 0.95	1.00	\$ 28.43	-	\$ -	-	\$ -	\$ 1,595.53	-
Lopez, Jacqueline	\$ 2,221.08	\$ -	1.00	\$ 40.71	-	\$ -	-	\$ -	\$ 2,261.78	-
Mendoza, Gabriela	\$ 2,019.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,019.38	-
Reyes, Marcia	\$ 3,669.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,669.51	-
Sandoval, Veronica	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	1.50
TOTAL	\$ 29,647.06	\$ 0.95	2.00	\$ 69.14	-	\$ -	-	\$ -	\$ 29,717.14	-
<u>REC/SOCIAL</u>										
Acosta-Parra, Melany	\$ 69.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 69.75	-
Arredondo, Raquel	\$ 208.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 208.00	-
Brar, Manreet	\$ 93.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 93.00	-
Burdine-Slaven, Jeanna	\$ 2,248.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,248.62	-
Crow, Shannon	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	3.00
Escamilla, Paloma	\$ 81.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 81.38	-
Flores, Haley	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	-
Garcia, Anthony	\$ 1,439.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,439.08	-
Hurlbert, Ronald	\$ 426.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 426.25	-
Jauriqui, Jose	\$ 594.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 594.00	-
Johnson, Theresa	\$ 3,186.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,186.62	-
Lujan, Vanessa	\$ 189.55	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 189.55	-
Martinez, Aylah	\$ 596.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 596.75	-
Martinez, Jeness	\$ 178.10	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 178.10	-
Martinez Lopez, Jose	\$ 589.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 589.00	-
Negrete, Dean	\$ 1,586.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,586.31	-
Pena, Mercedes	\$ 182.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 182.13	-
Ruiz, Rosalba	\$ 643.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 643.50	-
Salvador, Mark	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Sidhu, Nirmal	\$ 2,054.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,054.77	-
Silva, Jessica	\$ 379.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 379.75	-
Tovar, Jessica	\$ 201.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 201.50	-
Villarreal, Arlene	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	1.50
TOTAL	\$ 23,409.21	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,409.21	4.50
<u>POLICE</u>										
Antuna, Miguel	\$ 2,714.12	\$ -	22.75	\$1,102.61	-	\$ -	-	\$ -	\$ 3,816.74	-
Arciga, Jose	\$ 2,358.91	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,358.91	-
Barbosa, Isaias	\$ 2,902.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,902.48	-
Barcoma, Wilbert	\$ 4,272.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,272.23	-
Barra, Brenden	\$ 2,070.80	\$ -	12.00	\$ 573.80	-	\$ -	-	\$ -	\$ 2,644.60	-
Belding, Jeff	\$ 3,578.45	\$ -	3.50	\$ 222.09	-	\$ -	-	\$ -	\$ 3,800.54	-
Castro, Jaclynn	\$ 2,031.42	\$ -	0.50	\$ 11.72	-	\$ -	-	\$ -	\$ 2,043.14	-
Chapman, Tom	\$ 3,435.42	\$ -	2.00	\$ 120.46	-	\$ -	-	\$ -	\$ 3,555.88	-
Clark, Patrick	\$ 2,382.12	\$ -	15.00	\$ 638.07	-	\$ -	-	\$ -	\$ 3,020.19	5.25
Coronado, Krystal	\$ 2,018.15	\$ -	2.00	\$ 72.08	-	\$ -	-	\$ -	\$ 2,090.22	-
Corrales, Edith	\$ 857.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 857.50	-
Cubillos, Theresa	\$ 2,764.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,764.38	-
Garcia, Andrew	\$ 2,067.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,067.69	-
Gempis, Danzel	\$ 1,875.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,875.23	-
Golden, John	\$ 5,005.20	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,005.20	-
Gutierrez, Gloria	\$ 2,135.40	\$ -	1.02	\$ 40.10	-	\$ -	-	\$ -	\$ 2,175.50	-
Inthasone, Bryant	\$ 1,968.92	\$ -	2.00	\$ 70.32	-	\$ -	3.00	\$ 17.58	\$ 2,056.82	0.75
Irazoqui, Mario	\$ 1,706.86	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,706.86	-
Levandusky, James	\$ 2,342.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,342.13	-
Lopez, Matt	\$ 1,275.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,275.00	-
Lozano, Daniel	\$ 1,521.20	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,521.20	-
Lozano, Patricia	\$ 1,320.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,320.46	-

CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

PAY PERIOD: February 05, 2023 - February 18, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Mendoza, Sandra	\$ 3,003.00	\$ -	5.00	\$ 265.89	-	\$ -	-	\$ -	\$ 3,268.89	-
Molina, Jesus	\$ 2,305.19	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,305.19	1.50
Quintanilla, Rodolfo	\$ 2,080.65	\$ -	-	\$ -	-	\$ -	3.00	\$ 18.02	\$ 2,098.67	-
Rodrigues, Mary	\$ 2,257.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,257.69	-
Ruiz, Jose	\$ 1,984.61	\$ -	5.00	\$ 171.62	-	\$ -	-	\$ -	\$ 2,156.23	-
Vasquez, Francisco	\$ 1,947.11	\$ -	12.00	\$ 549.18	-	\$ -	-	\$ -	\$ 2,496.29	-
Velez, Bernice	\$ 1,645.36	\$ -	2.00	\$ 61.70	-	\$ -	-	\$ -	\$ 1,707.06	-
TOTAL:	\$ 70,060.42	\$ -	\$84.77	\$3,899.63	\$ -	\$ -	\$ 6.00	\$ 35.60	\$ 73,995.66	\$ 7.50

PUBLIC WORKS

Arrellano, Antonio	\$ 1,799.23	\$ 41.77	-	\$ -	-	\$ -	-	\$ -	\$ 1,841.00	-
Barajas, Michael	\$ 3,583.56	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,583.56	-
Camacho, Armando	\$ 1,799.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,799.23	-
Castro, Joseph	\$ 2,818.52	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,818.52	-
Cervantes, Pedro	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Cruz-Villalobos, Eulises	\$ 1,304.80	\$ -	1.00	\$ 24.47	-	\$ -	-	\$ -	\$ 1,329.27	-
Garcia, Destiny	\$ 1,715.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.23	-
Garcia, Guadalupe	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Gastelum, Humberto	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Gutierrez Olivarez, Norberto	\$ 1,511.08	\$ 28.52	24.51	\$ 774.62	-	\$ -	16.00	\$ 302.22	\$ 2,616.43	-
Hernandez, Julian	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Isaak, Denise	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
Jimenez, Gabriela	\$ 1,435.11	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,435.11	-
Kaur, Harmeen	\$ 1,848.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,848.64	-
Lopez, Joel	\$ 1,288.49	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,288.49	-
Lopez, Josue	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Martinez, Jaime	\$ 1,304.80	\$ -	1.00	\$ 24.47	-	\$ -	-	\$ -	\$ 1,329.27	-
Morales, Andres	\$ 1,715.69	\$ -	19.00	\$ 676.69	-	\$ -	16.00	\$ 333.14	\$ 2,725.52	-
Ortiz, Carlos	\$ 1,913.69	\$ 198.41	-	\$ -	-	\$ -	-	\$ -	\$ 2,112.10	-
Perez, Ruben Lopez	\$ 1,775.08	\$ -	1.00	\$ 33.28	-	\$ -	-	\$ -	\$ 1,808.36	-
Ramirez, Manuel	\$ 2,516.00	\$ -	41.50	\$2,170.05	-	\$ -	32.00	\$ 1,006.40	\$ 5,692.45	-
Rivera, Coty	\$ 2,057.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,057.54	-
Rodriguez, Eduardo	\$ 1,305.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,305.23	-
Sanchez, Daniel	\$ 2,507.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,507.48	1.50
Soto, Samuel	\$ 1,794.15	\$ 86.06	1.00	\$ 32.70	-	\$ -	-	\$ -	\$ 1,912.92	-
Tinoco, Alfonso	\$ 2,210.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,210.46	-
Valdivia, Blanco	\$ 472.99	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 472.99	-
TOTAL	\$ 49,827.26	\$ 354.76	89.01	\$3,736.27	-	\$ -	\$ 64.00	\$ 1,641.75	\$ 55,560.05	\$ 1.50

PLANNING

Campos, Manuel	\$ 1,759.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,759.54	-
Martinez, Mabel	\$ 1,889.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,889.69	-
Orozco, Jesus	\$ 3,593.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,593.15	-
TOTAL	\$ 7,242.38	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 7,242.38	\$ -

PLANNING

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

COUNCIL

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

	Total	\$ 375.00	Total	\$ 625.00						
GRAND TOTAL:	\$181,186.34	\$355.71	175.78	\$7,705.04	-	\$0.00	70.00	\$1,677.35	\$ 190,924.44	13.50



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: John Golden, Chief of Police

SUBJECT: Resolution Approving Agreement with Family Healing Center (JG)

RECOMMENDATION: Council by motion adopt resolution approving Memorandum of Understanding with Family Healing Center.

EXECUTIVE SUMMARY: The City of Kerman has been in agreement with Family Healing Center for Forensic Interviews-offered on call for all needed interviews including emergency, after hours, and weekends. Children and adults that have been victims of sexual assault and domestic violence, and those who have witnessed any form of a violent crime, the Deaf and Hard of Hearing community, and developmentally delayed. These victims and witnesses may require the expert assistance offered by Family Healing Center to aid the police in successful resolution to cases. The Family Healing Center provides expert court testimony, consultation, and training to the police department for a flat fee of \$1,000.00

DISCUSSION

The Police Department 2022-2023 Current Budget includes \$1,000.00 flat fee for services to Family Healing Center. The cost remains the same for the 2023-2024 budget.

FISCAL IMPACT:

The costs remains the same as currently budgeted.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 23—__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING AGREEMENT BETWEEN THE CITY OF KERMAN
AND FAMILY HEALING CENTER**

WHEREAS, the annual agreement between the City of Kerman (City) and the Family Healing Center provides needed law enforcement investigative support; and

WHEREAS, the City would like to continue this annual agreement for forensic interviews, expert witness court testimony, and training services as described in the attached Exhibit 'A'.

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

1. The foregoing recitals are true and correct.
2. The Council approves the 2023/2024 Agreement with Family Healing Center attached as Exhibit 'A' and authorizes the City Manager to sign the agreement on behalf of the City.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 22nd day of March 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

**MEMORANDUM OF UNDERSTANDING BETWEEN
THE CITY OF KERMAN AND THE FAMILY HEALING CENTER**

This Memorandum of Understanding (MOU) is entered by and between the City of Kerman and Family Healing Center hereinafter also referenced as "Party" or "Parties."

WHEREAS, the Family Healing Center and the Kerman Police Department have come together to collaborate and create a partnership to assist victims of Sexual Assault, Child Abuse and Domestic Violence, and

WHEREAS, the City and Family Healing Center herein desire to enter into a Memorandum of Understanding setting forth the services to be provided by the partnership; and

WHEREAS, the MOU prepared and approved by the Parties may be used to be submitted at any time during the life of the agreement as part of an RFP for grant funding, and

NOW THEREFORE, the Parties agree as follows.

I) Description of Parties

The Family Healing Center has been assisting victims of domestic violence and sexual assault since 2011. The agency uses a multidisciplinary team approach by combining law enforcement, district attorney's office, forensic interviewers, therapy and counseling, forensic nursing through a separate contract or MOU with Central Valley Forensic Nursing Specialists Inc. (herein after referred to as CVFNS), and advocacy all in one abuse center.

The Kerman Police Department is responsible for ensuring the safety of the individuals in their city. The agency provides routine law enforcement duties such as being proactive in deterring crime and proactive in investigations, follow-ups, and arrest.

II) History of Relationship

The Kerman Police Department has been assisting the victims of domestic violence and sexual assault by referring individuals and families to the Family Healing Center. The Kerman Police Department Sexual Assault Unit routinely utilizes the services primarily for Forensic Interviews of victims and witnesses and referring victims and their families for therapeutic counseling services. Forensic Sexual Assault Examinations conducted by CVFNS via a separate MOU or contract. Consequently, their relationship has helped the victims by providing needed services.

III) Roles and Responsibilities

- A. The Family Healing Center will work collaboratively with the Kerman Police Department to assist victims of domestic violence and sexual assault. The Family Healing Center will work with men, women and children who are survivors of sexual and physical abuse through a multidisciplinary team approach. The agency will be utilized combining law

enforcement, district attorney's office, forensic interviewers, therapy and counseling services, forensic nursing through CVFNS, and advocacy all in one center. The goal is to optimize outcomes for the victims by providing all assessments and treatment services in one supportive environment.

- B. The Kerman Police Department will work on investigation, follow-up interviews, and arrest of the perpetrators. They are the first line of contact in the chain of support services that the victim(s) will receive. The Kerman Police Department will be responsible for referring victims to the Family Healing Center for services; these services will include but are not limited to:
1. Forensic Interviews are offered on call for all needed interviews including emergency, after hours and weekends. Children and adults that have been victims of sexual assault and domestic violence and those who have witnessed any form of a violent crime, the Deaf and Hard of Hearing community, and developmentally delayed. A Spanish speaking interpreter is also available as needed. Cost for these services is paid for through a grant from CalOES from April 1, 2023 through March 31, 2024 and any grant extension or subsequent grant for the same services.
 2. The grant does not reimburse for Expert Court Testimony, Law Enforcement Consultation, Prevention Training and Education, Mandated Reporter Training, or other Roll Call Training requested by Law Enforcement. These are all necessary in order to ensure consistency in the MDIC process and to continue Team efficiency and proper victim care. We also try to maintain our availability as a 24/7 operation, which requires maintaining a high level of protection and security for our staff, your victims and staff if they are required to need our services after hours. This is provided for a flat rate of **\$1,000** for the fiscal year 2023-2024 as indicated.
 3. If victims or victim's family members require counseling or therapeutic intervention (individual, group or family) services will be provided on site by expert Family Healing Center staff. Referrals for legal assistance or court accompaniment will be provided to victims of domestic violence, dating violence, sexual assault, human trafficking and stalking with no restriction on age. These services also paid for through a grant from CalOES or funding through the VOCA from April 1, 2023 through March 31, 2024.
 4. If victims require a Forensic Medical Evidentiary Exam one can be provided on site 24/7 by Central Valley Forensic Nursing Specialists, Inc. (CVFNS). ***This service requires a separate contract or MOU with CVFNS and will be conducted at the discretion of the Kerman Police Department.***

IV) Term and Timeline

The roles and responsibilities described above under this MOU will commence on the date the MOU is signed and continue until March 31, 2024. Either Party may terminate this MOU with thirty (30) days' notice.

V) Commitment

- A. The service area includes the incorporated areas of the City of Kerman.
- B. The Parties agree to collaborate and provide service/assistance as described in the MOU to victims of domestic violence, child abuse and sexual assault.
- C. Compensation under this MOU is defined in section III. All MDIC's are paid for by a grant from CalOES from April 1, 2023 through March 31, 2024. This does not include the 20% match required for the grant. In the event the grant is extended this MOU will be extended for the life of the grant. If a subsequent grant or different grant is acquired a new MOU will be required with the new or different grant information. This is subject to change based on any subsequent RFP's, grant funding opportunities or contracts. Changes to this effect will be appropriately considered and ratified through agency council and or boards.

VI) Severability

The invalidity or unenforceability of any one provision in this MOU shall not affect any other provisions.

VII) Indemnity for Professional Liability

When the law establishes a professional standard of care for Family Healing Center's Services, to the fullest extent permitted by law, Family Healing Center shall indemnify, protect, defend, and hold harmless the City and any and all of its officials, employees and agents ("Indemnified Parties") from and against any and all losses, liabilities, damages, costs, and expenses, including legal counsel's fees and costs to the extent same are caused in whole or in part by any negligent or wrongful act, error, or omission of Family Healing Center, its officers, agents, employees, or Subconsultants (or any Agency or individual that Family Healing Center shall bear the legal liability thereof) in the performance of professional services under this Agreement.

VIII) Indemnity for Other Than Professional Liability

Other than in the performance of professional services and to the full extent permitted by law, Family Healing Center shall indemnify, defend, and hold harmless the City, and any and all of its employees, officials and agents from and against any liability (including liability for claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses or costs of any kind, whether actual, alleged or threatened, including legal counsels fees and costs, court costs, interest, defense costs, and expert witness fees), where the same arise out of, are a consequence of, or are in any way

attributable to, in whole or in part, the negligent performance of this Agreement by Family Healing Center or by any individual or Agency for which Family Healing Center is legally liable, including, but not limited to, officers, agents, employees, or subcontractors of Family Healing Center.

IX. Insurance Requirements

Without limiting Family Healing Center's indemnification of the City, and prior to commencement of Work, Family Healing Center shall obtain, provide, and continuously maintain at its own expense during the term of this Agreement, and shall require any subconsultants to obtain and maintain, policies of insurance of the type and amounts described below and in a form satisfactory to the City.

A. Workers' Compensation. Family Healing Center shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least one million dollars (\$1,000,000)). Family Healing Center shall submit to the City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City, its officers, agents, employees, and volunteers.

B. General Liability. Family Healing Center shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, or equivalent, in an amount not less than one million dollars (\$1,000,000) per occurrence, two million dollars (\$2,000,000) general aggregate, for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. General liability policies shall provide or be endorsed using Insurance Services Office forms CG 20 10 to provide that the City and its officers, officials, employees, and agents shall be additional insureds under such policies.

C. Automobile Liability. If Family Healing Center (or subconsultants) utilizes automobiles in the performance of services under this agreement, Family Healing Center shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Family Healing Center arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than one million dollars (\$1,000,000) combined single limit for each accident.

D. Professional Liability (Errors & Omissions). Family Healing Center shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of one million dollars (\$1,000,000) Per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement, and Family Healing Center agrees to maintain continuous coverage through a period no less than one year after completion of the Services required by this Agreement.

E. Proof of Insurance. Family Healing Center shall provide to City, certificates of insurance and endorsements, as required, as evidence of the insurance coverage required herein. Insurance certificates and endorsements must be approved by Cities prior to commencement of performance. Current evidence of insurance shall be kept on file with the City at all times during the term of this Agreement. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

F. Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger), in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City.

G. Enforcement of Contract Provisions (non estoppel). Family Healing Center acknowledges and agrees that any actual or alleged failure on the part of the City to inform Family Healing Center of non-compliance with any requirement imposes no additional obligations on the City, nor does it waive any rights hereunder.

H. Specifications not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type.

I. Notice of Cancellation. Family Healing Center agrees to oblige its insurance agent or broker and insurers to provide to Agency with thirty (30) days' notice of cancellation (except for nonpayment for which ten (10) days' notice is required) or nonrenewal of coverage for each required coverage.

J. Self-insured Retentions. Any self-insured retentions must be declared to and approved by the City. The City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by the City.

K. Timely Notice of Claims. Family Healing Center shall give the City prompt and timely notice of claims made or suits instituted that arise out of or result from Family Healing Center's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

X) Entire MOU

It is mutually understood and agreed that the foregoing constitutes the entire agreement between the parties as to the subject matter hereof. Any modifications or amendments to this MOU must be in writing, and signed by authorized agent of each party within 30 days of said modification or amendment.

IN WITNESS THEREOF, the Parties have caused their authorized agents to execute this MOU:

SIGNATURES

Family Healing Center

City of Kerman

By _____
Chief Executive Director,

By _____
City Manager

Date _____

Date _____



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Resolution Approving Pipeline Crossing Agreement with Union Pacific Railroad Company for New Sewer Main Crossing in Goldenrod Avenue (JJ)

RECOMMENDATION: Council adopt the attached resolution approving a Pipeline Crossing Agreement with Union Pacific Railroad Company for a new sewer main crossing in Goldenrod Avenue and authorize the City Manager to sign the Agreement.

EXECUTIVE SUMMARY:

Hart Ranch Community Park is a proposed 15 acre park located on the northeast corner of Goldenrod Avenue and California Avenue. In order to provide sewer service to the Park, a sewer main must be installed in Goldenrod Avenue from north of the Union Pacific Railroad (UPRR) tracks, south under the UPRR tracks to California Avenue. Staff submitted an application to UPRR for approval of the crossing and UPRR has informed City Staff that the sewer main crossing must be performed via boring and jacking and will require a Pipeline Crossing Agreement be executed with UPRR by the City. The City has entered into Pipeline Crossing Agreements with UPRR for all other underground crossings under UPRR tracks within the City in the past.

FISCAL IMPACT:

The City will be required to pay an on-time license fee in the amount of \$5,000 to UPRR, per the terms of the agreement. The City will be responsible for the operation and maintenance costs associated with the sewer main within the UPRR right-of-way and maintain insurance coverage per the terms of the agreement. The City is already required to maintain insurance coverage for the other existing underground crossings of UPRR right-of-way and should not have to adjust coverage limits.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING PIPELINE CROSSING AGREEMENT WITH UNION PACIFIC RAILROAD COMPANY
FOR NEW SEWER MAIN CROSSING IN GOLDENROD AVENUE**

WHEREAS, The Union Pacific Railroad Company owns right-of-way and railroad facilities that cross Goldenrod Avenue in the City of Kerman, Crossing DOT No. 752967Y, at Railroad Mile Post 193.72; and

WHEREAS, the development of Hart Ranch Community Park will necessitate an underground sewer main crossing of the Union Pacific Railroad’s right-of-way; and

WHEREAS, the Union Pacific Railroad Company requires a Pipeline Crossing Agreement be executed by the City prior to any work being performed within the Union Pacific Railroad right-of-way.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY RESOLVES that the Pipeline Crossing Agreement with Union Pacific Railroad Company for the new sewer main crossing in Goldenrod Avenue, as attached hereto as Exhibit ‘A’, is hereby approved and that the City Manager is authorized to sign the agreement on behalf of the City of Kerman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 22nd day of March 2023, and passed at said meeting by the following vote:

- AYES:
- NOES:
- ABSENT:
- ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Pipeline Crossing 080808 Project No. 0785837
Last Modified: 06/05/18
Form Approved, AVP-Law

PIPELINE CROSSING AGREEMENT

Mile Post: 193.72, West Side Line(sjvr) Subdivision
Location: Kerman, Fresno County, California

THIS AGREEMENT ("Agreement") is made and entered into as of January 24, 2023, ("Effective Date") by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, ("Licensor") and **CITY OF KERMAN**, to be addressed at 850 S. Madera Ave., Kerman, California 93630 ("Licensee").

IT IS MUTUALLY AGREED BY AND BETWEEN THE PARTIES HERETO AS FOLLOWS:

Article 1. LICENSOR GRANTS RIGHT.

In consideration of the license fee to be paid by Licensee set forth below and in further consideration of the covenants and agreements to be performed by Licensee, Licensor hereby grants to Licensee the right to construct and thereafter, during the term hereof, maintain and operate one (1) fifteen inch (15") plastic pipe cased in a thirty inch (30") steel pipe casing for an underground sewer pipeline crossing only, including any appurtenances required for the operation of said pipeline (collectively, "Licensee's Facilities") across Licensor's real property, trackage, or other facilities located in Kerman, Fresno County, State of California ("Railroad Property"). The specific specifications and limited purpose for Licensee's Facilities on, along, across and under Railroad Property are described in and shown on the Print and Specifications dated January 10, 2023, attached hereto as **Exhibit A** and made a part hereof.

Licensee represents and warrants that Licensee's Facilities will (i) only be used for one (1) fifteen inch (15") plastic pipe cased in a thirty inch (30") steel pipe casing for an underground sewer pipeline crossing, and (ii) not be used to convey any other substance, any fiber optic cable, or for any other use, whether such use is currently technologically possible, or whether such use may come into existence during the life of this Agreement.

A. Licensee acknowledges that if it or its contractor provides Licensor with digital imagery depicting Licensee's Facilities ("Digital Imagery"), Licensee authorizes Licensor to use the Digital Imagery in preparing **Exhibit A**. Licensee represents and warrants that through a license or otherwise, it has the right to use the Digital Imagery and to permit Licensor to use the Digital Imagery in said manner.

Article 2. LICENSE FEE.

Upon execution of this Agreement, the Licensee shall pay to the Licensor a one-time License Fee of five thousand dollars (**\$5,000.00**).

Article 3. TERM.

This Agreement shall take effect as of the Effective Date first herein written and shall continue in full force and effect until terminated as provided in the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

Article 4. LICENSEE'S COMPLIANCE WITH GENERAL TERMS.

Licensee represents and warrants that all work on Licensee's Facilities performed by Licensee or its contractors will strictly comply with all terms and conditions set forth herein, including the General Terms and Conditions, attached hereto as Exhibit B and made a part hereof.

Article 5. INSURANCE.

A. During the term of this Agreement, Licensee shall fully comply or cause its contractor(s) to fully comply with the insurance requirements described in **Exhibit C**, attached hereto and made a part hereof. Upon request only, Licensee shall send copies of all insurance documentation (e.g., certificates, endorsements, etc.) to Licensor at the address listed in the "NOTICES" Section of this Agreement.

B. If Licensee is subject to statute(s) limiting its insurance liability and/or limiting its ability to obtain insurance in compliance with **Exhibit C** of this Agreement, those statutes shall apply.

Article 6. DEFINITION OF LICENSEE.

For purposes of this Agreement, all references in this Agreement to Licensee will include Licensee's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority (collectively, a "Contractor"). If a Contractor is hired by Licensee to perform any work on Licensee's Facilities (including initial construction and subsequent relocation, maintenance, and/or repair work), then Licensee shall provide a copy of this Agreement to its Contractor(s) and require its Contractor(s) to comply with all terms and conditions of this Agreement, including the indemnification requirements set forth in the "INDEMNITY" Section of **Exhibit B**. Licensee shall require any Contractor to release, defend, and indemnify Licensor to the same extent and under the same terms and conditions as Licensee is required to release, defend, and indemnify Licensor herein.

Article 7. ATTORNEYS' FEES, EXPENSES, AND COSTS.

If litigation or other court action or similar adjudicatory proceeding is undertaken by Licensee or Licensor to enforce its rights under this Agreement, all fees, costs, and expenses, including, without limitation, reasonable attorneys' fees and court costs, of the prevailing Party in such action, suit, or proceeding shall be reimbursed or paid by the Party against whose interest the judgment or decision is rendered. The provisions of this Article shall survive the termination of this Agreement.

Article 8. WAIVER OF BREACH.

The waiver by Licensor of the breach of any condition, covenant or agreement herein contained to be kept, observed and performed by Licensee shall in no way impair the right of Licensor to avail itself of any remedy for any subsequent breach thereof.

Article 9. ASSIGNMENT.

A. Licensee shall not assign this Agreement, in whole or in part, or any rights herein granted, without the written consent of Licensor, which must be requested in writing by Licensee. Any assignment or attempted transfer of this Agreement or any of the rights herein granted, whether voluntary, by operation of law, or otherwise, without Licensor's written consent, will be absolutely void and may result in Licensor's termination of this Agreement pursuant to the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of **Exhibit B**.

B. Upon Licensor's written consent to any assignment, this Agreement will be binding upon and inure to the benefit of the parties thereto, successors, heirs, and assigns, executors, and administrators.

Article 10. SEVERABILITY.

Any provision of this Agreement which is determined by a court of competent jurisdiction to be invalid or unenforceable shall be invalid or unenforceable only to the extent of such determination, which shall not invalidate or otherwise render ineffective any other provision of this Agreement.

Article 11. NOTICES.

Except Licensee's commencement of work notice(s) required under **Exhibit B**, all other notices required by this Agreement must be in writing, and (i) personally served upon the business address listed below ("Notice Address"), (ii) sent overnight via express delivery by a nationally recognized overnight delivery service such as Federal Express Corporation or United Parcel Service to the Notice Address, or (iii) by certified mail, return receipt requested to the Notice Address. Overnight express delivery notices will be deemed to be given upon receipt. Certified mail notices will be deemed to be given three (3) days after deposit with the United States Postal Service.

If to Licensor: Union Pacific Railroad Company
 Attn: Analyst – Real Estate Utilities (Project No. 0785837)
 1400 Douglas Street, MS 1690
 Omaha, Nebraska 68179

If to Licensee: CITY OF KERMAN
 850 S. Madera Ave.
Kerman, California 93630

Article 12. SPECIAL PROVISION – CONSTRUCTION OBSERVATION.

Licensor requires Licensee to provide monitoring of tracks and construction observation through Licensor approved observer named below during all construction and installation work. Licensee is to directly coordinate services with the named inspector:

Railpros Field Services
Email: RP.Utility@railpros.com
Phone (682)223-5271

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed as of the date first herein written.

UNION PACIFIC RAILROAD COMPANY CITY OF KERMAN

By: _____

Thomas Leddy
Manager II - Real Estate

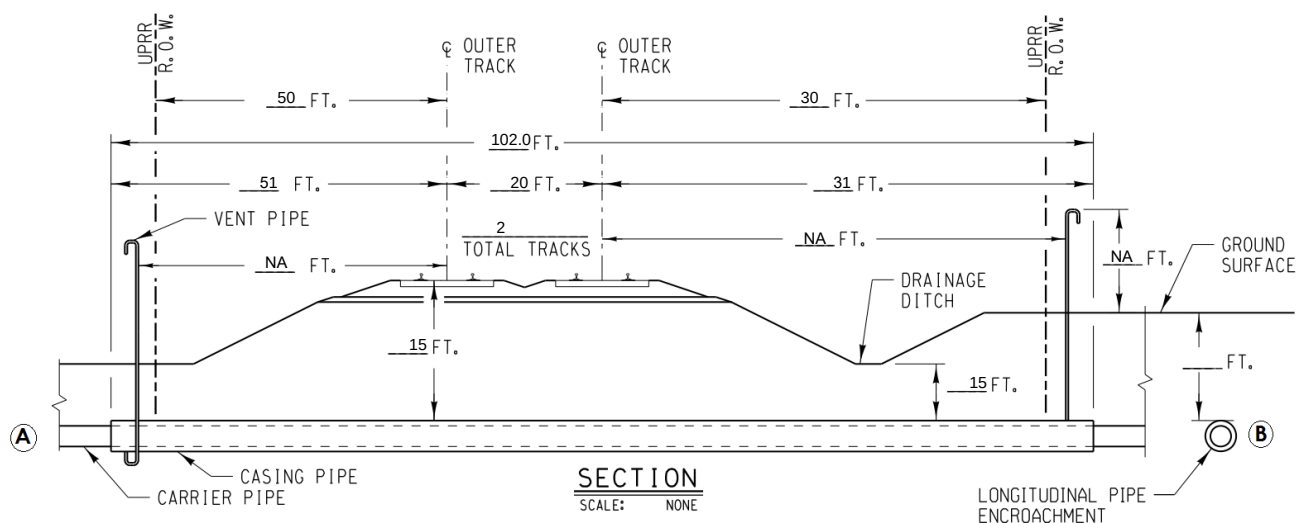
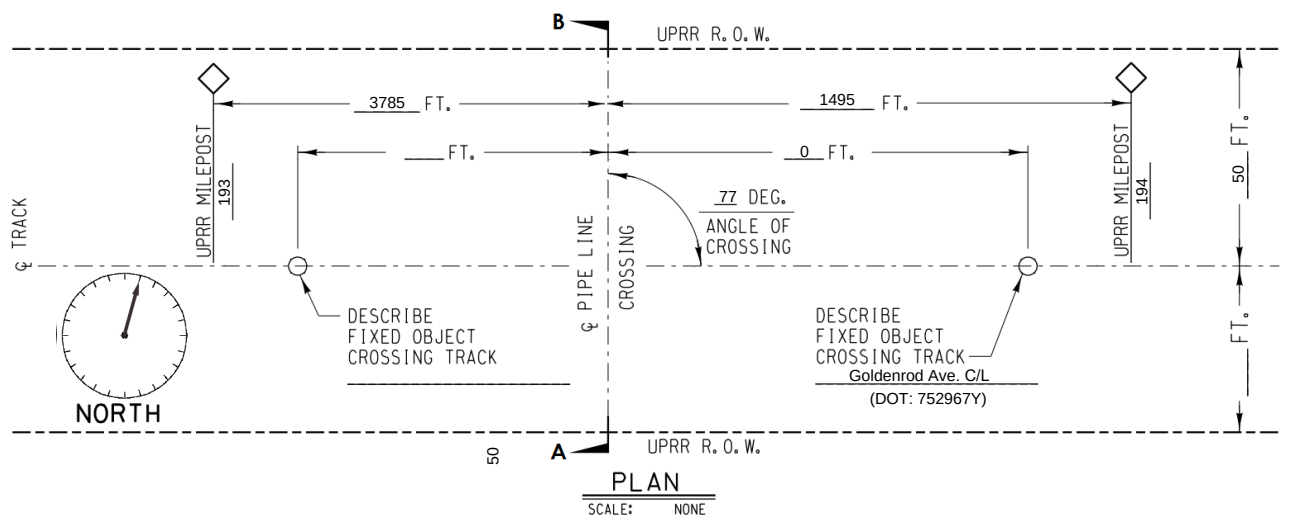
By: _____

Name Printed: _____

Title: _____

NON-FLAMMABLE LIQUID PIPELINE

☒ CROSSING
☐ ENCROACHMENT
☐ BOTH



NOTES:

- 1) ALL DIMENSIONS MEASURED PERPENDICULAR TO THE CENTERLINE OF TRACK
 2) REFER TO AREMA VOLUME 1, CHAPTER 1, PART 5, SECTION 5.1

- A) METHOD OF INSTALLATION BORED AND JACKED
 B) DIST. FROM CENTERLINE OF TRACK TO PIPE ENCROACHMENT _____
 C) SIGNS PROVIDED? AT MINIMUM SIGNS WILL BE PROVIDED AS STATED ABOVE
 D) CARRIER MATERIAL PLASTIC. IF RCP, CLASS V? NA.
 COMMODITY TO BE CONVEYED SANITARY SEWER.
 OPERATIONAL PRESSURE 0 PSI. MAOP 0 PSI.
 WALL THICKNESS (INCH)/ SCHEDULE 0. DIAMETER 15 IN.
 CATHODIC/COATING PROTECTION YES
 E) CASING MATERIAL STEEL PIPE. IF RCP, CLASS V? NA.
 TOTAL LENGTH CASING PIPE: 106 FT.
 WALL THICKNESS 0.5625 IN. DIAMETER 30 IN.
 CATHODIC/COATING PROTECTION YES
 CASING PIPE IS SEALED AT THE ENDS.
 F) DISTANCE FROM CENTERLINE OF TRACK TO NEAR FACE OF BORING AND JACKING PITS WHEN MEASURED AT RIGHT ANGLES 51 AND 31.33.



BUILDING AMERICA®

EXHIBIT "A"

SUBDIVISION: West Side Line (Leased SJVR)

TRACK TYPE: MAINLINE

M.P.: 193.72

LAT.: 36.72083333

E.S.M.: 24+07.5

LONG.: -120.0425

NEAREST CITY:

COUNTY:

STATE:

KERMAN

FRESNO

CA

APPLICANT:

CITY OF KERMAN

FILE NO.:

0785837

DATE:

1/10/2023

EXHIBIT B

GENERAL TERMS AND CONDITIONS

Section 1. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED.

A. The foregoing grant is subject and subordinate to the prior and continuing right and obligation of Licensors to use and maintain its entire property including the right and power of Licensors to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Licensors without liability to Licensee or to any other party for compensation or damages.

B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad Property) and the right of Licensors to renew and extend the same, and is made without covenant of title or for quiet enjoyment. It shall be Licensee's sole obligation to obtain such additional permission, license and grants necessary on account of any such existing rights.

Section 2. ENGINEERING REQUIREMENTS; PERMITS.

A. Licensee's Facilities will be designed, constructed, operated, maintained, repaired, renewed, modified, reconstructed, removed, or abandoned in place on Railroad Property by Licensee or its contractor to Licensors's satisfaction and in strict conformity with: (i) Licensors's current engineering standards and specifications, including those for shoring and cribbing to protect Licensors's railroad operations and facilities ("UP Specifications"), except for variances approved in advance in writing by Licensors's Assistant Vice President Engineering – Design or its authorized representative ("UP Engineering Representative"); (ii) such other additional safety standards as Licensors, in its sole discretion, elects to require, including, without limitation, American Railway Engineering and Maintenance-of-Way Association ("AREMA") standards and guidelines (collectively, "UP Additional Requirements"); and (iii) all applicable laws, rules, and regulations, including any applicable Federal Railroad Administration and Federal Energy Regulatory Commission regulations and enactments (collectively, "Laws"). If there is any conflict between UP Specifications, UP Additional Requirements, and Laws, the most restrictive will apply.

B. Licensee shall keep the soil over Licensee's Facilities thoroughly compacted, and maintain the grade over and around Licensee's Facilities even with the surface of the adjacent ground.

C. If needed, Licensee shall secure, at Licensee's sole cost and expense, any and all necessary permits required to perform any work on Licensee's Facilities.

Section 3. NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES.

A. Licensee and its contractors are strictly prohibited from commencing any work associated with Licensee's Facilities without Licensors's written approval that the work will be in strict compliance with the "ENGINEERING REQUIREMENTS; PERMITS" Section of this Exhibit B. Upon Licensors's approval, Licensee shall contact both of Licensors's field representatives ("Licensors's Field Representatives") at least ten (10) days before commencement of any work on Licensee's Facilities.

B. Licensee shall not commence any work until: (1) Licensors has determined whether flagging or other special protective or safety measures ("Safety Measures") are required for performance of the work pursuant to the "FLAGGING" Section of this **Exhibit B** and provided Licensee written

authorization to commence work; and (2) Licensee has complied with the "PROTECTION OF FIBER OPTIC CABLE SYSTEMS" Section of this **Exhibit B**.

C. If, at any time, an emergency arises involving Licensee's Facilities, Licensee or its contractor shall immediately contact Licensors Response Management Communications Center at (888) 877-7267.

Section 4. FLAGGING.

A. Following Licensee's notice to Licensors Field Representatives required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensors shall inform Licensee if Safety Measures are required for performance of the work by Licensee or its contractor on Railroad Property. If Safety Measures are required, no work of any kind may be performed by Licensee or its contractor(s) until arrangements for the Safety Measures have been made and scheduled. If no Safety Measures are required, Licensors will give Licensee written authorization to commence work.

B. If any Safety Measures are performed or provided by Licensors, including but not limited to flagging, Licensors shall bill Licensee for such expenses incurred by Licensors, unless Licensors and a federal, state, or local governmental entity have agreed that Licensors is to bill such expenses to the federal, state, or local governmental entity. Additional information regarding the submission of such expenses by Licensors and payment thereof by Licensee can be found in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**. If Licensors performs any Safety Measures, Licensee agrees that Licensee is not relieved of any of responsibilities or liabilities set forth in this Agreement.

C. For flagging, the rate of pay per hour for each flagger will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage, and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Licensors and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Licensee (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.

D. Reimbursement to Licensors will be required covering the full eight-hour day during which any flagger is furnished, unless the flagger can be assigned to other railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagger is engaged in other railroad work. Reimbursement will also be required for any day not actually worked by the flaggers following the flaggers' assignment to work on the project for which Licensors is required to pay the flaggers and which could not reasonably be avoided by Licensors by assignment of such flaggers to other work, even though Licensee may not be working during such time. When it becomes necessary for Licensors to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Licensee must provide Licensors a minimum of five (5) days notice prior to the cessation of the need for a flagger. If five (5) days notice of cessation is not given, Licensee will still be required to pay flagging charges for the days the flagger was scheduled, even though flagging is no longer required for that period. An additional ten (10) days notice must then be given to Licensors if flagging services are needed again after such five day cessation notice has been given to Licensors.

Section 5. **SAFETY.**

A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of any work on Railroad Property performed by Licensee or its contractor, and takes precedence over any work on Licensee's Facilities to be performed Licensee or its contractors. Licensee shall be responsible for initiating, maintaining and supervising all safety operations and programs in connection with any work on Licensee's Facilities. Licensee and its contractor shall, at a minimum comply, with Licensors then current safety standards located at the below web address ("Licensor's Safety Standards") to ensure uniformity with the safety standards followed by Licensor's own forces. As a part of Licensee's safety responsibilities, Licensee shall notify Licensor if it determines that any of Licensor's Safety Standards are contrary to good safety practices. Licensee and its contractor shall furnish copies of Licensor's Safety Standards to each of its employees before they enter Railroad Property.

[Union Pacific Current Safety Requirements](#)

B. Licensee shall keep the job site on Railroad Property free from safety and health hazards and ensure that their employees are competent and adequately trained in all safety and health aspects of the work.

C. Licensee represents and warrants that all parts of Licensee's Facilities within and outside of the limits of Railroad Property will not interfere whatsoever with the constant, continuous, and uninterrupted use of the tracks, property, and facilities of Licensor, and nothing shall be done or suffered to be done by Licensee at any time that would in any manner impair the safety thereof.

D. Licensor's operations and work performed by Licensor's personnel may cause delays in Licensee's or its contractor's work on Licensee's Facilities. Licensee accepts this risk and agrees that Licensor shall have no liability to Licensee or any other person or entity for any such delays. Licensee must coordinate any work on Railroad Property by Licensee or any third party with Licensor's Field Representatives in strict compliance with the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit**

E. Licensor shall have the right, if it so elects, to provide any support it deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, repair, renewal, modification, relocation, reconstruction, or removal of Licensee's Facilities. In the event Licensor provides such support, Licensor shall invoice Licensee, and Licensee shall pay Licensor as set forth in the "LICENSEE'S PAYMENT OF EXPENSES" Section of this **Exhibit B**.

F. Licensee may use unmanned aircraft systems ("UAS") to inspect Licensee's Facilities only upon the prior authorization from and under the direction of Licensor's Field Representatives. Licensee represents and warrants that its use of UAS on Railroad Property will comply with Licensor's then-current Unmanned Aerial Systems Policy and all applicable laws, rules and regulations, including any applicable Federal Aviation Administration regulations and enactments pertaining to UAS.

Section 6. **PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

Fiber optic cable systems may be buried on Railroad Property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. In addition to the notifications required under the "NOTICE OF COMMENCEMENT OF WORK; EMERGENCIES" Section of this **Exhibit B**, Licensee shall visit up.com/CBUD to complete and submit the required form to determine if fiber optic cable is buried anywhere on Railroad Property to be used by Licensee. If it is, Licensee shall telephone the telecommunications company(ies) involved, and arrange for a cable locator, make arrangements for

relocation or other protection of the fiber optic cable, all at Licensee's expense, and will not commence any work on Railroad Property until all such protection or relocation has been completed.

Section 7. LICENSEE'S PAYMENT OF EXPENSES.

A. Licensee shall bear the entire cost and expense of the design, construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities.

B. Licensee shall fully pay for all materials joined, affixed to and labor performed on Railroad Property in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, and shall not permit or suffer any mechanic's or materialman's lien of any kind or nature to be enforced against the property for any work done or materials furnished thereon at the instance or request or on behalf of Licensee. Licensee shall promptly pay or discharge all taxes, charges, and assessments levied upon, in respect to, or on account of Licensee's Facilities, to prevent the same from becoming a charge or lien upon any property of Licensor, and so that the taxes, charges, and assessments levied upon or in respect to such property shall not be increased because of the location, construction, or maintenance of Licensee's Facilities or any improvement, appliance, or fixture connected therewith placed upon such property, or on account of Licensee's interest therein. Where such tax, charge, or assessment may not be separately made or assessed to Licensee but shall be included in the assessment of the property of Licensor, then Licensee shall pay to Licensor an equitable proportion of such taxes determined by the value of Licensee's property upon property of Licensor as compared with the entire value of such property.

C. As set forth in the "FLAGGING" Section of this **Exhibit B**, Licensor shall have the right, if it so elects, to provide any Safety Measures Licensor deems necessary for the safety of Licensor's operations and trackage during Licensee's or its contractor's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, including, but not limited to supervision, inspection, and flagging services. In the event Licensor provides such Safety Measures, Licensor shall submit an itemized invoice to Licensee's notice recipient listed in the "NOTICES" Article of this Agreement. Licensee shall pay to Licensor the total amount listed on such invoice within thirty (30) days of Licensee's receipt of such invoice.

Section 8. MODIFICATIONS TO LICENSEE'S FACILITIES.

A. This grant is subject to Licensor's safe and efficient operation of its railroad, and continued use and improvement of Railroad Property (collectively, "Railroad's Use"). Accordingly, Licensee shall, at its sole cost and expense, modify, reconstruct, repair, renew, revise, relocate, or remove (individually, "Modification", or collectively, "Modifications") all or any portion of Licensee's Facilities as Licensor may designate or identify, in its sole discretion, in the furtherance of Railroad's Use.

B. Upon any Modification of all or any portion of Licensee's Facilities to another location on Railroad Property, Licensor and Licensee shall execute a Supplemental Agreement to this Pipeline Agreement to document the Modification(s) to Licensee's Facilities on Railroad Property. If the Modifications result in Licensee's Facilities moving off of Railroad Property, this Agreement will terminate upon Licensee's completion of such Modification(s) and all requirements contained within the "TERMINATION; REMOVAL OF LICENSEE'S FACILITIES" Section of this **Exhibit B**. Any such Modification(s) off of Railroad Property will not release Licensee from any liability or other obligation of Licensee arising prior to and upon completion of any such Modifications to the Licensee's Facilities.

Section 9. RESTORATION OF RAILROAD PROPERTY.

In the event Licensee, in any manner moves or disturbs any property of Licenser in connection with the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities, then, Licensee shall, as soon as possible and at Licensee's sole cost and expense, restore Licenser's property to the same condition as the same were before such property was moved or disturbed.

Section 10. INDEMNITY.

A. Definitions. As used in this Section:

1. "Licenser" includes Licenser, its affiliates, its and their officers, directors, agents and employees, and other railroad companies using Railroad Property at or near the location of Licensee's installation and their officers, directors, agents, and employees.
2. "Licensee" includes Licensee and its agents, contractors, subcontractors, sub-subcontractors, employees, officers, and directors, or any other person or entity acting on its behalf or under its control.
3. "Loss" includes claims, suits, taxes, loss, damages (including punitive damages, statutory damages, and exemplary damages), costs, charges, assessments, judgments, settlements, liens, demands, actions, causes of action, fines, penalties, interest, and expenses of any nature, including court costs, reasonable attorneys' fees and expenses, investigation costs, and appeal expenses.

B. Licensee shall release, defend, indemnify, and hold harmless Licenser from and against any and all Loss, even if groundless, fraudulent, or false, that directly or indirectly arises out of or is related to Licensee's construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, removal, presence, use, or operation of Licensee's Facilities, including, but not limited to, any actual or alleged:

1. Bodily harm or personal injury (including any emotional injury or disease) to, or the death of, any person(s), including, but not limited to, Licensee, Licenser, any telecommunications company, or the agents, contractors, subcontractors, sub-subcontractors, or employees of the foregoing;
2. Damage to or the disturbance, loss, movement, or destruction of Railroad Property, including loss of use and diminution in value, including, but not limited to, any telecommunications system(s) or fiber optic cable(s) on or near Railroad Property, any property of Licensee or Licenser, or any property in the care, custody, or control of Licensee or Licenser;
3. Removal of person(s) from Railroad Property;
4. Any delays or interference with track or Railroad's Use caused by Licensee's activity(ies) on Railroad Property, including without limitation the construction, maintenance, modification, reconstruction, repair, renewal, revision, relocation, or removal of Licensee's Facilities or any part thereof, any activities, labor, materials, equipment, or machinery in conjunction therewith;
5. Right(s) or interest(s) granted pursuant to this Agreement;

6. Contents escaping from Licensee's Facilities, including without limitation any actual or alleged pollution, contamination, breach, or environmental Loss;
7. Licensee's breach of this Agreement or failure to comply with its provisions, including, but not limited to, any violation or breach by Licensee of any representations and warranties Licensee has made in this Agreement; and
8. Violation by Licensee of any law, statute, ordinance, governmental administrative order, rule, or regulation, including without limitation all applicable Federal Railroad Administration regulations.

C. THE FOREGOING OBLIGATIONS SHALL APPLY TO THE FULLEST EXTENT PERMITTED BY LAW FOR THE BENEFIT OF LICENSOR TO LOSSES CAUSED BY, ARISING FROM, RELATING TO, OR RESULTING FROM, IN WHOLE OR IN PART, THE NEGLIGENCE OF LICENSOR, AND SUCH NEGLIGENCE OF LICENSOR SHALL NOT LIMIT, DIMINISH, OR PRECLUDE LICENSEE'S OBLIGATIONS TO LICENSOR IN ANY RESPECT. NOTWITHSTANDING THE FOREGOING, SUCH OBLIGATION TO INDEMNIFY LICENSOR SHALL NOT APPLY TO THE EXTENT THE LOSS IS CAUSED BY THE SOLE, ACTIVE AND DIRECT NEGLIGENCE, GROSS NEGLIGENCE, OR WILLFUL MISCONDUCT OF LICENSOR AS DETERMINED IN A FINAL JUDGMENT BY A COURT OF COMPETENT JURISDICTION.

Section 11. TERMINATION; REMOVAL OF LICENSEE'S FACILITIES.

A. If Licensee does not use the right herein granted on Licensee's Facilities for one (1) year, or if Licensee continues in default in the performance of any provision of this Agreement for a period of thirty (30) days after written notice from Licensor to Licensee specifying such default, Licensor may, at its sole discretion, terminate this Agreement by written notice to Licensee at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

B. In addition to the provisions of Paragraph "A" above, this Agreement may be terminated by written notice given by either party, without cause, upon thirty (30) days written notice to the non-terminating party at the address listed in the "NOTICES" Article of this Agreement. This Agreement will not terminate until Licensee complies with Paragraphs "C" and "D" of this Section found below.

C. Prior to the effective date of any termination described in this Section, Licensee shall submit an application to Licensor's online Utility Contracts System at this link for Licensee's removal, or if applicable, abandonment in place of Licensee's Facilities located on Railroad Property ("Removal/Abandonment Work"). Upon the UP Engineering Representative's approval of Licensee's application for the Removal/Abandonment Work, Licensor and Licensee shall execute a separate consent document that will govern Licensee's performance of the Removal/Abandonment Work from those portions of Railroad Property not occupied by roadbed and/or trackage ("Consent Document"). Licensee shall then restore the impacted Railroad Property to the same or reasonably similar condition as it was prior to Licensee's installation of Licensee's Facilities. For purposes of this Section, Licensee's (i) performance of the Removal/Abandonment Work, and (ii) restoration work will hereinafter be collectively referred to as the "Restoration Work".

D. Following Licensee's completion of the Restoration Work, Licensee shall provide a written certification letter to Licensor at the address listed in the "NOTICES" Article of this Agreement which certifies that the Restoration Work has been completed in accordance with the Consent Document. Licensee shall report to governmental authorities, as required by law, and notify Licensor immediately if any environmental contamination is discovered during Licensee's performance of the Restoration Work. Upon discovery, the Licensee shall initiate any and all removal, remedial and

restoration actions that are necessary to restore the property to its original, uncontaminated condition. Licensee shall provide written certification to Licensor at the address listed in the "NOTICES" Article of this Agreement that environmental contamination has been remediated and the property has been restored in accordance with Licensor's requirements. Upon Licensor's receipt of Licensee's restoration completion certifications, this Agreement will terminate.

E. In the event that Licensee fails to complete any of the Restoration Work, Licensor may, but is not obligated, to perform the Restoration Work. Any such work actually performed by Licensor will be at the cost and expense of Licensee. In the event that Licensor performs any of the Restoration Work, Licensee shall release Licensor from any and all Loss (defined in the "INDEMNITY" Section of this **Exhibit B**) arising out of or related to Licensor's performance of the Restoration Work.

F. Termination of this Agreement for any reason will not affect any of rights or obligations of the parties which may have accrued, or liabilities or Loss (defined in the "INDEMNITY" Section of this **Exhibit B**), accrued or otherwise, which may have arisen prior to such termination.

EXHIBIT C

INSURANCE REQUIREMENTS

In accordance with Article 5 of this Agreement, Licensee shall (1) procure and maintain at its sole cost and expense, or (2) require its Contractor(s) to procure and maintain, at their sole cost and expense, the following insurance coverage:

A. **Commercial General Liability Insurance.** Commercial general liability (CGL) with a limit of not less than \$2,000,000 each occurrence and an aggregate limit of not less than \$4,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

B. **Business Automobile Coverage Insurance.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a limit of not less \$2,000,000 for each accident, and coverage must include liability arising out of any auto (including owned, hired, and non-owned autos).

The policy must contain the following endorsements, WHICH MUST BE STATED ON THE CERTIFICATE OF INSURANCE:

- "Coverage For Certain Operations In Connection With Railroads" ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.

C. **Workers' Compensation and Employers' Liability Insurance.** Coverage must include but not be limited to:

- Licensee's statutory liability under the workers' compensation laws of the state(s) affected by this Agreement.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Licensee is self-insured, evidence of state approval and excess workers' compensation coverage must be provided. Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

D. **Environmental Liability Insurance.** Environmental Legal Liability Insurance (ELL) applicable to bodily injury, property damage, including loss of use of damaged property or of property that has not been physically injured or destroyed, cleanup costs, and defense, including costs and expenses incurred in the investigation, defense, or settlement of claims, or compliance with statute, all in connection with any loss arising from the insured's performance under this Agreement. Except with respect to the limits of insurance, and any rights or duties specifically assigned to the first named insured, this insurance must apply as if each named insured were the only named insured; and separately to the additional insured against which claim is made or suit is brought. Coverage shall be maintained in an amount of at least \$2,000,000 per loss, with an annual aggregate of at least \$4,000,000.

Licensee warrants that any retroactive date applicable to ELL insurance coverage under the policy is the same as or precedes the Effective Date of this Agreement, and that continuous coverage

will be maintained for a period of five (5) years beginning from the time the work under this Agreement is completed or if coverage is cancelled for any reason the policies extended discovery period, if any, will be exercised for the maximum time allowed.

E. **Railroad Protective Liability Insurance.** Licensee must maintain for the duration of work "Railroad Protective Liability" insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Licenser only as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. The definition of "JOB LOCATION" and "WORK" on the declaration page of the policy shall refer to this Agreement and shall describe all WORK or OPERATIONS performed under this Agreement. Notwithstanding the foregoing, Licensee does not need Railroad Protective Liability Insurance after its initial construction work is complete and all excess materials have been removed from Licenser's property; PROVIDED, however, that Licensee shall procure such coverage for any subsequent maintenance, repair, renewal, modification, reconstruction, or removal work on Licensee's Facilities.

F. **Umbrella or Excess Insurance.** If Licensee utilizes umbrella or excess policies, and these policies must "follow form" and afford no less coverage than the primary policy.

Other Requirements

G. All policy(ies) required above (except business automobile, workers' compensation and employers' liability) must include Licenser as "Additional Insured" using ISO Additional Insured Endorsement CG 20 26 (or substitute form(s) providing equivalent coverage). The coverage provided to Licenser as additional insured shall not be limited by Licensee's liability under the indemnity provisions of this Agreement. BOTH LICENSOR AND LICENSEE EXPECT THAT LICENSOR WILL BE PROVIDED WITH THE BROADEST POSSIBLE COVERAGE AVAILABLE BY OPERATION OF LAW UNDER ISO ADDITIONAL INSURED FORM CG 20 26.

H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless (a) insurance coverage may not lawfully be obtained for any punitive damages that may arise under this Agreement, or (b) all punitive damages are prohibited by all states in which this Agreement will be performed.

I. Licensee waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Licenser and its agents, officers, directors and employees for damages covered by the workers' compensation and employers' liability or commercial umbrella or excess liability obtained by Licensee required in this Agreement, where permitted by law. This waiver must be stated on the certificate of insurance.

J. All insurance policies must be written by a reputable insurance company acceptable to Licenser or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state(s) in which the work is to be performed.

K. The fact that insurance is obtained by Licensee will not be deemed to release or diminish the liability of Licensee, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Licenser from Licensee or any third party will not be limited by the amount of the required insurance coverage.



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: John Golden, Chief of Police

SUBJECT: Annual Agreement with the Kerman Unified School District for School Resource Officers

RECOMMENDATION: Council by motion adopt resolution approving agreement with the Kerman Unified School District for School Resource Officers for FY 2023-2024.

EXECUTIVE SUMMARY: The City of Kerman has entered annual agreements with the Kerman Unified School District to provide School Resource Officer support to the district campuses. Under the annual agreement, Kerman Police personnel respond to requests for law enforcement-related services to district properties. These services are provided 24 hours a day, each day of the year. However, the City provides a specific presence of School Resource Officers during normal school hours and events and the District reimburses the City for the costs associated with providing police services.

DISCUSSION

Historically, the Kerman Police Department has provided a police response to law enforcement related incidents at KUSD properties. The District has been paying to reimburse 80% of the cost of police services for two full-time police officers. The City benefits from the additional workforce options these officers provide and utilizes the officers 20% of the time for non-school-related functions.

FISCAL IMPACT:

The City and The District have reviewed the costs of School Resource Officers to include salaries, benefits, and equipment.

The District agrees to pay City a total of \$190,843.00 for the two SRO’s to provide specialized police services to the District. Payment will be made in two installments of \$95,421.50 to be paid upon being invoiced by the City of Kerman in September 2022 and January 2023. Payments will be made no later than 30 days from the invoice date. The fees paid will be used by the City to cover the cost of the salary, benefits, and equipment needed to perform duties of the SRO’s.

ATTACHMENTS:

- A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING THE ANNUAL AGREEMENT BETWEEN THE CITY OF KERMAN
AND THE KERMAN UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS
FOR FY 2023-2024**

WHEREAS, the annual agreement between the City of Kerman (City) and the Kerman Unified School District (District) for law enforcement school resource officer services expires on June 30, 2023; and

WHEREAS, the City would like to enter a new annual agreement for law enforcement school resource officer services.

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

1. The foregoing recitals are true and correct and incorporated by reference.
2. The Council approves the 2023/2024 annual Agreement for School Resource Officers which is attached as Exhibit 'A' and incorporated by reference.
3. The Council authorizes the city manager to sign the agreement on behalf of the City.
4. This resolution is effective upon adoption.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 22nd day of March 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

This resolution is hereby adopted.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

**SCHOOL RESOURCE OFFICER AGREEMENT
BETWEEN THE CITY OF KERMAN AND THE KERMAN UNIFIED SCHOOL DISTRICT
FOR POLICE SERVICES FOR FY 2023-2024**

This School Resource Officer Agreement (Agreement) is entered into on July 1, 2023, by and between the City of Kerman, a municipal corporation, ("City"), and The Kerman Unified School District ("District").

WHEREAS, District recognizes that the Kerman Police Department's provides necessary public safety and law enforcement services to the City which benefits District; and

WHEREAS, District further recognizes that the Kerman Police Department's assignment of School Resource Officers assigned to the District's schools to perform regular duty law enforcement services is greatly beneficial to District in assisting District in providing its students with campuses which are safe, secure, and peaceful; and

WHEREAS, City recognizes that assignment of School Resource Officers to District Schools will make a safer, secure, and peaceful City.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and of the covenants, conditions, and premises hereinafter contained, to be kept and performed by the respective parties, it is mutually agreed as follows:

Section 1. Role and Responsibilities the City agrees to assign (2) two Police Officers to Kerman High School and its feeder elementary and middle schools as School Resource Officers (SRO). The base of operations for each SRO will be Kerman High School, where it is understood that the officer will respond to non-school calls, as needed, and attend meetings and training, as required by the Kerman Police Department. The scope of work shall be limited to those duties described in the Scope of Work document attached hereto as Exhibit "A" and incorporated by this reference.

Section 2. Compensation District agrees to pay City a total of \$190,843.00 for the two SRO's to provide these services. Payment will be made in two installments of \$95,421.50 to be paid upon being invoiced by the City of Kerman in September 2023 and January 2024. Payments will be made no later than 30 days from the invoice date. The fees paid will be used by the City to cover the cost of the salary, benefits, and equipment needed to perform duties of the SRO's.

Section 3. Effectiveness, Duration and Termination This Agreement shall be effective as of the date first written above, and shall remain in effect for an initial term running through June 30, 2024. Either party may at any time terminate this Agreement without cause at the party's convenience by giving not less than 30 days prior written notice to the other party. Upon such termination, all rights and obligations of each party under this Agreement shall cease as of the Effective Date of Termination, except for those specific obligations that shall survive termination as set forth herein. In the event of early termination, parties agree to pay or reimburse a pro-rated share of the compensation based upon a 12-month timeframe.

Section 4. Indemnification

- A. The District shall indemnify, defend, and hold harmless the City, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of or in connection with the assigned officer's performance of work or his or her failure to comply with any of its obligations contained in the Agreement, except such loss or damage which was caused by the active negligence by the City, or the gross or willful misconduct of the assigned officer.
- B. The City shall indemnify, defend, and hold harmless the District, its officers, officials, employees, and volunteers from and against any and all liability, claims, damage, cost, expenses, awards, fines, judgments, and expenses of litigation (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost) of every nature arising out of the active negligence by the City or the gross or willful misconduct of the assigned officer during the performance of work hereunder.
- C. If the District rejects a tender of defense by the City and/or the assigned officer under this Agreement, and it is later determined that the City and/or the officer breached no duty of care and/or was immune from liability, the District shall reimburse the City and/or officer for any and all litigation expenses (including, without limitation, costs, attorney fees, expert witness fees and prevailing party fees and cost). A duty of care or immunity determination may be made by a jury or a court, including a declaratory relief determination by a court after the City and/or officer settles a liability claim, with or without participation by the District.
- D. The Parties acknowledge that it is not the intent of the Agreement to create a duty of care by the City or its assigned officer that they would not owe in the absence of the Agreement. The Agreement does not create an affirmative duty of care (including, without limitation, a duty to protect, a duty to deter and/or a duty to intervene) by the City or the assigned officer and the absence of the assigned officer and/or the patrol vehicle is not a material breach of this Agreement. The Parties further acknowledge that by entering into this Agreement neither the City nor its assigned officer intends to waive any immunities to which they would be entitled in the absence of the Agreement.

- E. In the event of concurrent negligence on the part of the District or any of its officers, officials, employees, agents or volunteers, and City or any of its officers, officials, employees, agents or volunteers, the liability for any and all such claims, demands and actions in law or equity for such losses, fines, penalties, forfeitures, costs and damages shall be apportioned under the State of California's theory of comparative negligence as presently established or as may be modified hereafter.
- F. The parties' duty to indemnify each other and its officials, officers, employees, agents and volunteers 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 Agreement of indemnification to be provided by the parties. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of the parties or any of its officers, board members, employees, agents, volunteers, invitees, caterers, concessionaires, suppliers, vendors, consultants, contractors or subcontractors.
- G. This section shall survive termination or expiration of this Agreement.

Section 5. Entire Agreement. This Agreement, including all recitals constitutes the entire agreement of the Parties. This Agreement may be amended or modified only by the mutual written agreement of the Parties. This Agreement is invalid unless approved by the legislative body of each Party, although it may be executed by an authorized agent of each Party. An authorized agent of the City shall be a person specifically authorized by the City Council to execute this Agreement.

Section 6. Insurance. It is understood and agreed that District and City maintain insurance policies or self-insurance programs to fund their respective liabilities. Evidence of Insurance, Certificates of Insurance or other similar documentation shall not be required of either party under this Agreement.

Section 7. Nondiscrimination. Neither party shall employ discriminatory practices in their respective performance under this Agreement on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era.

Section 8. Independent Contractor and Not a Partnership. For the purposes of this Agreement, City and District shall act in an independent capacity and not as officers or employees or agents of the other. Nothing in this Agreement establishes, constitute, or will be construed as establishing or constituting a partnership or agency or employment relationship between City and District. Officers providing services under this Agreement shall remain the employees of City, and shall not be employees of District.

Section 9. Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be dully given if delivered personally or deposited into the United States mail, with postage prepaid, addressed to the party to which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice.

Section 10. Binding. Once this Agreement is signed by all parties, it shall be binding upon, and shall inure to the benefit of, all parties, and each parties' respective heirs, successors, assigns, transferees, agents, servants, employees and representatives.

Section 11. Assignment. Neither party may assign or transfer, by operation of law or otherwise, all or any of its rights or obligations under this Agreement without the prior written consent of the other party.

Section 12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

Section 13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

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

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

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

Section 17. Attorney's Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

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

[Signatures on Next Page]

IN WITNESS THEREOF, the parties have caused their authorized agents to execute this Agreement as set forth below:

CITY OF KERMAN

By: _____
John Jansons, City Manager

Date: _____

APPROVED AS TO FORM

Hilda Cantú Montoy, City Attorney

THE KERMAN UNIFIED SCHOOL DISTRICT

By: _____
Gordon Pacheco, Superintendent

Date: _____

Exhibit 'A'
(to agreement)

SCOPE OF WORK

SCHOOL RESOURCE OFFICER

- A. The SRO is a sworn City police officer assigned to provide the law enforcement expertise and resources to assist school staff in maintaining safety, order, and discipline within their assigned school. The SRO will be maintaining safety, order, and discipline within his/her assignment. Although not an employee of the District, the SRO will be considered an active member of the administrative teams that serve each of the District schools.
- B. The SRO's assigned school buildings, grounds, and surroundings will be the SRO's patrol area, and he/she assumes primary responsibility for handling all calls for service and coordinating the response of the other police resources to the school. All criminal activity that comes to the attention of the principal or school staff shall be reported immediately. Information that is not of an emergency nature may be held for action by the SRO upon his/her return to duty.
- C. The SRO's duty schedule will be mutually determined by the District Superintendent and the Chief of Police.
- D. The SRO's schedule will generally be arranged to provide coverage throughout the school day to include peak arrival and departure times before and after school. Whenever possible, the SRO will be visible patrolling the exterior and interior grounds, particularly during the opening or closing of school and during the lunch periods.
- E. The SRO shall wear the regulation police uniform and operate a marked police patrol vehicle while on duty unless otherwise authorized by a supervisor for a specific purpose. The SRO provides a visible deterrent to crime and a positive representative of the Police Department to students and staff.
- F. The SRO shall also assist with training for the school administration in law enforcement and related matters. Information about crime trends and changes in laws relevant to schools shall be disseminated to the school administrative staff to assist them in effectively establishing and maintaining safe school environments.
- G. The SRO may also become involved, through the school principal, with the school's curriculum and provide instruction that will enhance the students' understanding of the police mission and the responsibilities of citizenship.
- H. The SRO shall be responsible for monitoring the social and cultural environment to identify emerging youth gangs. All information concerning gangs shall be provided to appropriate investigative personnel. Gang prevention and early intervention strategies shall be coordinated with the investigations unit.

- I. When it is in the best interest of the City and the school and with the approval of the school principal, the SRO may make formal presentations to, or participate in, school-based community organization meetings such as Parent Teacher Association and School Advisory Council meetings. Participation in other activities such as panel discussions, mentoring programs, and community coalitions or task forces must be approved, in advance by the Police Chief and the school principal.
- J. Programs conducted in schools by other units of the Kerman Police Department shall be coordinated with the SRO and the school principal to avoid redundant services and to ensure equitable distribution of such programs and services.
- K. A critical element of the SRO program is an open relationship and strong communication between the school principal and the SROs. The SRO shall meet as needed, with the assigned school principal for the purpose of exchanging information about current crime trends, problem areas, or other areas of concern which have potential for disruption in the school or within the community.
- L. Other duties and responsibilities of the SRO includes proper disposal of illegal substances recovered by the school and not needed for criminal prosecution, maintaining familiarity with the school's student rules and regulations, attending and providing testimony at school disciplinary hearings, upon request.

TRAINING AND SUPERVISION

- A. The SRO supervisor shall ensure that open lines of communication are in place between all the District schools and the Kerman Police Department. Meetings with the SRO shall be arranged as needed with school administration. The Chief of Police or his/her designee shall meet with the District Administration at least once each semester. The initial SRO /Administration meeting should be held on the date of the implementation of this agreement and be devoted to reviewing school and City expectations and clarifying any operational procedures. The second meeting should occur mid-year and involve a preliminary evaluation of the SRO's performance as well as the identification and resolution of any developing issues. The Chief of Police shall address any concerns regarding the performance of the SRO.
- B. The City shall be responsible for the cost of any required peace officer update training. The School District will pay for any SRO specific training or school that they elect to send the SRO to.
- C. The City shall retain full authority to direct and control the activities of the police officers and supervise and discipline the officers in accordance with City policies and procedures.

POLICE INVESTIGATION AND QUESTIONING

- A. The SRO has been given the authority to stop, question, interview, and take police action without the prior authorization of the principal or contacting parents. With certain

exceptions, the investigation and questioning of students during school hours or at school events should be limited to situations where the investigation is related to the school. Investigations and questioning of students for offenses not related to the operation of or occurring at the school would occur in such situations where, for example, delay might result in danger to any person, flee from the jurisdiction by the person suspected of a crime or destruction of evidence. All criminal and non-criminal contact with a student or faculty member during school hours by any investigating officers should be coordinated through the SRO.

- B. The SRO shall provide information to the appropriate investigative sections of any crimes or leads that come to the attention of the SRO. The SRO should be kept advised of all investigations that involve students from his/her assigned school.
- C. The school principal will be notified as soon as practical of any significant enforcement actions taken by an SRO or investigating officer(s).
- D. The authority of School Resource Officers ("SRO") extends to all schools in California (Penal Code Section 830). SROs do not need permission to enter school grounds, and school officials must not hinder or resist SROs in carrying out their duties on school grounds (Penal Code Section 148).
- E. The School District has designated SROs to be "school officials" who may have a legitimate educational interest in accessing student records. If such access is provided, the SRO must protect the privacy of the student records it receives and may only disclose the student records, or the information obtained from the students records, in compliance with state and federal law.
- F. Unless there is a health or safety emergency requiring disclosure of information contained within student records, the information obtained by an SRO from a student's records may not be shared with other law enforcement agencies or personnel. For this reason, circumstances where the SRO is provided access to student records should be limited and only when there is a legitimate educational interest in providing such access, or, an emergency situation exists.
- G. Access to student records by SROs should only be granted with the approval and supervision of a school administrator. Access shall be duly noted on the Access Log. Student records should remain in the possession of the school administrator(s) at all times.

ARREST PROCEDURES

- A. School Resource Officers are expected to be familiar with school rules and their application with the school. Routinely, rule infractions will not be handled as violations of law, but instead referred to the principal, or his agent, for action. Any questions related to the enforcement of rules versus laws within the school should be discussed with the principal.

- B. The following procedures should be adhered to where arrests of students or staff become necessary:
1. The arrest of a student or school staff member with a warrant or petition should be coordinated through the SRO with prior notification to the principal and accomplished after school hours, when practical.
 2. Arrests of students or school staff members during school hours or on school grounds shall be reported to the principal as soon as practical.
 3. Persons, whose presence on school grounds is in violation of the law, shall be investigated for trespassing.
 4. Discretion and good judgment by an SRO may determine alternative action other than arrest.

SEARCH AND SEIZURE

- A. School officials may conduct searches of students' property or person under their jurisdiction when reasonable suspicion exists that the search will reveal evidence that the student has violated or is violating either the law or the rules of the school. The standard for the search is reasonable suspicion.
- B. The SRO shall not become involved in administrative (school related) searches unless specifically requested by the school to provide security, protection, or for handling of contraband. These searches must be at the direction and control of the school official. At no time shall the SRO request that an administrative search be conducted for law enforcement purposes or have the administrator act as his or her agent.
- C. Any search by an officer shall be based upon probable cause and, when required, a search warrant should be obtained. Stop and frisk will remain an option when there is reasonable suspicion that a criminal act has been committed or may be committed, or that the suspect may be armed.

ADMINISTRATIVE HEARINGS

- A. The SRO shall attend suspension and/or expulsion hearings upon the request of the school principal. The SRO shall be prepared to provide testimony on any actions that were taken by the officer and any personally observed conduct witnessed by the officer. Any evidence presented at any administrative hearing by an SRO is the responsibility of the SRO.
- B. The SRO shall not provide any official Police Department juvenile record to the school during an administrative hearing. As a general rule, release of such information is prohibited by law unless such documents are subpoenaed by the school through the appropriate court.



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: Jesus R. Orozco, Community Development Director

SUBJECT: Annual Progress Report for the General Plan and Housing Element (JRO)

RECOMMENDATION: Council by motion, adopt a resolution accepting the 2022 Annual Progress Report for the General Plan and Housing Element, and authorizing submittal to the State Department of Housing and Community Development and the Governor's Office of Planning and Research including adopting a finding of a Categorical Exemption pursuant to Section 15306 of CEQA Guidelines.

EXECUTIVE SUMMARY: Staff has completed the annual progress report for the City of Kerman's General Plan and Housing Element for the calendar year 2022. Pursuant to Government Code Section 65400, local planning agencies are required to provide an Annual Progress Report to the California Department of Housing and Community Development (HCD) and the Governor's Office of Planning and Research (OPR) by April 1st of each year on the implementation status of the City's General Plan and Housing Element for the prior calendar year. On March 13, 2023, the Planning Commission adopted a resolution (Attachment B) recommending City Council review and accept the 2022 Annual Progress Report for the Kerman 2040 General Plan and Housing Element and authorize staff to submit said report to the corresponding state agencies, including adopting a finding of a Categorical Exemption pursuant to Section 15306 of CEQA Guidelines.

BACKGROUND: Staff has completed the annual progress report (APR) for the Kerman 2040 General Plan and Housing Element for the calendar year 2022 and is presenting the report to the Planning Commission for review and recommendation of findings to the City Council. The purpose of the report is to track the General Plan and Housing Element implementation during each year. The APR needs to be submitted to the California Department of Housing and Community Development (HCD) and Office of Planning and Research (OPR) and HCD by April 1st of each year.

The APR provides local legislative bodies and the public with information regarding the implementation of the General Plan for their respective city. The APR also informs the public of the progress in meeting the community's goals.

The APR fulfills statutory requirements to report certain housing information, including; the local agency's progress in meeting its share of regional housing needs (i.e., applications, entitlements, building permits, and certificates of occupancy), certain rezoning and general plan amendment activities, actions taken towards completion of Housing Element programs, and local efforts to remove governmental constraints to the development of housing.

The attached HCD standardized (Exhibit 'A') APR represents the City's activity for the calendar year of 2022. Some things to consider that may have directly or indirectly impacted the City's ability to attain or meet the General Plan and Housing Element's goals and policies:

- Competitive homebuyers market
- Rising interest rates
- Prohibitive materials costs
- Labor shortage in the construction industry

The APR attached largely accounts for the construction of single-family residences (SFRs) approved as part of two subdivision projects during the 2019 (Tract 6302) and 2020 (Tract 6236) calendar years, in addition to several in-fill lots and accessory dwelling unit (ADU) developments. Overall, 81 building permits for new SFR were issued. Of those 81 building permits, 54 SFRs were issued a certificate of occupancy (CoO), with a total of 144 SFRs being issued a CoO for the reporting year.

General Plan Land Use Goals & Policies

The City of Kerman went through a comprehensive General Plan update in July 2020. The Kerman 2040 General Plan focused on updates to the required elements including; Land Use, Circulation, Housing, Conservation, Open Space, Parks and Recreation, Public Health and Safety, and Public Facilities and Services. The 2040 General Plan also incorporated an optional Economic Development element, to address the economic opportunities and viability of the City.

The City strives to implement all aspects of the General Plan at the earliest opportunity. In particular, the City made progress towards and continues to implement the following goals and policies specific to residential development.

Goal Policy No.	Policy Name	Goal / Policy
LU-2.3	Neighborhood Atmosphere	The City shall continue to actively preserve Kerman's single-family residential neighborhood.
LU-2.4	Architectural Character	During the development review process, the City shall encourage new projects to incorporate high-quality site, architectural, and landscape design.
LU-3.1	Strong Community Edge	The City shall develop and maintain a strong community edge that clearly separates urban and agricultural uses, including through the use of man-made or natural barriers such as streets, railroads, and canals.
LU-3.3	Prevent Sprawl Development	The City shall direct new development to areas that are contiguous to existing or approved development and prevent sprawl development.
LU-7.2	Implementation Program Monitoring	The City shall maintain and annually review the General Plan Implementation Programs. As part of this process,

		the City shall update the prioritization of programs based on applicability, relevance, the timing of initiation, and availability of funding.
LU-7.4	Housing Element Updates	As directed by the California Department of Housing and Community Development (HCD), the City will update and implement a Housing Element that provides policy and programs to encourage the provision of safe, well-designed, accessible, sanitary, and affordable residential areas where people of all ages can live, work and play. This includes equitable distribution of parks and public facilities to all residential areas consistent with legal requirements.
COS-5.3	Sustainable Building Practices	The City shall promote sustainable building practices that incorporate a “whole systems” approach to design and construction that consumes less energy, water, and other non-renewable resources, such as facilitating passive ventilation and effective use of daylight.
PH-4.3	Building Regulations for Seismic Safety	The City shall require all new development to be constructed in accordance with the current seismic safety design standards at the time of initial building plan submittal.

Regional Housing Needs Assessment (RHNA) – 5th Cycle Summary

Progress toward achieving the mandated RHNA allocation is a key component of the annual Housing Element APR submitted to HCD and OPR. The RHNA establishes exactly how many new homes—and at what affordability levels—a jurisdiction is required to plan for within an eight-year planning cycle to address regional and State housing needs. Through the RHNA allocation, each jurisdiction is assigned its “fair share” of housing production at specified affordability levels. The 2022 APR for Kerman, and all jurisdictions within the Fresno Council of Governments (FCOG) (inclusive of Fresno County and eleven other county cities), falls within the 5th RHNA cycle extending from 2015 through the calendar year 2023.

The City’s RHNA allocation and progress for 2015-2023, 5th planning cycle is shown in the summary table below, which is taken directly from “Table B” of the APR provided in Exhibit ‘A’. As identified in the table, 81 net new housing units were issued building permits in 2022, to be counted towards the City’s 909 total allocations for the 5th planning cycle.

Income Level		RHNA Allocation by Income Level (2015-2023)	2015	2016	2017	2018	2019	2020	2021	2022	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	238									1	237
	Non-Deed Restricted						1					
Low	Deed Restricted	211			5	1	6				13	198
	Non-Deed Restricted						1					
Mode rate	Deed Restricted	202			34	37					325	-
	Non-Deed Restricted				9	58	58	21	94	81		
Above Moderate		258					12				79	179
Total Kerman RHNA Allocation		909										
subtotals					48	96	78	21	94	81	418	614

Housing Element

State Housing Element Law (Government Code Section 65580, et seq.) mandates that local governments adequately plan to meet the existing and projected housing needs of all economic segments of the community. The City's current Housing Element, incorporated as part of the Fresno County Multi-Jurisdictional Housing Element, was adopted on April 6, 2016, and addresses housing needs for the 2015-2023 projection period. The recently updated seven sections within the 2040 General Plans address the goals, policies, and programs, extracted from the 2015-2023 Multi-Jurisdiction Housing Element, that apply to the City. The table below addresses the Implementation Programs of the Housing Element as adopted in the Kerman 2040 General Plan Update.

Implementation Program Report			
Program Description	Objective	Time frame in H.E.	Status of Program Implementation
Program A	Review Annexation Standards in Memorandum of Understanding	End of 2025	Ongoing – The City will meet and confirm with the County and required by the MOU adopted in 2021, to ensure the feasibility and viability of urban development as part of the Annexation and Pre-zoning process.
Program B	Rezone and Provision of Adequate Sites	End of 2025	Ongoing – the City will work with property owners and developers to maximize the development ability of land through the rezoning process.

Program C	Monitoring of Residential Capacity (No Net Loss)	End of 2025	Completed - City adopted an ordinance to increase minimum density to 20 units per acre. Rezoned property site zoned Rural Residential (RR) in city limits to Multi-Family Residential.
Program D	Lot Consolidation and Lot Splits	End of 2025	Ongoing - as development occurs, City will encourage lot consolidation or lot splitting to promote the efficient use of land for residential development pursuant to the Subdivision Map Act.
Program E	Affordable Housing Incentives	End of 2025	Ongoing – The City will continue to work with housing developers to expand affordable housing opportunities in the community.
Program F	Farmworker Housing	End of 2025	Ongoing – The City in 2019 adopted ordinance 19-01, relating to Farmworker/Employee Housing. The City will continue to support developments that provide housing for farmworkers and their families.
Program G	Regional Collaboration on Housing Opportunities	End of 2025	Ongoing – City of Kerman continues to actively participate on the MJHE committee. By participating with MJHE members, the City can explore opportunities for further collaboration, and make the best use of limited resources.
Program H	Water and Wastewater Service	End of 2025	Ongoing – City continues to work to address water supply and infrastructure capacity limits and grant priority to affordable housing units.
Program I	Housing Choice Vouchers	By 2025	Ongoing – The City will make Housing Choice Voucher information accessible to residents, via the website and in person. Referrals are made to Housing Authorities
Program J	Encourage and Facilitate Accessory Units (Second Units)	End of 2025	Ongoing – In 2018, the City adopted an ordinance to allow second units in all residential zone

			districts by right, and streamline permit processing. The City will work on making standard ADU plans available for construction by 2023 using grant assistance monies.
Program K	Monitor CUP Requirement for Multifamily and Mixed Use Developments	End of 2025	Ongoing – The City is monitoring CUP requirements to ensure it does not impact mixed or multifamily uses
Program L	Fresno County Homebuyer Assistance Program (HAP)	End of 2025	Ongoing - City staff participates with Fresno County's Homebuyer Assistance Program (HAP). Brochures available at the counter and periodic Utility newsletter. Refer all inquiries to Fresno County.
Program M	First-Time Homebuyer Resources	End of 2025	Ongoing - City staff participates with Fresno County's First-Time Homebuyer Assistance Program. Brochures are available at the counter and periodic Utility newsletter. Refer all inquiries to Fresno County.
Program N	Code Enforcement	Ongoing	Ongoing – The City continues to use code enforcement and substandard abatement processes to bring substandard housing units into compliance.
Program O	Housing Rehabilitation Programs	Ongoing	Ongoing – The City participates with both Fresno County Housing Assistance Rehabilitation Program (HARP) and USDA Home Repair home repair loans/grants- City has loan/grant packages for USDA on staff to assist and promote via the utility newsletters, counter brochures, website.
Program P	Fresno County Rental Rehabilitation Program (RRP)	End of 2025	Ongoing – The City provides rehabilitation program resources via periodic Utility newsletters counter brochures. Referrals are made to Fresno Count.
Program Q	Preservation of Assisted Housing at Risk of	End of 2025	Ongoing – The City will contact property owners and send notices to tenants of their rights and

	Converting to Market Rate		eligibility to obtain special Section 8 vouchers reserved for tenants of converted HUD properties.
Program R	Zoning Code Amendments	End of 2025	Ongoing – The City adopted ordinances 2019-01 and 2021-02 to address Farmworker/Employee Housing. The City is working with a strong consultant to update Title 17 of the Kerman Municipal Code to comply with all administrative and legislative requirements of the Department of Housing and Community Development Department.
Program S	Monitoring of Planning and Development Fees	Ongoing	Ongoing - The City will monitor fee charges for housing development and consider incentives to facilitate affordable housing-City waived Development Impact Fees for an affordable housing apartment project in 2017-Gateway Villa Apartments 61 units.
Program T	Fair Housing	Ongoing	Ongoing – the City will work on an informational fair housing resources brochure for the counter, and public library and has City website resources listed.
Program U	Energy Conservation	Ongoing	Ongoing – The City will work on providing and promoting energy conservation resources for new and rehabilitated developments, via brochures and information on the website.

Conclusion

The General Plan and Housing Element annual reports describe the progress of the City's ongoing efforts to implement and assess identified goals, policies, and objectives in the General Plan and Housing Element. Demonstration of ongoing compliance with State- required reporting ensures that the City maintains eligibility and competitiveness for ongoing grant funding opportunities that may help to implement these goals and policies. City staff will continue its proactive efforts to assist developers, semi-quasi and community groups, and residents achieve project approvals and streamlining building permit issuance.

ENVIRONMENTAL REVIEW: The Project has been determined to be categorically exempt under the California Environmental Quality Act (CEQA) guidelines, Section 15306 (Information

Collection) as it consists of basic data collection which does not result in a serious or major disturbance to an environmental resource. The APR is strictly for information-gathering purposes as required by Government Code Section 65400. Furthermore, none of the exceptions set forth in CEQA Guidelines Section 15300.2 apply to this Project.

FISCAL IMPACT:

None

ATTACHMENTS:

- A. Resolution w/Exhibits
- B. Planning Commission Resolution

Attachment 'A'

RESOLUTION NO. 23-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ACCEPTING THE 2022 ANNUAL PROGRESS REPORT FOR THE KERMAN GENERAL PLAN AND HOUSING ELEMENT AND AUTHORIZE SUBMITTAL TO THE STATE DEPARTMENT OF HOUSING AND COMMUNITY DEVELOPMENT AND THE GOVERNOR'S OFFICE OF PLANNING AND RESEARCH**

WHEREAS, Government Code Section 65400 requires each planning agency to provide an annual report to the City Council regarding the progress towards implementation of the General Plan and Housing Element and submit an annual progress report by April 1 of each year to the State Department of Housing and Community Development and the Governor's Office of Planning and Research; and

WHEREAS, planning staff has prepared a staff report regarding the progress and implementation of the General Plan, Housing Element, and annual progress report for the calendar year 2022, utilizing the prescribed forms and instructions provided by the State Department of Housing and Community Development attached as Exhibit 'A'; and

WHEREAS, the City Council has considered the efforts undertaken by the City to implement the General Plan and Housing Element through both public and private efforts; and

WHEREAS, the City Council finds that the 2022 Annual Progress Report, which includes the General Plan and Housing Element annual progress report, is categorically exempt from California Environmental Quality Act (CEQA), Section 15306, Information Collection; and

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

- Section 1. The above recitals are true and correct and incorporated herein by reference.
- Section 2. The City Council has reviewed and accepted the 2022 Annual Progress Report for the General Plan and Housing Element.
- Section 3. The City Council authorizes staff to submit said report attached as Exhibit 'A' to the State Department of Housing and Community Development and the Governor's Office of Planning and Research pursuant to Government Code Section 65400.
- Section 4. This resolution is effective upon its adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 22nd day of March 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Section 5, Item G.

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

[illegible]

Jurisdiction	Kerman	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

This table is auto-populated once you enter your jurisdiction name and current year data. Past year information comes from previous APRs.
Please contact HCD if your data is different than the material supplied here

Table B														
Regional Housing Needs Allocation Progress														
Permitted Units Issued by Affordability														
		1		2									3	4
Income Level		RHNA Allocation by Income Level		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date (all years)	Total Remaining RHNA by Income Level
Very Low	Deed Restricted	238	-	-	-	-	-	-	-	-	-	-	1	237
	Non-Deed Restricted		-	-	-	-	-	1	-	-	-	-		
Low	Deed Restricted	211	-	-	-	5	-	6	-	-	-	-	13	198
	Non-Deed Restricted		-	-	-	-	1	1	-	-	-	-		
Moderate	Deed Restricted	202	-	-	-	-	-	-	-	-	-	-	325	-
	Non-Deed Restricted		-	-	-	34	37	58	21	94	81	-		
Above Moderate		258	-	-	-	9	58	12	-	-	-	-	79	179
Total RHNA		909												
Total Units			-	-	-	48	96	78	21	94	81	-	418	614
Progress toward extremely low-income housing need, as determined pursuant to Government Code 65583(a)(1).														
		5											6	7
		Extremely Low-Income Need		2015	2016	2017	2018	2019	2020	2021	2022	2023	Total Units to Date	Total Units Remaining
Extremely Low-Income Units*		119	-	-	-	-	-	-	1	-	-	-	1	118

*Extremely low-income housing need determined pursuant to Government Code 65583(a)(1). Value in Section 5 is default value, assumed to be half of the very low-income RHNA. May be overwritten.

Note: units serving extremely low-income households are included in the very low-income RHNA progress and must be reported as very low-income units in section 7 of Table A2. They must also be reported in the extremely low-income category (section 13) in Table A2 to be counted as progress toward meeting the extremely low-income housing need determined pursuant to Government Code 65583(a)(1).

Please note: For the last year of the 5th cycle, Table B will only include units that were permitted during the portion of the year that was in the 5th cycle. For the first year of the 6th cycle, Table B will only include units that were permitted since the start of the planning period. Projection Period units are in a separate column.

Please note: The APR form can only display data for one planning period. To view progress for a different planning period, you may login to HCD's online APR system, or contact HCD staff at apr@hcd.ca.gov.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Jurisdiction	Kerman		
Reporting Year	2022	(Jan. 1 - Dec. 31)	
Table D			
Program Implementation Status pursuant to GC Section 65583			
Housing Programs Progress Report			
Describe progress of all programs including local efforts to remove governmental constraints to the maintenance, improvement, and development of housing as identified in the housing element.			
1	2	3	4
Name of Program	Objective	Timeframe in H.E	Status of Program Implementation
Program A	Review Annexation Standards in Memorandum of Understanding	End of 2025	Ongoing – The City will meet and confirm with the County and required by the MOU adopted in 2021, to ensure the feasibility and viability of urban development as part of the Annexation and Pre-zoning process.
Program B	Rezone and Provision of Adequate Sites	End of 2025	Ongoing – the City will work with property owners and developers to maximize the development ability of land through the rezoning process.
Program C	Monitoring of Residential Capacity (No Net Loss)	End of 2025	Completed - City adopted an ordinance to increase minimum density to 20 units per acre. Rezoned property site zoned Rural Residential (RR) in city limits to Multi-Family Residential.
Program D	Lot Consolidation and Lot Splits	End of 2025	Ongoing - as development occurs, City will encourage lot consolidation or lot splitting to promote the efficient use of land for residential development pursuant to the Subdivision Map Act.
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Program K	Monitor CUP Requirement for Multifamily and Mixed Use Developments	End of 2025	Ongoing – The City is monitoring CUP requirements to ensure it does not impact mixed or multifamily uses
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Program Q	Preservation of Assisted Housing at Risk of Converting to Market Rate	End of 2025	Ongoing – The City will contact property owners and send notices to tenants of their rights and eligibility to obtain special Section 8 vouchers reserved for tenants of converted HUD properties.
Program R	Zoning Code Amendments	End of 2025	Ongoing – The City adopted ordinance 2019-01 and 2021-02 to address Farmworker/Employee Housing. The City is working with a strong consultant to update Title 17 of the Kerman Municipal Code to comply with all administrative and legislative requirements of the Department of Housing and Community Development Department.
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Program T	Fair Housing	Ongoing	Ongoing – the City will work on an informational fair housing resources brochure for the counter, public library and has City website resources listed.

Program U	Energy Conservation	Ongoing	Ongoing – The City will work on providing and promoting energy conservation resources for new and rehabilitated developments, via brochures and information on the website.
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Jurisdiction	Kerman	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

(CCR Title 25 §6202)

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table E

Commercial Development Bonus Approved pursuant to GC Section 65915.7

[illegible]

Jurisdiction	Kerman	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

ANNUAL ELEMENT PROGRESS REPORT
Housing Element Implementation

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

Table F									
Units Rehabilitated, Preserved and Acquired for Alternative Adequate Sites pursuant to Government Code section 65583.1(c)									
Please note this table is optional: The jurisdiction can use this table to report units that have been substantially rehabilitated, converted from non-affordable to affordable by acquisition, and preserved, including mobilehome park preservation, consistent with the standards set forth in Government Code section 65583.1, subdivision (c). Please note, motel, hotel, hostel rooms or other structures that are converted from non-residential to residential units pursuant to Government Code section 65583.1(c)(1)(D) are considered net-new housing units and must be reported in Table A2 and not reported in Table F.									
Activity Type	Units that Do Not Count Towards RHNA ⁺ Listed for Informational Purposes Only				Units that Count Towards RHNA ⁺ Note - Because the statutory requirements severely limit what can be counted, please contact HCD to receive the password that will enable you to populate these fields.				The description should adequately document how each unit complies with subsection (c) of Government Code Section 65583.1 ⁺ . For detailed reporting requirements, see the ckcklist here: https://www.hcd.ca.gov/community-development/docs/adequate-sites-checklist.pdf
	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	Extremely Low-Income ⁺	Very Low-Income ⁺	Low-Income ⁺	TOTAL UNITS ⁺	
Rehabilitation Activity									
Preservation of Units At-Risk									
Acquisition of Residential Units									
Mobilehome Park Preservation									
Total Units by Income									

Jurisdiction	Kerman	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

For up to 25 percent of a jurisdiction’s moderate-income regional housing need allocation, the plan			
Project Identifier			
1			
Prior APN ⁺	Current APN	Street Address	Project Name ⁺
Summary Row: Start Data Entry Below			

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain a

Table F2

Above Moderate Income Units Converted to Moderate Income Pursua

ing agency may include the number of units in an existing multifamily building that were converted to d
this table, please ensure housing developments meet the requirements descr

[illegible]

auto-calculation formulas

nt to Government Code section 65400.2

eed-restricted rental housing for moderate-income households by the imposition of affordability covenants a
ibed in Government Code 65400.2(b).

Household Incomes After Conversion				Units credited toward Ab RHNA
4				5
Low- Income Non Deed Restricted	Moderate- Income Deed Restricted	Moderate- Income Non Deed Restricted	Above Moderate- Income	Total Moderate Income Units Converted from Above Moderate

[illegible]

Jurisdiction	Kerman	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

NOTE: This table must only be filled out if the housing element sites inventory contains a site which is or was owned by the reporting jurisdiction, and has been sold, leased, or otherwise disposed of during the reporting year.

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

[illegible]

Jurisdiction	Kerman	
Reporting Period	2022	(Jan. 1 - Dec. 31)

NOTE: This takes ALL surplus/excess

ANNUAL ELEMENT PROGRESS

Housing Element Implementer

For Fresno County jurisdictions, please format the APN as follows:

[illegible]

le is meant to contain an inventory of
ccess lands the reporting jurisdiction
owns

Note: "+" indicates an optional field
Cells in grey contain auto-calculation formulas

S REPORT

ntation

It's as follows:999-999-99XX

es

[illegible]

Jurisdiction	Kerman	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

NOTE: SB 9 PROJECTS ONLY. This table only needs to be completed if there were lot splits applied for pursuant to Government Code 66411.7 OR units constructed pursuant to 65852.21.

Units entitled/permitted/constructed must also be reported in Table A2. Applications for these units must be reported in Table A.

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Cells in grey contain auto-calculation formulas

Table I

Units Constructed Pursuant to Government Code 65852.21 and Applications for Lot Splits Pursuant to Government Code 66411.7 (SB9)

[illegible]

Jurisdiction	Kerman	
Reporting Period	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

NOTE: STUDENT HOUSING WITH DENSITY BONUS ONLY. This table only needs to be completed if there were student housing projects WITH a density bonus approved pursuant to Government Code 65915(b)(1)(F)

ANNUAL ELEMENT PROGRESS REPORT

Housing Element Implementation

Note: "+" indicates an optional field

Cells in grey contain auto-calculation formulas

Table J

Student housing development for lower income students for which was granted a density bonus pursuant to subparagraph (F) of paragraph (1) of subdivision (b) of Section 65915

[illegible]

Jurisdiction	Kerman	
Reporting Year	2022	(Jan. 1 - Dec. 31)
Planning Period	5th Cycle	12/31/2015 - 12/31/2023

Building Permits Issued by Affordability Summary		
Income Level		Current Year
Very Low	Deed Restricted	0
	Non-Deed Restricted	0
Low	Deed Restricted	0
	Non-Deed Restricted	0
Moderate	Deed Restricted	0
	Non-Deed Restricted	81
Above Moderate		0
Total Units		81

Note: Units serving extremely low-income households are included in the very low-income permitted units totals

Units by Structure Type	Entitled	Permitted	Completed
SFA	0	0	0
SFD	0	79	143
2 to 4	0	0	0
5+	0	0	0
ADU	0	2	1
MH	0	0	0
Total	0	81	144

Housing Applications Summary	
Total Housing Applications Submitted:	0
Number of Proposed Units in All Applications Received:	0
Total Housing Units Approved:	0
Total Housing Units Disapproved:	0

Use of SB 35 Streamlining Provisions	
Number of Applications for Streamlining	0
Number of Streamlining Applications Approved	0
Total Developments Approved with Streamlining	0
Total Units Constructed with Streamlining	0

Units Constructed - SB 35 Streamlining Permits			
Income	Rental	Ownership	Total
Very Low	0	0	0
Low	0	0	0
Moderate	0	0	0
Above Moderate	0	0	0
Total	0	0	0

Cells in grey contain auto-calculation formulas

Jurisdiction	Kerman
Reporting Year	2022 (Jan. 1 - Dec. 31)

Please update the status of the proposed uses listed in the entity's application for funding and the c 50515.02 or 50515.03, as applicable.

Total Award Amount	\$
---------------------------	----

Task	\$ Amount Awarded	\$ Cumulative Reimbursement Requested
Accessory Dwelling Unit Design	\$20,000.00	\$16,000.00
Mixed Use Conceptual Design	\$20,000.00	\$0.00
Multi-family Conceptual Design	\$25,000.00	\$0.00

Summary of entitlements, building permits, and certificates of occupancy (auto-populated from Tab

Completed Entitlement Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted
	Non-Deed Restricted
Moderate	Deed Restricted
	Non-Deed Restricted
Above Moderate	
Total Units	

Building Permits Issued by Affordability Summary	
Income Level	
Very Low	Deed Restricted
	Non-Deed Restricted
Low	Deed Restricted



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Maintenance Agreement with California Department of Transportation for Gateway Monument Sign Located at State Route 145 and W. Jensen Avenue Roundabout (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving the Kerman Gateway Monument Maintenance Agreement with the State of California.

EXECUTIVE SUMMARY: The Council is requested, via the attached Resolution to approve the Kerman Gateway Monument Maintenance Agreement with the State of California through the Department of Transportation (Cal Trans) and authorize City Manager to execute same.

Cal Trans will use Clean California Local Grant Program funds to refurbish the roundabout at State Route 145 and W. Jensen Avenue, south of Kerman to include a monument sign.

On July 13, 2023, the Council approved the design for the gateway monument sign to be located in the roundabout located at State Route 145 and Jensen Avenue with Res. No. 22-54.

Since that time, Cal Trans has finalized their design and planning and now presents and Maintenance Agreement by and between the City and Cal Trans for the Kerman sign facility.

The maintenance responsibilities are primarily limited to periodic cleaning and graffiti removal as needed.

In the event of substantial damage, the City would consider repair and or replacement at that time subject to potential insurance reimbursement or not.

Following completion of all Cal Trans project agreements, documents and award of contracts, improvement work is anticipated to begin in late summer of 2023.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 23-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING OF, AND
AUTHORIZING CITY MANAGER, TO EXECUTE THE KERMAN GATEWAY MONUMENT
MAINTENANCE AGREEMENT WITH THE STATE OF CALIFORNIA (SIGN LOCATED AT STATE
ROUTE 145 AND W. JENSEN AVENUE ROUNDABOUT)**

WHEREAS, the City of Kerman is bisected by State Route 145 (Madera Avenue); and

WHEREAS, the City of Kerman does not have a gateway monument sign feature; and

WHEREAS, the California Department of Transportation intends to use Clean California Local Grant Program funds to refurbish the roundabout at State Route 145 and W. Jensen Avenue and include a monument sign; and

WHEREAS, the City of Kerman desires a roundabout design with a gateway monument sign that is aesthetically pleasing, safe, low-maintenance, and of historic relevance; and

WHEREAS, the City Council approved the design of a gateway monument sign that had input from City Staff and City Council on July 13, 2022 by Res. No. 22-54; and

WHEREAS, the California Department of Transportation has presented the design as included in the Maintenance Agreement; and

WHEREAS, the California Department of Transportation now presents a Maintenance Agreement attached hereto as Exhibit 'A' for execution by the City.

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

- Section 1. The above recitals are true and correct and incorporated herein by reference.
- Section 2. The City Council approves the Gateway Maintenance Agreement with the State of California attached as Exhibit 'A' and incorporated by reference and authorizes the City Manager to execute the Maintenance Agreement.
- Section. 3 This Resolution is effective upon adoption.

The foregoing resolution was approved and adopted by the City Council of the City of Kerman at a regular meeting held on the 22nd day of March 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

KERMAN GATEWAY MONUMENT MAINTENANCE AGREEMENT WITH CITY OF KERMAN

THIS AGREEMENT is made effective this _____ day of _____, 20____, by and between the State of California, acting by and through the Department of Transportation, hereinafter referred to as "STATE" and the City of Kerman; hereinafter referred to as "CITY"; and collectively referred to as "PARTIES."

SECTION I

RECITALS

1. State is proposing to place a Gateway Monument, herein referred to as "MONUMENT," within the STATE right of way on State Route 145, at Jensen Avenue (Postmile 33.13) as shown in Exhibit "A," attached to and made a part of this agreement.
2. CITY has agreed to assume maintenance responsibility of the MONUMENT upon project completion.
3. The PARTIES hereto mutually desire to identify the maintenance responsibilities of CITY for the improvements of MONUMENT constructed within the STATE right of way.
- 4.

NOW THEREFORE, IT IS AGREED AS FOLLOWS:

SECTION II

AGREEMENT

1. In consideration of the mutual covenants and promises herein contained, CITY and STATE agree as follows:
 - 1.1. Exhibit A consists of plan drawings that describe the areas within STATE right of way which are the responsibility of the CITY to maintain in accordance with this Agreement.
 - 1.2. If there is mutual agreement on a change in the maintenance responsibilities between PARTIES, the PARTIES can revise the Exhibit A by a mutual written execution of the exhibit.
2. CITY agrees, at CITY expense, to do the following:
 - 2.1. The degree or extent of maintenance work to be performed, and the standards therefor, shall be in accordance with the provisions of Section 27 of the Streets

and Highways Code and the then current edition of the State Maintenance Manual.

- 2.2. CITY shall ensure that MONUMENT is provided with adequate scheduled routine MAINTENANCE necessary to MAINTAIN a neat and attractive appearance.
- 2.3. CITY and CITY contractors must obtain the necessary Encroachment Permits from STATE's District 06 Encroachment Permit Office prior to entering STATE right of way to perform CITY maintenance responsibilities.
- 2.4. To remove MONUMENT and restore STATE owned areas to a safe and attractive condition acceptable to STATE in the event this Agreement is terminated as set forth herein.
- 2.5. To inspect MONUMENT on a regular monthly basis to ensure the safe operation and condition of the MONUMENT.
- 2.6. To expeditiously MAINTAIN, replace, repair or remove from service any MONUMENT component that has become unsafe or unsightly.
- 2.7. To MAINTAIN MONUMENT within the Agreement limits of the STATE highway right of way, as shown on Exhibit A. MAINTENANCE includes, but is not limited to, restoration work to maintain the integrity of the MONUMENT, and the removal of dirt, debris, and graffiti on the MONUMENT in an expeditious manner.
- 2.8. CITY, at CITY sole cost and expense, shall remove all graffiti from the MONUMENT. CITY is solely responsible for ensuring that any graffiti that in any way resembles a mural, artwork, paintings, or other similar elements shall not be removed without the written authorization of STATE. Graffiti removal must protect air and water quality as required by law. CITY shall conform to the terms stated in STATE's Maintenance Manual, Volume 1, Family D Chapter, D1.06. LOCAL AGENCY shall discuss such possible graffiti removal with STATE's District 06 Transportation Art Coordinator before conducting any graffiti removal or remediation.
- 2.9. Maintenance practices shall protect air and water quality as required by law.
- 2.10. To remove MONUMENT, whenever, in the opinion of STATE, that it creates a safety or operational concern due to deterioration or inadequate maintenance. In the event CITY fails to maintain, repair, rehabilitate, or remove MONUMENT in a timely manner, STATE may remove MONUMENT sixty (60) days following written notification to CITY, and STATE will bill CITY for all costs associated with the removal and restoration of STATE-owned area to its original condition.
- 2.11. All work by or on behalf of CITY will be done at no cost to STATE.

3. STATE agrees to do the following:

- 3.1. May provide CITY with timely written notice of unsatisfactory conditions that require correction by the CITY. However, the non-receipt of notice does not excuse CITY from maintenance responsibilities assumed under this Agreement.
- 3.2. Issue encroachment permits to CITY at no cost to it.
- 3.3. STATE reserves the right to remove MONUMENT due to construction, rehabilitation, or other necessary activities affecting the transportation facilities without any obligation, compensation to, or approval of CITY. STATE will strive to notify CITY of its intent to remove MONUMENT to allow for timely removal and salvage by CITY.
- 3.4. STATE reserves the right to remove MONUMENT or alter parts that presents an immediate safety hazard to the public without delay or advanced notification to CITY.

4. LEGAL RELATIONS AND RESPONSIBILITIES

- 4.1. Nothing within the provisions of this Agreement is intended to create duties or obligations to or rights in third parties not parties to this Agreement or to affect the legal liability of a PARTY to the Agreement by imposing any standard of care with respect to the operation and maintenance of STATE highways and local facilities different from the standard of care imposed by law.
- 4.2. Neither CITY nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by, under or in connection with any work, authority or jurisdiction conferred upon STATE under this Agreement. It is understood and agreed that STATE shall fully defend, indemnify and save harmless CITY and all of their officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including, but not limited to, tortious, contractual, inverse condemnation or other theories or assertions of liability occurring by reason of anything done or omitted to be done by STATE under this Agreement.
- 4.3. Neither STATE nor any officer or employee thereof is responsible for any injury, damage or liability occurring by reason of anything done or omitted to be done by CITY under or in connection with any work, authority or jurisdiction conferred upon CITY under this Agreement. It is understood and agreed that CITY shall fully defend, indemnify and save harmless STATE and all of its officers and employees from all claims, suits or actions of every name, kind and description brought forth under, including but not limited to, tortious, contractual, inverse condemnation

or other theories or assertions of liability occurring by reason of anything done or omitted to be done by CITY under this Agreement.

5. PREVAILING WAGES:

- 5.1. Labor Code Compliance- If the work performed under this Agreement is done under contract and falls within the Labor Code section 1720(a)(1) definition of a "public works" in that it is construction, alteration, demolition, installation, or repair; or maintenance work under Labor Code section 1771. CITY must conform to the provisions of Labor Code sections 1720 through 1815, and all applicable provisions of California Code of Regulations found in Title 8, Chapter 8, Subchapter 3, Articles 1-7. CITY agrees to include prevailing wage requirements in its contracts for public works. Work performed by CITY'S own forces is exempt from the Labor Code's Prevailing Wage requirements.
- 5.2. Requirements in Subcontracts - CITY shall require its contractors to include prevailing wage requirements in all subcontracts when the work to be performed by the subcontractor under this Agreement is a "public works" as defined in Labor Code Section 1720(a)(1) and Labor Code Section 1771. Subcontracts shall include all prevailing wage requirements set forth in CITY's contracts.

6. INSURANCE -

- 6.1. SELF-INSURED - CITY is self-insured. CITY agrees to deliver evidence of self-insured coverage providing general liability insurance, coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certification of self-insurance letter ("Letter of Self-Insurance"), satisfactory to STATE, certifying that CITY meets the coverage requirements of this section. This Letter of Self-Insurance shall also identify the Gateway Monument location as depicted in EXHIBIT A. CITY shall deliver to STATE the Letter of Self-Insurance with a signed copy of this AGREEMENT. A copy of the executed Letter of Self-Insurance shall be attached hereto and incorporate as Exhibit B.
- 6.2. SELF-INSURED using Contractor - If the work performed under this AGREEMENT is done by CITY's contractor(s), CITY shall require its contractor(s) to maintain in force, during the term of this AGREEMENT, a policy of general liability insurance, including coverage of bodily injury liability and property damage liability, naming STATE, its officers, agents and employees as the additional insured in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. Coverage shall be evidenced by a certificate of insurance in a form

satisfactory to the STATE that shall be delivered to the STATE with a signed copy of this Agreement.

7. TERMINATION - This Agreement may be terminated by mutual written consent by PARTIES or by STATE for cause. CITY's failure to comply with the provisions of this Agreement may be grounds for a Notice of Termination by STATE.
8. TERM OF AGREEMENT - This Agreement shall become effective on the date first shown on its face sheet and shall remain in full force and effect until amended or terminated as set forth in Article 7 above.

PARTIES are empowered by Streets and Highways Code Section 114 and 130 to enter into this Agreement and have delegated to the undersigned the authority to execute this Agreement on behalf of the respective agencies and covenants to have followed all the necessary legal requirements to validly execute this Agreement.

IN WITNESS WHEREOF, the PARTIES hereto have set their hands and seals the day and year first above written.

THE CITY OF KERMAN

STATE OF CALIFORNIA
DEPARTMENT OF TRANSPORTATION

By: _____
Gary Yep, Mayor

Initiated and Approved

By: _____
John Jansons, City Manager

By: _____
John Liu, Deputy District Director
Maintenance and Operations

ATTEST:

By: _____
Marci Reyes, City Clerk

By: _____
Hilda Montoy, City Attorney

EXHIBIT A

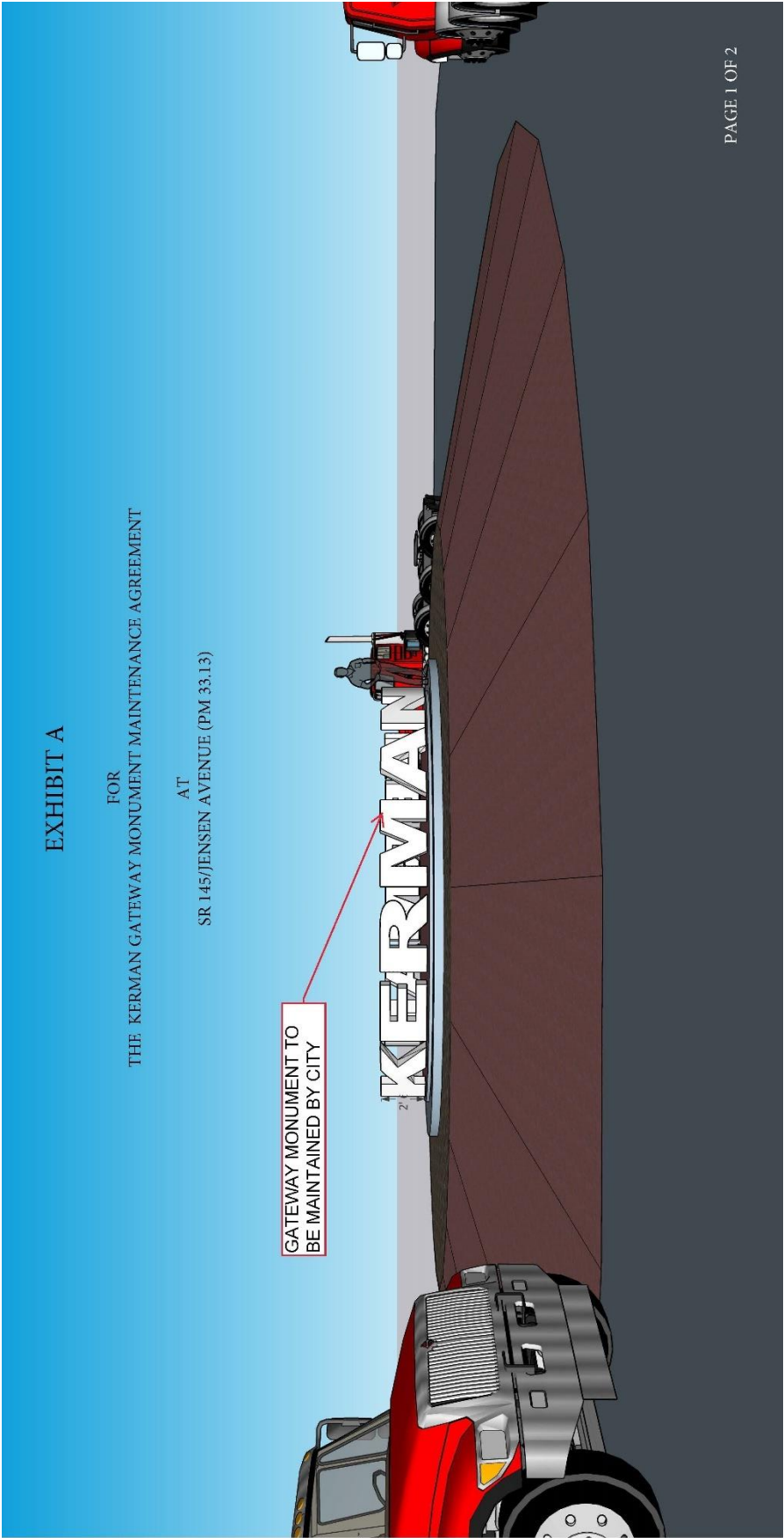


EXHIBIT A

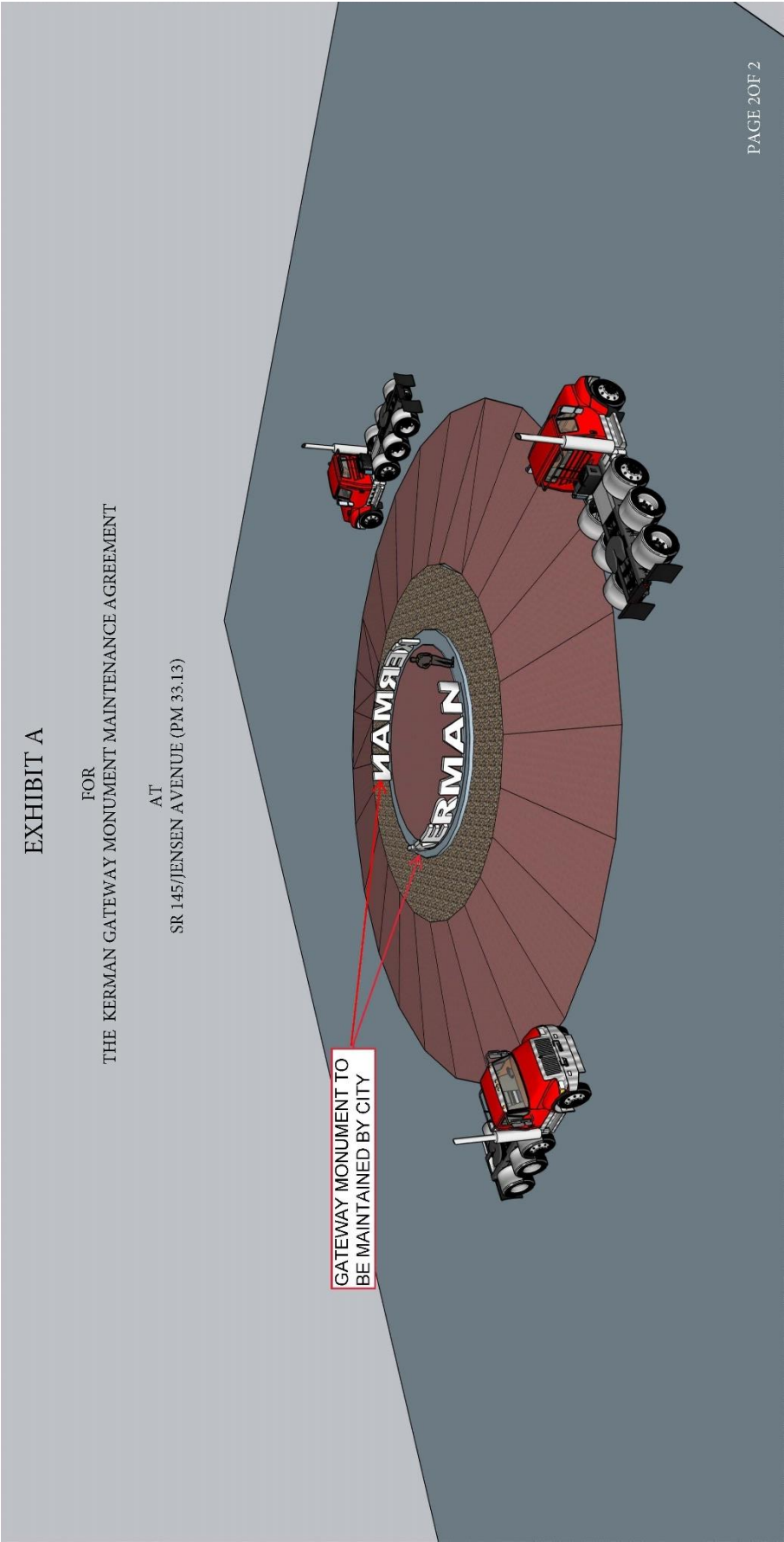


EXHIBIT B – LETTER OF CERTIFICATE OF CITY OF Kerman STATEMENT OF SELF INSURANCE

Department of Transportation, District 6
1352 W. Olive Avenue
Fresno, CA 93728
ATTN: Daniel Lum

_____20__

Department of Finance

RE: Statement of Self Insurance for City of Kerman Related to the Gateway Monument Maintenance Agreement with State of California Department of Transportation ("STATE") along Highway 145at Jensen Avenue (PM 33.13)

Dear Lum:

The purpose of this letter is to certify that the CITY is self-insured and self-funded covering third-party claims arising out of its general operations (for example, commercial general liability and automobile liability insurance). Further the CITY is self-insured covering workers' compensation claims and has received the consent of the State Department of Industrial Relations to do so.

Each fiscal year, as a part of its budgetary process, the CITY appropriates funds specifically to satisfy valid third-party claims and workers' compensation claims, which may be brought against the CITY.

The CITY certifies its self-insured, general liability coverage for bodily injury liability and property damage liability, meets the required coverage amounts in section 6 (INSURANCE) of the Maintenance Agreement, specifically general liability insurance, coverage of bodily injury liability and property damage liability in an amount of \$1 million per occurrence and \$2 million in aggregate and \$5 million in excess. The CITY further represents that regarding any claims made in connection with the Maintenance Agreement by the STATE, the STATE will be first-in-line regarding the reserved, self-insured amounts.

If you need any additional information regarding this letter, please direct those inquiries through my office.

Sincerely,

Josefina Alvarez
Interim Finance Director



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: Marci Reyes, City Clerk

SUBJECT: Appointing Members to the Sales Tax Oversight Committee (MR)

RECOMMENDATION: Council by motion adopt resolution appointing applicants and selected member to the Sales Tax Oversight Committee.

EXECUTIVE SUMMARY: Council adopted the procedure and process of selecting members to the Sales Tax Oversight Committee. The committee is comprised of seven members of voting age and residents of the City. Committee members shall not be current City employees, officials, contractors or vendors of the City.

The Mayor selects one person at large whose term in office shall coincide with that of the Mayor's. Each Councilmember selects one person who resides in the Councilmember's district and whose term in office shall coincide with that of the selecting Councilmember.

With the election of a new Mayor, re-election of District 1, 3 and the resignation of District 4 representative, the Council appointments are as follows:

Mayor Pacheco, At-Large	Myra I. Galvez
Mayor Pro Tem Nijjer, District 4	Surjit Viridi
Council Member Yep, District 1	Gail Chew-Yep
Council Member Herrera, District 3	Araceli Martinez

The Council also selects two members through an open application and appointment process. Currently there is one vacancy in the open positions due to an expired term.

The position was posted on the City's website, E- News, and in the Kerman News. One application was received by the March 15, 2023, deadline for the four-year term by Daniel Babshoff. Mr. Babshoff's application is attached for review. He was invited to attend the meeting for comments or respond to Council questions.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Application

RESOLUTION NO. 23-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPOINTING
THE MEMBERS OF THE SALES TAX OVERSIGHT COMMITTEE

WHEREAS, the City of Kerman passed the Measure M tax initiative in November of 2018;
and

WHEREAS, the measure requires the formation of a citizens review committee; and

WHEREAS, the City Council has approved the criteria for the appointment of the
committee members; and

WHEREAS, the City Council has considered the nominees selected by each district and the
Mayor as well as an applicant to the at-large position.

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

1. The foregoing recitals are true and correct.
2. The following members are appointed to the Measure M Citizens Oversight
Committee: (i) Myra I. Galvez to serve as Mayor Pacheco’s nominee; (ii) Surjit Viridi
to serve as Mayor Pro Tem Nijjer’s nominee; (iii) Gail Chew-Yep to serve as Council
Member Yep’s nominee, (iv) Araceli Herrera to serve as Council Member Herrera’s
nominee; and Daniel Babshoff to serve as an at-large representative.
3. This resolution shall be effective upon adoption.

The foregoing resolution was introduced and adopted by the City Council to the City of Kerman
at a regular meeting of said Council held on the 22nd day of March 2023, and adopted by the
following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

Maria Pacheco
Mayor

Marci Reyes
City Clerk


City of Kerman

850 S. Madera Ave. Kerman, CA 93630

Fax (559) 846-6189

Telephone (559) 846-9384

Nominee Application for City Commission or Committee

**I hereby request that I be considered as a nominee for the following City
Commission or Committee:**

- ☐ Planning Commission ☐ Community Service & Recreation Commission
☒ Measure M Citizen Review Committee*

 Name Daniel Babshoff

 Address 15837 W Monterey Lane

 City Kerman State Ca Zip 93630

 Home Phone (559) 842-7380 Business Phone (559) 246-8507

 Email Address drdbabs@aol.com

 Employed By Self Position Owner/Operator

 I have been a registered voter in the City of Kerman for 25 years.

 I have been a resident of Kerman for 43 years. (There is no residency requirement.)

 Are you a citizen of the United States? Yes X No _____

 Have you ever been convicted of a felony? Yes _____ No X

(If your answer is "yes," please explain the nature of the felony conviction on a separate sheet of paper and attach to this form.)

Please state your education background:

Bachelors Degree in Agronomy Crop Science at Fresno State University

Please list any organizations of which you are a member and any offices you have held in those organizations:

Rotary, Kerman Unified School Board Trustee, Fresno County School Board Trustee Assosication, California School Board Association, Fresno County School District Re Organization Committee, Various Committees, Boards, Organizations in the Agriculture Sector, Board Member San Joaquin Political Academy

*The Committee Measure M Member cannot be a current City employee, official, contractor or vendor of the City



Nominee Application for City Commission or Committee

Page 2 of 2

Please list any appointed public boards or commissions on which you have served, dates of service, and chairmanship or office held:

See above

Do you believe your experience (personal, education, professional) applies to your effectively servicing to this Commission/Committee? If so, please explain:

Yes. I have extensive experience serving on commission's and committees's to understand how they effectively work and run to produce positive outputs thus generating publics trust through transparency and positive relationships.

Do you have any personal goals or objectives that might be achieved by serving on this Commission/Committee? If so, explain:

To serve my community where my help is needed.

References (optional):

If References need please ask

Signed  Date 3/15/23

**Please return your completed application to
The City of Kerman,
850 S. Madera Avenue, Kerman, CA, 93630**

Attachment 'B'

RESOLUTION NO. 23-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPOINTING
THE MEMBERS OF THE SALES TAX OVERSIGHT COMMITTEE**

WHEREAS, the City of Kerman passed the Measure M tax initiative in November of 2018;
and

WHEREAS, the measure requires the formation of a citizens review committee; and

WHEREAS, the City Council has approved the criteria for the appointment of the
committee members; and

WHEREAS, the City Council has considered the nominees selected by each district and the
Mayor as well as an applicant to the at-large position.

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

1. The foregoing recitals are true and correct.
2. The following members are appointed to the Measure M Citizens Oversight Committee: (i) Myra I. Galvez to serve as Mayor Pacheco's nominee; (ii) Surjit Viridi to serve as Mayor Pro Tem Nijjer's nominee; (iii) Gail Chew-Yep to serve as Council Member Yep's nominee, (iv) Araceli Herrera to serve as Council Member Herrera's nominee; and Daniel Babshoff to serve as an at-large representative.
3. This resolution shall be effective upon adoption.

The foregoing resolution was introduced and adopted by the City Council to the City of Kerman at a regular meeting of said Council held on the 22nd day of March 2023, and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Award of Contract for the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) to Emmett Valley Construction, Inc. (JJ)

RECOMMENDATION: Council by motion adopt the resolution awarding the contract for the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) to Emmett Valley Construction, Inc. in the amount of \$351,738.00 and authorize the City Manager to sign the contract.

EXECUTIVE SUMMARY:

The Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030), will consist of the rehabilitation of the existing pavement on Kearney Boulevard from Park Avenue to Del Norte Avenue. Portions of the street with more significant deterioration will be dug out and reconstructed and then the entire street will receive an asphalt overlay to provide a smooth driving surface. The Project will also include the replacement of various concrete improvements where they are currently damaged or non-compliant with ADA accessibility guidelines. The Project was advertised and bids were received from eleven contractors on Wednesday, March 8, 2022, and the results are as follows:

Contractor	Base Bid
Emmett Valley Construction, Inc.	\$351,738.00
Bush Engineering, Inc.	\$355,420.00
Central Valley Asphalt	\$358,000.00
Dave Christian Construction Co., Inc.	\$370,417.60
Asphalt Design by Juan Gomez	\$378,000.00
R.J. Berry Jr., Inc.	\$389,376.40
Avison Construction, Inc.	\$399,095.00
Jim Crawford Construction Co., Inc.	\$439,200.58
American Paving Co.	\$449,049.90
Cal Valley Construction, Inc.	\$449,414.42
Dawson-Mauldin, LLC	\$457,918.50
Engineer's Estimate	\$408,163.00

Staff has reviewed the bid submitted by Emmett Valley Construction, Inc., along with information regarding their previous work experience. Based on review, Staff has determined the bid received to be responsive and Emmett Valley Construction, Inc. to be a responsible contractor.

FISCAL IMPACT:

The total estimated Project cost is \$490,000, including design, construction, construction management, and contingency. The Project will be funded with \$382,523 in Federal Surface Transportation Block Grant (STBG) funds and \$107,477 from Local Transportation Funds. There are sufficient Local Transportation Funds budgeted in the FY 22/23 Budget for the Project.

Attachments:

A. Resolution

Attachment 'A'

RESOLUTION NO. 23-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
AWARDING CONTRACT FOR THE KEARNEY BOULEVARD REHABILITATION,
FEDERAL PROJECT NO. STPL-5291(030), TO EMMETT VALLEY CONSTRUCTION, INC.**

WHEREAS, the Invitation to Bid for the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030), was published in the Kerman News on February 1, 2023 and was sent electronically and mailed to all construction trade journals specified for the City by the California Uniform Construction Cost Accounting Commission in accordance with the City's Formal Contract Procedures and California Public Contract Code Section 22037 and;

WHEREAS, the Project consists of the rehabilitation of the existing pavement on Kearney Boulevard from Park Avenue to Del Norte Avenue, within the City of Kerman; and

WHEREAS, the following bids for the Project were publicly opened and read aloud at the Kerman City Hall on March 8, 2022 at 2:00 p.m.:

Contractor	Base Bid
Emmett Valley Construction, Inc.	\$351,738.00
Bush Engineering, Inc.	\$355,420.00
Central Valley Asphalt	\$358,000.00
Dave Christian Construction Co., Inc.	\$370,417.60
Asphalt Design by Juan Gomez	\$378,000.00
R.J. Berry Jr., Inc.	\$389,376.40
Avison Construction, Inc.	\$399,095.00
Jim Crawford Construction Co., Inc.	\$439,200.58
American Paving Co.	\$449,049.90
Cal Valley Construction, Inc.	\$449,414.42
Dawson-Mauldin, LLC	\$457,918.50

WHEREAS, the City Engineer's Estimate was \$408,163.00 for the Base Bid.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES AS FOLLOWS:

1. Upon the recommendation of the City Engineer, the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030), be awarded to: Emmett Valley Construction, Inc., 514 N. Brawley Ave., Fresno, CA 93706 in the amount of Three Hundred and Fifty-One Thousand Seven Hundred and Thirty-Eight Dollars and Zero Cents (\$351,738.00).

2. The City Manager is authorized to sign the City's standard form of agreement for construction projects, as contained in the bid package on behalf of the City of Kerman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 22nd day of March, 2023, and passed at said meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: February 22, 2023

PRESENTER: Josefina Alvarez, Interim Finance Director

SUBJECT: : Update on Utility Account Delinquencies with Possible Direction to Staff (JA)

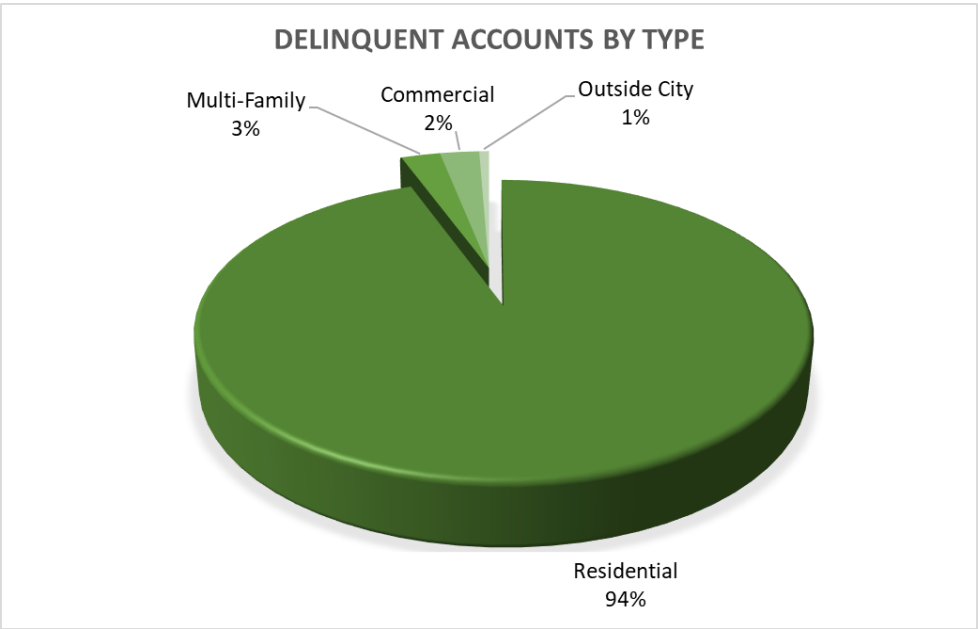
RECOMMENDATION: Receive report on utility account delinquencies and provide direction to staff if any.

EXECUTIVE SUMMARY: During the COVID-19 State of Emergency the City placed its process for water delinquent accounts on hold. As the State of Emergency ended on February 28, 2023, the City of Kerman will resume the process for addressing delinquent water accounts.

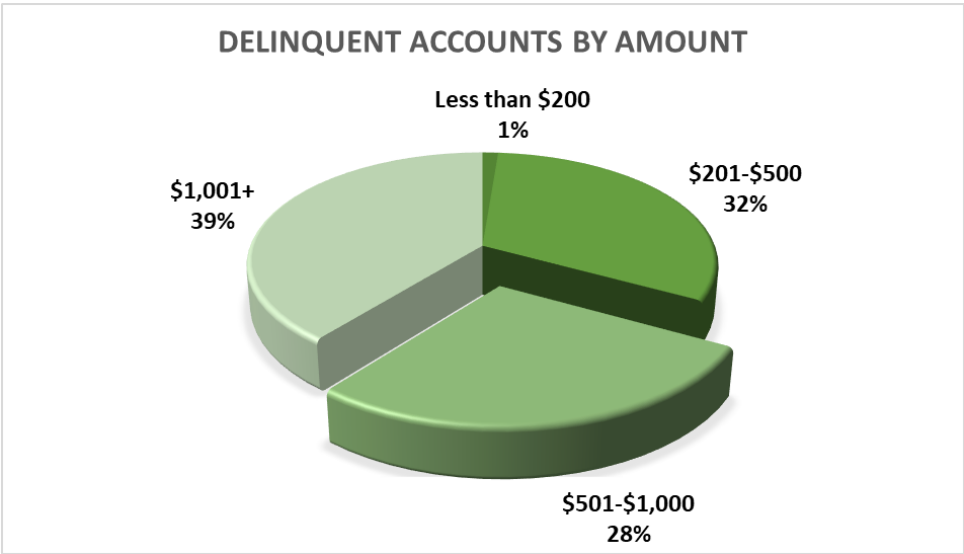
In January 2020, the City adopted Kerman Municipal Code Section 13.04.091 and Resolution No. 20-04 adopting a policy to comply with SB 998 to assist residential water users who lose access to water service due to their inability to pay. Staff will resume the process set forth in the City's Policy to address delinquent accounts. Staff will be doing multiple forms of outreach to our residents to ensure that if they have any financial difficulties, a payment plan is set in place, per the City's Policy. They will be encouraged to contact the Low Income Household Water Assistance Program (LIHWAP), a low income household assistance program that helps utility customers with their utility bill. Staff will be sending a general notice of intent to proceed with collection of delinquent accounts in April. In May, a detailed notice to those customers that are more than 60 days past due will be mailed and in June a doorhanger will be hung at each address that is 60 days or more as required by the City Policy.

Staff mailed out a notice in the March utility bill which stated that penalties would resume if the past due balance is not paid by April 30, 2023. Staff included the LIHWAP phone number and a direct contact to City staff to set up payment plans. Staff has already received multiple phone calls from residents that would like to set up payments plans for their past due balances.

A report was generated on February 24, 2023, which included 322 past due accounts with 60 days or more past due (per SB998 guidelines) with a total past due of \$366,041.29. There was a total of 304 residential accounts or 94.41%, 8 multi-family accounts or 2.48%, 8 commercial accounts or 2.48% and 2 accounts outside City Limits or 0.62%.



From the 322 delinquent accounts, 4 accounts owe \$200 or less, 102 accounts owe \$201-\$500, 90 accounts owe \$501-\$1,000 and 126 accounts owe \$1,001 or more.



Staff would like to address any commerical accounts that are delinquent first and then periodically shut off quadrants as time permits. Water disconnections would occur Monday-Thursday from 8:00am-12:00pm and water connections would occur the same day payment is received from 1:00pm-5:00pm.

FISCAL IMPACT: Increase in Enterprise Fund revenues.



STAFF REPORT

MEETING DATE: March 22, 2023

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Mid-Year Budget Status Report Fiscal Year 2022-2023 (JA)

RECOMMENDATION: Council review the Mid-Year Budget Report and approve resolution adopting revisions to the Fiscal Year 2022-2023 Budget.

EXECUTIVE SUMMARY: The City of Kerman performs a mid-year budget analysis of revenue and expenditures for the first half of fiscal year (July 1st through December 31st). This analysis is also used as part of the preparation for the upcoming FY 2023-2024 budgeting process.

The Fiscal Year 2022-2023 annual budget was adopted on June 22, 2022, with a General Fund deficit of \$3,741,109 when considering Measure M capital projects. On November 9, 2022, staff brought forth the 1st quarter budget adjustments which resulted in reducing the General Fund deficit of \$3,741,109 down to \$1,888,857.68, if the ARPA money is included and the SLESF money (included in last quarters budget adjustment) is exluded. The 1st quarter budget adjustments also reduced the surplus of the the Enterprise Funds of \$199,742 to \$5,597.90. Staff is recommending some budget adjustments to the General Fund and other funds due to unforeseen operational expenses and revenues. Exhibit 'B' lists each revenue and expense that staff is proposing to adjust this fiscal year.

With the proposed adjustments, the General Fund will eliminate the deficit and end up with a surplus of \$901,589 by increasing revenues by \$254,145.82 and reducing expenses by \$4,364,190.44.

FISCAL IMPACT: The overall fiscal impact based on the budget adjustments listed above will eliminate the General Fund deficit of \$3,716,748 and generate a surplus of \$901,589 not including the ARPA money since Hart Ranch Park will not be completed this fiscal year. The overall fiscal impact on the Enterprise Funds excluding the Internal Service Funds would increase the combined surplus of \$5,597.90 to \$65,120.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 23-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ADOPTING REVISIONS TO THE FISCAL YEAR 2022-2023 BUDGET

WHEREAS, the City Council approved the Fiscal Year 2022-2023 Budget by Resolution 22-43 dated June 22, 2022; and

WHEREAS, adjustments are requested for the Fiscal Year 2022-2023 budget based on the actual and estimated sources and uses; and

WHEREAS, the Fiscal Year 2022-2023 Budget adjustments requests include adjustments totaling minus (-) \$4,513,856.34 per the attached schedule identified as Exhibit 'A' to this resolution; and

WHEREAS, a Mid-Year Budget Report is attached as Exhibit 'B' which includes more detailed information on the City's mid-year status.

NOW, THEREFORE, be it resolved by the City Council of the City of Kerman as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. The Council approves adjustments to expenditures for the Fiscal Year 2022-2023 budget as outlined in the schedule attached as Exhibit 'A'.
3. The Council accepts and has considered the Mid-Year Budget Report as outlined in Exhibit 'B' in adopting this resolution.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 22nd day of March 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

Account	Description	Budget Amt	New Amt	Increase/ Decrease	Notes
100-2002-420-55-00	Workers Compensation Expense	1,129.58	1,041.21	(88.37)	Recreation Coordinator Payroll Distribution Change (included Farmers Market NRPA)
100-2002-420-60-00	SDI Expense	1,254.57	1,050.18	(204.39)	Recreation Coordinator Payroll Distribution Change (included Farmers Market NRPA)
100-2002-555-00-00	Dues/Subscriptions	3,387.00	4,201.00	814.00	Corrected from last Budget Adjustment - New Employee Memberships
100-2010-410-30-00	Overtime	0.00	198.29	198.29	
100-2010-510-01-00	Contract Services	37,500.00	54,541.77	17,041.77	
100-2044-410-10-00	Salary	83,822.12	86,252.93	2,430.81	Hired CS Director with Prior Work Experience
100-2044-420-12-00	FICA MED Tax Expense	1,215.42	7,999.60	6,784.18	Hired CS Director with Prior Work Experience
100-2044-515-01-00	Utilities	10,000.00	19,390.47	9,390.47	Increase in Utility Charges
100-2044-521-02-00	General Supplies & Postage	100.00	800.00	700.00	
100-2062-515-01-00	Utilities	3,400.00	15,281.91	11,881.91	Increase in Utility Charges
100-2065-410-10-00	Salary	14,394.60	18,757.01	4,362.41	Changed PR Distribution for 2nd Recreation Coordinator
100-2065-420-50-00	Retirement City Contribution	1,075.28	1,400.90	325.62	Changed PR Distribution for 2nd Recreation Coordinator
100-2069-515-01-00	Utilities	40,000.00	60,000.00	20,000.00	
100-2069-600-04-00	Capital Equipment-4 Chair Rack	0.00	1,156.33	1,156.33	Equipment
100-3011-410-30-00	Overtime	50,000.00	112,200.00	62,200.00	
100-3011-420-22-00	SUI Expense	9,321.16	17,321.16	8,000.00	Unemployment Expense
100-3011-552-02-00	Public Notice - Advertising	2,000.00	2,534.70	534.70	PD Referrals & Job Announcements
100-3011-600-03-04	Capital Outlay/Technology Equi	17,000.00	17,690.62	690.62	
100-3011-600-03-05	Tasers	0.00	106,848.65	106,848.65	Tasers - Approved by Council
100-3041-410-10-00	Salary	27,574.31	33,575.10	6,000.79	Hired new Animal Control Officer with Prior Work Experience
100-3041-420-11-00	FICA Tax Expense	1,661.87	16,536.12	14,874.25	Hired new Animal Control Officer with Prior Work Experience
100-3041-420-12-00	FICA MED Tax Expense	388.66	15,636.10	15,247.44	Hired new Animal Control Officer with Prior Work Experience
100-3041-420-50-00	Retirement City Contribution	2,002.28	16,721.78	14,719.50	Hired new Animal Control Officer with Prior Work Experience
100-3041-420-55-00	Workers Compensation Expense	260.58	15,545.83	15,285.25	Hired new Animal Control Officer with Prior Work Experience
100-3041-420-60-00	SDI Expense	294.85	15,560.79	15,265.94	Hired new Animal Control Officer with Prior Work Experience
100-3041-510-01-00	Contract Services	2,300.00	4,300.00	2,000.00	Animal Control Emergency Services
100-3041-521-01-00	Office Supplies	100.00	200.00	100.00	
100-3050-410-30-00	Overtime	4,000.00	8,500.00	4,500.00	
100-3050-410-36-00	FTO Wages	0.00	560.00	560.00	
100-3999-334-30-02	Cal OES Fires	0.00	11,545.00	(11,545.00)	Reimbursement for Mariposa Fires
100-3999-334-30-15	National Opioids Settlements	0.00	9,204.56	(9,204.56)	Opioid Settlements
100-3999-334-30-16	Officer Wellness/Mental Health	0.00	25,000.00	(25,000.00)	Officer Wellness & Mental Health Grant
100-3999-410-30-02	Cal OES Fires	0.00	11,545.00	11,545.00	
100-3999-520-00-15	National Opioids Settlements	0.00	9,204.56	9,204.56	
100-3999-520-00-16	Officer Wellness/Mental Health	0.00	25,000.00	25,000.00	

Account	Description	Budget Amt	New Amt	Increase/ Decrease	Notes
100-4010-410-30-00	Overtime	3,000.00	5,734.30	2,734.30	
100-4010-510-03-00	Tree Trimming	10,000.00	19,000.00	9,000.00	
100-4010-555-04-00	Taxes & Assessments (FID)	2,500.00	5,841.08	3,341.08	Giacolini Property Proration
100-5005-510-10-00	Professional Services-Audit	15,580.00	40,635.00	25,055.00	Fee Study Carried over from Last FY
100-5005-521-02-00	General Supplies	1,500.00	1,704.15	204.15	Storage Equipment
100-5005-552-02-00	Public Notice - Advertising	0.00	391.25	391.25	Job Advertisement for Finance Director
100-5005-555-00-00	Dues/Subscriptions	400.00	579.59	179.59	
100-6003-510-10-00	Professional Services	130,000.00	221,623.81	91,623.81	Increase in Legal Services
100-6004-410-10-00	Salary	20,989.65	22,193.29	1,203.64	
100-6004-410-20-00	Part-Time Wages	5,323.57	-	(5,323.57)	No Part Time worker will be hired this FY
100-6004-420-11-00	FICA Tax Expense	1,631.42	1,275.49	(355.93)	No Part Time worker will be hired this FY
100-6004-420-12-00	FICA MED Tax Expense	381.54	300.50	(81.04)	No Part Time worker will be hired this FY
100-6004-420-40-00	Health Insurance Expense	6,308.75	5,363.67	(945.08)	No Part Time worker will be hired this FY
100-6004-420-55-00	Workers Compensation Expense	266.84	232.14	(34.70)	No Part Time worker will be hired this FY
100-6004-420-60-00	SDI Expense	289.45	209.18	(80.27)	No Part Time worker will be hired this FY
100-6004-551-01-00	Communications-Telephone	0.00	164.97	164.97	New Budget Line for City Clerk/Code Enforcement
100-6004-552-02-00	Public Notice - Advertising	0.00	1,205.00	1,205.00	Job Advertisement for Code Enforcement Officer
100-6004-556-00-00	Community, Employees & Pub Rel	3,500.00	5,000.00	1,500.00	Community Events
100-7001-410-10-00	Salary	22,346.42	23,204.09	857.67	
100-7001-410-37-00	Vehicle Allowance	375.00	656.25	281.25	
100-7001-420-11-00	FICA Tax Expense	1,385.48	1,490.53	105.05	
100-7001-420-12-00	FICA MED Tax Expense	324.02	348.76	24.74	
100-7001-420-55-00	Workers Compensation Expense	228.99	236.14	7.15	
100-7001-510-03-00	Cont.Svc-DevelopmentConsulting	600,000.00	10,000.00	(590,000.00)	
100-7001-600-03-70	Animal Shelter	0.00	100,176.40	100,176.40	Final Payments/Dog Run
100-7001-600-03-73	East Side Comm. Park(25 Acres)	4,508,685.00	150,000.00	(4,358,685.00)	Will not be Completing Park this Fiscal Year
100-7001-600-03-74	Downtown Revitalization Prog	421,750.00	150,000.00	(271,750.00)	
100-7001-600-03-75	Clean CA Downtown Corridor Rev	0.00	271,750.00	271,750.00	
100-8000-600-03-16	Lighting for Range at WWTP	5,100.00	14,496.82	9,396.82	
130-0000-361-02-00	Lease Income	0.00	67,123.55	(67,123.55)	PFA Lease Payment
140-0000-344-50-00	Development Impact Fees	147,000.00	180,566.20	(33,566.20)	10 Finals through FY 22-23
180-0000-344-50-00	Development Impact Fees	84,000.00	99,619.40	(15,619.40)	10 Finals through FY 22-23
300-0000-361-01-00	Interest Earnings	0.00	500.00	(500.00)	
410-4041-410-10-00	Salary	316,741.82	281,105.76	(35,636.06)	Hired PW Lead with Prior Work Experience
410-4041-410-30-00	Overtime	12,428.00	17,998.96	5,570.96	

Account	Description	Budget Amt	New Amt	Increase/ Decrease	Notes
410-4041-420-11-00	FICA Tax Expense	22,037.04	19,823.60	(2,213.44)	Hired PW Lead with Prior Work Experience
410-4041-420-12-00	FICA MED Tax Expense	5,389.39	4,573.19	(816.20)	Hired PW Lead with Prior Work Experience
410-4041-420-22-00	SUI Expense	1,832.27	9,832.27	8,000.00	Unemployment Expense
410-4041-420-40-00	Health Insurance Expense	58,774.07	40,301.21	(18,472.86)	Hired PW Lead with Prior Work Experience
410-4041-420-50-00	Retirement City Contribution	29,685.28	24,418.31	(5,266.97)	Hired PW Lead with Prior Work Experience
410-4041-420-55-00	Workers Compensation Expense	38,482.56	33,525.50	(4,957.06)	Hired PW Lead with Prior Work Experience
410-4041-420-60-00	SDI Expense	4,890.44	3,384.22	(1,506.22)	Hired PW Lead with Prior Work Experience
410-4041-521-03-01	Special Supplies - FID S Water	56,115.00	57,232.90	1,117.90	FID Water
410-4041-552-02-00	Public Notice - Advertising	0.00	1,092.50	1,092.50	Job Advertisement for WWTP Manager
410-4041-600-03-03	Capital Imp-Well 9A Emerg Rep	0.00	59,045.47	59,045.47	Emergency Repair on Well 9A
410-5005-410-30-00	Overtime	600.00	850.00	250.00	
410-5005-521-02-00	General Supplies	500.00	1,179.07	679.07	Storage Equipment
410-5005-552-02-00	Public Notice - Advertising	0.00	391.25	391.25	Job Advertisement for Finance Director
420-4042-410-10-00	Salary	277,222.31	255,754.17	(21,468.14)	Hired PW Lead with Prior Work Experience
420-4042-410-30-00	Overtime	7,500.00	17,624.45	10,124.45	
420-4042-420-11-00	FICA Tax Expense	19,216.26	18,225.33	(990.93)	Hired PW Lead with Prior Work Experience
420-4042-420-12-00	FICA MED Tax Expense	4,729.70	4,303.10	(426.60)	Hired PW Lead with Prior Work Experience
420-4042-420-22-00	SUI Expense	1,604.79	11,102.50	9,497.71	Unemployment Expense
420-4042-420-40-00	Health Insurance Expense	50,456.35	36,076.97	(14,379.38)	Hired PW Lead with Prior Work Experience
420-4042-420-50-00	Retirement City Contribution	25,882.90	22,012.19	(3,870.71)	Hired PW Lead with Prior Work Experience
420-4042-420-55-00	Workers Compensation Expense	34,838.16	32,108.51	(2,729.65)	Hired PW Lead with Prior Work Experience
420-4042-420-60-00	SDI Expense	4,389.98	3,008.29	(1,381.69)	Hired PW Lead with Prior Work Experience
420-4042-510-01-00	Contract Services	30,000.00	130,000.00	100,000.00	Extra sludge hauling not done previous year, additional repair and maintenance
420-4042-510-10-00	Professional Services	2,500.00	6,314.00	3,814.00	2020 UWMP (Urban Water Management Plan)
420-4042-521-04-00	Special Supplies-Major Repairs	40,000.00	52,000.00	12,000.00	Equipment Failure/Maintenance Repair
420-4042-552-02-00	Public Notice - Advertising	0.00	1,092.50	1,092.50	Job Advertisement for WWTP Manager
420-5005-521-02-00	General Supplies	500.00	1,208.56	708.56	
420-5005-552-02-00	Public Notice - Advertising	0.00	391.25	391.25	Job Advertisement for Finance Director
420-8000-600-03-62	Goldenrod/CA Lift Station Pump	16,524.00	18,007.30	1,483.30	
430-5005-410-30-00	Overtime	1,200.00	1,450.00	250.00	
430-5005-521-03-00	General Supplies	500.00	958.96	458.96	Storage Equipment
430-5005-552-02-00	Public Notice - Advertising	0.00	391.25	391.25	Job Advertisement for Finance Director
470-4047-515-01-00	Utilities	1,000.00	1,750.00	750.00	Increase in Utility Charges
500-4050-410-10-00	Salary	113,655.72	115,264.89	1,609.17	
500-4050-410-35-00	Stand By	1,514.61	2,294.23	779.62	

Account	Description	Budget Amt	New Amt	Increase/ Decrease	Notes
500-4050-420-11-00	FICA Tax Expense	3,321.86	7,325.06	4,003.20	Discrepancy in formula on Budget Sheet
500-4050-420-12-00	FICA MED Tax Expense	4,781.59	1,666.61	(3,114.98)	Discrepancy in formula on Budget Sheet
500-4050-420-40-00	Health Insurance Expense	22,885.92	25,900.29	3,014.37	Discrepancy in formula on Budget Sheet
500-4050-420-50-00	Retirement City Contribution	5,085.38	12,473.36	7,387.98	Discrepancy in formula on Budget Sheet
500-4050-420-55-00	Workers Compensation Expense	5,724.64	13,959.60	8,234.96	Discrepancy in formula on Budget Sheet
500-4050-420-60-00	SDI Expense	16,205.25	1,180.79	(15,024.46)	Discrepancy in formula on Budget Sheet
500-4050-515-01-00	Utilities	14,500.00	21,184.95	6,684.95	Increase in Utility Charges
500-4050-521-03-00	Vehicle & Eq Parts/Supplies	6,500.00	12,500.00	6,000.00	
500-4050-521-03-04	Vehicle Repairs	40,000.00	53,000.00	13,000.00	
500-4050-521-03-05	Equipment Repairs and Mainten.	30,000.00	35,000.00	5,000.00	
500-4050-551-02-00	Communications-Cellular Phone	660.00	1,397.32	737.32	Purchased new Technology Equipment for Fleet Dept
500-8000-600-04-33	Patrol Vehicles	0.00	144,879.78	144,879.78	2 Vehicles Carried over from Last FY-Chief's vehicle will be reimbursed by RMA
540-0000-344-50-00	Development Impact Fees	272,128.00	319,960.89	(47,832.89)	10 Finals through FY 22-23
570-0000-344-50-00	Development Impact Fees	300,672.00	324,162.00	(23,490.00)	10 Finals through FY 22-23
730-2046-410-10-00	Salary	0.00	7,313.00	7,313.00	
730-2046-410-20-00	Part-Time Wages	17,680.00	-	(17,680.00)	
730-2046-420-40-00	Health Insurance Expense	0.00	1,133.49	1,133.49	
740-2045-410-10-00	Salary	0.00	10,449.90	10,449.90	
740-2045-410-20-00	Part Time Salaries	13,260.00	2,810.10	(10,449.90)	
740-2045-420-40-00	Health Insurance Expense	0.00	1,113.97	1,113.97	
740-2045-420-50-00	Retirement City Contribution	0.00	740.66	740.66	
750-4075-410-10-00	Salary	94,813.20	104,544.72	9,731.52	Hired PW Lead with Prior Work Experience
750-4075-410-30-00	Overtime	5,000.00	7,208.74	2,208.74	
750-4075-410-35-00	Stand By	1,267.83	4,414.45	3,146.62	
750-4075-420-11-00	FICA Tax Expense	10,208.27	11,274.43	1,066.16	Hired PW Lead with Prior Work Experience
750-4075-420-12-00	FICA MED Tax Expense	2,636.11	5,299.37	2,663.26	Hired PW Lead with Prior Work Experience
750-4075-420-50-00	Retirement City Contribution	8,391.02	9,674.68	1,283.66	Hired PW Lead with Prior Work Experience
750-4075-521-06-00	Uniforms	750.00	1,150.00	400.00	Uniform for Part Time Seasonal Staff
780-8000-334-03-17	Kerman ST ADA Transition Plan	0.00	10,000.00	(10,000.00)	
780-8000-600-03-17	Kerman ST ADA Transition Plan	0.00	10,000.00	10,000.00	Kerman ST ADA Transition Plan
810-4081-510-05-00	Tree Trimming	60,000.00	63,750.00	3,750.00	Tree Trimming
850-0000-314-03-00	SB325III Bicycle & Ped. Improv	12,245.00	17,079.00	(4,834.00)	
870-0000-369-01-00	Miscellaneous	600.00	10,242.63	(9,642.63)	Claim Reimbursements
870-4087-410-30-00	Overtime	2,500.00	4,131.46	1,631.46	Overtime
870-4087-521-06-00	Uniforms	500.00	950.00	450.00	Uniforms

Account	Description	Budget Amt	New Amt	Increase/ Decrease	Notes
870-8000-600-03-85	Siskiyou Ave Rehab 180/Kearney	0.00	9,127.00	9,127.00	Siskiyou Ave Rehab 180/Kearney
870-8000-600-03-86	Goldenrod Ave Rehab Kearney/RR	0.00	6,259.00	6,259.00	Goldenrod Ave Rehab Kearney/RR
880-4088-410-30-00	Overtime	4,500.00	8,052.95	3,552.95	Overtime
880-4088-510-05-00	Tree Trimming	15,000.00	10,000.00	(5,000.00)	Tree Trimming
880-4088-521-50-00	Street Field Operations	4,000.00	7,125.00	3,125.00	Street Field Operations
882-4088-410-10-00	Salary	103,414.86	107,202.04	3,787.18	Salary
890-0000-334-00-01	COVID19-ARPA	1,827,890.00	1,844,270.29	(16,380.29)	Grant for Foggers and Temperature Scanners
890-8000-334-03-85	Siskiyou Ave Rehab 180/Kearney	0.00	68,168.00	(68,168.00)	
890-8000-334-03-86	Goldenrod Ave Rehab Kearney/RR	0.00	49,036.00	(49,036.00)	
890-8000-600-00-01	COVID19-ARPA	0.00	16,380.29	16,380.29	COVID19-ARPA
890-8000-600-03-85	Siskiyou Ave Rehab 180/Kearney	0.00	68,168.00	68,168.00	Siskiyou Ave Rehab 180/Kearney
890-8000-600-03-86	Goldenrod Ave Rehab Kearney/RR	0.00	49,036.00	49,036.00	Goldenrod Ave Rehab Kearney/RR
930-8000-600-03-00	Reimbursement - WalMart	35,000.00	66,914.22	31,914.22	Reimbursement - WalMart

Total Adjustments for Revenues and Expenses
(4,513,856.34)

FY 2022 -2023 Mid-Year Budget Report

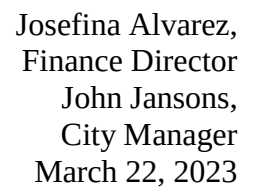


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Mid- Year Status Overview

The Fiscal Year 2022-2023 budget was adopted by the City Council on June 22, 2022. The annual adopted budget is a financial plan based on the best information available at the time it is prepared.

The Mid-Year Budget Review provides information to the City Council of the City's financial picture through December 31, 2022, with any necessary adjustments to complete Fiscal Year 2022-2023.

This Mid-Year Budget Review focuses on revenues and expenditures of the General Fund (GF) and the City's Enterprise Funds. Staff reviews each revenue received as well as each expense incurred from the beginning of the fiscal year on July 1, 2022, to December 31, 2022, and compares the amounts to the adopted budget. Generally, at the middle of the fiscal year, a ratio of approximately 50% between the adopted budget and actual amounts should exist in the analysis; however, this might vary based on the timing of certain revenues and expenses. The Fiscal Year 2022-2023 at this point, (December 31, 2022) is looking positive. The revenues collected for the GF are for the most part on track as anticipated, and expenses incurred less than projected; and for the City's Enterprise Funds, both the revenue collected and expenses incurred are right on track.

The GF adopted budget for the Fiscal Year 2022-2023 was approved with a deficit of \$3,741,109, when considering Measure M operational & capital project expenses. On November 9, 2022, staff brought some budget adjustments which reduced the deficit to \$1,888,857.68, if the ARPA money was included and the SLESF money (included in last quarters budget adjustment) is excluded since it is a grant. The Enterprise Funds surplus was also reduced from \$199,742 to \$5,597.90.

Because of the unexpected increase in property taxes, the increase in fees for services from various permits, a reimbursement from RMA and the unforeseen increase in cost to provide services to our residents and investors, staff recommends some adjustments to the revenues and expenses to the approved budget.

Revenue Status Review

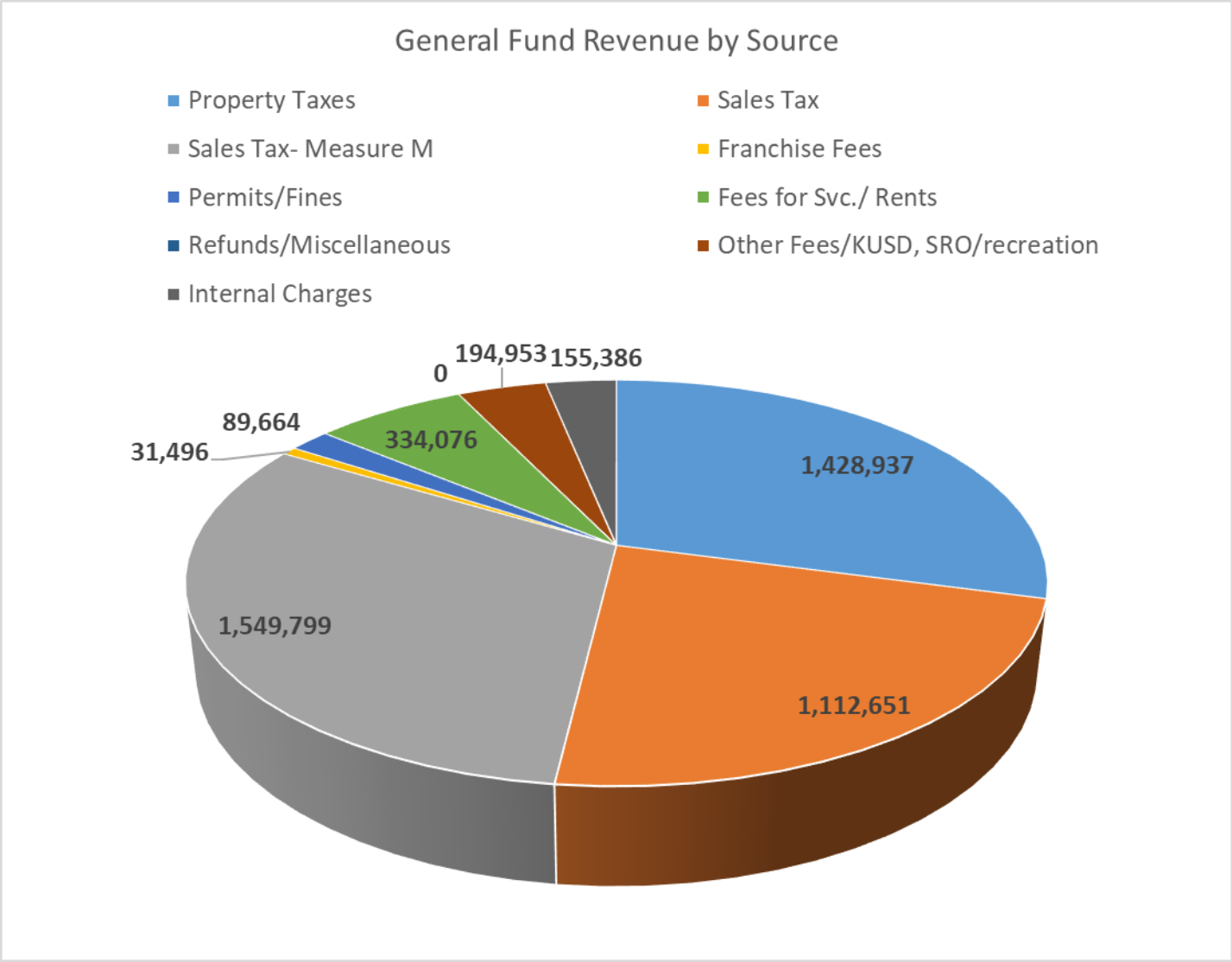
❖ General Fund

The General Fund accounts for tax, and other general-purpose revenues (e.g., sales taxes, property taxes, franchise fees, permits, fees, rents and fines), these are used to provide essential general governmental services (e.g., legislation, administration, city clerk, police, parks and recreation, public works and planning). Generally, the two primary sources for the GF are property taxes and sales taxes. So far for Fiscal Year 2022-2023, **Table 1** below reflects the percentage of revenue collected per source as of December 31, 2022, with property and sales tax at 83.55%, and other fees such as fees for services/rents at 6.82%.

Table 1

GENERAL FUND REVENUE BY SOURCE		
Property Taxes	29.18%	Permits/Fines 1.83%
Sales Tax	22.72%	Fees for Svc./ Rents 6.82%
Sales Tax - Measure M	31.65%	Refunds/Miscellaneous 0.00%
Franchise Fees	0.64%	Other Fees/KUSD. SRO/Recre: 3.98%
Internal Charges	3.17%	

Figure 1



❖ Enterprise Funds

Enterprise Funds include Water, Sewer, Solid Waste (refuse), Storm Drain, and Landscape and Lighting District. These funds are accounted for separately, and revenue is generated from services provided to the public on a user fee basis.

In this report, the Internal Service Funds (ISF), such as Vehicle and Technology, are included under Enterprise Funds. The ISF accounts for any activity that provides goods or services to other funds, departments or agencies on a cost-reimbursement basis.

Table 2 on page 3 summarizes the results of revenues collected through the first six months of the fiscal year ending on December 31, 2022, for the General Fund and the Enterprise Funds.

Table 2

CITY OF KERMAN							
2022-23 MIDYEAR REVENUE OVERVIEW STATUS REPORT							
December 31, 2022							
Fund No.	Fund Name	A 2022-20223 Adopted Budget	B Actual Through 12/31/22	D % Collected 12/31/2022	E Projected Amount 1/1-6/30/23	F 2022-23 Proposed Changes	G 2022-23 Final Budget
100	GENERAL FUND						
	Property Taxes	2,472,680	1,428,937	58	1,060,831	17,088	2,489,768
	Sales Tax	2,175,091	1,112,651	51	1,062,440		2,175,091
	Sales & Use Tax - Measure M.	3,181,000	1,549,799	49	1,631,201		3,181,000
	Franchise Fees	196,220	31,496	16	164,725		196,220
	Permits	88,844	68,330	77	23,470	2,957	91,800
	Fines	60,310	21,334	35	38,976		60,310
	Fees for Services	501,909	236,608	47	277,733	12,432	514,341
	Other Fees	150,858	119,210	79	228,918	197,269	348,128
	Recreation Fees	66,840	12,751	19	54,089		66,840
	Rents	143,045	97,468	68	69,977	24,400	167,445
	Refunds/Miscellaneous	8,389	-	0	8,389		8,389
	Internal Charges	310,771	155,386	50	155,385		310,771
	KUSD-SRO Reimbursement	189,843	-	0	189,843		189,843
	ACT Reimbursement	115,282	62,992	55	52,289		115,282
	Total General Fund	9,661,082	4,896,961	51%	5,018,267	254,146	9,915,228
	ENTERPRISE FUNDS						
410	Water Operating	2,415,427	1,498,323	62	917,104		2,415,427
420	Sewer Operating	1,938,172	992,986	51	945,186		1,938,172
430	Solid waste	2,053,421	1,041,309	51	1,012,112		2,053,421
470	Storm Drain	82,662	42,370	51	40,291		82,662
500	Vehicle-ISF	854,637	302,006	35	552,631		854,637
510	Technology- ISF	107,132	53,599	50	53,533		107,132
750	Landscape & Light District	250,832	178,325	71	72,507		250,832
	Total Enterprise Fund	7,702,284	4,108,919	53%	3,593,366	0	7,702,284
	GRAND TOTALS	17,363,366	9,005,880	51.87%	8,611,632	254,146	17,617,512

Table 2 reflects the General Fund revenue of \$4,896,961 as of December 31, 2022, of the annual budget amount of \$9,661,082. In the first half of the fiscal year, some revenues received came higher than the budget projection. This outcome is due to specific events such as the development of properties in the City, the increase in population, the rentals of City properties and the retroactive reimbursement from RMA. The adjustments that are proposed are minimal and those that are being changed are conservative. Overall, the revenue collected at mid-point is 51%, compared to the budget amount projected, and we are expecting to receive the other 49% by the end of the fiscal year with the additions of the proposed changes explained under the adjustments below.

The adjustments are:

- ✓ Increase property tax revenue due to the higher assessed valuation of properties and an increase in population.
- ✓ Increase in business license penalties that the City implemented in 2021 due to a higher number of delinquencies.
- ✓ Increase in animal licenses and permits due to the two planned dog clinics programmed for March and April.
- ✓ Increase in Planning and Zoning fees due to the continued development of both residential and commercial properties.
- ✓ Increase in Rents Cell Tower Leases due to the completion and implementation of the AT&T cell Tower located at Kerckhoff Park.
- ✓ Increase in Rents-Community Teen Center due to higher demand for rental of City facilities.
- ✓ Increase in miscellaneous revenue due to the retroactive payment received from RMA and reimbursement from our worker's compensation insurance for the temporary total disability claims.
- ✓ Increase PG&E CNG reimbursements due to the reimbursements received from Fresno COG for the use of the CNG station at the Public Works yard.

For the Enterprise Funds, the revenue collected for the first half of the year, December 31, 2022 is \$4,108,919 of the annual budget amount of \$7,702,284. At mid-point, the majority of Enterprise Funds exceeded or were at the expected 50% projection. Overall, revenue collected during the first half of the fiscal year is 53% if compared to the adopted budget amount; and it is expected to receive the 47% by the end of the fiscal year. With the City resuming penalties and shut offs in the near future, no adjustments are expected through the end of this fiscal year due to the uncertainty of how long the delinquent accounts will need to pay back their past due balances.

Expenditure Status Review

❖ General Fund

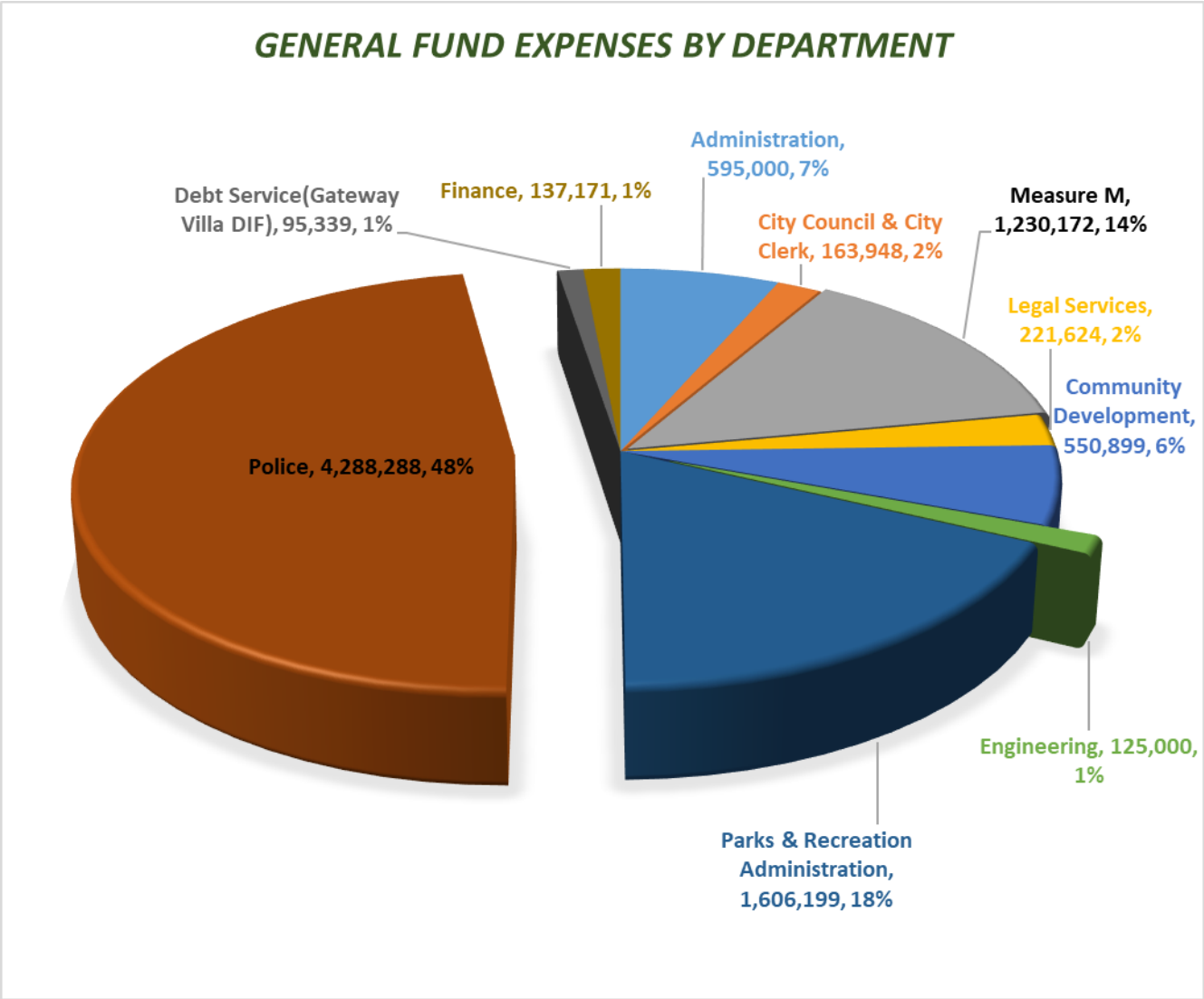
The General Fund operating expenditures adopted budget for Fiscal Year 2022-2023 are \$13,377,830, and the estimated ending for Fiscal Year 2022-2023 after the adjustments recommended by staff are \$9,013,639. **Figure 2**, on page 5, shows the percentage allocation of the general fund by department.

The City of Kerman's primary investments from the General Fund (GF) are:

- Public Safety (Police Department) with a 47.58% allocation for public safety;
- Parks and Recreation programs with a 17.82% allocation to continue investing in our youth and seniors residents.
- In addition, Measure M Projects of City facilities with 13.65% allocation.

This 79.05% appropriation of funds from the GF reflects why many families elect the City of Kerman to raise their children in Fresno County.

Figure 2



❖ Enterprise Funds

The Enterprise Funds' operating expenditure adopted budget for Fiscal Year 2022-2023 is \$7,870,565. These expenses are incurred by each fund to provide the goods and services to the City of Kerman residents and departments within the City. These services are water, sewer, refuse collection, fleet services and technology.

Table 3 on page 6 summarizes the results of expenses incurred through the first six months of the fiscal year ending on December 31, 2022, for the General Fund and the Enterprise Funds.

Table 3

CITY OF KERMAN								
2022-2023 MIDYEAR EXPENSES OVERVIEW STATUS REPORT								
December 31, 2022								
Fund No.	Fund Name	Dept. No.	A 2022-2023 Adopted Budget	B Actual Through 12/31/22	D % Used 12/31/22	E Projected Amount 1/1-6/30/23	F 2022-23 Proposed Changes	G 2022-23 Final Budget
100	GENERAL FUND							
	Administration	1002	591,120	299,838	51	295,161	3,880	595,000
	City Council	6001	34,150	11,655	34	22,495	0	34,150
	Measure M	7001	6,077,405	460,519	8	769,653	(4,847,233)	1,230,172
	City Clerk	6004	132,545	42,917	32	86,881	(2,747)	129,798
	Legal Services	6003	130,000	156,459	120	65,165	91,624	221,624
	Community Development	1008, 1042	547,904	249,945	46	300,954	2,995	550,899
	Engineering	1010	101,500	73,276	72	51,724	23,500	125,000
	Recreation Administration	2002	213,313	22,190	10	177,969	(13,154)	200,159
	Senior Center	2044	151,378	86,649	57	84,035	19,305	170,684
	Aquatics	2047	80,310	26,311	33	53,999	0	80,310
	Planned Recreation	2062	66,245	23,376	35	54,752	11,882	78,127
	Youth & Teen Services	2065	89,645	27,211	30	67,122	4,688	94,333
	Community Teen Center	2069	170,211	90,373	53	100,994	21,156	191,368
	Building Maintenance	2010	555,384	245,017	44	327,607	17,240	572,624
	Police		3,622,436	1,587,026	44	2,213,684	178,274	3,800,709
	Police (SRO & ACT)	3011	317,222	151,265	48	165,957	0	317,222
	Animal Control	3041	86,863	45,974	53	124,382	83,493	170,356
	Bldg/Park Operations	4010	203,520	107,940	53	110,655	15,075	218,595
	Finance	5005	111,341	83,486	75	53,685	25,830	137,171
	Debt Service(Gateway Villa DIF)	5006	95,339	95,339	100	0	0	95,339
	Total General Fund		13,377,830	3,886,766	29%	5,126,874	(4,364,190)	9,013,639
	ENTERPRISE FUNDS							
410	Water Operating	4041,5005,5006	2,174,632	1,180,907	54	1,001,003	7,278	2,181,910
420	Sewer Operating	4042,5005,5006	1,867,357	1,184,916	63	776,305	93,865	1,961,222
430	Solid waste	5005	2,108,003	1,014,306	48	1,094,798	1,100	2,109,104
470	Storm Drain	4047	171,577	51,438	30	120,889	750	172,327
500	Vehicle-ISF	4050	1,116,529	402,137	36	897,584	183,192	1,299,721
510	Technology- ISF	4051	107,201	54,572	51	52,629	0	107,201
750	Landscape & Light District	4075	325,265	171,993	53	173,773	20,500	345,765
	Total Enterprise Fund		7,870,565	4,060,270	52%	4,116,980	306,685	8,177,250
	GRAND TOTALS		21,248,394	7,947,035	37%	9,243,854	(4,057,505)	17,190,889

Table 3 reflects the General Fund expenditures of \$3,886,766 as of December 31, 2022, of the annual budget amount of \$13,377,830. The first half of the fiscal year shows some departmental expenditures greater than expected budget projections and some lower. One example is the increased expenses in Legal Services which are already 120% spent, but the City has resolved several issues that had not been resolved in previous years. The development in the City is reflected under the Engineering Department with 72% of expenses incurred already in the first half of the fiscal year. In the same way, some departments used less than the projected expenses such as Measure M. Hart Ranch Park has finally started after years of planning. It was exciting to see the start of this project when all the trees were removed this month (March 2023). We do not expect to incur the total budgeted amount for Hart Ranch Park by the end of the fiscal year, but we are expecting to incur most of the other remaining expenses for each department. The proposed adjustments below are recommended by staff.

The adjustments are:

- ✓ Decrease Measure M expenses due to the limited resources available to procure the capital projects allocated for Fiscal Year 2022-2023, such as the Hart Ranch Park project.
- ✓ Increase in salaries for Community Development due to more experienced personnel hired.
- ✓ Increase in Engineering and Community Development Department expenses due to services required by the development occurring in the City.
- ✓ Decrease in salaries for Community Services due to the Recreation Coordinator salaries being charged to the NRPA Farmers Market.
- ✓ Increase in contract services for Building Maintenance due to ongoing maintenance and repair of City facilities..
- ✓ Increase in Senior Center Services salaries due to the percentage allocation change for the Recreation Coordinator.
- ✓ Increase in Planned Recreation, Senior Center and Community Center Departments due to the increase in cost of electricity.
- ✓ Increase in overtime for Police Department due to the shortage of staff.
- ✓ Increase in SUI Expense for the Police due to claims filed to EDD.
- ✓ Increase in Police Department capital expense for Tasers acquired this fiscal year approved by Council.
- ✓ Increase in salaries for Animal Control due to more experienced personnel hired.
- ✓ Increase in Finance Department Professional Services due to Fee Study carried over to this fiscal year.
- ✓ Increase in legal services due to personnel matters and other long time matters that were finally resolved this fiscal year.
- ✓ Increase in Measure M projects for the completion of the Animal Shelter.

The Enterprise Funds in **Table 3** on page 6 show a total expenditure of \$4,060,270 as of December 31, 2022, of the annual adopted budget amount of \$7,870,565. At mid-point of the fiscal year, most of the Enterprise Funds expenditures are close to 50% of the budget; except for the Sewer Fund at 63%, due to the sludge hauling that was all cleared up this fiscal year and had not been done the prior fiscal year and repairs and maintenance necessary to maintaining our WWTP facility operating appropriately. The Storm Drain fund is at 30% because major projects have not been started for this fiscal year.

Overall, the expenses incurred in the first half of the fiscal year are 52% if compared to the adopted budget amount. It is expected to incur the additional 48% by the end of the fiscal year with the addition of following adjustments.

The adjustments are:

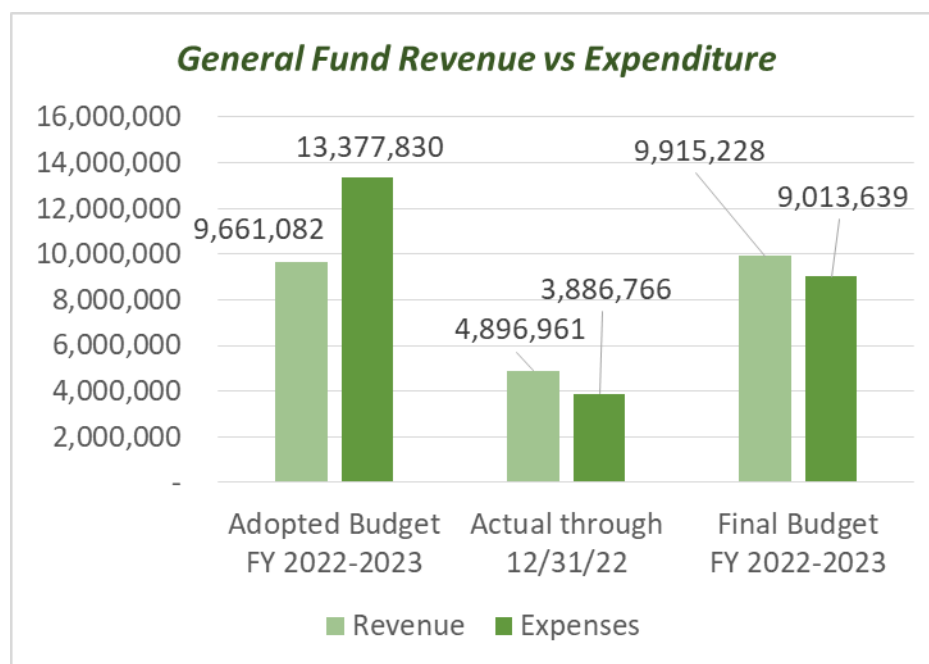
- ✓ Decrease water and sewer salaries due to change in department personnel.
- ✓ Increase in water capital projects due to emergency repair of Well 9A.
- ✓ Increase in sewer contract services due to sludge hauling not done prior fiscal year and additional loads of sludge hauled off to completely clear all sludge at WWTP.
- ✓ Increase in sewer special supplies major repairs due to equipment failure and ongoing maintenance repair needed to the run the facility appropriately.
- ✓ Increase Vehicle Fund due to major repairs to vehicles and the increase in electricity cost.

- ✓ Increase in Vehicle Fund due to two patrol vehicles ordered last fiscal year and received this fiscal year.
- ✓ Increase in Landscaping and Lighting Fund due to more experienced personnel hired.

General Fund Revenue and Expenditure Summary

The revenues and expenditures below in **Figure 3** reflect General Fund revenues of \$4,896,961 or 51% of the annual budget at the midpoint of the fiscal year and General Fund expenditures of \$3,886,766 or 29% of the annual budget at the exact midpoint of the fiscal year. Therefore, at this point, the General Fund is showing a \$1,010,195 surplus on revenues over expenses. With the adjustments recommended by staff, the estimated year-end for the Fiscal Year 2022-2023 for revenues is \$9,915,228 and estimated expenditures are \$9,013,639, the general fund reserve balance is expected to increase by approximately \$901,589.

Figure 3



General Fund Reserves

The Fiscal Year 2022-2023 budget adopted by the City Council on June 22, 2022, projected a deficit of \$3,741,109 (expenditures exceeded revenues) in the General Fund. The mid-year budget review indicates the General Fund deficit will be eliminated and there will be a surplus of \$901,589.

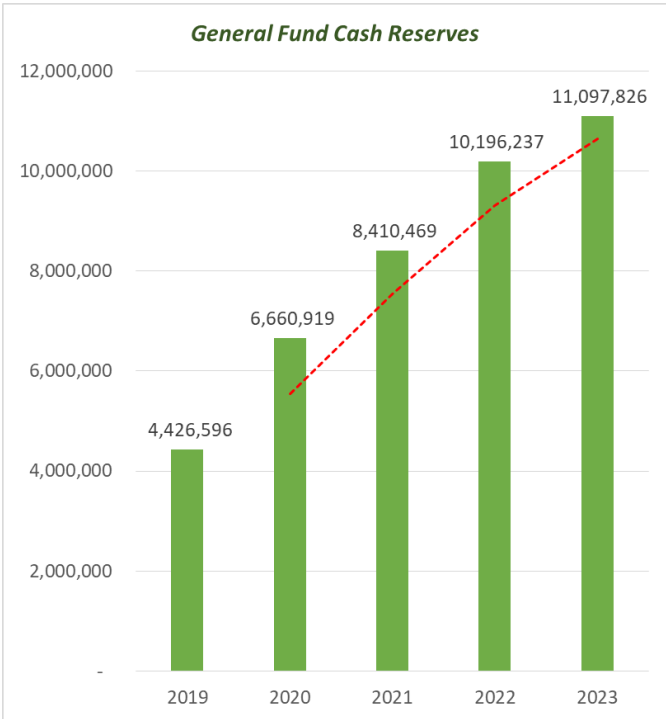
The City of Kerman's audited General Fund ended Fiscal Year 2021-2022 with an \$10.1 million cash reserve balance. The City Council adopted a General Fund Reserve Policy to manage significant financial events more efficiently, cover unexpected expenses and adequately plan for repair and replacement of major capital assets in the future (e.g. Police Station, Multigenerational Center).

The reserves are designated as follows:

Unfunded Liability	100,000
Emergency reserve	2,005,174
Revenue stability reserve	1,203,105
Major asset repair and replacement reserve	1,203,105
Unassigned	5,684,854
General Fund Cash Reserves	<u>\$ 10,196,237</u>

Figure 4 below shows the historical General Fund reserve cash balances with the projected surplus at the end of the Fiscal Year 2022-2023.

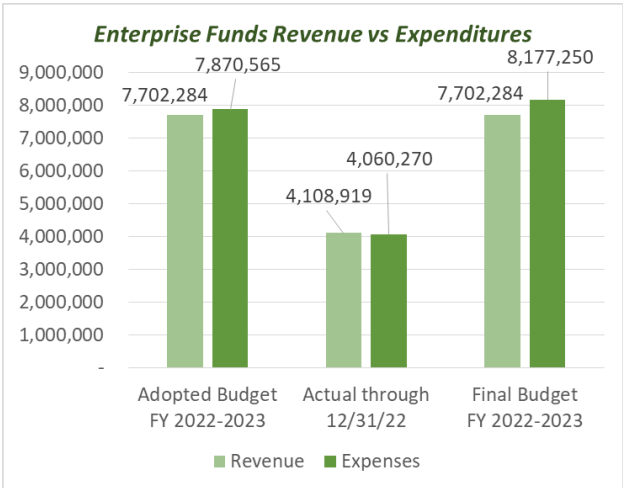
Figure 4



Enterprise Funds Revenue and Expenditure Summary

The revenues and expenditures presented in **Figure 5** on page 10 reflect the Enterprise Funds revenues of \$4,108,919 or 53% of the adopted budget at the midpoint of fiscal year and Enterprise Funds expenditures of \$4,060,270 or 52%. Therefore, at this point, the Enterprise Funds are showing a surplus of \$48,649.

Figure 5



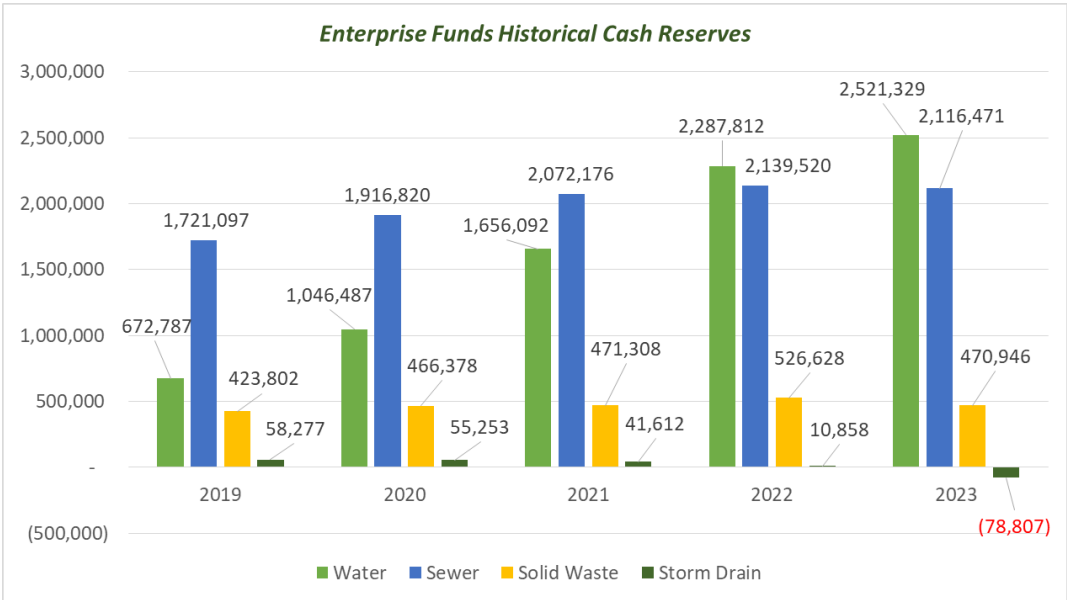
Enterprise Funds Cash Reserves

The Enterprise Funds ended Fiscal Year 2021-2022 with cash reserves in the Water, Sewer, Solid Waste, and Storm Drain funds of approximately \$4.9 million.

Figure 6 below shows the cash balances (working capital) over the period from the fiscal year ending June 30, 2019, through June 30, 2023 (estimated) by each Fund.

Most of the Enterprise Funds seem to present a healthy reserve balance; however, all Enterprise Funds reserves, except for the Water Fund, are expected to decrease. The Water Fund will increase \$233,517 or 10.21%, the Sewer Fund will decrease \$23,049 or approximately 1.08%, the Solid Waste Fund will decrease \$55,682 or approximately 10.57% and the Storm Drain Fund will decrease \$89,665 or 825.82% this Fiscal Year 2022-2023.

Figure 6



In Fiscal Year 2018-2019, a Water and Sewer Rate Study was recommended and approved by the City Council. This study provided a rate increase for five consecutive years to fund increasing operation costs, reverse existing deficit, such as the water fund, and to accumulate reserves to 50% of operating expenses plus debt payments. Fiscal Year 2022-2023 is the fourth of the five years of increases approved under Prop 218. These increases are leveling back the reserves and providing the savings to invest in future required infrastructure projects in the water and sewer systems.

Staff will continue monitoring closely all expenses incurred by the Enterprise Funds to ensure the liquidity necessary to operate and comply with debt service obligations.

Looking into the future

In this post COVID 19 pandemic, the City of Kerman has shown positive economic factors, such as the increased development in the City by developers building single-family homes to provide housing to the increased population experienced in the City.

Another essential factor to highlight is the support by the City of Kerman residents with the approval of the Sales and Use Tax Measure M, which provides a significant increase of revenue for the City to invest in the buildings most desired by its residents.

City Council also approved the fee study which will become effective July 1, 2023. The changes in our revenues should help fund future projects and help in maintaining the excellent service that is provided to our residents.

❖ Economy

According usfacts.org, the Federal Reserve raised interest rates seven times in 2022 and again in February 1, 2023 to curb inflation. The target rate increased from near zero to 4.5-4.75%. The ratio of unemployed people to job openings was steady or at near record lows throughout 2022, with unemployment rate lowering from 4.0% to 3.5%.

❖ Housing

The construction of new single-family homes continues in the City of Kerman. Crown Construction has begun his new tract on California and Siskiyou/Park Avenue with 88 homes. There is also interest from developers to annex other land to the City of Kerman for future residential and commercial development. These projects open the door for people from other cities to choose Kerman to purchase a new home and experience the high quality of life and modest cost of living that differentiates the City of Kerman from other cities in the San Joaquin Valley.

❖ Retail Growth

The City of Kerman continues working to attract new business. Valero recently opened their doors to the public with a convenience store. Kerman Country Café opened their doors earlier this year and has been a successful spot to enjoy a delicious meal in our community. Denny's has already broke ground and is vigorously working on opening up their new location in Kerman. Circle K, Fast N Esy, Surf Thru and Dutch Bros have all started the process in opening up a location in Kerman.

The abovementioned factors provide confidence in Kerman's future and its continued growth. However, it is necessary to continue practicing due diligence and prudence and apply any adjustments necessary through the operations in the fiscal year.

City staff has committed to continuously monitor revenues and expenditures throughout the fiscal year.