



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, August 9, 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. Workforce - Martha Espinosa, Marketing and Grants Manager (MR)
- B. Fresno County Rural Mobile Health Program - Sim Dhillon (JAJ)

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 - July 26, 2023 (MR)

RECOMMENDATION: Council Approve minutes as presented.

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

06/25/23 - 07/08/23: \$202,052.10; Retro Pay & Other: \$1,497.95; Overtime: \$8,269.82; Holiday Pay: \$1,744.02; Standby: \$1,541.68; Comp Time Earned: 25.60

RECOMMENDATION: Council approve payroll as presented.

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

1. Nos. 27251-27365 \$1,318,587.57 ACH \$56,464.87

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

D. **SUBJECT:** Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Submittal of Local Transportation Purposes Funds (JA)

RECOMMENDATION: Council by motion adopt resolution approving Submittal of Local Transportation Purposes Certification and Claim for Fiscal Year 2023-2024.

F. **SUBJECT:** Second Amendment to Consultant Services Agreement with Precision Civil Engineering Inc. for Entitlement, Land Use, and Planning Services (JRO)

RECOMMENDATIONS: Council by motion adopt a resolution approving Amendment No. 2 to Agreement for Entitlement, Land Use, and Planning Services with Precision Civil Engineering Inc.

G. **SUBJECT:** Second Amendment to Consultant Services Agreement with CSG Consultants, Inc. for Building and Safety Services (JRO)

RECOMMENDATION: Council by motion adopt a resolution approving Amendment No. 2 to the Agreement for Building and Safety Services with CSG Consultants, Inc.

H. **SUBJECT:** Approving Sale of Surplus Property (JA)

RECOMMENDATION: Council by motion adopt resolution approving the sale of surplus property.

I. **SUBJECT:** Cloud Migration Software Agreement with Springbrook Holding Company, LLC (JA)

RECOMMENDATION: Council by motion adopt resolution approving a Cloud migration software agreement with Springbrook Holding Company, LLC in the amount of \$15,750 for implementation and an annual cost starting at \$22,900.84 with an annual increase of no more than 7% and authorize City Manager to sign the agreement.

6. PUBLIC HEARINGS

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

A. **SUBJECT:** Public Hearing Ordinances Relating to Expedited Permit Process for Small Residential Rooftop Solar Systems and Repeal and Amendment of Current Ordinances and Consideration of New Ordinance (JRO)

RECOMMENDATIONS: Staff recommends Council conduct a public hearing and:

1. Waive full reading and introduce Ordinance Text Amendment 2023-03 repealing Chapter 17.94 related to Expedited Permit Process for Small Residential Rooftop Solar Systems from Title 17 of the Kerman Municipal Code; and
2. Waive full reading, and introduce Ordinance Text Amendment 2023-04 amending Section 15.04.090 of Chapter 15.04, repeal the current Chapter 15.24, and add a new Chapter 15.24 to Title 15 of the Kerman Municipal Code relating to Expedited Permit Process for Small Residential Rooftop Solar Systems

7. DEPARTMENT REPORTS

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

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

B. **SUBJECT:** Award of Contract for Kerman Northwest Park to American Paving Co. (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding contract for Kerman Northwest Park to American Paving Co. in the amount of \$694,477.00 and authorize the City Manager to sign the contract.

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

- A. Government Code Section 54956.9(b)
CONFERENCE WITH LEGAL COUNSEL - Anticipated Litigation
Significant Exposure to Litigation: one case

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: August 4, 2023

/s/ Marci Reyes, City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, July 26, 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 - **6:05 p.m.**
- C. Roll Call

PRESENT: Mayor Maria Pacheco, Council Member Gary Yep, Mayor Pro Tem Bill Nijjer, Council Member Jennifer Coleman, Council Member Ismael Herrera

- D. Invocation - **City Clerk**
- E. Pledge of Allegiance - **Performed**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

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

3. PRESENTATIONS/CEREMONIAL MATTERS - None

4. REQUEST TO ADDRESS COUNCIL - None

5. CONSENT CALENDAR

Motion made excepting Items 5. E and 5. F, by Mayor Pro Tem Nijjer, Seconded by Council Member Herrera. Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman, Council Member Herrera

Items 5. E and 5. F

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

A. SUBJECT: Minutes - July 12, 2023

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll (JA)

06/11/2023 - 06/24/2023: \$188,743.75, Retro Pay & Other: \$3,038.46; Overtime: \$9,129.58; Standby: \$1,264.04; Comp Time Earned: 59.50

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 27127-27250 \$519,677.42 ACH \$59,031.42

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

D. SUBJECT: First Amendment to Street Sweeping Contract Services Agreement with Sweeping Corp of America of CA, LLC (MB)

RECOMMENDATION: Council by motion adopt resolution approving first amendment to street sweeping contract services agreement with Sweeping Corp of America of CA, LLC.

Res 23-58

E. SUBJECT: Award of Contract for the Hart Ranch Community Park Phase II Orchard Removal to JFS Enterprises, Inc.

RECOMMENDATION: Council by motion adopt the resolution awarding the contract for the Hart Ranch Community Park Phase II Orchard Removal to JFS Enterprises, Inc. in the amount of \$45,000.00 and authorize the City Manager to sign the contract.

Res 23-59

F. SUBJECT: Accepting the Hart Ranch Community Park Orchard Removal

RECOMMENDATION: Council by motion adopt resolution accepting the Hart Ranch Community Park orchard removal and authorize the City Engineer to record the Notice of Completion.

Res 23-60

6. PUBLIC HEARINGS

A. SUBJECT: Public Hearing and Approval of Resolution Confirming Diagram and Assessments for the Annual Levy, 2023-2024, for Landscaping and Lighting District No. 1 (JJ)

RECOMMENDATION: Council conduct a public hearing, receive public testimony, and adopt resolution confirming the diagram and assessments for Landscaping and Lighting District No. 1 for the 2023-2024 annual levy in the amounts specified.

Opened/Closed PH

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

Res 23-61

7. DEPARTMENT REPORTS

A. SUBJECT: Tract No. 6293 Railroad Crossing Improvements Update

RECOMMENDATION: Council receive update with possible direction to staff.

Presented

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION - None

11. ADJOURNMENT - 6:51 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: July 27, 2023



Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: June 25, 2023 - July 08, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS	COMP TIME
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	SALARY	EARNED
ADMINISTRATION										
Alvarez, Josefina	\$ 3,748.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,748.31	0.00
Camacho, Josie	\$ 2,002.96	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,002.96	1.50
Cheema, Akayla	\$ 2,415.23	\$ -	7.21	\$ 323.34	0.00	\$ -	0.00	\$ -	\$ 2,738.57	0.00
Gonzalez, Diana	\$ 3,641.16	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,641.16	0.00
Jansons, John	\$ 7,028.60	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 7,028.60	0.00
Linares, Vanessa	\$ 1,682.00	\$ -	8.00	\$ 249.90	0.00	\$ -	0.00	\$ -	\$ 1,931.90	0.00
Lopez, Jacqueline	\$ 286.46	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 286.46	0.00
Mendoza Hernandez, Ariana	\$ 1,793.69	\$ -	11.75	\$ 384.16	0.00	\$ -	0.00	\$ -	\$ 2,177.85	0.00
Mendoza, Gabriela	\$ 2,068.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,068.77	0.00
Reyes, Marcia	\$ 3,669.51	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,669.51	0.00
Sandoval, Veronica	\$ 1,480.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,480.15	0.23
TOTAL	\$ 29,816.85	\$ -	26.96	\$ 957.40	0.00	\$ -	0.00	\$ -	\$ 30,774.25	1.73
REC/SOCIAL										
Acosta-Parra, Melany	\$ 69.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 69.75	0.00
Argumedo-Vargas, Frank	\$ 364.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 364.00	0.00
Beltran, Isabelle	\$ 708.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 708.00	0.00
Brar, Manreet	\$ 69.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 69.75	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.00
Barrett, Shannon	\$ 1,720.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,720.15	0.00
Escamilla, Paloma	\$ 41.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 41.08	0.00
Flores, Haley	\$ 1,699.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,699.15	0.00
Garcia, Anthony	\$ 1,457.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,457.08	0.00
Hurlbert, Ronald	\$ 480.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 480.50	0.00
Jauriqui, Jose	\$ 594.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 594.00	0.00
Johnson, Theresa	\$ 3,343.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,343.54	0.00
Lemm, Kylie	\$ 784.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 784.00	1.00
Lua, Daniela	\$ 1,076.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,076.63	0.00
Lua, Joshua	\$ 1,246.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,246.50	0.00
Lua, Miguelangel	\$ 715.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 715.00	0.00
Lujan, Vanessa	\$ 408.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 408.00	0.00
Martinez, Aylah	\$ 538.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 538.63	0.00
Martinez Lopez, Jose - Final	\$ 310.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 310.00	0.00
Naranjo, Alexander	\$ 460.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 460.00	0.00
Nazaroff, Rebekah	\$ 1,088.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,088.00	0.00
Negrete, Dean	\$ 1,606.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,606.15	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 2,959.30	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,959.30	0.00
Sidhu, Nirmal	\$ 2,080.45	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,080.45	0.00
Silva, Jessica	\$ 488.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 488.25	0.00
Villarreal, Arlene	\$ 2,209.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,209.38	0.00
TOTAL	\$ 29,449.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 29,449.21	1.00
POLICE										
Antuna, Miguel	\$ 2,781.91	\$ -	12.50	\$ 620.96	0.00	\$ -	0.00	\$ -	\$ 3,402.88	0.00
Arciga, Jose	\$ 2,878.88	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,878.88	9.00
Barbosa, Isaias	\$ 2,974.35	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,974.35	0.00
Barcoma, Wilbert	\$ 4,378.85	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,378.85	0.00
Barra, Brenden	\$ 2,277.26	\$ -	7.75	\$ 306.51	12.00	\$ 158.20	0.00	\$ -	\$ 2,741.96	0.00
Belding, Jeff	\$ 3,789.47	\$ -	4.00	\$ 266.21	12.00	\$ 266.21	0.00	\$ -	\$ 4,321.89	0.00
Castro, Jaclynn	\$ 2,181.88	\$ -	0.00	\$ -	12.00	\$ 151.38	0.00	\$ -	\$ 2,333.27	13.88
Chapman, Tom	\$ 3,692.44	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,692.44	0.00
Clark, Patrick	\$ 2,441.44	\$ -	0.00	\$ -	10.50	\$ 152.59	0.00	\$ -	\$ 2,594.03	0.00
Coronado, Krystal	\$ 2,068.77	\$ -	0.00	\$ -	12.00	\$ 147.77	0.00	\$ -	\$ 2,216.54	0.00
Corrales, Edith	\$ 1,404.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,404.00	0.00
Cubillos, Theresa	\$ 2,833.43	\$ -	0.00	\$ -	8.50	\$ 143.36	0.00	\$ -	\$ 2,976.79	0.00
Garcia, Andrew	\$ 2,119.38	\$ -	24.00	\$ 1,059.69	12.00	\$ 151.38	0.00	\$ -	\$ 3,330.46	0.00
Gempis, Danzel	\$ 1,922.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,922.31	0.00
Golden, John - Final Pay	\$ 18,530.80	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 18,530.80	0.00
Gutierrez, Gloria	\$ 2,187.91	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,187.91	0.00
Inthasone, Bryant	\$ 2,018.31	\$ -	15.50	\$ 558.64	7.50	\$ 90.10	0.00	\$ -	\$ 2,667.05	0.00
Irazoqui, Mario	\$ 1,749.44	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,749.44	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: June 25, 2023 - July 08, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Lopez, Matt	\$ 1,190.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,190.00	0.00
Lozano, Daniel	\$ 1,559.30	\$ -	3.00	\$ 87.71	0.00	\$ -	0.00	\$ -	\$ 1,647.01	0.00
Lozano, Patricia	\$ 1,353.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,353.23	0.00
Mendoza, Sandra	\$ 3,160.64	\$ -	9.50	\$ 531.94	12.00	\$ 223.97	0.00	\$ -	\$ 3,916.55	0.00
Molina, Jesus	\$ 2,363.29	\$ -	1.50	\$ 41.76	8.50	\$ 118.31	0.00	\$ -	\$ 2,523.35	0.00
Quintanilla, Rodolfo	\$ 2,131.27	\$ -	14.00	\$ 517.19	0.00	\$ -	8.00	\$ 49.26	\$ 2,697.72	0.00
Rodriguez, Mary	\$ 2,313.26	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,313.26	0.00
Roth, Adriana	\$ 2,131.27	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,131.27	0.00
Ruiz, Jose	\$ 172.40	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 172.40	0.00
Vasquez, Francisco	\$ 1,995.37	\$ -	15.75	\$ 554.17	12.00	\$ 140.74	0.00	\$ -	\$ 2,690.27	0.00
Velez, Bernice	\$ 1,686.52	\$ -	1.50	\$ 47.43	0.00	\$ -	0.00	\$ -	\$ 1,733.95	0.00
TOTAL:	\$ 82,287.37	\$ -	109.00	\$4,592.21	119.00	\$1,744.02	8.00	\$ 49.26	\$ 88,672.85	22.88

PUBLIC WORKS

Arrellano, Antonio	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,793.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,793.08	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Cruz-Villalobos, Eulises	\$ 1,174.32	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,174.32	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,440.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,440.05	0.00
Gastelum, Humberto	\$ 2,995.89	\$1,497.95	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,493.84	0.00
Gutierrez Olivarez, Norberto	\$ 1,548.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,548.92	0.00
Hernandez, Julian	\$ 1,757.69	\$ -	26.50	\$ 997.93	0.00	\$ -	33.00	\$ 704.42	\$ 3,460.05	0.00
Isaak, Denise	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
Jimenez, Gabriela	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Kaur, Harmeen	\$ 1,843.58	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.58	0.00
Lopez, Josue	\$ 1,598.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,598.92	0.00
Martinez, Jaime	\$ 1,174.32	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,174.32	0.00
Morales, Andres	\$ 1,757.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.69	0.00
Ortiz, Carlos	\$ 1,960.31	\$ -	43.00	\$1,671.52	0.00	\$ -	33.00	\$ 788.00	\$ 4,419.83	0.00
Perez, Ruben Lopez	\$ 1,819.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,819.38	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	1.00	\$ 50.77	0.00	\$ -	0.00	\$ -	\$ 2,758.28	0.00
Rivera, Coty	\$ 2,109.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,109.23	0.00
Sanchez, Daniel	\$ 2,694.55	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,694.55	0.00
Soto, Samuel	\$ 1,837.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,837.54	0.00
Tinoco, Alfonso	\$ 2,375.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,375.23	0.00
Valdivia, Blanco	\$ 945.98	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 945.98	0.00
TOTAL	\$ 48,917.89	\$1,497.95	70.50	\$2,720.22	0.00	\$ -	66.00	\$ 1,492.43	\$ 54,628.48	0.00

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	0.00
Campos, Manuel	\$ 1,890.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,890.08	0.00
Meza, Isela	\$ 832.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 832.00	0.00
Orozco, Jesus	\$ 3,763.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,763.92	0.00
Padilla, Ruth	\$ 2,130.00	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 2,130.00	0.00
TOTAL	\$ 11,080.78	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 11,080.78	0.00

PLANNING

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

COUNCIL

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

	Total	\$ -	Total					\$ 500.00		
GRAND TOTAL:	\$202,052.10	\$1,497.95	206.46	\$8,269.82	119.00	\$1,744.02	74.00	\$1,541.68	\$ 215,105.57	25.60

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
Printed: 8/2/2023 3:27 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
27251	11060	R MITCH COVINGTON	07/25/2023	
	063023	ENG- DIF-STORM DRAIN MAJOR FACILLIT		123,130.00
	063023	ENG- DIF-MAJOR STREETS TRACT 5266		136,826.00
	063023	ENG- DIF-OUTSIDE TRAVEL LANE WHITES		36,982.00
	063023	ENG- DIF-MAJOR STREETS TRACT 5515		99,388.00
Total for Check Number 27251:				396,326.00
Total for 7/25/2023:				396,326.00
27252	10021	ALERT O LITE	07/26/2023	
	0137504-IN	STRTS- STENCIL COAT/GUARD		140.84
	0137561-IN	STRTS- GATORADE CAUTION TAPE		29.65
Total for Check Number 27252:				170.49
27253	12257	AMERITAS LIFE INSURANCE CORP	07/26/2023	
	071823	HR- CLAIMS FUNDING ENDING 07/15/2023		1,156.26
Total for Check Number 27253:				1,156.26
27254	10054	BLUE SHIELD OF CALIFORNIA	07/26/2023	
	231950014397	HR- AUGUST MEDICAL COVERAGE		55,876.47
Total for Check Number 27254:				55,876.47
27255	12348	BRADY INDUSTRIES	07/26/2023	
	8167232	CS- JANITORIAL SUPPLIES		566.63
Total for Check Number 27255:				566.63
27256	10617	C A REDING CO INC	07/26/2023	
	676944	ADM- LANIER/IM C8000-CONTRACT JULY		75.58
	676944	ADM- LANIER/IM C8000-CONTRACT JULY		125.96
	676944	ADM- LANIER/IM C8000-CONTRACT JULY		10.08
	676944	ADM- LANIER/IM C8000-CONTRACT JULY		125.96
	676944	ADM- LANIER/IM C8000-CONTRACT JULY		40.31
	676944	ADM- LANIER/IM C8000-CONTRACT JULY		125.96
Total for Check Number 27256:				503.85
27257	11215	CALIFORNIA INDUSTRIAL RUBBER C	07/26/2023	
	F-094192	SWR- 1/4 SKIRT 6" X 25"		155.21
Total for Check Number 27257:				155.21
27258	10076	CALIFORNIA POLICE CHIEFS ASSOC	07/26/2023	
	1619	PD- DUES WILL BARCOMA		155.00
	1623	PD- DUES JOHN F GOLDEN		365.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27258:	520.00
27259	11633 035313	FAVIOLA CARDENAS CC- COUNCIL MEETING SUPPLIES- JULY	07/26/2023	60.00
			Total for Check Number 27259:	60.00
27260	12101 23-2168	CENTRAL VALLEY SALINITY COALIT SWR- CV SALTS P & O STUDY CONTRIBUT	07/26/2023	1,312.01
			Total for Check Number 27260:	1,312.01
27261	10452 COK2307027 COK2307027 COK2307027 COK2307027 COK2307027 COK2307027 COK2307027 COK2307027	CITY OF FRESNO WMD SWR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS	07/26/2023	15.00 4.00 19.00 13.00 30.00 14.00 55.00 48.00
			Total for Check Number 27261:	198.00
27262	12213 071823	PATRICK CLARK ADM- PD REFERRAL - ROTH 2ND INSTALL	07/26/2023	250.00
			Total for Check Number 27262:	250.00
27263	11203 138434	CONSERVATION MART LLC WTR CONSRV- SPRAY NOZZLES	07/26/2023	630.81
			Total for Check Number 27263:	630.81
27264	10115 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020 RMA-2024-0020	CSJVRMA VAR- 1ST QTR LIABILITY PROGRAM VAR- 1ST QTR LIABILITY PROGRAM VAR- ACT VEHICLE AUTO PHYSICAL DAM VAR- 1ST QTR WORKERS COMP DEPOSIT VAR- 1ST QTR LIABILITY PROGRAM VAR- 1ST QTR LIABILITY PROGRAM VAR- 1ST QTR LIABILITY PROGRAM VAR- 1ST QTR LIABILITY PROGRAM VAR- 1ST QTR LIABILITY PROGRAM VAR- 1ST QTR LIABILITY PROGRAM VAR- 1ST QTR LIABILITY PROGRAM VAR- 1ST QTR LIABILITY PROGRAM	07/26/2023	32,526.62 11,616.65 429.04 101,785.00 34,849.95 19,306.95 26,718.30 4,646.66 9,293.32 104,549.85 4,646.66 3,485.00
			Total for Check Number 27264:	353,854.00
27265	10571 521610	DITCH WITCH EQUIP- TIPS HOSE SUCTION HANDLE- DIT	07/26/2023	1,377.57
			Total for Check Number 27265:	1,377.57
27266	10159 071923	FRESNO COUNCIL OF GOVERNMENT: ADM- MEMBER DUES 2023/2024	07/26/2023	670.00
			Total for Check Number 27266:	670.00
27267	12379	GILL CHEVROLET	07/26/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	PF111254/100243	VE CAP- 2023 CHEV SILVERADO 2500HD		63,500.01
	PF180694/100252	VE CAP- 2023 CHEV SILVERADO 2500HD		62,000.01
	PF180724/100253	VE CAP- 2023 CHEV SILVERADO 2500HD		62,000.01
			Total for Check Number 27267:	187,500.03
27268	12433 00337719	MARIBEL GONZALEZ CTC- SH DEPOSIT 07/15/23	07/26/2023	100.00
			Total for Check Number 27268:	100.00
27269	10193 1029221648	HAVENS SECURITY INC CS- ACCESS CONTROL ENTRY DOOR	07/26/2023	420.00
			Total for Check Number 27269:	420.00
27270	12432 00336773	VIVIANA HERNANDEZ CTC- SH DEPOSIT 07/22/23	07/26/2023	100.00
			Total for Check Number 27270:	100.00
27271	11923 160891	JOE A GONSALVES & SON ADM- PROFESSIONAL LEGISLATIVE REPR	07/26/2023	1,250.00
			Total for Check Number 27271:	1,250.00
27272	10226 6079320	JORGENSEN & CO STRTS- 6 PAIRS OF SAFETY GLASSES	07/26/2023	51.15
			Total for Check Number 27272:	51.15
27273	10239 12	KERWEST INC PD- REGULAR SUBSCRIPTION	07/26/2023	40.00
			Total for Check Number 27273:	40.00
27274	12435 00338330 00338549	JUDY MEJIA CTC- SH DEPOSIT 07/16/23 CTC- SH DEPOSIT 07/16/23	07/26/2023	5.00 95.00
			Total for Check Number 27274:	100.00
27275	10272 001559626869 001559626869 001559626869 001559626869	MUTUAL OF OMAHA HR- AUGUST LTD INS EMPLOYEE HR- AUGUST LIFE INSURANCE HR- AUGUST VOLUNTARY LIFE HR- AUGUST LTD INS EMPLOYER	07/26/2023	589.62 498.32 1,196.91 589.62
			Total for Check Number 27275:	2,874.47
27276	11181 1132	NORTH KINGS GROUNDWATER SUST/ WTR- CALL FOR FUNDS FY 2023-2024	07/26/2023	1,627.19
			Total for Check Number 27276:	1,627.19
27277	10282 304738998001 304738998001 322195058001 322195058001 322195058001 322356056001	OFFICE DEPOT WTR- PLANNER SWR- PLANNER WTR-PENS LABELS - OFFICE SUPPLIES BLDG- AIRWICH REFRESHNER SWR-PENS LABELS - OFFICE SUPPLIES WTR- CALCULATORS ZIPLOC BAGS BINDI	07/26/2023	5.66 5.66 62.44 26.09 62.44 87.22

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	322356056001	SWR-- CALCULATORS ZIPLOC BAGS BIND		87.23
	32256058001	BLDG- PLUG INS		11.99
Total for Check Number 27277:				348.73
27278	10305	PITNEY BOWES BANK INC PURCHASI	07/26/2023	
	8000-9090-0159-	VAR- POSTAGE FOR METER		27.90
	8000-9090-0159-	VAR- POSTAGE FOR METER		9.90
	8000-9090-0159-	VAR- POSTAGE FOR METER		1.20
	8000-9090-0159-	VAR- POSTAGE FOR METER		1.50
	8000-9090-0159-	VAR- POSTAGE FOR METER		27.00
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.60
	8000-9090-0159-	VAR- POSTAGE FOR METER		36.84
Total for Check Number 27278:				104.94
27279	12434	CINDY PONCE	07/26/2023	
	00326258	CTC- CTC DEPOSIT 07/15/23		400.00
Total for Check Number 27279:				400.00
27280	11006	RIGHT NOW PHLEBOTOMY	07/26/2023	
	23-2053	PD- BLOOD DRAW CASE 23-2053		125.00
Total for Check Number 27280:				125.00
27281	10604	S & S WORLDWIDE INC	07/26/2023	
	IN1012322301	CS- SUPPLIES ART IN THE PARK		107.04
Total for Check Number 27281:				107.04
27282	10329	SAN JOAQUIN VALLEY AIR POLL	07/26/2023	
	C350624/C7528	WTR- GENERATOR PERMIT FEE WELL #17		290.00
Total for Check Number 27282:				290.00
27283	10862	SIGNMAX	07/26/2023	
	0044352-IN	VE SUPP- DECALS FOR VEH #1408		32.51
Total for Check Number 27283:				32.51
27284	11650	SITEONE LANDSCAPE SUPPLY COMP/	07/26/2023	
	132269746-001	PARKS- INSTALL BOOSTER PUMP- LIONS I		528.46
	132388163-001	LLD- IRRIGATION SUPPLIES		609.15
	132621672-001	MEDIANS- IRRIGATION SUPPLIES		194.25
Total for Check Number 27284:				1,331.86
27285	11787	SNAP ON INC	07/26/2023	
	ARV/58035680	VE SUPPL- HOSE CLAMP PLIERS		64.49
Total for Check Number 27285:				64.49
27286	11460	SUPERIOR POOL PRODUCTS LLC	07/26/2023	
	Q2023666	WTR- 190 GAL BULK CHLORINE WELL 17		704.41
Total for Check Number 27286:				704.41
27287	10354	T & T PAVEMENT MARKINGS	07/26/2023	
	2023268	CM- CUSTOM SIGN FOR MARY RODRIGUE		49.06
Total for Check Number 27287:				49.06

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
27288	10357 27481	TAYLOR MADE IRRIGATION PARKS- IRRIGATION SUPPLIES- LIONS PAF	07/26/2023	8.90
Total for Check Number 27288:				8.90
27289	10379 2023118068 23USB118068	UNDERGROUND SERVICE ALERT OF STREETS- MEMBERSHIP & BILLABLE TIC STREETS- CA STATE FEE FOR REGULATOR	07/26/2023	1,407.40 492.57
Total for Check Number 27289:				1,899.97
27290	10417 9008757027	ZEP SALES AND SERVICE VE SUPP- 2-CASES OF ZEP O SHINE-CAR-W	07/26/2023	264.45
Total for Check Number 27290:				264.45
Total for 7/26/2023:				617,095.50
27291	10617 676223	C A REDING CO INC REC- CTC- LANIER MP C307 JUNE 2023	07/27/2023	75.08
Total for Check Number 27291:				75.08
27292	11981 AO-42255-1	CENTRAL CALIFORNIA FOOD BANK CDBG- PURCHASE OF FOOD FOR COVID-1	07/27/2023	3.37
Total for Check Number 27292:				3.37
27293	10092 328226 328227	CENTRAL VALLEY TOXICOLOGY INC PD- ABUSE SCREEN TEST CASE 23-1391 PD- ETHYL ALCOHOL TEST CASE 23-1484	07/27/2023	85.00 40.00
Total for Check Number 27293:				125.00
27294	10826 2711734	CROWN SERVICES CORPORATION REC- PORT A POTTS HANDWASH STATION	07/27/2023	312.69
Total for Check Number 27294:				312.69
27295	10128 667085	DEPARTMENT OF JUSTICE PD- JUNE LIVESCAN -FINGERPRINT FBI- V	07/27/2023	108.00
Total for Check Number 27295:				108.00
27296	11475 173094	DISCOUNT PLAYGROUND SUPPLY INC CS- BASE LAYER FAST PATCH	07/27/2023	331.17
Total for Check Number 27296:				331.17
27297	10144 PI0053339 PI0053339	ELBERT DISTRIBUTING INC VE MAINT- OIL CHANGE KITS WASHER FI PD MAINT- OIL CHANGE KITS WASHER FI	07/27/2023	143.84 143.85
Total for Check Number 27297:				287.69
27298	10162 SO20756	FRESNO COUNTY TREASURER PD- 4TH QTR PRISONER PROCESSING SER	07/27/2023	67.10
Total for Check Number 27298:				67.10
27299	10166	FRESNO-MADERA AGENCY ON AGINC	07/27/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	2612	NUT- NON-QUALIFIED MEALS (3)		16.35
	2612	NUT- SITE SUPPLIES		10.26
	2616	NUT- NON-QUALIFIED MEALS (5)		27.25
	2616	NUT- SITE SUPPLIES		60.98
	2621	NUT- SITE SUPPLIES		78.53
Total for Check Number 27299:				193.37
27300	11358	GREAT AMERICA FINANCIAL SERVICE	07/27/2023	
	34445632	SWR-LANIER MPC307- WWTP		68.64
	34445632	WTR-LANIER MPC307- WWTP		68.65
Total for Check Number 27300:				137.29
27301	10204	IDTS INC	07/27/2023	
	40397	PD- ANNUAL JUNE ENROLLMENT		10.00
Total for Check Number 27301:				10.00
27302	10485	JP AIR CONDITIONING & HEATING	07/27/2023	
	5196	CS- INSTALL NEW AC UNIT - WWTP		11,478.58
Total for Check Number 27302:				11,478.58
27303	10239	KERWEST INC	07/27/2023	
	24079	ADM- CLASSIFIED AD-PD CHIEF OF POLIC		66.00
	24079	ADM- CLASSIFIED AD-PD CHIEF OF POLIC		66.00
	24080	ADM- CLASSIFIED AD-PD ADMINISTRATIV		66.00
	24080	ADM- CLASSIFIED AD-PD ADMINISTRATIV		66.00
Total for Check Number 27303:				264.00
27304	10250	LIEBERT CASSIDY WHITMORE	07/27/2023	
	245134	ADM- ADMIN- HR PERSONNEL MATTER- 0		170.00
	245595	ADM- ADMIN- HR PERSONNEL MATTER- 0		444.50
	245662	ADM- ADMIN- HR PERSONNEL MATTER- 0		1,107.50
Total for Check Number 27304:				1,722.00
27305	10265	MONTOY LAW CORPORATION	07/27/2023	
	072123	CC- JUNE 2023 LEGAL FEES		5,624.50
Total for Check Number 27305:				5,624.50
27306	10282	OFFICE DEPOT	07/27/2023	
	316174107001	ADM- OFFICE SUPPLIES		39.22
	316174453001	ADM- OFFICE SUPPLIES		461.10
Total for Check Number 27306:				500.32
27307	10289	P.G.& E.	07/27/2023	
	5340322355-4	WTR- DOUBLE L CHLORINATOR POWER 0		11.58
	6039473144-6	CS- TRINIS PARK- JUNE 2023		222.56
	6206788690-3	CS- CS ELECTRICITY & GAS- JUNE 2023		1,392.95
	6206788690-3	CS- CS ELECTRICITY & GAS- JUNE 2023		3,988.34
	6206788690-3	CS- CS ELECTRICITY & GAS- JUNE 2023 CC		626.47
	6206788690-3	CS- CS ELECTRICITY & GAS- JUNE 2023 CC		130.00
	8820061503-2	CS- COLEMAN BALLFIELD - JUNE 2023		2,145.81
	8970493475-4	PARKS- KERCKHOFF PARK 06/09/23-07/10/2		222.97
Total for Check Number 27307:				8,740.68

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
27308	11880 14-5154	PERSONALIZED GIFTS FOR YOU ADM- EMPLOYEE APPRECIATION GIFT	07/27/2023	1,885.79
Total for Check Number 27308:				1,885.79
27309	10305	PITNEY BOWES BANK INC PURCHASI	07/27/2023	
	8000-9090-0159-	VAR- POSTAGE FOR METER		7.20
	8000-9090-0159-	VAR- POSTAGE FOR METER		40.56
	8000-9090-0159-	VAR- POSTAGE FOR METER		27.60
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.60
	8000-9090-0159-	VAR- POSTAGE FOR METER		8.70
	8000-9090-0159-	VAR- POSTAGE FOR METER		13.80
	8000-9090-0159-	VAR- POSTAGE FOR METER		74.46
	8000-9090-0159-	VAR- POSTAGE FOR METER		11.10
Total for Check Number 27309:				184.02
27310	12115 1757587REV	TAPCO SOLAR SIGNS- 3 RED SOLAR BLINKERSIG	07/27/2023	5,014.77
Total for Check Number 27310:				5,014.77
27311	10168	UNITY IT	07/27/2023	
	365419	TECH- MONTHLY TECH SUPPORT SERVICE		3,837.25
	365419	TECH- MONTHLY TECH SUPPORT SERVICE		42.50
	365419	TECH- MONTHLY TECH SUPPORT SERVICE		77.97
	365419	TECH- MONTHLY TECH SUPPORT SERVICE		42.50
Total for Check Number 27311:				4,000.22
27312	10391	VALLEY FARM SUPPLY STORES	07/27/2023	
	060623	PARKS- SUPPLIES- 6 INV <\$50		120.47
	060723	EQUIP- SUPPLIES- 2 INV <\$50		67.43
	060923	STRTS- BLADES FOR 180 WALL REPAIR		65.36
	061323	STRTS- SUPPLIES- 8 INV <\$50		112.89
	061323	WTR- SUPPLIES- 4 INV <\$50		107.34
	062123	VE SUPP- VE SUPPLIES- 2 INV <\$50		56.63
	062123	SWR- SUPPLIES- 7 INV <\$50		181.23
	155130	MEDIANS- PRUNING SHEARS FOR MEDIA		98.05
	155156	WTR- BACKFLOW SLAB		62.05
	155157	EQUIP- 5 NEW CHAINS FOR DEWALT CHAI		127.45
	155195	EQUIP- RETURN		-49.45
	155238	LLD- SUPPLIES- 1 INV <\$50		27.16
	179085	EQUIP- WEEDEATER CARBORATOR		142.28
	179224	EQUIP- WEEDEATER HEADS		244.05
	179501	SWR- PARTS FOR PLANT		59.18
	179692	MEDIANS- SUPPLIES FOR MEDIANS ON C		113.31
	179712	EQUIP- ECHO WEEDEATER CARBORATOR		297.96
	179778	EQUIP- BLOWER CARBORATOR REPAIR		157.76
Total for Check Number 27312:				1,991.15
27313	11061	WALMART REAL ESTATE BUSINESS T	07/27/2023	
	063023	ENG- DIF- OUTSIDE TRAVEL LANE WHITE		36,982.00
	063023	ENG- DIF- TRAFFIC SIGNALS WHITESBRIE		77,327.00
Total for Check Number 27313:				114,309.00
27314	10413	YAMABE & HORN ENGINEERING INC	07/27/2023	
	49086	TRACT 6236		3,226.25
	49087	PM 19-01		303.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
49088		SPR 19-04 OVERNITE TRUCK PARKING		665.00
49089		KUSD FIRST STREET EXTENSION		4,022.50
49090		CWSRF WASTEWATER PLANNING GRANT		1,607.00
49091		BWC INDUSTRIAL PROPERTY		140.00
49092		TRACT 6293		8,371.27
49093		EASTSIDE COMMUNITY PARK		381.50
49094		TRACT 6302		376.28
49095		SPR 19-16 JS WEST		1,069.35
49096		VINELAND AVE REHAB-CALIFORNIA TO K		4,742.00
49097		SGMA IMPLEMENTATION SUPPORT		330.00
49098		KEARNEY BLVD REHABILITATION- PARK		5,335.36
49098		KEARNEY BLVD REHABILITATION- PARK		3,376.86
49099		STANISLAUS/SAN JOAQUIN ALLEY PAVIN		6,900.31
49099		STANISLAUS/SAN JOAQUIN ALLEY PAVIN		1,239.73
49100		WELL NO 12 & 14 EMERGENCY GENERATC		580.00
49101		NORTHWEST PARK		4,407.31
49102		LIONS PARK RECHARGE PROJECT		980.00
49103		WELL #12 TCP MITIGATION		577.50
49104		FY 21-22 STREET REHABILITATION PROJE		330.00
49105		FY 21-22 STREET SEALING PROJECT		330.00
49106		FY 22-23 GENERAL ENGINEERING- GIS MA		977.50
49107		FY 22-23 GENERAL ENGINEERING		3,272.50
49108		FY 22-23 GENERAL ENGINEERING- STREE		783.75
49109		FY 22-23 GENERAL ENGINEERING- SEWER		495.00
49110		FY 22-23 GENERAL ENGINEERING- WATER		4,002.50
49111		FY 22-23 GENERAL ENGINEERING- WATER		3,200.00
49112		FY 22-23 GENERAL ENGINEERING- SEWER		3,200.00
49113		SISKIYOU AVE REHABILITATION- WHITES		547.41
49113		SISKIYOU AVE REHABILITATION - WHITES		4,225.09
49114		GOLDEN AVE REHABILITATION- KEARNE		1,015.39
49114		GOLDEN AVE REHABILITATION- KEARNE		7,837.11
49115		CALIFORNIA AVE SIDEWALK- 9TH TO VIN		42.16
49115		CALIFORNIA AVE SIDEWALK- 9TH TO VIN		325.34
49116		CLEAN CA DOWNTOWN CORRIDOR REVI		140.00
49117		FY 22-24 LLMD ASSESSMENTS		742.50
Total for Check Number 27314:				80,098.43
Total for 7/27/2023:				237,464.22
27315	12439 339216	SAM ALAMARI FIN- REFUND OVERPAYMENT ON TRANSII	08/02/2023	395.91
Total for Check Number 27315:				395.91
27316	10037 063023	ASCAP CS- BALANCE DUE FOR ANNUAL LICENSE	08/02/2023	15.00
Total for Check Number 27316:				15.00
27317	10271 INV06-016972	AVENU INSIGHTS & ANALYTICS ADM- SUTA SERVICE TAX QTR 03/31/23	08/02/2023	51.61
Total for Check Number 27317:				51.61
27318	11498 176224115	COMCAST CABLE COMMUNICATIONS PD- FSO OFFICE CITY OF KERMAN CALNE	08/02/2023	697.31
Total for Check Number 27318:				697.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
27319	10128 665030	DEPARTMENT OF JUSTICE PD- BLOOD ALCOHOL ANALYSIS- 14 @ \$3:	08/02/2023	490.00
		Total for Check Number 27319:		490.00
27320	10133 SL231081	DEPARTMENT OF TRANSPORTATION STRT- SIGNALS & LIGHTING APR-JUNE 20:	08/02/2023	3,032.97
		Total for Check Number 27320:		3,032.97
27321	10177 110032-01-02	GAMETIME REC- COSMIC CLIMBER 7083	08/02/2023	2,670.87
		Total for Check Number 27321:		2,670.87
27322	11358 34445633	GREAT AMERICA FINANCIAL SERVICE PD- RECORDS COPIER/FAX AGREEMENT- :	08/02/2023	285.50
		Total for Check Number 27322:		285.50
27323	10514 17234	ICAD INC WTR- NEW POWER SUPPLY FOR THE PLC :	08/02/2023	2,285.00
		Total for Check Number 27323:		2,285.00
27324	10239 23020	KERWEST INC CC- ORD 23-01 PUBLICATION	08/02/2023	710.00
		Total for Check Number 27324:		710.00
27325	10282 316570241001 316570552001 317035623001 317035623001 317039752001 317577236001 317577236001 317577236001 317577236001 318456360001 318456360001 318456368001 318456368001 318456368001 318456368001 318456368001 318456375001 318456375001 318456396001 318456396001 318456400001 318456400001	OFFICE DEPOT CS- DESK FAN CS- COFFEE CUPS WTR CONSRV- OFFICE & GENERAL SUPPL BLDG- TISSUES (HARMEEN) BLDG- TISSUES (HARMEEN) STRTS- MANILA FILE FOLDERS ERASERS LLD- MANILA FILE FOLDERS ERASERS HI LLD- MANILA FILE FOLDERS ERASERS HI LLD- MANILA FILE FOLDERS ERASERS HI BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES BPO- GENERAL SUPPLIES	08/02/2023	21.78 34.43 116.74 18.51 14.16 39.86 39.87 39.86 39.86 9.80 9.80 11.98 8.17 11.98 8.17 98.58 98.58 27.24 27.24 8.70 8.71
		Total for Check Number 27325:		694.02
27326	10289 7660122617-8	P.G.& E. PD- AC PG&E JUNE	08/02/2023	1,206.56
		Total for Check Number 27326:		1,206.56
27327	12026 28020	PRECISION CIVIL ENGINEERING INC ADM- PROFESSIONAL SERVICES PLANNEI	08/02/2023	320.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	28227	BPO- PROFESSIONAL SERVICES- 21-009.8 C		845.00
	28228	BPO- PROFESSIONAL SERVICES- 21-009.8		1,245.00
	28256	BPO- PROFESSIONAL SERVICES PLANNER		1,015.00
Total for Check Number 27327:				3,425.00
27328	10596	RED WING BUSINESS ADVANTAGE AC	08/02/2023	
	20230622008742	PW-VAR- SAFETY BOOTS- MANUEL RAMII		10.00
	20230622008742	PW-VAR- SAFETY BOOTS- MANUEL RAMII		10.00
	20230622008742	PW-VAR- SAFETY BOOTS- MANUEL RAMII		11.50
	20230622008742	PW-VAR- SAFETY BOOTS- MANUEL RAMII		13.50
	20230622008742	PW-VAR- SAFETY BOOTS- MANUEL RAMII		5.00
	20230622008742	PW-VAR- SAFETY BOOTS- MANUEL RAMII		15.00
	20230622008742	PW-VAR- SAFETY BOOTS- MANUEL RAMII		35.00
	20230622008742	PW-VAR- SAFETY BOOTS- MANUEL RAMII		121.01
Total for Check Number 27328:				221.01
27329	11387	LUISA AGUIRRE	08/02/2023	
	080123	REC- INSTRUCTOR FEE-ZUMBA JULY 2023		420.00
Total for Check Number 27329:				420.00
27330	12257	AMERITAS LIFE INSURANCE CORP	08/02/2023	
	080123	HR- AUGUST VISION PREMIUMS		780.17
Total for Check Number 27330:				780.17
27331	10035	AQUA NATURAL SOLUTIONS	08/02/2023	
	5130	SWR- MICROBE LIFT/SLUDGE REMOVER		957.52
Total for Check Number 27331:				957.52
27332	10037	ASCAP	08/02/2023	
	ACCT # 50071678	CS- BALANCE DUE FOR ANNUAL LICENSE		420.00
Total for Check Number 27332:				420.00
27333	11355	BADGER METER	08/02/2023	
	80132999	FIN- BEACON HOSTING SERV UNIT JULY 2		116.31
	80132999	FIN- BEACON HOSTING SERV UNIT JULY 2		116.31
Total for Check Number 27333:				232.62
27334	12075	RHONDA BREWER	08/02/2023	
	080123	REC- INSTRUCTOR FEE-HIIT FITNESS JULY		374.50
Total for Check Number 27334:				374.50
27335	10066	CACEO	08/02/2023	
	200026012	BPO- CODE COMPLIANCE TRAVEL CONFE		500.00
Total for Check Number 27335:				500.00
27336	10078	CALIFORNIA STATE DISBURSEMENT	08/02/2023	
	0195001403-001	C WITHHOLDING ORDER P/R DATE 07/28/2		274.08
	0195001403-01	C WITHHOLDING ORDER P/R DATE 07/14/2		319.93
Total for Check Number 27336:				594.01
27337	11983	COLLEGE OF THE SEQUOIAS-PUBLIC	08/02/2023	
	399	PD- PERISHIBALE SKILLS #1 DRIVING ONI		120.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	399	PD- PERISHIBALE SKILLS #1 DRIVING ONI		120.00
	399	PD- PERISHIBALE SKILLS #1 DRIVING ONI		120.00
	399	PD- PERISHIBALE SKILLS #1 DRIVING ONI		120.00
Total for Check Number 27337:				480.00
27338	10103	COLONIAL LIFE	08/02/2023	
	34202050801400	HR- JULY EMPLOYEE CONTRIBUTION		604.12
	34202050801400	HR- ROUNDING ADJ		-0.03
Total for Check Number 27338:				604.09
27339	10458	RAUL HERRERA ECN POLYGRAPH AN	08/02/2023	
	KERM-JULY 2023	PD- PRE-EMPLOYMENT POLY: LUIS GUTIE		250.00
	KERM-JULY 2023	PD- PRE-EMPLOYMENT POLY: REBECCA R		250.00
Total for Check Number 27339:				500.00
27340	10157	FERGUSON ENTERPRISES INC	08/02/2023	
	1798962	WTR- PARTS FOR WATER BREAK REPAIRS		836.71
Total for Check Number 27340:				836.71
27341	12441	CARLOS FIGUEROA	08/02/2023	
	00342811	CTC- SENIOR CENTER DEPOSIT 07/22/23		150.00
Total for Check Number 27341:				150.00
27342	11550	FRESNO COUNTY SHERIFFS OFFICE -	08/02/2023	
	#2022-5723	C FTB WAGE-GARNISHMENT- 07/14/23		137.00
	#2022-5723	C FTB WAGE-GARNISHMENT- 07/28/23		137.00
Total for Check Number 27342:				274.00
27343	11167	FRESNO COUNTY TAX COLLECTOR	08/02/2023	
	2023-2024	VAR- VAR-SVC & ASSESSMENTS 2024		177.62
Total for Check Number 27343:				177.62
27344	10440	GLASS CENTERS	08/02/2023	
	13946	CS- REPLACEMENT GLASS- WWTP		245.22
Total for Check Number 27344:				245.22
27345	10485	JP AIR CONDITIONING & HEATING	08/02/2023	
	5209	CS- INSTALL 3 POLE CONTACTOR CTC NW		496.94
	6219	CS- DIAGNOSTIC- BAD MOTOR- CTC NW U		85.00
Total for Check Number 27345:				581.94
27346	10228	JS COMMUNICATIONS INC	08/02/2023	
	66355	PD- AUDIO ACCESSORY REMOTE SPEAKE		168.81
Total for Check Number 27346:				168.81
27347	10239	KERWEST INC	08/02/2023	
	24114	CC- RES 23-52 LLD NO 1		542.50
	24118	CC- ORD 23-04 SUMMARY PUBLICATION		242.50
Total for Check Number 27347:				785.00
27348	12442	KAITLYN MARTINEZ	08/02/2023	
	00336482	CTC- SH DEPOSIT 07/29/23		100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27348:	100.00
27349	12058 10731102A	NAVIA CLIENT PAY LOCKBOX HR- JULY SEC 125 EMPLOYEE CONT	08/02/2023	3,124.94
			Total for Check Number 27349:	3,124.94
27350	10282 322356056002 322356056002 322901055001 322901734001	OFFICE DEPOT SWR- CALCULATOR WTR- CALCULATOR ADM- GENERAL SUPPLIES ADM- GENERAL SUPPLIES	08/02/2023	11.98 11.98 248.22 39.76
			Total for Check Number 27350:	311.94
27351	10289 2881141119-9 9081203718-3	P.G.& E. CS- CNG VEHICLES FUEL- JULY 2023 CS- KATEYS PARK- JULY 2023	08/02/2023	558.57 59.81
			Total for Check Number 27351:	618.38
27352	12443 00343025	LUZ ANAHI PADILLA CTC- SH DEPOSIT 07/30/23	08/02/2023	100.00
			Total for Check Number 27352:	100.00
27353	12437 79694	PATCH SUPPLY PD- PD SHOULDER PATCHES	08/02/2023	1,029.60
			Total for Check Number 27353:	1,029.60
27354	12026 28278 28278 28278 28305 28339 28391 28391	PRECISION CIVIL ENGINEERING INC BPO- PROFESSIONAL SERVICES- 21-009.8 C BPO- PROFESSIONAL SERVICES- 21-009.8 C BPO- PROFESSIONAL SERVICES- 21-009.8 C BPO- PROFESSIONAL SERVICES PLANNER BPO- PROFESSIONAL SERVICES PLANNER BPO- PROFESSIONAL SERVICES- 21-009.8 C BPO- PROFESSIONAL SERVICES- 21-009.8 C	08/02/2023	3,570.00 750.00 150.00 80.00 2,580.00 420.00 9,860.00
			Total for Check Number 27354:	17,410.00
27355	10309 524273	PROFORCE LAW ENFORCEMENT PD- SURESHELL CAR REM 5 @ \$46.54 SLI 1	08/02/2023	1,164.22
			Total for Check Number 27355:	1,164.22
27356	12440 00339575	ALYSIA QUINTANA CTC- SH DEPOSIT 07/23/23	08/02/2023	100.00
			Total for Check Number 27356:	100.00
27357	10316 148687 148688 148697	R G EQUIPMENT OF FRESNO INC EQUIP- REAR WHEEL FOR TORO EQUIP- REAR WHEEL FOR TORO EQUIP- 6 MOWER BLADES FOR TORO	08/02/2023	870.90 870.90 234.62
			Total for Check Number 27357:	1,976.42
27358	10319 11522	RENO'S HARDWARE CS- CLAMPS NUTS BOLTS- BM FENCE REP	08/02/2023	9.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27358:	9.02
27359	12438 INV208758	REVIVAL ANIMAL HEALTH PD- 3 CC MONOJECT SYRINGES 100 CT	08/02/2023	110.68
			Total for Check Number 27359:	110.68
27360	11714 23-07	ROD CARSEY BPO- PLAN CHECK FEES- JULY 2023	08/02/2023	1,548.64
			Total for Check Number 27360:	1,548.64
27361	10603 132392785	SOLENIS LLC SWR- PRAESTOL 2290 LBS	08/02/2023	5,658.73
			Total for Check Number 27361:	5,658.73
27362	10015 81371	THE ADVANCE GROUP CC- BUS CARDS REORDER PACHECO	08/02/2023	103.81
			Total for Check Number 27362:	103.81
27363	10371 23-161	TJ LAW & ASSOCIATES INVESTIGATIO PD- LAW ENFORCEMENT BACKGROUND (	08/02/2023	700.00
			Total for Check Number 27363:	700.00
27364	10168 365491 365491	UNITY IT TECH- SDRAM MEMORY- WWTP STAFF TECH- HP PRO MINI DESKTOP COMPUTER	08/02/2023	137.89 996.52
			Total for Check Number 27364:	1,134.41
27365	10406 256026 77646 77646	WEST HILLS OIL INC VE- DIESEL FUEL 320 GALLONS FUEL-JULY 1-15 FUEL-ACT PROGRAM - PD	08/02/2023	1,563.42 5,449.05 225.62
			Total for Check Number 27365:	7,238.09
			Total for 8/2/2023:	67,701.85
			Report Total (115 checks):	1,318,587.57

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 8/2/2023 3:22 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	07/28/2023	
	072823	C PR TAX DEPOSIT- 07/28/23- SIT PAYABLE		4,372.18
	072823	C PR TAX DEPOSIT- 07/28/23- SDI PAYABLE		1,667.96
Total for this ACH Check for Vendor 10147:				6,040.14
ACH	10517	FEDERAL TAXES PAYROLL	07/28/2023	
	072823	C PAYROLL TAX DEPOSIT- 07/28/23- FICA P		24,603.74
	072823	C PAYROLL TAX DEPOSIT- 07/28/23- FIT PA		14,290.11
	072823	C PAYROLL TAX DEPOSIT- 07/28/23- FICA M		5,754.22
Total for this ACH Check for Vendor 10517:				44,648.07
ACH	10518	KERMAN POLICE OFFICERS ASSN	07/28/2023	
	072823	C MEMBERSHIP DUES 07/28/23		711.25
Total for this ACH Check for Vendor 10518:				711.25
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	07/28/2023	
	072823	C MEMBERSHIP DUES- 07/28/23		187.50
Total for this ACH Check for Vendor 10519:				187.50
ACH	10520	ICMA-RC	07/28/2023	
	072823	C DEFERRED COMP- 07/28/23		1,524.40
	072823	C LOAN PAYMENTS		3,353.51
Total for this ACH Check for Vendor 10520:				4,877.91
Total for 7/28/2023:				56,464.87
Report Total (5 checks):				56,464.87

CITY OF KERMAN
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As of June 30, 2023

Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
CD's:										
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00	(98,000.00)		-	-	1,117.74
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00	(98,000.00)		-	-	1,539.27
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00	(51,000.00)		-	-	1,351.50
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00	(96,000.00)		-	-	2,880.00
Morgan Stanley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00			240,000.00	239,841.60	7,920.00
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00			97,000.00	96,818.61	3,201.00
UBS Bank Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00			98,000.00	97,500.20	3,283.02
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	47,387.52	1,512.00
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00			248,000.00	241,671.04	3,844.00
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00			205,000.00	200,282.95	5,227.50
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00			245,000.00	239,281.70	6,982.50
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	239,808.45	8,085.00
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	239,808.45	8,085.00
Customers Bank Phoenixville PA	615-030525-245	4.70%	2/16/23	8/16/24		250,000.00		250,000.00	247,887.50	-
Charles Schwab Bank	615-030525-245	5.20%	3/7/23	9/16/24		250,000.00		250,000.00	249,197.50	-
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24		249,000.00		249,000.00	245,546.37	7,211.13
Morgan Stanley Private National Bank	615-030525-245	4.80%	4/20/23	10/21/24		244,000.00		244,000.00	241,955.28	-
Western Alliance Bank	615-030525-245	4.85%	4/13/23	10/21/24		244,000.00		244,000.00	242,106.56	-
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	228,688.24	2,728.00
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	235,469.50	8,207.50
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25		245,000.00		245,000.00	235,491.55	4,313.01
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	223,484.97	1,245.00
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24		500,000.00		500,000.00	490,570.00	10,000.00
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25		500,000.00		500,000.00	495,200.00	-
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26		500,000.00		500,000.00	494,325.00	-
Total CD's		Average Rate	3.49%		2,756,000.00	2,639,000.00	-	5,395,000.00	5,272,322.99	88,772.88

CITY OF KERMAN
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Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
Securities America Sweep Program										
	Beginning Balance				0.01			0.01		
	Transfers In/(Out)		7/5/22			269.84		269.84		
			7/12/22			3,927.45		3,927.45		
			7/15/22			0.02		0.02		
			7/26/22			1,117.74		1,117.74		
			7/26/22			98,000.00		98,000.00		
			8/15/22			(278.84)		(278.84)		
			8/31/22			(103,036.22)		(103,036.22)		
			9/27/22			2,844.31		2,844.31		
			10/19/22			(2,844.25)		(2,844.25)		
			10/27/22			(0.06)		(0.06)		
			10/31/22			2,621.00		2,621.00		
			11/7/22			278.83		278.83		
			11/15/22			920.21		920.21		
			11/28/22			1,375.21		1,375.21		
			11/28/22			(3,820.04)		(3,820.04)		
			12/5/22			3,500.81		3,500.81		
			12/6/22			269.84		269.84		
			12/15/22			891.14		891.14		
			12/27/22			(6,037.55)		(6,037.55)		
			12/27/22			0.55		0.55		
			1/13/23			4,271.56		4,271.56		
			1/18/23			919.94		919.94		
			1/30/23			(5,191.50)		(5,191.50)		
			1/31/23			0.64		0.64		
			2/6/23			1,613.65		1,613.65		
			2/7/23			1,041.04		1,041.04		
			2/9/23			51,681.30		51,681.30		
			2/15/23			923.67		923.67		
			2/16/23			(55,264.54)		(55,264.54)		
			2/24/23			4.24		4.24		
			2/27/23			4.24		4.24		
			3/7/23			251.85		251.85		
			3/10/23			1,906.20		1,906.20		
			3/15/23			831.11		831.11		
			3/21/23			4,313.01		4,313.01		
			3/24/23			10,000.00		10,000.00		
			3/28/23			(17,307.86)		(17,307.86)		
			3/28/23			1.45		1.45		
			3/29/23			1.45		1.45		
			4/6/23			278.83		278.83		
			4/14/23			0.03		0.03		
			4/17/23			919.94		919.94		
			4/20/23			340,000.00		340,000.00		
			4/21/23			(244,000.00)		(244,000.00)		
			4/25/23			(97,209.69)		(97,209.69)		
			4/25/23			9.44		9.44		
			4/26/23			9.44		9.44		
			5/1/23			2,606.59		2,606.59		
			5/8/23			269.84		269.84		
			5/15/23			0.40		0.40		
			5/16/23			890.26		890.26		
			5/30/23			(2,423.74)		(2,423.74)		
			5/31/23			(1,352.79)		(1,352.79)		
			6/1/23			0.52		0.52		

CITY OF KERMAN
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Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
			6/5/23			3,481.69		3,481.69		
			6/6/23			278.83		278.83		
			6/15/23			0.39		0.39		
			6/16/23			837.77		837.77		
			6/20/23			82.17		82.17		
			6/28/23			(4,681.91)		(4,681.91)		
			6/29/23			0.54		0.54		
					0.01	(0.01)	-	(0.00)	(0.00)	-
Local Agency Investment Fund										
Beginning Balance	98-10-400				11,958,206.80			11,958,206.80		-
Interest		0.33%	7/15/22			22,388.27		22,388.27		22,388.27
		1.35%	10/14/22			40,765.56		40,765.56		40,765.56
		2.07%	1/13/23			62,799.19		62,799.19		62,799.19
		2.74%	4/14/23			81,445.29		81,445.29		
								-		
	Transfers In/(Out)							-		
								-		
								-		
Total - LAIF		1.62%			11,958,206.80	207,398.31	-	12,165,605.11	12,165,605.11	125,953.02
Central Valley Money Market Acct										
Beginning Balance	015030960				3,138,035.16			3,138,035.16		
Interest			7/11/22			68.78		68.78		68.78
			7/29/22			130.68		130.68		130.68
			8/31/22			226.98		226.98		226.98
			9/30/22			206.36		206.36		206.36
			10/31/22			213.26		213.26		213.26
			11/30/22			206.39		206.39		206.39
			12/31/22			206.41		206.41		206.41
			1/31/23			220.18		220.18		220.18
			2/28/23			192.67		192.67		192.67
			3/31/23			213.33		213.33		213.33
			4/30/23			192.70		192.70		192.70
			5/31/23			227.12		227.12		227.12
			6/30/23			218.54		218.54		218.54
	Transfers In/(Out)		6/30/23			5,500,000.00		5,500,000.00		
								-		
								-		
		0.08%						-		
					3,138,035.16	5,502,523.40	-	8,640,558.56	8,640,558.56	2,523.40
Subtotal All City Investments		1.73%			17,852,241.96	8,348,921.71	-	26,201,163.67	26,078,486.66	217,249.30
			Total Investments		17,852,241.97	8,348,921.70	-	26,201,163.67	26,078,486.66	217,249.30
								Market Value Adjustment	(122,677.01)	
								8,348,921.70		
								8,348,921.70		
								-		



STAFF REPORT

MEETING DATE: August 9, 2023

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Submittal of Local Transportation Purposes Funds (JA)

RECOMMENDATION: Council by motion adopt resolution approving Submittal of Local Transportation Purposes Certification and Claim for Fiscal Year 2023-2024.

EXECUTIVE SUMMARY:

Each year the Fresno County Transportation Authority (FCTA) provides the City of Kerman with information regarding Local Transportation Purposes Funds (Measure “C”) funding allocations that will be made available to the City throughout the new fiscal year. The City is required to approve and claim these allocation amounts by way of resolution before such funds can be disbursed to the City.

DISCUSSION:

The voters of Fresno County in 2006 approved an extension of the one-half cent sales tax increase known as Measure “C” to fund regional and local transportation projects. The Fresno County Transportation Authority (FCTA) is the administering agency for these funds. The FCTA, on an annual basis, determines the allocation of Measure “C” funds to all cities and the County of Fresno based on population and road miles.

For Fiscal Year 2023-2024, the FCTA is projecting \$38,622,063 in Measure “C” funds. The FCTA allocates these funds in the following categories:

- Street Maintenance \$17,078,542
- ADA Compliance \$ 597,750
- Flexible Funding \$17,062,529
- Ped/Trails Urban \$ 2,399,926
- Ped/Trails Rural \$ 594,257
- Bicycle Facilities \$ 889,059

The allocations for the City of Kerman are:

- Street Maintenance \$ 286,093
- ADA Compliance \$ 10,013
- Flexible Funding \$ 350,043

These allocations are based on Kerman’s 2023 population of 16,955 and 50.9 road miles. These revenues are a critical funding source to help the City maintain streets, sidewalks and infrastructure.

The City Council must adopt a resolution claiming Fiscal Year 2023-2024 Measure “C” funds, agree to spend the funds for local transportation related purposes, separately account for the funds and report prior fiscal years funding claims by November 15, 2023.

FISCAL IMPACT:

The City of Kerman will receive a total of \$646,149 in Measure “C” funds in Fiscal Year 2023-2024, according to the Fresno County Transportation Authority.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 23-__**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
SUBMITTAL OF LOCAL TRANSPORTATION PURPOSES CERTIFICATION AND
CLAIM FOR FISCAL YEAR 2023-2024**

WHEREAS, the City of Kerman is an eligible claimant of funds for Local Transportation Purposes pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2023-2024 setting the City of Kerman's percentage at 1.68% which shall be the proportionate share of local Transportation Purposes monies to which the City shall be entitled within the Fiscal Year.

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 City of Kerman hereby submits its Local Transportation Purposes Certification and Claim for Fiscal Year 2023-2024. (Exhibit 'A')
3. The City of Kerman hereby requests the release of funds to the City on a monthly payment basis, consistent with the adopted apportionment and proportionate to the receipts.
4. The City Council of the City of Kerman certifies:
 - a. Local Transportation Purposes Funds will not be used to substitute for property tax funds which the City of Kerman had previously used for Local Transportation Purposes; and
 - b. City of Kerman has and will segregate property tax revenues from the City's other general funds revenues used to support Local Transportation so that verification of non-substitution can be proved through audit; and
 - c. City of Kerman shall separately account for Local Transportation Purposes Funds received, pursuant to California Public Utilities Code Section 142257. The City shall maintain records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time; and
 - d. City shall complete the prior fiscal years reporting requirements and claims forms no later than November 15, 2023. Reports not filed with the Authority by

November 15, 2023 will result in a stoppage of allocations until a completed report is filed for each program and sub-program.

5. The City of Kerman understands that should a financial or compliance audit reveal that the City of Kerman violated any of the requirements set forth in paragraph 3 (a), (b), (c) or (d), the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.
6. The City hereby requests the Authority to allocate all funds that become available from the Local Transportation Purpose Funds to the City for Fiscal Year 2023-2024, as identified in the attached claim forms and indicated below, in accordance with the adopted “Procedures for Administration of Funds for Local Transportation Purposes”:

• Street Maintenance	\$286,093
• ADA Compliance	\$ 10,013
• Flexible Funding	\$350,043

7. 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 9th day of August 2023, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Maria Pacheco

Mayor

ATTEST:

Marci Reyes

City Clerk

Exhibit 'A'

MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2023-24

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Josefina Alvarez, Finance Director

Telephone: (559) 846-4682

FAX: _____

Email Address: j.alvarez@cityofkerman.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
- ☐ Clovis Transit
- ☐ FORTA
- ☐ PTIS/Transit Consolidation
- ☐ ADA/Seniors/Paratransit
- ☐ Farmworker Van Pools
- ☐ Car/Van Pools
- ☐ New Technology Reserve

Local Transportation Program

- ☒ Street Maintenance
- ☐ ADA Compliance
- ☐ Flexible Funding
- ☐ Pedestrian/Trails Urban
- ☐ Pedestrian/Trails Rural
- ☐ Bicycle Facilities
- Regional Transportation Program*
- ☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
- Environmental Enhancement Program*
- ☐ School Bus Replacement
- ☐ Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- ☐ Fresno COG

2. The City of Kerman claimant is an eligible claimant of funds for local transportation purposes pursuant to Local Agency Name California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2023-24 setting 1.68% of \$17,078,542 (or \$286,093) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
- (b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature:	
Title:	
Date:	

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2023-24

TO: Fresno County Transportation Authority

FROM: City of Kerman
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Josefina Alvarez, Finance Director

Telephone: (559) 846-4682

FAX: _____

Email Address: jalvarez@cityofkerman.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
☐ Clovis Transit
☐ FCRTA
☐ PTIS/Transit Consolidation
☐ ADA/Seniors/Paratransit
☐ Farmworker Van Pools
☐ Car/Van Pools
☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
☒ ADA Compliance
☐ Flexible Funding
☐ Pedestrian/Trails Urban
☐ Pedestrian/Trails Rural
☐ Bicycle Facilities
☐ Regional Transportation Program
☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
Environmental Enhancement Program
☐ School Bus Replacement
☐ Transit Oriented Infrastructure for Infill
Administrative/Planning Program
☐ Fresno COG

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to
Local Agency Name
 California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2023-24 setting 1.68% of \$597,750 (or \$10,013) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
 (b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
 (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
 (c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature:	
Title:	
Date:	

 Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

**MEASURE C EXTENSION
LOCAL TRANSPORTATION PASS THROUGH REVENUES
CERTIFICATION AND CLAIM FOR FY2023-24**

TO: Fresno County Transportation Authority

FROM: City of Kerman

Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Josefina Alvarez, Finance Director

Telephone: (559) 846-4682

FAX: _____

Email Address: j.alvarez@cityofkerman.org

1. Applicable Funding Program: (Check One)

Regional Public Transit Program

- ☐ Fresno Area Express
☐ Clovis Transit
☐ FCRTA
☐ PTIS/Transit Consolidation
☐ ADA/Seniors/Paratransit
☐ Farmworker Van Pools
☐ Car/Van Pools
☐ New Technology Reserve

Local Transportation Program

- ☐ Street Maintenance
☐ ADA Compliance
☒ Flexible Funding
☐ Pedestrian/Trails Urban
☐ Pedestrian/Trails Rural
☐ Bicycle Facilities
Regional Transportation Program
☐ Fresno Airports

Alternative Transportation Program

- ☐ Rail Consolidation Subprogram
Environmental Enhancement Program
☐ School Bus Replacement
☐ Transit Oriented Infrastructure for In-Fill
Administrative/Planning Program
☐ Fresno COG

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to

Local Agency Name

California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2023-24 setting 2.05% of \$17,062,529 (or \$350,043) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:

- (a) Monthly payments consistent with adopted percentage, based on actual receipts
(b) Compliance with Steps A and B of the Strategic Implementation Plan – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
(b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
(c) That claimant shall account for Subprogram or Category of funds checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature:	
Title:	
Date:	

Finance Director

ATTACHMENT: Evidence of Formal Action for Approval and Submittal

Approved by: Fresno County Transportation Authority Board on: _____

Measure C Extension Strategic Implementation Plan - Appendix D



STAFF REPORT

MEETING DATE: August 9, 2023

PRESENTER: Jesus R. Orozco, Community Development Director

SUBJECT: Second Amendment to Consultant Services Agreement with Precision Civil Engineering Inc. for Entitlement, Land Use, and Planning Services (JRO)

RECOMMENDATIONS: Council by motion adopt a resolution approving Amendment No. 2 to Agreement for Entitlement, Land Use, and Planning Services with Precision Civil Engineering Inc.

EXECUTIVE SUMMARY:

On March 24, 2021, City Council approved a professional services agreement with Precision Civil Engineering Inc. (Consultant) to provide entitlement, land use, and planning services to supplement City staff resources in the Community Development Department (CDD) depending on project volumes, staff availability, and project complexity. On July 13, 2023, Council approved a first amendment to the agreement extending consultant services to June 30, 2024.

Due to the recent Master Fee Schedule update and increase in project demand, both the City and Consultant find it in their best interest to amend the existing agreement.

DISCUSSION:

City staff has been satisfied with the services delivered by Precision Civil Engineering Inc. under the current agreement set to expire on June 30, 2024. Staff is recommending approval of an amendment to the consultant services agreement with changes to the compensation and term of agreement necessary to meet the department’s needs.

This second amendment to the professional services agreement will take into account the updated Master Fee Schedule that went into effect July 1, 2023. The services agreement will be subject to the terms listed below and as further defined in the Professional Service Agreement attached as Exhibit ‘A’ of Attachment ‘A’.

Term	Two years ending on June 30, 2025 or by 30 Day Notice by City
Base Fee	50% of the Planning Application fee charged by the City

ENVIRONMENTAL REVIEW:

The proposed action is not defined as a project under the California Environmental Quality Act (CEQA) Section 15378(b)(2) because this action involves continuing administrative activities.

FISCAL IMPACT:

Entitlement, land use, and planning services are included as part of the annual budget process. Planning entitlement application fees are paid to the City by private developers for their projects.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment ‘A’

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH PRECISION CIVIL ENGINEERING INC. FOR ENTITLEMENT, LAND USE, AND PLANNING SERVICES

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 24, 2021, the City of Kerman (City) entered into an agreement with Precision Civil Engineering Inc. (Consultant) for entitlement, land use, and planning services; and

WHEREAS, a First Amendment to the Agreement was approved and is set to expired on June 30, 2024; and

WHEREAS, City has updated the Master Fee Schedule that went into effect on July 1, 2023; and

WHEREAS, City and Consultant desire to adjust compensation and term of the Agreement with amendments through June 30, 2025; and

WHEREAS, amendments to compensation rates will be effective on August 9, 2023 through June 30, 2025.

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

- SECTION 1. The foregoing recitals are true and correct and incorporated by reference.
- SECTION 2. The Council approves the Second Amendment to Agreement with Precision Civil Engineering Inc. attached hereto as Exhibit ‘A’ and incorporated by reference.
- SECTION 3. The City Manager or his designee is authorized to execute the Second Amendment.
- SECTION 4. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 9th day of August, 2023, and passed at said regular 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'

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF KERMAN AND
PRECISION CIVIL ENGINEERING INC. FOR ENTITLEMENT, LAND-USE
AND PLANNING SERVICES**

This Second Amendment to Agreement with Precisions Civil Engineering Inc. for Entitlement, Land Use, and Planning Services is entered between the City of Kerman, a California municipal corporation, (hereinafter referred to as “CITY”) and Precision Civil Engineering, Inc. (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 24, 2021, the City of Kerman (City) entered into an agreement with Precision Civil Engineering Inc. (Consultant) for entitlement, land use, and planning services; and

WHEREAS, a First Amendment to the Agreement was approved and is set to expire on June 30, 2024; and

WHEREAS, City has updated the Master Fee Schedule that went into effect on July 1, 2023; and

WHEREAS, City and Consultant desire to adjust compensation and term of the Agreement with amendments through June 30, 2025; and

WHEREAS, amendments to compensation rates will be effective on August 9, 2023, through June 30, 2025.

NOW, THEREFORE, the parties herby agree as follows:

1. Section 2 titled Term of Agreement is amended to read as follows:

Term of Agreement. This Agreement shall be effective from August 9, 2023 to June 30, 2025, subject to any earlier termination in accordance with this Agreement.

2. Section 3 titled Compensation is amended to read as follows:

Compensation. Effective August 9, 2023, CONSULTANT’S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be at the rate and schedules attached hereto as Exhibit ‘A – 1’, referred to “Second Amendment Fee Schedule”, which includes flat rate, cost recovery, and hourly charges. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

IN WITNESS HEREOF, the Parties have caused this Second Amendment to the Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY OF KERMAN
A municipal corporation

PRECISION CIVIL ENGINEERING,
INC.

John Jansons, City Manager
Date: _____, 2023



Edward D. Dunkel, President
Date: August 2, 2023

ATTEST:

Marci Reyes, City Clerk

Date: _____, 2023

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney

Date: _____, 2023

Exhibit 'A – 1'

SECOND AMENDMENT TO FEE SCHEDULE

Consultant to perform services on a flat fee, cost recovery, and hourly basis as described herein:

1| Entitlement/Planning Application Processing Services

PCE will analyze projects against the City's zoning ordinance and General Plan and prepare conditions of approval and a staff report.

Entitlement Application		Consultant Share
A	Annexation	\$ 5,000
B	General Plan Amendment	\$ 3,750
C	Conditional Use Permit	
	Minor (no new construction)	\$ 1,418
	Major (w/ new construction)	\$ 2,835
D	Administrative Use Permit	\$ 945
E	Site Plan Review	
	Residential / Non-Residential Minor	\$ 3,544
	Residential / Non-Residential Major	\$ 5,670
F	Tentative Subdivision Map + \$24 for each lot over 100	\$ 2,835
G	Tentative Parcel Map (4 lots or less)	\$ 1,134
H	Planned / Smart Development Plan Review	\$ 2,363
I	Rezone / Prezone	\$ 3,750
J	Ordinance Text Amendment	\$ 2,500
K	Variance	\$ 1,418
L	Density Bonus	\$ 1,418
CEQA Non-City Fee Based		
M	CEQA Categorical Exemption	\$ 800
N	Simple Initial Study / Negative Declaration (No technical studies req.)	\$ 6,000

2 | Cost Recovery

PCE will review and process multiple concurrent land use entitlements under a single project/development to be paid by the City when the applicant and/or property owner has consented to and entered into a cost recovery agreement with the City. PCE shall be reimbursed based on time spent on the project and bill according to the hourly rates identified in Section 5 of this contract.

3 | One-on-one staff training

- \$180/hour for Planning Manager or other level training.

4 | Group Training

- Planning 101, Entitlement Processing, CEQA, Subdivision Map Act, etc.: \$200/1-hour session for an unlimited number of attendees. PCE would not charge for preparing the PowerPoint presentation, but it would be tailored to the City of Kerman.

5 | General Planning Services

- General Services i.e. attend and represent City in meetings, in-person counter services, responding to Planning inquiries by phone or e-mail, etc.

Hourly Rates

- Assistant Planner: \$100/hour
- Associate Planner: \$115/hour
- Senior Associate Planner: \$125/hour
- Senior Planner: \$145/hour
- Planning Manager: \$180/hour
- Division Manager: \$200/hour

6 | Assistance with Preparing Planning forms, documents, policies, or written processes.

- \$160/hour or \$750 per form, document, or process, whichever is less.



STAFF REPORT

MEETING DATE: August 9, 2023

PRESENTER: Jesus R. Orozco, Community Development Director

SUBJECT: Second Amendment to Consultant Services Agreement with CSG Consultants, Inc. for Building and Safety Services (JRO)

RECOMMENDATION: Council by motion adopt a resolution approving Amendment No. 2 to the Agreement for Building and Safety Services with CSG Consultants, Inc.

EXECUTIVE SUMMARY:

On March 25, 2020, City Council approved a professional services agreement with CSG Consultants, Inc. (Consultant) to provide building and safety services including certified Building Official, Building Inspector, and Plan Review services for the City. On November 10, 2021, Council approved a first amendment to the agreement extending consultant services to June 30, 2023, including an adjustment to service rates.

DISCUSSION:

City staff has been satisfied with the services delivered by the Consultant under the current agreement. Staff is recommending approval of an amendment to the consultant services agreement with changes to the compensation and term of agreement necessary to meet the department’s needs.

This second amendment to the professional services agreement will take into account the Consultant’s market rate adjustments necessary to provide the City with uninterrupted building and safety services.

CSG staff works diligently in concurrence with City staff, City Engineer, Fire Marshal, and other County and State agencies to ensure public safety as it relates to construction activities within the City.

The services agreement will be subject to the terms listed below and as further defined in the Professional Service Agreement attached as Exhibit ‘A’ of Attachment ‘A’.

Term	Three years ending on June 30, 2026 or by 30 Day Notice by City
Base Fee	Fees to include an annual CPI increase beginning July 1 of 2024

ENVIRONMENTAL REVIEW:

The proposed action is not defined as a project under the California Environmental Quality Act (CEQA) Section 15378(b)(2) because this action involves continuing administrative activities.

FISCAL IMPACT:

Building and safety services are accounted in the annual City budget. Building and safety services are largely driven by construction and development activities, which generate revenues collect as part of permit fees.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING SECOND AMENDMENT TO CONSULTANT SERVICES AGREEMENT WITH CSG CONSULTANTS, INC. FOR BUILDING AND SAFETY SERVICES

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 25, 2020, the City of Kerman (City) entered into an agreement with CSG Consultants, Inc. (Consultant) for building and safety services; and

WHEREAS, a First Amendment to the Agreement was approved and expired on June 30, 2023, yet, funds were allocated in the FY 23/24 City budget to continue the services provided by Consultant; and

WHEREAS, City and Consultant desire to extend the term of the Agreement through June 30, 2026, and adopt new service rates.

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

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

SECTION 2. The Council approves the Second Amendment to Agreement with CSG Consultants Inc. attached hereto as Exhibit 'A' and incorporated by reference.

SECTION 3. The City Manager or his designee is authorized to execute the Second Amendment.

SECTION 4. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 9th day of August 2023, and passed at said regular 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'

**SECOND AMENDMENT TO AGREEMENT BETWEEN THE CITY OF KERMAN AND
CSG CONSULTANTS, INC. FOR BUILDING AND SAFETY SERVICES**

This Second Amendment to Agreement with CSG Consultants, Inc. for Building and Safety Services is entered between the City of Kerman, a California municipal corporation, (hereinafter referred to as “CITY”) and CSG Consultants, Inc. (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, the City of Kerman requires professional support services; and

WHEREAS, on March 25, 2020, the City of Kerman (City) entered into an agreement with CSG Consultants, Inc. (Consultant) for building and safety services; and

WHEREAS, a First Amendment to the Agreement was approved and expired on June 30, 2023, yet, funds were allocated in the FY 23/24 City budget to continue the services provided by Consultant; and

WHEREAS, City and Consultant desire to extend the term of the Agreement through June 30, 2026, and adopt new service rates.

NOW, THEREFORE, the parties hereby agree as follows:

1. Section 2 titled Term of Agreement is amended to read as follows:

Term of Agreement. This Agreement shall be effective from August 9, 2023 to June 30, 2026, subject to any earlier termination in accordance with this Agreement.

2. Section 3 titled Compensation is amended to read as follows:

Compensation. Effective August 9, 2023, CONSULTANT’S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be at the rate and schedules attached hereto as Exhibit ‘A – 1’, referred to “Second Amendment To Fee Schedule”, which includes flat rate, cost recovery, and hourly charges. Except as amended by this Second Amendment, all other terms and conditions of the Agreement shall remain in full force and effect.

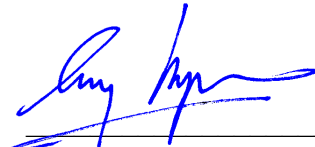
[Signatures On Separate Page]

IN WITNESS HEREOF, the Parties have caused this Second Amendment to the Agreement to be executed by their duly authorized representatives as of the Effective Date.

CITY OF KERMAN
A municipal corporation

CSG CONSULTANTS, INC.

John Jansons, City Manager
Date: _____, 2023



Cyrus Kianpour, President
Date: August 1, 2023

ATTEST:

Marci Reyes, City Clerk
Date: _____, 2023

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney
Date: _____, 2023

Exhibit 'A – 1'

SECOND AMENDMENT TO FEE SCHEDULE

City of Kerman
Building Services - Fee Amendment
Effective July 1, 2023

CSG's hourly rates for contract coming year are provided in the table below. These rates are for FY 23-24 and hourly rates are 4.5% increase from previous rates.

CSG's fee schedule which includes fees for personnel providing the proposed scope of work is provided in the table below. We will coordinate the pickup and return of all plans via CSG staff or licensed courier service. This service is provided at no additional cost. CSG will mail an invoice at the beginning of every month for services rendered during the previous month.

Year 2: Rates for FY 24-25 shall include an annual CPI regional adjustment to the rates below.

Year 3: Rates for FY 25-26 shall include an annual CPI regional adjustment to the FY 24-25 rates.

Review Type / Role	All Inclusive Fee Hourly Rate	
Full Plan Review Processing	75% of City's Building Plan Check Fees	
Structural Plan Review	50% of City's Building Plan Check Fees	
Expedited Plan Review	95% of City's Building Plan Check Fees	
Review Type / Role	Current Hourly Rates	FY 23-24 Hourly Rates
Review Engineer	\$142	\$148
Plan Review Examiner	\$125	\$131
Building Official	\$174	\$182
CASp Consultation	\$147	\$154
CASP Inspection*	\$147	\$154
Combination Building Inspector*	\$98	\$102
Certified Permit Technician	\$70	\$73
Overtime	1.5 X Hourly Rate	1.5 X Hourly Rate
Overtime – Holidays and Weekends	2.0 X Hourly Rate	2.0 X Hourly Rate

*A two- hour minimum will be charges for inspection services.

All hourly rates include overhead costs including, but not limited to, salaries, benefits, Workers Compensation Insurance, and office expenses. Should the scope of work change or circumstances develop which necessitate special handling, CSG will notify the City prior to proceeding. On July 1 of each year following the contract year, CSG will initiate a rate increase based on the change in CPI for the applicable region. CSG will invoice on a monthly basis for services rendered during the prior month. Unless otherwise agreed, payment terms are 30-days from receipt of invoice.



STAFF REPORT

MEETING DATE: August 9, 2023

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Approving Sale of Surplus Property (JA)

RECOMMENDATION: Council by motion adopt resolution approving the sale of surplus property.

EXECUTIVE SUMMARY:

The City's Policy and Procedure for Sale of Surplus Property ("Surplus Policy") was adopted on November 19, 2014, per Council Resolution No. 08-57.

City departments have reviewed their equipment, material and inventory, and compiled a list of surplus property, that is no longer in use. The surplus property includes equipment, material, and inventory from the Finance, Public Works, City Clerk's and Parks and Recreation Departments such as: Ink cartridges, filing cabinets, police vehicles, machines, desks, tables and chairs. A detailed list of the equipment sought to be sold as surplus is attached to the proposed resolution.

The sale of property will be in accordance with the following process set forth in the Surplus Policy as follows:

Surplus Property; Method of Disposition

D. Disposal: Surplus property may be offered for sale by the Purchasing Officer. All surplus property is for sale "as is" and "where is", with no warranty, guarantee, or representation of any kind, expressed or implied, as to the condition, utility or usability or the property offered for sale. Appropriate methods of sale are as follows:

1. Negotiated Sale: Value less than \$100.00 – Any surplus property with an estimated value of less than one hundred dollars (\$100.00) may be sold without any public bidding to any eligible party paying a fair price. Notice of such proposed sale shall be posted at City Hall listing the item and sale price for at least one week prior to such sale being approved by the City Council...

3. Sealed Bids: Value between \$100.01 and \$500.00 – Any surplus property with an estimated value of between one hundred dollars and .01/100ths (\$100.01) and five hundred dollars (\$500.00) shall be sold to the highest responsible bidder by sealed bids.

The method used for the property subject to sale as surplus will be negotiated sale and sealed bids.

Sale dates will be set and published according to the guidelines set forth in the Purchasing Policy.

If sale items do not receive bids or offers to purchase, the Purchasing Officer will proceed with the appropriate method of disposition listed as Donation in Section D. 5 of the Purchasing Policy.

FISCAL IMPACT:

Increase to General and Vehicle Funds.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING THE SALE OF SURPLUS PROPERTY**

WHEREAS, the City Council has adopted Resolution No. 08-57 approving a Policy and Procedure for Sale of Surplus Property ("Surplus Policy"); and

WHEREAS, the Surplus Policy provides that a sale of City-owned property will not be final until presented and approved by the City Council at a regular meeting; and

WHEREAS, the City Council has reviewed the Staff Report and the list of surplus items.

WHEREAS, if no potential purchases are made on items, the purchasing officer will proceed with the donation process according in Section D. 5 of the Policy

NOW, THEREFORE, the City Council of the City of Kerman does resolve as follows:

Section 1. The foregoing recitals are incorporated by reference.

Section 2. City Council approves the sale of surplus property as listed on Exhibit 'A' in accordance with the Surplus Policy.

Section 3. In the event no purchases are made, the Purchasing Officer is authorized to proceed with the donation process.

Section 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 9th day of August 2021, 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'

CITY OF KERMAN SURPLUS SALE LIST 2023

ITEM #	EQUIPMENT NUMBER	ITEM DESCRIPTION	YEAR	MAKE/MODEL	VIN/ID NUMBER	MILEAGE	CONDITION	QUANTITY	ESTIMATED PRICE
1		Pressure Washer - Gas Powered					Poor	1	\$20.00
2		Desk/Table - Brown					Fair	1	\$5.00
3		Chair - Blue/Green					Poor	8	\$1.00/ea
4		Office Chair - Purple					Poor	2	\$1.00/ea
5		Leather office Chair - Tan					Poor	2	\$1.00/ea
6		Bookcase - Brown					Fair	1	\$20.00
7		Leather Office Chair - Black					Pool	2	\$1.00/ea
8		Picture Frame					Fair	1	\$1.00
9		Filing Cart					Fair	1	\$1.00
10		Table Brown					Fair	1	\$5.00
11		Laser Printer		Canon Image Class MF644cdw			Poor	1	\$20.00
12		16 Channel PA System w/ Counter Microphones & Speakers					Good	1	\$200.00
13		Wood Podium					Fair	1	\$20.00
14		Overhead Projector					Fair	1	\$20.00
15		Popcorn Machine - Brown					Poor	1	\$10.00
16		Projection Plate for use with Overhead Projector					Fair	1	\$5.00
17		Portable Projection Screen		Dalite			Fair	2	\$5.00/ea
18		Desktop Speakers for Computer					Fair	2	\$5.00/ea
19		10X10 Pop-up Canopy					Fair	1	\$10.00
20		VCR		RCA			Fair	1	\$5.00
21		Bookshelf Stereo		Sony			Fair	1	\$5.00
22		Stage Mats - Rolls					Fair	5	\$10.00 / ea
23		Pool Table					Poor	2	\$95.00 / ea
24		Computer cart					Good	1	\$10.00
25		Small Bingo Cage					Fair	1	\$5.00
26		Double Cassette Player					Fair	1	\$10.00
27		File Cabinet					Good	1	\$10.00
28		PA & Speaker					Good	1	\$10.00
29		Green Chair					Good	1	\$5.00
30		Silver Speaker Stands					Good	2	10.00/set
31		Blue Racket					Good	1	\$5.00
32		Ink Cartridges Cyan		C9386AN			New	2	\$5.00
33		Ink Cartridges Cyan XL		C9391 AN			New	1	\$5.00
34		Ink Cartridges Yellow		C9388AN			New	1	\$5.00
35		Ink Cartridges Magenta		C9392AN			New	1	\$5.00
36		Ink Cartridges Magenta		C9387AN			New	2	\$5.00
37		Dymo LabelWriter 450					Unknown	1	\$5.00
38		Dymo LabelWriter 550					Unknown	1	\$5.00
39		Memorex DVD+R					New	77	\$10.00
40		Blank CD's					New	61	\$7.00
41		Box of different variety cables					Used/New	1	\$50.00
42		Ink Cartridge		CE413A			New	1	\$5.00
43		Ink Cartridge		CE411A			New	1	\$5.00
44		Space heater		C2550			Used	1	\$5.00
45		Cash Boxes					Used	3	\$10.00
46		3 hole paper punch					Used	3	\$10.00
47		Laptop bags					Used	2	\$10.00
48		Wired Keyboards					Used	4	\$5.00
49	1401	POLICE VEHICLE	2003	FORD CROWN VIC	2FAP71W23X190607	133210	POOR	1	\$500.00
50	1454	POLICE VEHICLE	2007	FORD CROWN VIC	2FAHP71W27X128123		POOR	1	\$500.00
51	1471	POLICE VEHICLE	2006	FORD CROWN VIC	2FAHP71V69X134629	106135	POOR	1	\$500.00
52	1479	POLICE VEHICLE	2011	FORD CROWN VIC	2FABP7BV68X124872	107028	POOR	1	\$500.00
53	1482	POLICE VEHICLE	2011	FORD CROWN VIC	2FABP7BV98X132058	110458	POOR	1	\$500.00
54	1484	POLICE VEHICLE	2011	FORD CROWN VIC	2FABP7BV98X138135	117344	POOR	1	\$500.00
55	1278	MOWER	N/A	TORO MOWER	74269/260000354	2597.6 HOURS	POOR	1	\$500.00
56	1276	MOWER	N/A	TORO MOWER	74251/240000478	N/A	POOR	1	\$500.00
57	1445	CRACK SEAL	2010	SPAULDING MFG INC	CSD-10-2202-017	953.2 HOURS	POOR	1	\$500.00
58	1235	SEWER MACHINE	1976	FMC SEWER MACHINE	8122841	1305.0 HOURS	POOR	1	\$500.00
59	1411	MUD VAC		DITCH WITCH MUD VAC	N/A	252.7 HOURS	POOR	1	\$500.00
60	1297	SWEEPER	1976	N/A	N/A	3017.5 HOURS	POOR	1	\$500.00
61	1342	LIGHT TOWER	N/A	I-R LIGHT TOWER GENERATOR	N/A	627.0 HOURS	GOOD	1	\$500.00
62	1404	SUV	2007	FORD ESCAPE	1FMYUD3147KB43328	92210	POOR	1	\$500.00
63	1412	UTILITY PICK-UP	1988	FORD F-SUPERDUTY	2FDLF47G66CB37584	169386	POOR	1	\$500.00
64	1257	DUMP TRUCK	1980	FORD DUMP TRUCK	F70HVD6681	152926	POOR	1	\$500.00
65	1341	MUD VAC AND SEWER TRUCK	1978	FORD 8000 VAC-ON	R80QVC8223	93173	POOR	1	\$500.00



STAFF REPORT

MEETING DATE: August 9, 2023

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Cloud Migration Software Agreement with Springbrook Holding Company, LLC (JA)

RECOMMENDATION: Council by motion adopt resolution approving a Cloud migration software agreement with Springbrook Holding Company, LLC in the amount of \$15,750 for implementation and an annual cost starting at \$22,900.84 with an annual increase of no more than 7% and authorize City Manager to sign the agreement.

EXECUTIVE SUMMARY:

The City of Kerman signed an agreement with Springbrook for software in 2014. With increases in technology, a Cloud version has been proposed by Springbrook Holding Company, LLC ("Springbrook") and staff recommends to migrate Springbrook software to the Cloud.

Staff has provided all documentation to our IT department for review and IT has determined that Springbrook is hosted by Microsoft Azure, which is "a great platform" per IT's recommendations.

Staff would not lose products or services with the upgrade, but would add increase services including a Code Compliance module and ability to accept online payment for building permits and business licenses. Implementation would not affect any processes; Springbrook would be accessed via an internet connection with user credentials and other processes would be streamlined. With the Cloud migration, the City would reduce costs by not running a data center with onsite servers, data security would be increased due to the Cloud being safer than storing on onsite servers and there is no need for a backup plan because everything would be stored on the Cloud.

Code Compliance is currently keeping records on an Excel file, but implementing the module in Springbrook would streamline processes and would make record keeping and tracking more feasible. Other modules would improve if Springbrook is moved to the Cloud are Human Resources and Payroll. Processing, updating, correcting and approving timecards would be simpler and would improve and expedite this process.

If Council adopts the resolution, the City would go into an annual renewal process with a 5% increase cap, year over year. Once we are on an annual renewal process, the Master Service Agreement will govern all aspects of the renewal process.

FISCAL IMPACT:

This upgrade has been included in the 2023/2024 budget for a total fixed/implementation cost of \$15,750 and annual subscription cost of \$22,900.84.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING CLOUD
MIGRATION SOFTWARE AGREEMENT WITH SPRINGBROOK HOLDING COMPANY, LLC IN THE
AMOUNT OF \$15,750 FOR IMPLEMENTATION AND AN ANNUAL COST STARTING AT
\$22,900.84 WITH AN ANNUAL INCREASE OF NO MORE THAN 7% AND AUTHORIZING THE CITY
MANAGER TO EXECUTE THE AGREEMENT**

WHEREAS, the City of Kerman signed an agreement with Springbrook.in 2014 for software services; and

WHEREAS, Springbrook Holding Company, LLC has proposed for the City of Kerman to migrate to the Cloud; and

WHEREAS, Unity IT, the City’s information technology consultant, has determined that Springbrook is hosted by Microsoft Azure which per Unity IT’s recommendation is a “great platform”; and

WHEREAS, the City desires to migrate Springbrook Holding Company, LLC software to the Cloud.

NOW, THEREFORE, the City Council of the City of Kerman does resolve as follows:

1. The foregoing recitals are true and correct.
2. The City Council hereby approves the Cloud Migration Agreement with Springbrook Holding Company, LLC in the amount of \$15,750 for implementation and an annual cost starting at \$22,900.84 with an annual increase of no more than 7% attached as Exhibit ‘A’ to this resolution and authorizes the City Manager to execute same.
3. This resolution shall be effective immediately.

The foregoing resolution was approved by the City Council to the City of Kerman at a regular meeting held on the 9th day of August 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

Order Form: Q-11492-1
Date: 1/27/2023, 8:07 AM
Expires On: 4/27/2023

Phone: (866) 777-0069
Email: info@sprbrk.com

**Ship To:**

Josefina Alvarez
 City of Kerman, CA
 850 S. Madera Ave
 Kerman, California 93630
 jalvarez@cityofkerman.org

Bill To:

Josefina Alvarez
 City of Kerman, CA
 850 S. Madera Ave
 Kerman, California 93630
 jalvarez@cityofkerman.org

Account Manager	E-mail	Phone Number	Payment Terms
Gary Kaber	gary.kaber@sprbrk.com	520-820-6167	Net 30

Annual Product Pricing

PRODUCT	RATE	QTY	DISC (%)	NET PRICE
Utility Billing Subscription	USD 13,700.00	1	80.810	USD 2,628.98
Accounts Receivable Subscription	USD 3,800.00	1	72.308	USD 1,052.29
Building Permits Subscription	USD 4,300.00	1	75.528	USD 1,052.29
Fixed Assets Subscription	USD 4,300.00	1	75.528	USD 1,052.29
Licenses and Permits Subscription	USD 4,300.00	1	75.528	USD 1,052.29
Project Management Subscription	USD 4,500.00	1	69.593	USD 1,368.31
Purchase Orders Subscription	USD 4,250.00	1	80.225	USD 840.43
Finance Suite Subscription	USD 12,900.00	1	58.729	USD 5,323.92
Employee Self Services Subscription	USD 2,200.00	1	28.333	USD 1,576.68
Human Resources Management Subscription	USD 4,950.00	1	68.148	USD 1,576.68
Payroll Subscription	USD 7,150.00	1	77.949	USD 1,576.68
Code and Contact Management Subscription	USD 3,800.00	1	0.000	USD 3,800.00
Annual Product Pricing Total:				USD 22,900.84

Estimated Professional Services

PRODUCT	DESCRIPTION	LIST PRICE	NET PRICE	QTY	DISC %	NET PRICE
Standard Professional Services	Standard Professional Services	USD 189.00	USD 189.00	15	0.000	USD 2,835.00
Estimated Professional Services Total:						USD 2,835.00

Fixed Fee Professional Services*Section 5, Item I.*

PRODUCT	DESCRIPTION	RATE	QTY	DISC %	NET PRICE
Fixed Fee Professional Services	Fixed Fee Professional Services	USD 15,750.00	1	0.000	USD 15,750.00
Fixed Fee Professional Services Total:					USD 15,750.00

Grand Total: USD 41,485.84

* excludes applicable sales tax

Order Details

Section 5, Item I.

Customer Name: City of Kerman, CA

Customer Contact: Josefina Alvarez

Governing Agreement(s): This Order Form is governed by the applicable terms found at:
MSA: <https://sprbrk.app.box.com/v/sprbrk-saas-terms>
MLA: <https://sprbrk.app.box.com/v/sprbrk-onpremise-terms>
Professional Services: <https://sprbrk.app.box.com/v/sprbrk-svcs-terms>

Term(s): 3 Years

Order Terms

In the event of an inconsistency between this Order Form, any governing agreement, purchase order, or invoice, the Order Form shall govern as it pertains to this transaction.

- This Order Form shall become effective as of the last date of signature (the "Effective Date").
- Order Start Date: Software Licenses, Subscriptions, Maintenance, and Hosting commence upon the earlier of a) date of delivery* or log-in to hosted software to Customer; or b) 60 days after Order Form Effective Date.
- Subscriptions, Maintenance, Hosting, and Support ("Recurring Services") continue from the Order Start Date through the term listed in this Order Form (or if not listed, one (1) year).
- Orders for Recurring Services auto-renew unless the Customer or Springbrook provides a written notice of non-renewal at least sixty (60) days before the end of the Order Term.
- Subscription Service fees and any Recurring Services will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase").
- Any Software Licenses or Hardware are one-time non-refundable purchases.
- CivicPay Online Subscription fee and CivicPay IVR Subscription fee are subject to increase at per account rate, based on actual accounts.
- CivicPay IVR Message Block Subscriptions expire upon the earlier exhaustion of the Message Block or twelve (12) months from the Order Start Date. Upon expiration, Message Blocks automatically renew.

** The date of delivery of software to the Customer is the date the software is made available to the Customer, either by delivery of software or delivery of first log-in to a hosted environment, which may be either a test or production environment. This date of delivery is frequently earlier than the dates professional services are completed, the Customer completes user acceptance testing, the Customer distributes additional logins to end-users, and the Customer go-live in a production environment.*

Invoice Timing and Delivery

Invoices are delivered electronically via e-mail to the billing contact on file for the Customer. Customer invoices are issued for the full amount of software and services purchased as follows:

Products Ordered	Invoice Timing
Estimated Professional Services, On-Site Professional Services, and Travel Expenses*:	Monthly, in arrears for services in the prior month unless specified in Special Terms.
Fixed Fee Professional Services:	The Effective Date of this Order Form unless specified in Special Terms.
Print Services and Transaction Fees:	Monthly, in arrears for transactions in the prior month.
Hardware and One-Time Licenses:	Upon the Effective Date of this Order Form.
Software Licenses, Subscriptions, Maintenance, and Hosting (New):	Annually in advance upon Order Start Date.
Software Licenses, Subscriptions, Maintenance, and Hosting (Renewal):	Sixty (60) days in advance of the Order Start Date.
Software Subscriptions, Maintenance, and Hosting (Add-Ons):	Upon delivery of the product, order will be pro-rated to sync with the existing anniversary billing date and will renew annually thereafter.
Software Subscriptions (Migrations):	Upon delivery of the product, order will be synced with the existing anniversary billing date and will renew annually thereafter unless specified in the Special Order Terms. This order replaces and supersedes any previously executed order as it relates to the products listed within this order. Upon delivery of new product, customer will receive a prorated credit for any prepaid, unused maintenance fees that will be applied to the customer's first invoice.

** Professional Services pricing is based on expected hours using Springbrook's standard implementation methodology. Actual hours and billings may vary from this estimate. Please note that only when project costs exceed \$5,000 of this estimate, a signed change order will be required to continue work. Changes under \$5,000 will continue to be delivered and billed accordingly. On-site Professional Services will be subject to a daily minimum rate irrespective of hours on-site. All travel costs associated with on-site travel will be billed as incurred.*

Special Order Terms

Special Order Terms (if any):
All CivicPay products to remain per existing order and terms.
Customer to maintain existing anniversary date.

By signing, both parties agree to the terms and conditions set forth in this agreement.

* If the Customer requires a PO number on invoices, the Customer must provide Springbrook with the PO number and a copy of the PO prior to invoice issuance. If a PO number is not provided prior to the invoice issuance date, invoices issued on this Order Form will be valid without a PO reference.

Springbrook Holding Company, LLC

Kerman, CA - City of

Signature: _____

Signature: _____

Name (Print): _____

Name (Print): _____

Title: _____

Title: _____

Date: _____

Date: _____

Purchase Order # (if required) _____

Springbrook v7 to Cloud Migration Statement of Work

Following is a description of the project scope for a v7 premise upgrade of Springbrook Software to Springbrook's Enterprise Cloud solution. Any work or deliverables not explicitly stated below should be considered out of scope for the purposes of this agreement.

The process for migrating from a v7 premise installation of Springbrook to Springbrook's Enterprise Cloud solution consists of the following major phases:

1. **Performing a test migration.** During this phase, Springbrook staff will work directly with your IT or other staff to get a current copy of the existing Springbrook database and complete an initial conversion/upgrade of the database and load it to your Cloud database for review. Only one (1) conversion/test migration will be performed as part of this project.*
2. **Complete configuration of Springbrook Cloud.** During this phase, a Springbrook Professional Services Consultant will work with staff to complete configuration of the Cloud system, including configuring imports, exports, and check/bill prints to ensure the Cloud system works similarly to the existing premise version. Any request to change functionality from how things work in the premise version are generally considered out of scope for the purposes of this project – this includes, but is not limited to, setting up new users or modifying permission for existing users, configuring additional imports/exports for new banks, third-party bill printers, third-party AMI providers, changing the formats of existing check prints, etc.*
3. **Complete enhancement overview session.** During this phase, a Springbrook Professional Services Consultant will provide one (1) overview session to your key staff of differences between Springbrook Cloud and your current v7 software. The focus of this single session is generally on understanding the differences between the two versions and does not include training/re-training in the software.*
4. **Perform final data migration.** During this phase, we'll repeat the test migration, but this will be the last and final data migration to the Springbrook Cloud solution. Once Springbrook staff have obtained a copy of the current v7 database, staff will be unable to use the local version of Springbrook until the Cloud solution is live. In most cases, this downtime will span 2-3 business days (with the potential to extend up to 5 business days). Read-only access to the local v7 version of Springbrook will be available while the final Cloud migration is performed. Please note that integrated systems that rely on Springbrook data, including our CivicPay and Employee Self Service systems, will be unavailable during the final migration as well.
5. **Go live with Springbrook Cloud.** Once the final data migration has occurred and the Cloud system has been verified by Springbrook staff, it will be made available to your staff to begin live processing. A Springbrook Professional Services consultant will be available during the first week to field phone calls and emails regarding questions or issues discovered. Following the first week of go live, additional assistance with using Springbrook Cloud should be directed to Springbrook Technical Support resources.*

*If additional services are requested, a separate agreement will be required to govern the terms and cost for that additional out of scope work.

SPRINGBROOK MASTER SERVICES AGREEMENT – SOFTWARE AS A SERVICE

This Springbrook Master Services Agreement (this “**Agreement**”) is entered into by and between Springbrook Holding Company, LLC, a Delaware corporation and affiliates with a principal place of business at 1000 SW Broadway, Suite 1900 Portland, Oregon 97205, (“**Springbrook**”) and Customer identified on the Order (“**Customer**”), together referred to as the “**Parties**” and each individually as a “**Party**.” Specific services terms, product details, and any applicable license and/or subscription terms will be set forth in applicable Order(s) which shall become binding on the parties and subject to this Agreement.

Purchase or use of the Subscription Service (defined below) is subject to this Agreement. If Customer is entering into this Agreement on behalf of a company, organization or another legal entity (an “**Entity**”), Customer is agreeing to this Agreement for that Entity and representing to Springbrook that it has the authority to bind such Entity to this Agreement.

1. DEFINITIONS

- 1.1 “**Authorized User**” means one individual natural person, authorized by Customer to use the Subscription Service and for whom Customer has purchased a subscription to the Subscription Service. Authorized Users may include but are not limited to Customer’s employees, contractors and agents. Each Authorized User will be associated with a single, unique email address for purposes of accessing (and being identified within) the Subscription Service.
- 1.2 “**Customer Data**” means any and all content, eDocuments, materials, data and information that Customer or its Authorized Users, or other end users enter into the Subscription Services including but not limited to, personal information, information exchanged between Customer and Authorized User or Authorized User and a third party using the Subscription Services, information used to identify account names or numbers, routing information, usernames, passwords, access codes and prompts.
- 1.3 “**Customer**” means the entity that purchases a subscription to the Subscription Service, directly from Springbrook or through an authorized reseller, distributor, or other channel partner of Springbrook.
- 1.4 “**Intellectual Property Rights**” means patent rights (including, without limitation, patent applications and disclosures), copyrights, trade secrets, know-how, and any other intellectual property rights recognized in any country or jurisdiction in the world.
- 1.5 “**Online Payments Schedule**” means service-specific terms and conditions applicable to the Springbrook Online Payments software, attached hereto as Exhibit C.
- 1.6 “**Open Source Software**” or “**OSS**” means software components that are licensed under a license approved by the Open Source Initiative or similar open source or freeware license and may be embedded in the delivered Software.
- 1.7 “**Optional Subscription Services**” mean the optional add-ons to the Subscription Service that may be available for purchase either directly from Springbrook or through an authorized reseller or partner of Springbrook, as more particularly described or identified in the applicable Order.
- 1.8 “**Order Form**” means written orders to purchase subscriptions and to use the Subscription Service (or, where applicable, to purchase Optional Subscription Services).
- 1.9 “**Order Term(s)**” means the Term(s) specified on the Order Form.
- 1.10 “**Services**” means the Software and services identified in a corresponding Order Form that are provided by Springbrook.
- 1.11 “**Software**” means the Springbrook proprietary software, in object code format, including documentation, updates, patch releases, and upgrades with respect thereto, Springbrook makes available for download or otherwise provides for use with the Subscription Service, but excludes any OSS and other third-party software.
- 1.12 “**Specifications**” means the online specifications for the Subscription Service, as made available by Springbrook at <https://sprbrk.box.com/v/sprbrk-software-specs> (which URL location and content may be updated from time to time by Springbrook).
- 1.13 “**Subscription Period(s)**” means the duration of Customers and Authorized User’s active, paid access to the Subscription Service, as designated in the Order Form(s).

- 1.14 **“Subscription Service(s)”** means the cloud-based Software for which Customer has obtained a subscription either directly from Springbrook or through an authorized reseller or other partner of Springbrook, as more particularly described in the applicable agreement or order under which such subscription was obtained. If and as designated in the Specifications, the Subscription Service may be inclusive of application programming interfaces (“APIs”) developed by Springbrook to enable interaction and integration with the Subscription Service. Unless otherwise specified herein or other applicable contractual terms, all references to “Subscription Service(s)” will be deemed to include Optional Subscription Services that are Springbrook Software or other Springbrook proprietary products.
- 1.15 **“Supported Modification”** means a configuration of or modification to the Subscription Service requested by Customer that can be consistently supported by Springbrook via APIs, does not require direct database changes and is capable of being tested and maintained by Springbrook.
- 1.16 **“Third Party Services”** means products, services, technology and methods other than Springbrook proprietary Software and Services.

2. USAGE AND ACCESS RIGHTS

- 2.1. **Right to Access.** Springbrook hereby grants to Customer a limited, non-exclusive, non-transferrable right to (a) access and use the Software and (b) implement, configure and permit its Authorized Users to access and use the Software during the Subscription Period, solely for it and its affiliates’ internal business purposes, and in accordance with the Specifications. Customer may purchase the Services by submitting Order Form. No Order Form will be deemed accepted by Springbrook unless and until Springbrook accepts such Order Form in writing. Upon Order acceptance and subject to Customer’s payment of the corresponding Services fees, Springbrook will make the Services available to Customer. Any terms and conditions contained in any quote, invoice, purchase order or Order Form that are inconsistent with the terms and conditions of this Agreement will be deemed stricken, unless expressly agreed to in writing by Springbrook with explicit reference to the accepted terms and conditions. Upon acceptance of an Order Form, it will become part of this Agreement. Customer will ensure that all its Authorized Users using the Subscription Services under its Account comply with all of Customer’s obligations under this Agreement, and Customer is responsible for their acts and omissions relating to the Agreement as though they were those of Customer. Customer acknowledges and agrees the use of the Subscription Services may require Customer to enter into separate licenses with entities other than Springbrook for Third Party Services.
- 2.2. **Restrictions on Use.** Customer shall not, and shall not permit others to, do the following with respect to the Subscription Services:
- 2.2.1. make the Subscription Service available to anyone other than Authorized Users;
 - 2.2.2. use the Subscription Services, or allow access to it, in a manner that circumvents contractual usage restrictions or that exceeds Customer’s authorized use or usage metrics as set forth in this Agreement, including the applicable Order Form;
 - 2.2.3. license, sub-license, sell re-sell, rent, lease, transfer, distribute or time share or otherwise make any portion of the Subscription Services available for access by third parties except as otherwise expressly provided in this Agreement or the express permission of Springbrook;
 - 2.2.4. use the Subscription Service in a way that (i) violates or infringes upon the rights of a third party, including those pertaining to: contract, intellectual property, privacy, or publicity; or (ii) effects or facilitates the storage or transmission of libelous, tortious, or otherwise unlawful material including, but not limited to, material that is harassing, threatening, or obscene;
 - 2.2.5. access or use the Subscription Services (inclusive of any APIs) for the purpose of developing or operating products or services intended to be offered to third parties in competition with the Subscription Services or allow access by a direct competitor of Subscription Services;
 - 2.2.6. obtain intellectual property rights to the use of any component of the Subscription Services (inclusive of APIs);
 - 2.2.7. create derivative works based on the Subscription Service;
 - 2.2.8. reverse engineer, decompile, disassemble, copy, or otherwise attempt to derive source code or other trade secrets from or about any of the Subscription Services or technologies, other than copying or framing on Customer’s own intranets or otherwise for Customer’s internal business

- purposes in accordance with Springbrook's applicable documentation;
- 2.2.9. interfere with or disrupt the integrity, operation, or performance of the Subscription Services or interfere with the use or enjoyment of it by others by, among other things, using it to create, use, send, store, or run viruses or other harmful computer code, files, scripts, agents, or other programs or circumvent or disclose the user authentication or security of the Subscription Services or any host, network, or account related thereto or use any aspect of the Subscription Service components other than those specifically identified in an Order Form, even if technically possible. Springbrook assumes no responsibility for any fraudulent or unauthorized use of the Software or any portion of the Subscription Services;
- 2.2.10. use or allow the use of, the Subscription Services by anyone located in, under the control of, or that is a national or resident of a U.S. embargoed country or territory or by a prohibited end user under Export Control Laws (as defined in Section 11.3).
- 2.3 Data Usage and Storage. The Subscription Service is provided with a limit of five hundred gigabytes (500GB) of data storage for all cloud environments. Additional storage can be purchased from Springbrook by Customer in blocks of five hundred megabytes (500MB), with a price of one thousand dollars (\$1,000) per year. If the Subscription Service is nearing its expiration date or is otherwise terminated, Springbrook will initiate its data retention processes, including the deletion of Customer Data from systems directly controlled by Springbrook. Springbrook's Data Storage Policy can be accessed at <https://sprbrk.box.com/v/sprbrk-data-storage-policy> (which URL location and content may be updated from time to time by Springbrook).
- 2.4 Springbrook's Responsibilities. Springbrook will: (i) make the Subscription Services available to Customer pursuant to this Agreement and any applicable Order Forms; (ii) provide to Customer support related to the Subscription Service in accordance with the Springbrook Support Terms accessible at <https://sprbrk.box.com/v/sprbrk-saas-support-policy> (which URL location and content may be updated from time to time by Springbrook); (iii) provide the Subscription Service only in accordance with applicable laws and government regulations; and (iv) will maintain a current PCI-DSS Attestation of Compliance ("AOC") which shall be available upon request to Customer once per year.
- 2.5 Customer's Responsibilities. Customer will (i) be responsible for meeting Springbrook's applicable minimum system requirements accessible at <https://sprbrk.box.com/v/sprbrk-minimum-requirements> (which URL location and content may be updated from time to time by Springbrook) for use of the Subscription Service; (ii) be responsible for Authorized Users' compliance with this Agreement and for any other activity (whether or not authorized by Customer) occurring under Customer's account, (iii) be solely responsible for the accuracy, quality, integrity and legality of Customer Data, (iv) use commercially reasonable efforts to prevent unauthorized access to or use of the Subscription Service under its account, and notify Springbrook promptly of any such unauthorized access or use, and (v) use the Subscription Service only in accordance with the applicable documentation, laws and government regulations, and any written instructions provided by Springbrook to Customer.

3. PAYMENT TERMS.

- 3.1. Invoicing and Payment. Springbrook will invoice Customer in advance for the Subscription Service and is payable net thirty (30) days of the invoice date. Subscription Service fees will be due thirty (30) days in advance of the first day of each Subscription period to which the payment relates. Subscription Service fees will be due no later than the first day of each Subscription Period to which the payment relates. If Customer orders additional Authorized User quantities part-way through an existing Subscription Period, and the initial Subscription Period for the additional quantity is adjusted as described herein, then the Subscription Service fee for such additional quantity will be pro-rated accordingly. Optional Subscription Services will be due at the same time as payment for the corresponding Subscription Service, or (if applicable) as otherwise specified in the applicable Order Form or governing terms. Subscription Service fees and any other recurring fees will be subject to an automatic annual increase by not more than seven percent (7%) of the prior year's Subscription Service fees ("Standard Annual Price Increase"). Customer is responsible for keeping Springbrook accurately and fully informed of Customer's billing and contact information, including providing any purchase order numbers in advance of invoice issuance. Upon

execution by Customer and Springbrook, each Order Form and/or SOW is non-cancellable and non-refundable except as provided in this Agreement.

- 3.2. Overdue Charges. If any fees owed are not received from Customer by the due date, then without limiting Springbrook's rights or remedies, those charges will accrue late interest at the rate of one and a half percent (1.5%) of the outstanding balance per month, or the maximum rate permitted by law, whichever is lower.
- 3.3. No Requirement for Purchase Order. Customer acknowledges that a purchase order is not required and is for administrative convenience only, and that Springbrook has the right to issue an invoice and collect payment without a corresponding purchase order. Provided, however, that if a Customer's procurement procedure requires a purchase order number on a pertinent Order Form or SOW, the purchase order is required to be provided to Springbrook. If the Customer issues a purchase order, then it shall be for the full amount set forth in the applicable Order Form or SOW, and Springbrook hereby rejects any additional or conflicting terms appearing in a purchase order or any other ordering materials submitted by Customer.
- 3.4. Suspension of Service and Acceleration. If any amount owing by Customer under this Agreement for any of the Subscription Services is thirty (30) or more days overdue, Springbrook may, without limiting Springbrook's other rights and remedies, accelerate Customer's unpaid fee obligations under this Agreement (including any Order Form or SOW) so that all such obligations become immediately due and payable and suspend any use of the Subscription Service until such amounts are paid in full. Moreover, if any amount owing by Customer under this Agreement for any Subscription Services is ninety (90) days delinquent, Springbrook may, in its sole discretion, temporarily cease providing Customer Subscription Services and/or any pertinent support until past due amounts are paid in full.
- 3.5. Taxes. Subscription Services fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added, sales, use or withholding taxes, assessable by any local, state, provincial, federal or foreign jurisdiction (collectively, "**Taxes**"). Customer is responsible for paying all Taxes. If Springbrook has the legal obligation to pay or collect Taxes for which Customer is responsible under this paragraph, the appropriate amount will be invoiced to and paid by Customer, unless Customer provides Springbrook with a valid tax exemption certificate authorized by the appropriate taxing authority prior to invoice issuance. For clarity, Springbrook is solely responsible for taxes assessable against it based on Springbrook's income, property and employees.

4. CONFIDENTIALITY

- 4.1. Definition. As used herein, "**Confidential Information**" means all confidential information disclosed by a party ("**Disclosing Party**") to the other party ("**Receiving Party**"), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. However, Confidential Information will not include any information that
 - (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party,
 - (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party, (iii) is received from a third party without breach of any obligation owed to the Disclosing Party, or (iv) was independently developed by the Receiving Party.
- 4.2. Protection. Except as otherwise permitted in writing by the Disclosing Party and subject to the other terms of this Agreement (including Springbrook's Privacy Policy, accessible at <https://sprbrk.box.com/v/sprbrk-privacy-policy>, which URL and its content may be updated from time to time by Springbrook), (i) the Receiving Party will use the same degree of care that it uses to protect the confidentiality of its own confidential information of like kind (but in no event less than reasonable care) not to disclose or use any Confidential Information of the Disclosing Party for any purpose outside the scope of this Agreement, and (ii) the Receiving Party will limit access to Confidential Information of the Disclosing Party to those of its employees, contractors and agents who need such access for purposes consistent with this Agreement and who are legally bound to protect such Confidential Information consistent with this Agreement.
- 4.3. Compelled Disclosure. The Receiving Party may disclose Confidential Information of the Disclosing Party

if it is compelled by law to do so, provided the Receiving Party gives the Disclosing Party prior notice of such compelled disclosure (to the extent legally permitted) and reasonable assistance, at the Disclosing Party's cost, if the Disclosing Party wishes to contest, limit, or protect the disclosure.

5. OWNERSHIP

- 5.1. Subscription Services. Subject to the limited rights expressly granted hereunder, Springbrook reserves all rights, title and interest in and to the Subscription Service and any associated Software and documentation, including all related technology and Intellectual Property Rights, and no other license or ownership may be inferred to Customer or any third party. Springbrook reserves all rights not granted herein.
- 5.2. Customer Data. Customer reserves all its rights, title and interest in and to the Customer Data. No rights are granted to Springbrook hereunder with respect to the Customer Data, except that Springbrook may (i) store, copy, process, and transmit such Customer Data for purposes of providing the Subscription Service to Customer and (ii) otherwise utilize Customer Data if and as permitted by the Springbrook Privacy Policy.
- 5.3. Third Party Services. Customer may choose to obtain Third Party Services for use with the Springbrook Software and Services either directly through the third party providing the Third Party Services or indirectly through Springbrook where Springbrook acts as a reseller of the Third Party Services. Third Party Services may require Customer to enter into a license or other agreement with such third party for use of the Third Party Services. Customer is solely responsible for obtaining any such license or other agreement for the Third Party Services. CUSTOMER EXPRESSLY ACKNOWLEDGES AND AGREES THAT THIRD-PARTY SERVICES ARE PROVIDED PURSUANT TO THE TERMS OF THE APPLICABLE THIRD-PARTY LICENSE OR SEPARATE AGREEMENT (IF ANY) BETWEEN THE LICENSOR OF THE THIRD-PARTY SERVICES AND CUSTOMER, CUSTOMER MAY ONLY SEEK REDRESS FOR USE OF THE THIRD-PARTY SERVICES FROM THE THIRD PARTY PROVIDING THE THIRD-PARTY SERVICES, AND SPRINGBROOK ASSUMES NO RESPONSIBILITY FOR, AND SPECIFICALLY DISCLAIMS ANY LIABILITY OR OBLIGATION WITH RESPECT TO, ANY THIRD-PARTY SERVICE.
- 5.4. Feedback. Customer grants Springbrook a royalty-free, worldwide, transferable, sub-licensable, irrevocable, perpetual license to use or incorporate into the Subscription Service (or Springbrook's other software or services) any suggestions, enhancement requests, recommendations, or other feedback provided by Customer or Authorized Users relating to the operation or features of the Subscription Service.

6. WARRANTIES AND DISCLAIMERS

- 6.1. Specifications. Subject to the limitations set forth below, Springbrook warrants that, during the Subscription Period, the Subscription Service will operate in all material respects in accordance with the Specifications. As Customer's sole and exclusive remedy and Springbrook's entire liability for any breach of the foregoing warranty, Springbrook will use commercially reasonable efforts to modify the Subscription Service so that it conforms to foregoing warranty.
- 6.2. Subscription Service Level Commitment. During the Subscription Period, Springbrook further warrants that the Subscription Service will meet the performance level specified in Exhibit A, which sets forth Customer's sole and exclusive remedy for Springbrook's failure to achieve the stated Subscription Service performance level.
- 6.3. Mutual Warranties. Each party represents and warrants that: (a) this Agreement has been duly executed and delivered and constitutes a valid and binding agreement enforceable against it in accordance with the terms of the Agreement; and (b) no authorization or approval from any third party is required in connection with its execution, delivery, or performance of this Agreement.
- 6.4. Disclaimers. EXCEPT AS EXPRESSLY PROVIDED HEREIN, SPRINGBROOK DOES NOT MAKE ANY WARRANTIES OF ANY KIND, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, AND SPRINGBROOK SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES, INCLUDING ANY WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT OR FITNESS FOR A PARTICULAR PURPOSE, OR ANY WARRANTIES ARISING OUT OF THE COURSE OF DEALING OR USAGE OF TRADE, TO THE MAXIMUM EXTENT

PERMITTED BY APPLICABLE LAW. Springbrook will not be responsible to the extent failure of the Subscription Service to operate as warranted is caused by or results from: (i) any modification to the Subscription Service other than a Supported Modification; (ii) combination, operation or use of the Subscription Service with Customer's or Third Party Services, software or systems; (iii) abuse, willful misconduct or negligence by anyone other than Springbrook or Springbrook's designee; (iv) use of the Subscription Service other than in accordance with the terms of this Agreement and/or the applicable Specifications and Springbrook documentation or (v) any of the SLC Exclusions (as defined in the Subscription Service Level Commitment).

7. MUTUAL INDEMNIFICATION

- 7.1. Indemnification by Customer. Customer will defend (or settle), indemnify and hold harmless Springbrook, its officers, directors, employees and subcontractors, from and against any liabilities, losses, damages and expenses, including court costs and reasonable attorneys' fees, arising out of or in connection with any third-party claim that: (i) a third party has suffered injury, damage or loss resulting from Customer's or any Authorized User's use of the Subscription Service (other than any claim for which Springbrook is responsible under Section 8) in violation of this Agreement, applicable law, or the Specifications or (ii) the nature and content of all Customer Data processed by Subscription Services.
- 7.2. Indemnification by Springbrook. Springbrook will defend (or at Springbrook's option, settle) any third-party claim, suit or action brought against Customer to the extent that it is based upon a claim that the Subscription Service, as furnished by Springbrook hereunder, infringes or misappropriates the Intellectual Property Rights of any third-party, and will pay any costs, damages and reasonable attorneys' fees attributable to such claim that are awarded against Customer. Springbrook will have no liability under this Section 7.2 to the extent that any third-party claims described herein are based on (i) any combination of the Subscription Service with Third Party Services or products, services, methods, or other elements not proprietary to Springbrook; (ii) any use of the Subscription Service in a manner that violates this Agreement or the instructions given to Customer by Springbrook; (iii) any use of the Subscription Services in a manner that it was not intended (iv) Customer's failure to incorporate updates or upgrades that would have avoided the alleged infringement; (v) Customer's breach of this Agreement; and/or Customer's revisions of Subscription Services made without Springbrook's written consent.

THIS SECTION 7.2 STATES THE ENTIRE OBLIGATION OF SPRINGBROOK AND ITS LICENSORS WITH RESPECT TO ANY ALLEGED OR ACTUAL INFRINGEMENT OR MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS BY THE SERVICE.

- 7.3. Indemnification Requirements. In connection with any claim for indemnification under this Section 7, the indemnified party as a condition to receive indemnity from the indemnifying party, must: (a) provide the indemnifying party prompt written notice of such claim; (b) reasonably cooperate with the indemnifying party, at indemnified party's expense, in defense and settlement of such claim; and (c) give sole authority to the indemnifying party to defend or settle such claim.
- 7.4. Mitigation Measures. In the event that (i) any claim or potential claim covered by Section 7.2 arises or (ii) Springbrook's right to provide the Subscription Service is enjoined or in Springbrook's reasonable opinion is likely to be enjoined, Springbrook may, in its discretion, seek to mitigate the impact of such claim or injunction by obtaining the right to continue providing the Subscription Service, by replacing or modifying the Subscription Service to make it non-infringing, and/or by suspending or terminating Customer's use of the Subscription Service with reasonable notice to Customer. In the case of a suspension or termination pursuant to this Section 7.4, Springbrook will refund to Customer a portion of fees prepaid by Customer for the then-current Subscription period, prorated to the portion of that Subscription period that is affected by the suspension or termination).

8. **LIMITATIONS OF LIABILITY.** EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS); (ii) EITHER PARTY'S BREACH OF SECTION 5 (CONFIDENTIALITY); OR (iii) EACH PARTY'S INDEMNIFICATION OBLIGATIONS UNDER SECTION 8, NEITHER PARTY'S AGGREGATE LIABILITY FOR DAMAGES ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE

SERVICE, WHETHER IN CONTRACT, TORT OR UNDER ANY OTHER THEORY OF LIABILITY, EXCEED THE TOTAL AMOUNT PAID BY CUSTOMER HEREUNDER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE INCIDENT.

Exclusion of Damages. EXCEPT FOR LIABILITY ARISING OUT OF (i) CUSTOMER'S BREACH OF SECTION 2.2 (RESTRICTIONS) OR (ii) EITHER PARTY'S BREACH OF ITS INDEMNIFICATION OBLIGATIONS UNDER SECTION 7, IN NO EVENT SHALL EITHER PARTY OR ANY OTHER PERSON OR ENTITY INVOLVED IN CREATING, PRODUCING, OR DELIVERING THE SERVICE BE LIABLE FOR ANY INCIDENTAL, SPECIAL, EXEMPLARY OR CONSEQUENTIAL DAMAGES, INCLUDING LOST PROFITS, LOSS OF DATA OR LOSS OF GOODWILL, SERVICE INTERRUPTION, COMPUTER DAMAGE OR SYSTEM FAILURE OR THE COST OF SUBSTITUTE PRODUCTS OR SERVICES, ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT OR FROM THE USE OF OR INABILITY TO USE THE SUBSCRIPTION SERVICE, WHETHER BASED ON WARRANTY, CONTRACT, TORT (INCLUDING NEGLIGENCE), PRODUCT LIABILITY OR ANY OTHER LEGAL THEORY. THE FOREGOING EXCLUSIONS APPLY WHETHER OR NOT A PARTY HAS BEEN INFORMED OF THE POSSIBILITY OF SUCH DAMAGE, AND EVEN IF A LIMITED REMEDY SET FORTH HEREIN IS FOUND TO HAVE FAILED OF ITS ESSENTIAL PURPOSE. NOTHING IN THIS AGREEMENT EXCLUDES OR RESTRICTS THE LIABILITY OF EITHER PARTY FOR DEATH OR PERSONAL INJURY RESULTING FROM ITS NEGLIGENCE.

- 8.1. Security and Other Risks. Customer acknowledges that, notwithstanding security features of the Subscription Service, no product, hardware, software or service can provide a completely secure mechanism of electronic transmission or communication and that there are persons and entities, including enterprises, governments and quasi-governmental actors, as well as technologies, that may attempt to breach any electronic security measure. Subject only to its limited warranty obligations set forth in Section 7, Springbrook will have no liability for any security breach caused by any such persons, entities, or technologies. Customer further acknowledges that the Subscription Service is not guaranteed to operate without interruptions, failures, or errors. If Customer or Authorized Users use the Subscription Service in any application or environment where failure could cause personal injury, loss of life, or other substantial harm, Customer assumes any associated risks and will indemnify Springbrook and hold it harmless against those risks.

9. SECURITY AND PERSONAL DATA

- 9.1. Security. Springbrook has implemented commercially viable and reasonable information security processes, policies and technology safeguards to protect the confidentiality and integrity of Customer Data, personal data protect against reasonably anticipated threats. Springbrook holds PCI-DSS certifications and leverages certified service providers who are vetted against industry standards such as ISO 27001 and SSAE 18 SOC 2 in the provision of the service
- 9.2. Customer Data. Customer shall be responsible for Customer Data as entered in to, applied or used in the Subscription Services. Customer is responsible for updating all Customer Data. In addition, Customer acknowledges that Springbrook generally does not have access to and cannot retrieve lost Customer Data. If Customer loses Customer Data, Customer may no longer have access to the Subscription Service. Customer grants to Springbrook the non-exclusive right to process Customer Data (including personal data) for the sole purpose of and only to the extent necessary for Springbrook: (i) to provide the Subscription Services; (ii) to verify Customer's compliance with the restrictions set forth in Section 2.2 (Restrictions) if Springbrook has a reasonable belief of Customer's non-compliance; and (iii) as otherwise set forth in this Agreement. Springbrook may utilize the information concerning Customer's use of the Subscription Services (excluding any use of Customer's personal data or Customer's Confidential Information) to improve Subscription Services, to provide Customer with reports on its use of the Subscription Services, and to compile aggregate statistics and usage patterns by customers using the Subscription Services.
- 9.3. Use of Aggregate Data. Customer agrees that Springbrook may collect, use, and disclose quantitative data derived from the use of the Subscription Services for industry analysis, benchmarking, analytics, marketing, and other business purposes. All disclosed data will be in aggregate form only and will not identify Customer, its Authorized Users, or any third parties utilizing the Subscription Services.

10. SUBSCRIPTION PERIOD AND TERMINATION

- 10.1. Term of Authorized User Subscriptions. Authorized User Subscriptions purchased by Customer commence on the start date specified in the applicable Order Form and, unless terminated earlier in accordance with this Agreement, continue for the term specified therein. A Subscription Period and/or pricing thereon may be subject to prorating where Springbrook deems it appropriate to cause newly purchased Subscriptions to expire or renew simultaneously with Customer's pre-existing Subscription(s). Except as otherwise specified in the applicable Order Form, all Subscriptions will automatically renew for additional Subscription Periods equal to the expiring Subscription Period or one year (whichever is shorter), unless either party gives the other at least sixty (60) days' notice of non-renewal before the end of the relevant Subscription Period. The per-unit pricing during any such renewal Subscription Period may be subject to annual pricing increase as designated by Springbrook and notified to Customer. Pricing increases will be effective upon renewal of the Subscription Period and annually thereafter, unless otherwise agreed to by the parties. If either party provides notice of non-renewal as set forth above, Customer's right to use the Subscription Service will terminate at the end of the relevant Order Term.
- 10.2. Termination or Suspension for Cause. A party may terminate any Subscription Service for cause upon thirty (30) days' written notice to the other party of a material breach if such breach remains uncured at the expiration of such thirty (30) day period. In addition, Springbrook may, at its sole option, suspend or terminate Customer's or any Authorized User's access to the Subscription Service, or any portion thereof, immediately if Springbrook, in its sole discretion: (i) suspects that any person other than Customer or an Authorized User is using or attempting to use Customer Data (ii) suspects that Customer or an Authorized User is using the Subscription Service in a way that violates this Agreement and could expose Springbrook or any other entity to harm or legal liability, or (iii) is or reasonably believes it is required to do so by law or court order.
- 10.3. Effect of Termination. If this Agreement expires or is terminated for any reason: (i) Within thirty (30) calendar days following the end of Customer's final Subscription Period, Customer may request in writing Springbrook to provide a copy of Customer's data and associated documents in a database dump file format. Springbrook will comply in a timely manner with such request; provided that, Customer (a) pays all costs of and associated with such copying, as calculated at Springbrook's then-current time-and-materials rates; (b) pays any and all unpaid amounts due to Springbrook; (ii) licenses and use rights granted to Customer with respect to Subscription Services and intellectual property will immediately terminate; and (iii) Springbrook's obligation to provide any further services to Customer under this Agreement will immediately terminate, except any such services that are expressly to be provided following the expiration or termination of this Agreement; and the sections set forth in Section 11.4 of this Agreement.
- 10.4. Survival. Sections 4 (Confidentiality), 5 (Ownership and Proprietary Rights), 6.4 (Disclaimer), 7 (Mutual Indemnification), 8 (Limitation of Liability), 10.3 (Effect of Termination), 10.4 (Surviving Provisions), and 11 (General Provisions) will survive any termination or expiration of this Agreement.

11. GENERAL

- 11.1. Notice. Except as otherwise specified in this Agreement, all notices, permissions and approvals hereunder will be in writing and will be deemed to have been given upon: (i) personal delivery, (ii) the second business day after mailing, or (iii) sending by confirmed email if sent during the recipient's normal business hours (or, if not, then on the next business day). Notices will be sent to the address specified by the recipient in writing when entering into this Agreement or establishing Customer's account for the Subscription Service (or such other address as the recipient may thereafter specify by notice given in accordance with this Section 12.1).
- 11.2. Governing Law and Jurisdiction. This Agreement and any action related thereto will be governed by the laws of the State of Oregon without regard to its conflict of laws provisions. The exclusive jurisdiction and venue of any action related to the Subscription Service or this Agreement will be the state and federal courts located in Portland, Oregon and each of the parties hereto waives any objection to jurisdiction and venue in such courts.

- 11.3. Compliance with Laws. Each party will comply with all applicable laws and regulations with respect to its activities under this Agreement including, but not limited to, export laws and regulations of the United States and other applicable jurisdictions. Without limiting the foregoing, Customer will not permit Authorized Users to access or use the Subscription Service in violation of any U.S. export embargo, prohibition or restriction. Further, in connection with the services performed under this Agreement and Customer's use of the Subscription Services, the Parties agree to comply with all applicable anti-corruption and anti-bribery laws, statutes, and regulations.
- 11.4. Relationship of the Parties. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary or similar relationship between the parties.
- 11.5. Waiver and Cumulative Remedies. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right. Other than as expressly stated herein, the remedies provided herein are in addition to, and not exclusive of, any other remedies of a party at law or in equity.
- 11.6. Severability. If any provision of this Agreement is held by a court of competent jurisdiction to be contrary to law, the provision will be modified by the court and interpreted so as best to accomplish the objectives of the original provision to the fullest extent permitted by law, and the remaining provisions of this Agreement will remain in effect.
- 11.7. Assignment. Customer may not assign or transfer this Agreement, whether by operation of law or otherwise, without the prior written consent of Springbrook. Any attempted assignment or transfer, without such consent, will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties, their respective successors and permitted assigns.
- 11.8. Publicity. Subject to the provisions of Section 5, each party will have the right to publicly announce the existence of the business relationship between parties. In addition, during the Subscription Period of Customer's Subscription Service use, Springbrook may use Customer's name, trademarks, and logos (collectively, "**Customer's Marks**") on Springbrook's website and marketing materials to identify Customer as Springbrook's customer, and for providing the Subscription Service to Customer; provided that, Springbrook will use commercially reasonable efforts to adhere to any usage guidelines furnished by Customer with respect to Customer's Marks.
- 11.9. Force Majeure. Springbrook will not be liable for any delay or failure to perform under this Agreement to the extent such delay or failure results from circumstances or causes beyond the reasonable control of Springbrook.
- 11.10. Entire Agreement. This Agreement, including any attachments hereto as mutually agreed upon by the Parties, constitute the entire agreement between the Parties concerning its subject matter and supersedes all prior communications, agreements, proposals or representations, written or oral, concerning its subject matter. No modification, amendment, or waiver of any provision of this Agreement will be effective unless in writing and signed by a duly authorized representative of each party against whom the modification, amendment or waiver is to be asserted. Notwithstanding any language to the contrary therein, no additional or conflicting terms or conditions stated in Customer's order documentation will be incorporated into or form any part of this Agreement, and all such terms or conditions will be null.

EXHIBIT A AVAILABILITY AND SECURITY

Service Availability:

Springbrook will use commercially reasonable efforts to (a) provide bandwidth sufficient for Customer's use of the Subscription Services provided hereunder and in an applicable Order Form and (b) operate and manage the Subscription Services with a ninety-nine and one-half percent (99.5%) uptime goal (the "Availability SLA"), excluding situations identified as "Excluded" below.

"Excluded" means any outage that results from any of the following:

- a. Any maintenance performed by Springbrook during Springbrook's standard maintenance windows. Springbrook will notify Customer within forty-eight (48) hours of any standard maintenance and within twenty-four (24) hours for other non-standard emergency maintenance (collectively referred to herein as "Scheduled Maintenance").
- b. Customer's information content or application programming, or the acts or omissions of Customer or its agents, including, without limitation, the following:
 1. Customer's use of any programs not supplied by Springbrook;
 2. Customer's failure to provide Springbrook with reasonable advance prior notice of any pending unusual large deployments of new nodes (i.e., adding over ten (10) percent total nodes in less than twenty-four (24) hours);
 3. Customer's implementation of any significant configuration changes, including changes that lead to a greater than thirty percent (30%) change in a one week period or greater than fifty percent (50%) change in a one month period in the number of key objects in the system including but not limited to metrics, snapshots, nodes, events and business transactions; and
 4. Any mis-configuration by Customer (as determined in Springbrook's sole discretion), including, without limitation, configuration errors and bad or unintended usage of the Subscription Services; and
 5. Force majeure or other circumstances beyond Springbrook's reasonable control that could not be avoided by its exercise of due care.
- d. Failures of the Internet backbone itself and the network by which Customer connects to the Internet backbone or any other network unavailability.
- e. Any window of time when Customer agrees that Subscription Services availability/unavailability will not be monitored or counted.
- f. Any problems resulting from Customer combining or merging the Subscription Services with any hardware or software not supplied by Springbrook or not identified by Springbrook in the Specifications as being compatible with the Subscription Services.
- g. Interruptions or delays in providing the Subscription Services resulting from telecommunication or Internet service provider failures.
- h. Customer's or any third party's use of the Subscription Services in an unauthorized or unlawful manner.

Remedies for Excessive Downtime:

In the event the Availability of the Subscription Services falls below the Availability SLA in a given calendar month, Springbrook will pay Customer a service credit ("Service Credit") equal to the percentage of the fees set forth in the table below corresponding to the actual Availability of the Subscription Services during the applicable calendar month. Springbrook will apply any Service Credits only against future Service payments otherwise due from Customer. Service Credits will not entitle Customer to any refund or other payment from Springbrook. Service Credits may not be transferred or applied to any other account. Unless otherwise provided in this Agreement, Customer's sole and exclusive remedy for any unavailability, non-performance, or other failure by Springbrook to provide the Service is the receipt of a Service Credit (if eligible) in accordance with the terms of this Exhibit A.

System availability is measured by the following formula: $x = (n - y) * 100 / n$

Notes:

- (1) "x" is the uptime percentage; "n" is the total number of hours in the given calendar month minus scheduled downtime; and "y" is the total number of downtime hours in the given calendar month.
- (2) Specifically excluded from "n" and "y" in this calculation are the exception times on scheduled upgrade and maintenance windows.

Service Availability	Percentage of Monthly Service Fees Credited
>99.5%	0%
95.0% - < 99.5%	5% (max of \$280)
90.0% - < 95.0%	10% (max of \$560)
80.0% - < 90.0%	20% (max \$840)
70.0% - < 80.0%	30% (max of \$1,120)
60.0% - < 70.0%	40% (max of \$1,400)
< 50%	50% (max of \$2,800)

Customer Account Login:

For Springbrook user interface access, Springbrook uses TLS 1.2 with AES 256 bit or similar encryption for protection of data in transit, which is supported by most modern browsers. Springbrook will also restrict applicable administrative user interface access to Customer corporate networks for additional security on written request by Customer.

Hosting:

Springbrook's SaaS platform (servers, infrastructure and storage) for the Subscription Services is and will remain hosted in one of the largest data centers in North America, specifically designed and constructed to deliver world-class physical security, power availability, infrastructure flexibility and growth capacity. Springbrook's data center provider is and will remain SSAE 18 SOC2 compliant, meaning it has been fully independently audited to verify the validity and functionality of its control activities and processes. Every Server for the Services is and will remain operated in a fully redundant fail-over pair to ensure high availability. Data is and will remain backed up nightly, stored redundantly and will be restored rapidly in case of failure.

Security Patching and updates are actively evaluated by engineers and will be deployed based upon the impact and risk and stability benefits they offer to Springbrook's SaaS platform and Customers. Springbrook will attempt to provide customers reasonable prior notice to security changes, updates and patches, unless the delay will lead to a significant risk of impact to customer data.

Exhibit C
ONLINE PAYMENTS SCHEDULE TO SPRINGBROOK SOFTWARE

1. Definitions

“Citizen” means the person who uses Online Payments (as defined below) to complete a payment processing that results in the debiting or charging of an amount to such person’s payment instrument and the crediting of funds to Customer.

“Online Payments” means an optional third-party add-on to the Software that Springbrook facilitates designed to collect payment information for the purpose of payment processing.

“Payment Application(s)” refers broadly to all third-party payment applications, gateway, processors, payment terminals, and service providers that store, process, or transmit cardholder data as part of authorization or settlement, where these payment applications are sold, distributed or licensed to Customer.

2. Online Payments

2.1 During the Term, and subject to compliance with the terms and conditions of this Exhibit, Springbrook will provide the right to access to, and use of, Online Payments to Customer’s Authorized Users with an Online Payments enabled Account. For the avoidance of doubt, Springbrook is only facilitating access to and use of Online Payments and is not a provider of Online Payments.

2.2 To facilitate payments, Customer will be required to provide Springbrook with certain Customer Data, including specifically, information that allows Springbrook to: (a) transmit Customer’s identifying information to a Payment Application; (b) if applicable, receive appropriate payment authorization from a Payment Application; and (c) collect any other information that Customer or Payment Application requires of Springbrook in order to facilitate payment processing. Customer authorizes Springbrook to store, process, and transmit Customer Data as necessary for a Payment Application to facilitate payment processing between Customer and a third party designated by Customer. Unless otherwise provided, Online Payments will temporarily store information received from Customer, such as account information for a Payment Application only for the purpose of facilitating the payment processing.

2.3 The payment processing facilitated through Online Payments is processing activities between Customer and a third party and/or Customer and a Payment Application, and not with Springbrook. Payment Applications are independent contractors and not agents, employees or subcontractors of Springbrook. Springbrook does not control and is not responsible for the payment methods made available by the Payment Applications through Software nor the Third-Party Services that are sold or purchased by Customer. Customer acknowledges and agrees that Springbrook cannot ensure that Citizen or third party will complete a payment processing or that it is authorized to do so.

3. Additional Customer Responsibilities

3.1 Springbrook’s provision of Online Payments is conditioned on Customer’s acknowledgement of and agreement of the following:

- (a) Customer is solely responsible for registering and maintaining an account with Online Payments in order to facilitate the payment processing via Online Payments;
- (b) Customer is solely responsible for complying with: (i) all laws applicable to the payment processing conducted by customer via Online Payments; (ii) all terms of use or other terms and conditions between Customer and Payment Applications.
- (c) Customer is solely responsible for the acts and omissions of its Authorized Users in relation to their use of Online Payments and for ensuring that such use complies with the terms of the Agreement;
- (d) Customer has exclusive control over and responsibility for the content, quality, and format of any payments processing it submits to be processed via Online Payments. Nothing in this Schedule may be construed to make Springbrook a party to any payment processed by Online Payments, and Springbrook makes no representation or warranty regarding the payment processing sought to be

affected by Customer's use of Online Payments; and

- (e) Customer is solely responsible for any and all disputes with any Payment Applications or Citizens related to or in connection with a payment processing sought to be facilitated via Online Payments, including, but not limited to: (i) chargebacks; (ii) products or services not received; (iii) return of, delayed delivery of, or cancelled products or services; (iv) cancelled transactions; (v) duplicate transactions or charges; (vi) electronic debits and credits involving bank accounts, debit cards, credit cards, and check issuances; and (vii) amount of time to complete payment processing.

4. Payment Warranties; Disclaimers' Limitation of Liability

- 4.1 Springbrook Payments Warranty.** The parties acknowledge and agree that, notwithstanding any of the provisions of the Agreement, Customer's sole and exclusive warranties with respect to Online Payments are set forth in the following sentence. Springbrook warrants that Online Payments as delivered to Customer and used in accordance with the Agreement and its applicable specifications will perform substantially in accordance with the specifications associated with the Software.
- 4.2 Disclaimer.** Except for the express warranties for the Software set forth above, Springbrook: (a) makes no additional representation or warrant of any kind-whether express, implied in fact or by operation of law, or statutory-with respect to Online Payments; (b) disclaims all implied warranties, including, but not limited to, merchantability, fitness for a particular purpose, and title; and (c) does not warrant that Online Payments will be error-free or meet Customer's requirements. Customer has no right to make or pass on any representation or warranty on behalf of Springbrook to any third party.
- 4.3 Limitation of Liability.** Springbrook shall not be responsible or liable for any claims, demands and damages (actual and consequential) arising out of or in any way connected with a dispute that may arise between Customer and a Citizen, and /or Customer and a Payment Application regarding the payment processing ("Payment Processing Disputes"), and Customer hereby agrees that it will not bring or assert any action, claim or cause of action in jurisdiction or forum against Springbrook arising from or relating to a Payment Processing Dispute.

5. Third Party Claims

In addition to the third party claims obligations and subject to the indemnification procedures under the Agreement, Customer will indemnify and defend Springbrook against, any Claim to the extent arising from or related to: (a) improper use of Online Payments by Customer or its Authorized Users or Citizens; (b) any breach by Customer of its obligations hereunder; (c) the nature and content of all cardholder data or any related data thereto provided by customer, its Authorized Users or Citizens through use of Online Payments; (D) violation of any law or the rights of a third party by Customer through its use of Online Payments and/or the actions or inactions of any third party to whom Customer grants permissions to use Customer's Account or access Online Payments on Customer's behalf; and (e) the terms of an agreement between Customer and a Citizen, or Customer and a Payment Application.



STAFF REPORT

MEETING DATE: August 9, 2023

PRESENTER: Jesus R. Orozco, Community Development Director

SUBJECT: Public Hearing Ordinances Relating to Expedited Permit Process for Small Residential Rooftop Solar Systems and Repeal and Amendment of Current Ordinances and Consideration of New Ordinance (JRO)

RECOMMENDATIONS: Staff recommends Council conduct a public hearing and:

1. Waive full reading and introduce Ordinance Text Amendment 2023-03 repealing Chapter 17.94 related to Expedited Permit Process for Small Residential Rooftop Solar Systems from Title 17 of the Kerman Municipal Code; and
2. Waive full reading, and introduce Ordinance Text Amendment 2023-04 amending Section 15.04.090 of Chapter 15.04, repeal the current Chapter 15.24, and add a new Chapter 15.24 to Title 15 of the Kerman Municipal Code relating to Expedited Permit Process for Small Residential Rooftop Solar Systems

EXECUTIVE SUMMARY:

The proposed ordinance text amendments (OTA 2023-03 & OTA 2023-04) attached are City-initiated amendments. OTA 2023-03 will repeal Chapter 17.94 from Title 17 which was adopted in 2015 by Ordinance No 15-03, to ensure compliance with Government Code Section 65850.5 as part of Assembly Bill 2188 (Solar Rights Act). Chapter 17.94 is specific to the expedited permit processing of small residential rooftop solar energy systems wherein the Building Official is the implementing officer. OTA 2023-04 will eliminate redundant language related to fence permit requirements and replace existing language with language related expedited permit process for small residential rooftop solar systems.

The Planning Commission held a public hearing on July 10, 2023 to consider OTA 2023-03 and approved the attached (Attachment C) resolution consistent with 17.26.040 of the KMC. This will allow existing language to be transitioned into Chapter 15.24 alongside minor editorial updates as proposed by OTA 2023-04.

ANALYSIS:

Background

California Government Code § 65850.5 requires cities and counties to streamline the installation and use of solar energy systems by limiting obstacles to their use and by minimizing the permitting costs of such systems.

The City adopted Ordinance No. 15-03 on September 15, 2015, and has remained unchanged. Traditionally, permits for small residential rooftop solar systems have been a Building Division activity, wherein the Building Official is the implementing officer. As such, repealing Chapter 17.94 and transitioning language into Title 15, the Buildings and Construction Code is practical to the Department's permit issuance operations.

General Plan Consistency

The City of Kerman's 2040 General Plan Conservation, Open Space, Parks and Recreation Element guides the city's long-range growth and development policy; it establishes citywide standards, goals, and policies, implemented through the City's municipal code and other pertinent programs. OTA 2023-04 is consistent with General Plan **Goal COS-5**, which encourages minimizing *"energy consumption and reducing greenhouse gas emission as part of the statewide effort to combat climate change"*. Furthermore, OTA 2023-04 will directly and indirectly address Policy COS-5.3 (Sustainable Building Practice), COS-5.4 (Renewable Energy Features in New Projects), and COS-5.7 (Energy Conservation Awareness). Both OTA's will not create any inconsistencies with the General Plan.

Zoning Ordinance Consistency

As previously noted in this report, the ordinance related to Expedited Permit Process for Small Residential Rooftop Solar Systems, consistent with Government Code § 65850.5, was originally adopted under Chapter 17.94, Title 17 (Zoning Code). However, *"Review of the application to install a solar energy system shall be limited to the building official's review..."*, staff has recommended existing language in compliance with Government Code § 65850.5 be transitioned into Title 15 (Building and Construction Code) of the Kerman Municipal Code via OTA 2023-04. Procedurally, OTA 2023-03 will prevent inconsistencies with the Zoning Ordinance or other KMC.

ENVIRONMENTAL REVIEW:

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

FISCAL IMPACT:

None

ATTACHMENTS:

- A. Ordinance Text Amendment 2023-03 (related to Title 17)
- B. Ordinance Text Amendment 2023-04 (related to Title 15)
- C. Planning Commission Resolution w/exhibits

Attachment 'A'

ORDINANCE NO. 23-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN REPEALING CHAPTER 17.94
RELATING TO EXPEDITED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR
SYSTEMS FROM TITLE 17 OF THE KERMAN MUNICIPAL CODE**

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

SECTION 1. Chapter 17.94 of Title 17 of the Kerman Municipal Code is hereby repealed.

SECTION 2. CEQA. A preliminary environmental assessment has been performed for this project pursuant the California Environmental and Quality Act (CEQA). The City Council finds and determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impacts on the environment. Therefore, this project is not subject to CEQA.

SECTION 3. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 4. Effective Date. This Ordinance shall become effective thirty (30) days after adoption.

The foregoing ordinance was introduced at a regular meeting of the City of Kerman City Council held on the 9th day of August, 2023, and was passed and adopted at a regular meeting of the City of Kerman City Council held on _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Attachment 'B'

ORDINANCE NO. 23-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN AMENDING SECTION 15.04.090 OF CHAPTER 15.04 OF TITLE 15 OF THE KERMAN MUNICIPAL CODE RELATING TO WALLS AND FENCES, REPEALING CURRENT CHAPTER 15.24 OF TITLE 15 OF THE KERMAN MUNICIPAL CODE RELATING TO FENCE PERMITS AND ADDING NEW CHAPTER 15.24 TO TITLE 15 OF THE KERMAN MUNICIPAL CODE RELATING TO EXPEDITED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS

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

SECTION 1. Section 15.04.090 of Chapter 15.04 of the Kerman Municipal Code is hereby amended to read as follows:

15.04.090 Walls and Fences.

Walls and fences shall only be constructed after first having obtained a building permit when required pursuant to Section 15.04.10 of Chapter 15.04 of this code.

SECTION 2. Chapter 15.24 of Title 15 of the Kerman Municipal Code relating to Fence Permits is hereby repealed.

SECTION 3. New Chapter 15.24 is added to Title 15 of the Kerman Municipal Code relating to Expedited Permit Process for Small Residential Rooftop Solar Systems to read as follows:

Chapter 15.24

Expedited Permit Process for Small Residential Rooftop Solar Systems

Sections

- 15.24.010 Purpose and intent.
- 15.24.020 Definitions.
- 15.24.030 Applicability.
- 15.24.040 Solar energy system requirements.
- 15.24.050 Applications and documents.
- 15.24.060 Permit review and inspection requirements.
- 15.24.010 Purpose and intent.

The purpose of this chapter is to provide an expedited, streamlined solar permitting process that complies with the Solar Rights Act and AB 2188 (Chapter 521, Statutes 2014, California Government Code Section 65850.5) in order to achieve timely and cost-effective installations of small residential rooftop solar energy systems. This chapter encourages the use of solar systems by removing unreasonable barriers, minimizing costs to property owners and the city and

expanding the ability of property owners to install solar energy systems. This chapter allows the city to achieve these goals while protecting the public health and safety.

15.24.020 Definitions.

As used in this chapter:

- A. "Solar energy system" means either of the following:
 - 1. Any solar collector or other solar energy device whose primary purpose is to provide for the collection, storage, and distribution of solar energy for space heating, space cooling, electricity generation, or water heating.
 - 2. Any structural design feature of a building, whose primary purpose is to provide for the collection, storage, and distribution of solar energy for electricity generation, space heating or cooling, or for water heating.
- B. "Small residential rooftop solar energy system" means all of the following:
 - 1. A solar energy system that is no larger than ten kilowatts alternating current nameplate rating or thirty kilowatts thermal.
 - 2. A solar energy system that conforms to all applicable state fire, structural, electrical, and other building codes as adopted or amended by the city, and all state and city health and safety standards.
 - 3. A solar energy system that is installed on a single- or two-family dwelling.
 - 4. A solar panel or module array that does not exceed the maximum legal building height as defined by the city.
- C. "Electronic submittal" means the utilization of electronic email or submittal via the Internet.
- D. "Specific, adverse impact" means a significant, quantifiable, direct, and unavoidable impact, based on objective, identified, and written public health or safety standards, policies, or conditions as they existed on the date the application was deemed complete.
- E. "Reasonable restrictions" on a solar energy system are those restrictions that do not significantly increase the cost of the system or significantly decrease its efficiency or specified performance, or that allow for an alternative system of comparable cost, efficiency, and energy conservation benefits.
- F. "Restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance" means:
 - 1. For water heater systems or solar swimming pool heating systems: an amount exceeding ten percent of the cost of the system, but in no case more than one thousand dollars, or decreasing the efficiency of the solar energy system by an amount exceeding ten percent, as originally specified and proposed.

2. For photovoltaic systems: an amount not to exceed one thousand dollars over the system cost as originally specified and proposed, or a decrease in system efficiency of an amount exceeding ten percent as originally specified and proposed.

15.24.030 Applicability.

- A. This chapter applies to the permitting of all small residential rooftop solar energy systems in the city.
- B. Small residential rooftop solar energy systems legally established or permitted prior to the effective date of the ordinance codified in this chapter are not subject to the requirements of this chapter unless physical modifications or alterations are undertaken that materially change the size, type, or components of a small rooftop energy system in such a way as to require new permitting. Routine operation and maintenance or like-kind replacements shall not require a permit.
- C. A use permit and/or architectural review may be required for properties on the city's list of historic resources as deemed necessary by the Building Official.

15.24.040 Solar energy system requirements.

- A. All solar energy systems shall meet applicable health and safety standards and requirements imposed by the state and the city.
- B. Solar energy systems for heating water in single-family residences and for heating water in commercial or swimming pool applications shall be certified by an accredited listing agency as defined by the California Plumbing and Mechanical Code.
- C. Solar energy systems for producing electricity shall meet all applicable safety and performance standards established by the California Electrical Code, the Institute of Electrical and Electronics Engineers, and accredited testing laboratories such as Underwriters Laboratories and, where applicable, rules of the Public Utilities Commission regarding safety and reliability.

15.24.050 Applications and documents.

- A. All documents required for the submission of an expedited solar energy system application shall be made available on the city website.
- B. Electronic submittal of the required permit application and documents by email or the Internet shall be made available to all small residential rooftop solar energy system permit applicants.
- C. The Building Division shall adopt a standard plan and checklist of all requirements with which small residential rooftop solar energy systems shall comply to be eligible for expedited review.
- D. The small residential rooftop solar system permit process, standard plan(s), and checklist(s) shall substantially conform to recommendations for expedited permitting, including the checklist and standard plans contained in the most current version of the California Solar Permitting Guidebook adopted by the Governor's Office of Planning and Research.

15.24.060 Permit review and inspection requirements.

- A. The Building Official or his or her designee shall implement an administrative, nondiscretionary review process to expedite approval of small residential rooftop solar energy systems. The Building Division shall issue a building permit, the issuance of which is nondiscretionary, on the same day for over-the-counter applications or within one to three business days for electronic applications upon receipt of a complete application that meets the requirements of the approved checklist and standard plan. The Building Official may require an applicant to apply for a site plan review permit consistent with application procedures under Title 17, if the Building Official finds, based on substantial evidence, development of the solar energy system could have a specific, adverse impact on the public health and safety that considers review.
- B. Review of the application shall be limited to the Building Official's review of whether the application meets local, state, and federal health and safety requirements.
- C. If a site plan review permit is required, the site plan review permit may be denied when written findings for denial are made based upon substantive evidence in the record that the proposed installation would have a specific, adverse impact upon public health or safety and there is no feasible method to satisfactorily mitigate or avoid, as defined, the adverse impact. Such findings shall include the basis for the denial of the potential feasible alternative for preventing the adverse impact. Such decisions may be appealed to the city planning commission.
- D. Any condition imposed on an application shall be designed to mitigate the specific, adverse impact upon health and safety at the lowest possible cost.
- E. "A feasible method to satisfactorily mitigate or avoid the specific, adverse impact" includes, but is not limited to, any cost-effective method, condition, or mitigation imposed by the city on another similarly situated application in a prior successful application for a permit. The city shall use its best efforts to ensure that the selected method, condition, or mitigation meets the conditions of subparagraphs (A) and (B) of paragraph (1) of subdivision (d) of Section 714 of the Civil Code defining restrictions that do not significantly increase the cost of the system or decrease its efficiency or specified performance.
- F. If an application is deemed incomplete, a written correction notice detailing all deficiencies in the application and any additional information or documentation required to be eligible for expedited permit issuance shall be sent to the applicant for resubmission.
- G. Only one inspection shall be required and performed by the Building Division for small residential rooftop solar energy systems eligible for expedited review.
- H. The inspection shall be done in a timely manner and should include consolidated inspections.
- I. If a small residential rooftop solar energy system fails inspection, a subsequent inspection is authorized.

SECTION 4. CEQA. A preliminary environmental assessment has been performed for this project pursuant the California Environmental and Quality Act (CEQA). The City Council finds and

determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impacts on the environment. Therefore, this project is not subject to CEQA.

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

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

The foregoing ordinance was introduced at a regular meeting of the City of Kerman City Council held on the 9th day of August, 2023, and was passed and adopted at a regular meeting of the City of Kerman City Council held on _____, 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Resolution 2023-07**A RESOLUTION OF THE CITY OF KERMAN PLANNING COMMISSION RECOMMENDING TO THE CITY COUNCIL ADOPTION OF AN ORDINANCE TEXT AMENDMENT REPEALING CHAPTER 17.94 RELATED TO EXPEDITED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR SYSTEMS FROM TITLE 17 OF THE KERMAN MUNICIPAL CODE**

WHEREAS, in accordance with Section 17.26.020 subsection C of the Zoning Ordinance, the City Planner filed a written action initiating a ordinance text amendment to the Zoning Code; and

WHEREAS, the Planning Commission has conducted a duly noticed public hearing on June 28, 2023; and

WHEREAS, the proposed ordinance attached as **Exhibit 'A'**, would repeal Chapter 17.94 related to the expedited permit process for small residential rooftop solar systems;

WHEREAS, the proposed ordinance is consistent and compatible with the goals, policies, and implementation programs set forth in the General Plan; and

WHEREAS, the Planning Commission reviewed all the evidence, staff report analysis, and associated revisions and determined that the proposed ordinance text amendment will not be detrimental to the public health, safety, and welfare of the persons residing or working in the City of Kerman; and

WHEREAS, the substance of the repealed ordinance will be codified in a new Chapter in Title 15, "Building Code and Regulations"; and

WHEREAS, a preliminary environmental assessment has been performed for this project pursuant to the California Environmental and Quality Act (CEQA). There are findings to determine with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impacts on the environment. Therefore, this project is not subject to CEQA. ; and

WHEREAS, the Planning Commission now desires recommending to the City Council to repeal Chapter 17.94 related to expedited permit process for small residential rooftop solar systems from Title 17 of the Kerman Municipal Code.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, as follows:

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

SECTION 2. Based upon the evidence in the staff report, staff's presentation, public testimony, and the project file, the Planning Commission recommends that the City Council recognizes the appropriateness of Ordinance Text Amendment 2023-03 by repealing Chapter 17.94 related to expedited permit process for small residential rooftop solar systems from Title 17 of the Kerman Municipal Code based on the following findings and as required by Kerman Municipal Code Section 17.26.040, the Planning Commission makes the following findings:

A. That the proposed ordinance text amendment is consistent with the General Plan.

Finding A (1). The proposed ordinance text amendment is consistent and compatible with the goals, policies, and implementation programs set forth in the General Plan.

B. That the proposed ordinance text amendment will not have an impact on the health, safety, and welfare of the community.

Finding B (1). The proposed ordinance text amendment will not be detrimental to the public health, safety, and welfare of the persons residing or working in the City of Kerman.

C. That the environmental document is prepared as per the California Environmental Quality Act.

Finding C (1). As described in greater detail, above, the proposed ordinance text amendment is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), pursuant to Section 15061(b)(3) known as the common sense rule because there is no possibility that this project may have a significant, adverse, impact on the environment.

SECTION 3. Based on the foregoing the Planning Commission recommends that the City Council approve the proposed ordinance text amendment to repeal Chapter 17.94 related to expedited permit process for small residential rooftop solar systems from Title 17 of the Kerman Municipal Code which is attached as **Exhibit 'A'** of this Resolution.

SECTION 4. This resolution is effective upon adoption.

The foregoing Resolution was adopted at a regular meeting of the City of Kerman Planning Commission held on July 10, 2023, by the following vote:

AYES: S. Bishop, R. Bandy, M. Nunez, V. Villar, C. Molloy, K. Nehring

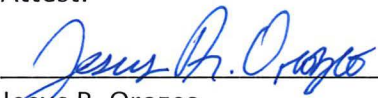
NOES: NONE

ABSENT: R. Felker

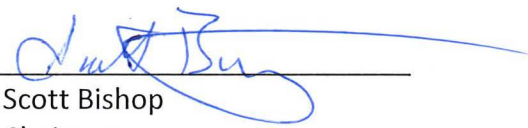
ABSTAIN: NONE

The foregoing resolution is approved.

Attest:



Jesus R. Orozco
Planning Commission Secretary



Scott Bishop
Chairperson

Exhibit 'A'

ORDINANCE NO. 23-_____

**AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN REPEALING CHAPTER 17.94
RELATING TO EXPEDITED PERMIT PROCESS FOR SMALL RESIDENTIAL ROOFTOP SOLAR
SYSTEMS FROM TITLE 17 OF THE KERMAN MUNICIPAL CODE**

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

SECTION 1. Chapter 17.94 of Title 17 of the Kerman Municipal Code is hereby repealed.

SECTION 2. CEQA. A preliminary environmental assessment has been performed for this project pursuant the California Environmental and Quality Act (CEQA). The City Council finds and determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impacts on the environment. Therefore, this project is not subject to CEQA.

SECTION 3. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 4. Effective Date. This Ordinance shall become effective thirty (30) days after adoption.

The foregoing ordinance was introduced at a regular meeting of the City of Kerman City Council held on the 9th day of August, 2023, and was passed and adopted at a regular meeting of the City of Kerman City Council held on _____, 2023, by the following vote:

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

The foregoing ordinance is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: August 9, 2023

PRESENTER: Josefina Alvarez, Finance Director

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

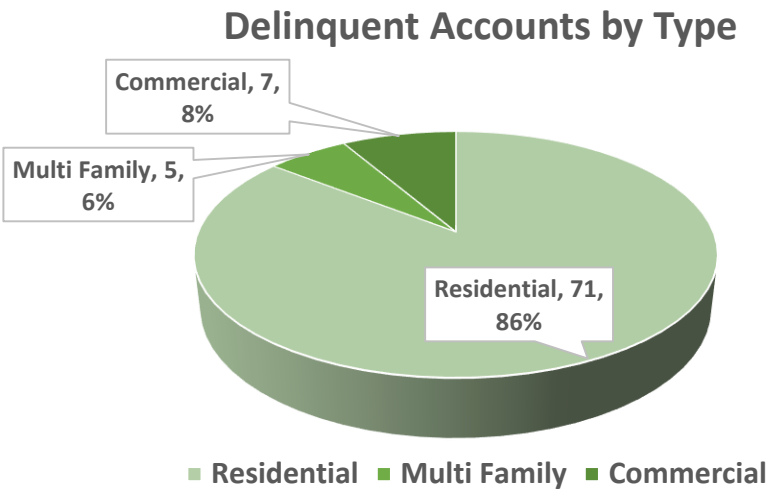
RECOMMENDATION: Council receive report on utility account delinquencies and provide direction to staff if any.

EXECUTIVE SUMMARY:

Staff presented to Council on February 22, 2023 an update on utility account delinquencies with a total of 322 delinquent accounts with 60 days or more past due (per SB 998 guidelines) with a total past due of \$366,041.29. The majority of these accounts were residential with 304 accounts, followed my multifamily with eight accounts, commercial with eight accounts and outside City limits with two accounts.

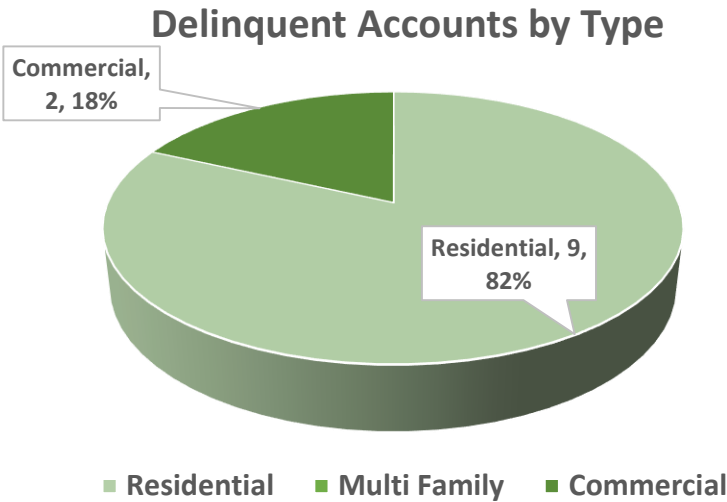
Per Council approval, staff mailed out a notice in the April utility bill to all utility accounts, a detailed notice to all past due customers in May and a door hanger was hung at each address that was 60 days or more past due per City Policy in June. LIHWAP (Low Income Household Water Assistance Program) notices were also included with each of these notices. The City has received 44 LIHWAP payments with a total of \$39,609.00. A representative from Fresno EOC will be in house at Kerman City Hall to assist any Kerman residents on August 11 and August 14 to apply for the LIHWAP.

The City went out and shut off delinquent accounts on Tuesday July 18, 2023. There were 83 utility accounts on the disconnection list. Out of the 83 accounts, 71 were residential accounts, seven were commercial accounts and five were multi-family accounts.



When services were disconnected, customers were required to pay their past due balance or pay the \$50.00 service charge and set up a payment arrangement if they were unable to pay their past due balance.

On Tuesday July 25, 2023, the City sent out a verification list of utility accounts that had not made a payment or arranged a payment plan. The total number of utility accounts that had not met the criteria was 11, with 9 residential accounts and 2 commercial accounts.



Finance staff (Vanessa Linares, Veronica Sandoval, Ariana Mendoza Gabriela Mendoza and Jacqueline Lopez) has been diligently working these past few months and has done an amazing job. It is astonishing that our utility delinquencies are down to only 9 accounts as of Friday, July 28, 2023. There have been a total of 212 payment arrangements and staff continues to help our residents to set up a payment arrangement that fits their budget. The payment arrangements are on average for about 36 months.

FISCAL IMPACT:

Increase in Enterprise Fund revenues.

ATTACHMENTS:

None



STAFF REPORT

MEETING DATE: August 9, 2023

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Award of Contract for Kerman Northwest Park to American Paving Co. (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding contract for Kerman Northwest Park to American Paving Co. in the amount of \$694,477.00 and authorize the City Manager to sign the contract.

EXECUTIVE SUMMARY:

The Northwest Park will be located in the northwest quadrant of the City, at Kenneth Avenue and San Joaquin Avenue. The development of the park will include concrete flatwork (sidewalk), landscape planting, and a landscape irrigation system. The Project was advertised and bids were received from six contractors on Wednesday, July 26, 2023 and the results are as follows:

Contractor	Base Bid
American Paving Co.	\$694,477.00
Harris Development Corp. dba HBC Enterprises	\$711,422.72
Truxell & Valentino Landscape Development, Inc.	\$717,461.00
Stockbridge General Contracting, Inc.	\$722,554.25
Katch Environmental, Inc.	\$862,726.76
Caliber Contracting Services, Inc.	\$973,457.00
Engineer's Estimate	\$795,000.00

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

FISCAL IMPACT:

The total estimated Project cost is \$918,500, including design, construction, construction management, and contingency. The City has received a Prop 68 Per Capita Grant from the California

Department of Parks and Recreation in the amount of \$187,422 for the Project. The remaining \$731,078 will be funded with a combination of Park Development Impact Fees and Measure M.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
AWARDING CONTRACT FOR THE KERMAN NORTHWEST PARK,
TO AMERICAN PAVING CO.**

WHEREAS, the Invitation to Bid for the Kerman Northwest Park, was published in the Kerman News on June 28, 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 development of Kerman Northwest Park, 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 July 26, 2023 at 2:00 p.m.:

Contractor	Base Bid
American Paving Co.	\$694,477.00
Harris Development Corp. dba HBC Enterprises	\$711,422.72
Truxell & Valentino Landscape Development, Inc.	\$717,461.00
Stockbridge General Contracting, Inc.	\$722,554.25
Katch Environmental, Inc.	\$862,726.76
Caliber Contracting Services, Inc.	\$973,457.00

WHEREAS, the City Engineer's Estimate was \$795,000.00 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 Kerman Northwest Park be awarded to: American Paving Co., 525 W. Alluvial Avenue, Fresno, CA 93711, in the amount of Six Hundred and Ninety-Four Thousand Four Hundred and Seventy-Seven Dollars and Zero Cents (\$694,477.00).
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 9th day of August, 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