



CITY COUNCIL REGULAR MEETING AGENDA
Wednesday, October 11, 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. Breast Cancer Awareness Month (JJ)
- B. Code Enforcement Officer Appreciation Week (JRO)

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. **MINUTES:** September 27, 2023, Special Called and Regular Meeting (MR)

RECOMMENDATION: Council approve minutes as presented.

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

09/03/23 - 09/16/23: \$178,469.66; Retro Pay & Other: \$610.25; Overtime: \$18,586.34;
Standby: \$1,434.98; Comp Time Earned: 86.25

RECOMMENDATION: Council approve payroll as presented.

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

1. Nos. 27656-27747 \$744,886.57 ACH \$84,402.91

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

D. **SUBJECT:** Approving 2023-2024 Adult Compliance Team Agreement to Participate with Fresno County (SW)

RECOMMENDATION: Council by motion adopt resolution approving 2023-2024 Adult Compliance Team Agreement with County of Fresno.

E. **SUBJECT:** Proposed Easement for Public Utility Line at Kerckhoff Park (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Grant of Easement Deed for Public Utilities to Pacific Gas & Electric Company through a portion of Kerkchoff Park (APN 023-360-04) and authorize City Manager to Execute.

6. PUBLIC HEARINGS

None.

7. DEPARTMENT REPORTS

A. **SUBJECT:** Study Session - Water, Wastewater and Storm Drain Rate Study 2023 Draft Report (JA)

RECOMMENDATION: Council receive Water, Wastewater and Storm Drain Rate Study 2023 Draft Report and presentation, discuss, receive public input, and provide direction to staff.

B. **SUBJECT:** Ordinance Relating to City of Kerman Boards and Commissions (HCM)

RECOMMENDATIONS: Staff recommends the City Council:

1. Waive full reading and introduce Ordinance Adding Chapter 2.26 to Title 2 of the Kerman Municipal Code Relating to City Boards and Commissions, repealing Chapters 2.28 and 2.32, and Adding New Chapters 2.28, 2.32, and 2.34 related to Planning Commission; Parks, Recreation, and Community Services Commission; and Sales Tax Oversight Committee.
2. Repeal Resolution Nos. 19-16 and 22-61 relating to the Sales Tax Oversight Committee

C. **SUBJECT:** Requested Proclamations for November 2023 (JJ)

RECOMMENDATION: Council consider requested proclamations and approve issuance on November 8, 2023.

D. **SUBJECT:** Consideration of Rescheduling or Canceling the Regularly Scheduled Council Meetings on November 22, and December 27, 2023 (MR)

RECOMMENDATION: Council by motion consider the following:

1. Cancel the November 22, 2023, meeting due to Thanksgiving holiday; or reschedule to alternate date;
2. Cancel the December 27, 2023, meeting due to Christmas Holiday; or reschedule to alternate date.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

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

10. CLOSED SESSION

- A. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organization: Kerman Miscellaneous Employees Association

- B. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organization: Kerman Police Officers Association

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: October 6, 2023 /s/ Marci Reyes, City Clerk



BREAST CANCER AWARENESS MONTH

WHEREAS, breast cancer is the second most commonly diagnosed form of cancer for women in the United States and remains the second leading cause of cancer death among American women; and

WHEREAS, mammography, an “x-ray of the breast,” is recognized as the single most effective method of detecting breast changes long before physical symptoms can be seen or felt. Early detection and improved treatment is believed to have significantly reduced the number of deaths caused by breast cancer; and

WHEREAS, researchers, scientists, and numerous nonprofit organizations, are dedicated to discovering the cure for breast cancer. During the month of October, we acknowledge the extraordinary commitment and effort invested in this cause; and

WHEREAS, we recognize that over two and a half million Americans are breast cancer survivors that give us hope of a better future.

NOW, THEREFORE BE IT RESOLVED, the City Council of the City of Kerman extend our deepest respect for survivors and those advocating for prevention and a cure and in so doing hereby proclaim October 2023 as

“BREAST CANCER AWARENESS MONTH”

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 11th day of October 2023.

Maria Pacheco
Mayor



CODE ENFORCEMENT OFFICER APPRECIATION WEEK

WHEREAS, the State of California has proclaimed the 2nd week of October as Code Enforcement Officer Appreciation Week; and

WHEREAS, Code Enforcement Officers provide for the health, safety, and welfare of the City of Kerman citizens, through education and enforcement of local, state, and federal laws and ordinances dealing with issues relating to public safety, building, housing, zoning, property nuisance, animal control, and environmental; and

WHEREAS, Code Enforcement Officers have challenging and demanding roles and often do not receive recognition for the job they do to improve the quality of life for residents and businesses of local communities; and

WHEREAS, the role of Code Enforcement Officers have expanded in recent years within jurisdictions increasingly relying on the expertise and training of Code Enforcement Officers in their communities; and

WHEREAS, Code Enforcement Officers are dedicated, highly qualified, and highly trained professionals who share the goals of preventing neighborhood deterioration, enhancing communities, ensuring safety, and preserving property values; and

WHEREAS, Code Enforcement Officers have a highly visible role in the City of Kerman and interact with the public and various federal, state, county, and local officials; and

WHEREAS, the City of Kerman wants to recognize and honor its Code Enforcement Officers that serve the community and acknowledge their role in leading the way to improve quality of life within the community.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Kerman, declares the 2nd week of October as Code Enforcement Officer Appreciation Week.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 11th day of October 2023.

Maria Pacheco
Mayor



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, September 27, 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 - **6:08 p.m.**
- C. Roll Call

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

ABSENT: 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 Mayor Pro Tem Nijjer.

Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman

3. PRESENTATIONS/CEREMONIAL MATTERS

4. REQUEST TO ADDRESS COUNCIL

5. CONSENT CALENDAR

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

- A. **SUBJECT:** Minutes - September 13, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented.

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

08/20/23 - 09/02/23: \$174,899.13; Retro Pay & Other: \$2,614.18; Overtime: \$9,309.27; Standby: \$1,478.23; Comp Time Earned: 62.13

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 27562-27655 \$763,987.04 ACH \$50,315.66

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

D. SUBJECT: Approving Sale of Additional Surplus Vehicles and Equipment (JA)

RECOMMENDATION: Council by motion adopt resolution approving the sale of additional surplus equipment and vehicles. **Res 23-77**

E. SUBJECT: Donation of Surplus Police Vehicle to Kerman Unified School District (MB)

RECOMMENDATION: Council adopt resolution approving the donation of a surplus police vehicle to the Kerman Unified School District. **Res 23-78**

F. SUBJECT: Approval of Contract No. 23-0121ARP Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Contract No: 23-0121ARP Title III C1 Congregate Nutrition Site Management with the Fresno- Madera Area Agency on Aging and authorizing City Manager to execute contract. **Res 23-79**

G. SUBJECT: Revised Authorization of Purchase of Real Property, APN's 023-204-14SU, 023-204-16SU and 023-204-09 relating to new Public Safety Center (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving Revised Purchase of Sale Agreement and Joint Escrow Instructions for Real Property known as the land, building and improvements, identified as APN 023-204-14SU and 023-204-16SU ("Annex") and an unimproved lot compromised of approximately 6,000 square feet, identified as APN 023-204-09 ("Lot") from the Barcus Family Limited Partnership, a California limited partnership ("Barcus FLP") and S&K Moran Family Limited Partnership, a California limited partnership in the amount of \$2,945,740.00 and Superseding the Approval of Agreement Referenced in Res No. 23-76. **Res 23-80**

H. SUBJECT: Amendment to Agreement with Muniservices, LLC (JA)

RECOMMENDATION: Council by motion adopt Resolution Approving Amendment No. 2 to Consultant Services Agreement with Muniservices, LLC and authorize the City Manager to sign. **Res 23-81**

6. PUBLIC HEARINGS - None**7. DEPARTMENT REPORTS****A. SUBJECT: Ordinance Relating to City of Kerman Boards and Commissions (MR)**

RECOMMENDATIONS: Staff recommends the City Council:

1. Waive full reading and introduce Ordinance Adding Chapter 2.26 to Title 2 of the Kerman Municipal Code Relating to City Boards and Commissions, repealing Chapters 2.28 and 2.32,

and Adding New Chapters 2.28, 2.32, and 2.34 related to Planning Commission; Parks, Recreation, and Community Services Commission; and Sales Tax Oversight Committee.

2. Repeal Resolution Nos. 19-16 and 22-61 relating to the Sales Tax Oversight Committee

Item to return to Council with modifications. Motion made by Mayor Pacheco, Seconded by Mayor Pro Tem Nijjer. Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION - None

11. ADJOURNMENT – 7:42 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: September 28, 2023



Marci Reyes
City Clerk



MINUTES

SPECIAL CALLED JOINT MEETING OF THE KERMAN CITY COUNCIL AND KERMAN PLANNING COMMISSION

September 27, 2023, 5:00 p.m.

The sole business to be conducted is as follows:

1. Call to Order – **6:15 p.m.**
2. Roll Call –
Council Present: Council Member Coleman, Mayor Pro Tem Nijjer, Mayor Pacheco; Planning Commission: No quorum
3. Zoning Ordinance Update Workshop - **Presented**
4. Adjournment – 5:54 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: September 28, 2023

A handwritten signature in blue ink, appearing to read "Marci Reyes", is written over a horizontal line.

Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: September 03, 2023 - September 16, 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	\$ 2,576.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,576.92	0.00
Cheema, Akayla	\$ 2,663.08	\$ (2.00)	6.10	\$ 302.93	0.00	\$ -	0.00	\$ -	\$ 2,964.00	0.00
Gonzalez, Diana	\$ 3,641.16	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,641.16	0.00
Jansons, John	\$ 7,012.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 7,012.54	0.00
Linares, Vanessa	\$ 1,793.69	\$ -	4.12	\$ 133.39	0.00	\$ -	0.00	\$ -	\$ 1,927.08	0.00
Lopez, Jacqueline	\$ 2,386.77	\$ -	4.00	\$ 175.26	0.00	\$ -	0.00	\$ -	\$ 2,562.03	0.00
Mendoza Hernandez, Arian	\$ 1,972.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,972.77	2.63
Mendoza, Gabriela	\$ 2,169.85	\$ -	1.50	\$ 59.62	0.00	\$ -	0.00	\$ -	\$ 2,229.47	0.00
Reyes, Marcia	\$ 3,853.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,853.38	0.00
Sandoval, Veronica	\$ 1,604.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,604.00	0.75
TOTAL	\$33,422.47	\$ (2.00)	15.72	\$ 671.20	0.00	\$ -	0.00	\$ -	\$ 34,091.66	3.38
REC/SOCIAL										
Acosta-Parra, Melany	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Aguilar, Corina	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Arredondo, Raquel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Barrett, Shannon	\$ 1,720.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,720.15	0.00
Beltran, Isabelle	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Brar, Manreet	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.75
Chouhan, Arnoop	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Chouhan, Gurnoor	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Cruz Paramo, Xitlali	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Escamilla, Paloma	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Flores, Haley	\$ 1,720.22	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,720.22	0.75
Garcia, Anthony	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Gonzalez Corrales, Aleena	\$ 147.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 147.25	0.00
Hurlbert, Ronald	\$ 527.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 527.00	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	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Daniela	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Joshua	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Miguelangel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lujan, Vanessa	\$ 408.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 408.00	0.00
Martinez, Aylah	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Martinez, Jeness	\$ 178.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 178.25	0.00
Naranjo, Alexander	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Nazaroff, Rebekah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Negrete, Dean	\$ 1,626.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,626.00	0.00
Pena, Alexis	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Pena, Mercedes	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Sidhu, Nirmal	\$ 2,106.14	\$ -	3.00	\$ 118.47	0.00	\$ -	0.00	\$ -	\$ 2,224.61	0.00
Silva, Jessica	\$ 523.13	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 523.13	0.00
Tovar, Jessica	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Villarreal, Arlene	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.75
TOTAL	\$23,160.18	\$ -	3.00	\$ 118.47	0.00	\$ -	0.00	\$ -	\$ 23,278.65	2.25

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: September 03, 2023 - September 16, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<u>POLICE</u>										
Antuna, Miguel	\$ 2,781.91	\$ -	32.00	\$ 1,415.80	0.00	\$ -	0.00	\$ -	\$ 4,197.71	0.00
Arciga, Jose	\$ 2,878.88	\$ -	5.50	\$ 280.29	12.00	\$ 203.85	0.00	\$ -	\$ 3,363.02	0.00
Barbosa, Isaias	\$ 3,000.10	\$ -	6.25	\$ 332.04	0.00	\$ -	0.00	\$ -	\$ 3,332.15	0.00
Barcoma, Wilbert	\$ 5,051.59	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,051.59	0.00
Barra, Brenden	\$ 2,277.26	\$ -	0.00	\$ -	12.00	\$ 158.20	8.00	\$ 52.73	\$ 2,488.19	26.25
Belding, Jeff	\$ 3,789.47	\$ -	22.50	\$ 1,497.44	0.00	\$ -	0.00	\$ -	\$ 5,286.91	0.00
Castro, Jaclynn	\$ 2,181.88	\$ -	29.00	\$ 1,097.54	0.00	\$ -	0.00	\$ -	\$ 3,279.42	0.00
Chapman, Tom	\$ 3,692.44	\$ -	5.00	\$ 324.10	12.00	\$ 259.28	0.00	\$ -	\$ 4,275.83	0.00
Clark, Patrick	\$ 2,511.53	\$ -	20.00	\$ 896.98	0.00	\$ -	0.00	\$ -	\$ 3,408.51	0.00
Coronado, Krystal	\$ 2,068.77	\$ -	12.00	\$ 443.31	0.00	\$ -	0.00	\$ -	\$ 2,512.08	0.00
Corrales, Edith	\$ 1,560.00	\$ -	9.00	\$ 263.25	0.00	\$ -	0.00	\$ -	\$ 1,823.25	0.00
Cubillos, Theresa	\$ 2,833.43	\$ -	11.00	\$ 556.57	9.00	\$ 151.79	0.00	\$ -	\$ 3,541.79	14.25
Garcia, Andrew	\$ 2,119.38	\$ -	28.00	\$ 1,059.69	0.00	\$ -	0.00	\$ -	\$ 3,179.08	0.00
Gempis, Danzel	\$ 1,922.31	\$ -	7.50	\$ 257.45	12.00	\$ 137.31	0.00	\$ -	\$ 2,317.07	0.00
Gutierrez, Gloria	\$ 252.12	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 252.12	0.00
Inthasone, Bryant	\$ 2,018.31	\$ -	34.65	\$ 1,235.01	0.00	\$ -	0.00	\$ -	\$ 3,253.32	0.00
Irazoqui, Mario	\$ 918.48	\$ 612.25	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,530.73	0.00
Lopez, Matt	\$ 1,221.88	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,221.88	0.00
Lozano, Daniel	\$ 1,636.95	\$ -	5.00	\$ 153.46	0.00	\$ -	0.00	\$ -	\$ 1,790.42	0.00
Lozano, Patricia	\$ 1,353.23	\$ -	1.50	\$ 38.06	0.00	\$ -	0.00	\$ -	\$ 1,391.29	0.00
Mendoza, Sandra	\$ 3,160.64	\$ -	26.50	\$ 1,483.83	0.00	\$ -	0.00	\$ -	\$ 4,644.47	0.00
Molina, Jesus	\$ 2,478.12	\$ -	4.00	\$ 175.22	8.50	\$ 124.12	0.00	\$ -	\$ 2,777.46	9.38
Roth, Adriana	\$ 2,131.27	\$ -	0.00	\$ -	12.00	\$ 147.77	0.00	\$ -	\$ 2,279.04	6.75
Ruiz, Jose	\$ 2,131.27	\$ -	23.50	\$ 868.14	12.00	\$ 147.77	0.00	\$ -	\$ 3,147.18	8.25
Vasquez, Francisco	\$ 1,995.37	\$ -	12.00	\$ 422.22	12.00	\$ 140.74	0.00	\$ -	\$ 2,558.33	6.75
Velez, Bernice	\$ 1,686.52	\$ -	7.00	\$ 221.36	0.00	\$ -	0.00	\$ -	\$ 1,907.88	0.00
Wilkins, Steve	\$ 2,562.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,562.63	0.00
TOTAL:	\$62,215.75	\$ 612.25	\$301.90	\$13,021.77	\$101.50	\$1,470.82	\$8.00	\$ 52.73	\$ 77,373.32	\$ 71.63

PUBLIC WORKS

Arrellano, Antonio	\$ 1,843.08	\$ -	6.00	\$ 201.72	0.00	\$ -	0.00	\$ -	\$ 2,044.80	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,843.08	\$ -	6.00	\$ 201.72	0.00	\$ -	0.00	\$ -	\$ 2,044.80	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,525.08	\$ -	6.00	\$ 165.95	0.00	\$ -	0.00	\$ -	\$ 1,691.02	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,795.18	\$ -	6.00	\$ 196.33	0.00	\$ -	0.00	\$ -	\$ 1,991.52	0.00
Gastelum, Humberto	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Gutierrez Olivarez, Norberto	\$ 1,548.92	\$ -	12.31	\$ 422.28	0.00	\$ -	30.00	\$ 580.85	\$ 2,552.04	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	6.50	\$ 218.53	0.00	\$ -	0.00	\$ -	\$ 2,061.61	0.00
Isaak, Denise	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
Jimenez, Gabriela	\$ 1,598.92	\$ -	6.00	\$ 174.25	0.00	\$ -	0.00	\$ -	\$ 1,773.18	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	0.00
Lopez, Josue	\$ 1,837.54	\$ -	37.25	\$ 1,441.20	0.00	\$ -	33.00	\$ 737.36	\$ 4,016.10	0.00
Morales, Andres	\$ 1,757.69	\$ -	7.00	\$ 224.13	0.00	\$ -	3.00	\$ 64.04	\$ 2,045.87	0.00
Ortiz, Carlos	\$ 1,960.31	\$ -	6.50	\$ 232.82	0.00	\$ -	0.00	\$ -	\$ 2,193.13	0.00
Perez, Ruben Lopez	\$ 1,819.38	\$ -	6.00	\$ 204.68	0.00	\$ -	0.00	\$ -	\$ 2,024.07	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	6.50	\$ 329.98	0.00	\$ -	0.00	\$ -	\$ 3,037.49	0.00
Rivera, Hector	\$ 945.98	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 945.98	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: September 03, 2023 - September 16, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Sanchez, Daniel	\$ 2,694.55	\$ -	6.50	\$ 322.30	0.00	\$ -	0.00	\$ -	\$ 3,016.85	0.00
Soto, Samuel	\$ 2,058.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,058.62	1.50
Tinoco, Alfonso	\$ 2,514.62	\$ -	9.50	\$ 439.01	0.00	\$ -	0.00	\$ -	\$ 2,953.63	0.00
Valdivia, Blanco	\$ 1,676.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,676.00	1.50
TOTAL	\$47,750.04	\$ -	128.06	\$ 4,774.91	0.00	\$ -	66.00	\$1,382.24	\$ 53,907.19	3.00

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	6.00
Campos, Manuel	\$ 1,802.46	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,802.46	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	\$ 2,183.08	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 2,183.08	0.00
TOTAL	\$11,046.23	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 11,046.23	6.00

PLANNING

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

COUNCIL

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

	Total	\$ 375.00		Total				\$ 500.00		
GRAND TOTAL:	\$178,469.66	\$610.25	448.68	\$18,586.34	101.50	\$1,470.82	75.00	\$1,434.98	\$200,572.05	86.25

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 10/2/2023 6:24 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
27656	10021 0140605-IN	ALERT O LITE STRTS- MARKING PAINT & CHALK- FOR U	09/22/2023	538.15
Total for Check Number 27656:				538.15
27657	10040 287286967034X09 287287185708 287287978139X09 287288087181X09	AT&T MOBILITY PD- SEPTEMBER MDT WIRELESS SERVICE PD- SRO CELL PHONE- JULY & AUG PD- SEPTEMBER CELL SERVICE PD- ACT CELL PHONE I PAD SERVICE- JUL	09/22/2023	456.21 426.98 726.13 260.32
Total for Check Number 27657:				1,869.64
27658	10920 091323	JEFF BELDING PD- 3 DAY SUBSISTENCE SLI TRAINING- S	09/22/2023	114.00
Total for Check Number 27658:				114.00
27659	12476 071723 082823	RUTH BELMONTE BPO- CODE: REIMBURSEMENT UNIFORM BPO- CODE: REIMBURSEMENT UNIFORM	09/22/2023	151.67 151.68
Total for Check Number 27659:				303.35
27660	11917 BA_6178_2023 BA_6235_2023	BLAIS & ASSOCIATES LLC ADM- SGC CRC-IMPLEMENTATION KERM. ADM- KRM GRANT RESEARCH AND SUPP	09/22/2023	14,362.50 2,344.00
Total for Check Number 27660:				16,706.50
27661	10617 682445	C A REDING CO INC REC- CTC- LANIER MP C307 AUG	09/22/2023	28.03
Total for Check Number 27661:				28.03
27662	10092 329969	CENTRAL VALLEY TOXICOLOGY INC PD- ETHYL ALCOHOL & ABUSE SCREEN K	09/22/2023	78.00
Total for Check Number 27662:				78.00
27663	11259 264051 264051 264051 264051 264051 264051 264051 264051 264051 264051	CIVIC PLUS INC ADM- WEBSITE IMPLEMENTATION & PACI ADM- WEBSITE IMPLEMENTATION & PACI ADM- WEBSITE IMPLEMENTATION & PACI ADM- WEBSITE IMPLEMENTATION & PACI ADM- WEBSITE IMPLEMENTATION & PACI ADM- WEBSITE IMPLEMENTATION & PACI ADM- WEBSITE IMPLEMENTATION & PACI ADM- WEBSITE IMPLEMENTATION & PACI ADM- WEBSITE IMPLEMENTATION & PACI ADM- WEBSITE IMPLEMENTATION & PACI	09/22/2023	356.63 1,602.32 178.31 356.63 178.31 178.32 356.63 445.16 356.62 356.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		356.63
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		178.31
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		445.16
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		178.31
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		445.16
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		890.32
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		178.31
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		445.16
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		1,780.65
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		178.32
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		1,780.65
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		356.63
	264051	ADM- WEBSITE IMPLEMENTATION & PACI		890.32
Total for Check Number 27663:				12,469.49
27664	10104	COMCAST	09/22/2023	
	815550021014764	FIN- TECHNOLOGY SERVICES 09/14/23-10/		191.20
	815550021026546	TECH- TECH SVC 09/14/23-10/23/23 (SR CTR		153.64
	815550021026548	TECH- TECH SVC 09/14/23-10/23/23 (COMM		153.64
Total for Check Number 27664:				498.48
27665	10115	CSJVRMA	09/22/2023	
	RMA-2024-0103	VAR- 2ND QTR LIABILITY PROGRAM		1,682.12
	RMA-2024-0103	VAR- 2ND QTR LIABILITY PROGRAM		37,847.70
	RMA-2024-0103	VAR- 2ND QTR WORKERS COMP DEPOSIT		101,785.00
	RMA-2024-0103	VAR- 2ND QTR LIABILITY PROGRAM		11,774.84
	RMA-2024-0103	VAR- 2ND QTR LIABILITY PROGRAM		3,364.24
	RMA-2024-0103	VAR- 2ND QTR LIABILITY PROGRAM		12,615.90
	RMA-2024-0103	VAR- 2ND QTR LIABILITY PROGRAM		1,261.59
	RMA-2024-0103	VAR- 2ND QTR LIABILITY PROGRAM		9,672.19
	RMA-2024-0103	VAR- 2ND QTR LIABILITY PROGRAM		1,682.12
	RMA-2024-0103	VAR- 2ND QTR LIABILITY PROGRAM		4,205.30
Total for Check Number 27665:				185,891.00
27666	10128	DEPARTMENT OF JUSTICE	09/22/2023	
	677493	PD- BLOOD ALCOHOL ANALYSIS 10@ 35 E		385.00
	679682	PD- FINGERPRINT APPS EMPLOYEE STEVI		81.00
Total for Check Number 27666:				466.00
27667	11398	FASTSIGNS	09/22/2023	
	FRES-100385	REC- KFM EBT SIGNS (2)		111.78
Total for Check Number 27667:				111.78
27668	10157	FERGUSON ENTERPRISES INC	09/22/2023	
	1811942	WTR- CURB KEY VALVE KEY VALVE WREI		998.40
	1811953	WTR- CURB KEY CURB WRENCHES		529.46
Total for Check Number 27668:				1,527.86
27669	10162	FRESNO COUNTY TREASURER	09/22/2023	
	SO20893	PD- DISPATCHING SERVICES SEPTEMBER		22,290.18
Total for Check Number 27669:				22,290.18
27670	10177	GAMETIME	09/22/2023	
	PJI-0217146	REC- DOUBLE SEAT REPLACEMENT- ROT/		373.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27670:				373.44
27671	11358	GREAT AMERICA FINANCIAL SERVICE	09/22/2023	
	34757597	PD- PATROL OPS COPIER/FAX		151.48
	34861677	WTR- LANIER MP5404- PUBLIC WORKS		93.72
	34861677	SWR- LANIER MP5404- PUBLIC WORKS		93.72
Total for Check Number 27671:				338.92
27672	12187	HAMNER JEWELL & ASSOCIATES	09/22/2023	
	202931	CS- PROFESSIONAL SERVICES AUG 2023- F		60.00
Total for Check Number 27672:				60.00
27673	10204	IDTS INC	09/22/2023	
	40459	PD- ANNUAL ENROLLMENT- BERNICE VE		10.00
	40459	PD- DRUG TEST- STEPHEN WILKINS		69.00
Total for Check Number 27673:				79.00
27674	10230	KENT M KAWAGOE PHD	09/22/2023	
	AUG2023-C	PD- PSYCH: STEVE WILKINS		325.00
Total for Check Number 27674:				325.00
27675	BP-M &	M & M POOLS & DESIGN INC	09/22/2023	
	23-RES-0340	BPO- PERMIT 23-RES-0340 15811 MIDDLET		136.52
Total for Check Number 27675:				136.52
27676	11703	MAVERICK DATA SYSTEMS LLC	09/22/2023	
	083023	PD- YEARLY SUBSCRIPTION TO WARRANT		250.00
Total for Check Number 27676:				250.00
27677	10260	METRO UNIFORM & ACCESSORIES	09/22/2023	
	268261	PD- UNIFORMS/EQUIPMENT CHIEF WILKI		1,792.31
Total for Check Number 27677:				1,792.31
27678	10262	MID VALLEY DISTRIBUTORS INC	09/22/2023	
	1297692	SWR- STAINLESS THREAD ROD FOR REPA		413.13
Total for Check Number 27678:				413.13
27679	10282	OFFICE DEPOT	09/22/2023	
	328736681001	BPO- OFFICE SUPPLIES- LABELS FOLDERS		16.75
	328736681001	BPO- GENERAL SUPPLIES- PRESS BOARD		30.12
	328736681001	BPO- OFFICE SUPPLIES- LABELS FOLDERS		16.75
	328736681001	BPO- GENERAL SUPPLIES- PRESS BOARD		30.13
Total for Check Number 27679:				93.75
27680	10289	P.G.& E.	09/22/2023	
	4647279811-8	PD- POLICE DEPT AUG		4,700.65
	6039473144-6	CS- TRINIS PARK- PG&E AUG 2023		201.91
	6825025396-7	ADM- MONTHLY UTILITIES- AUGUST		226.15
	6825025396-7	ADM- MONTHLY UTILITIES- AUGUST		301.53
	6825025396-7	ADM- MONTHLY UTILITIES- AUGUST		904.58
	6825025396-7	ADM- MONTHLY UTILITIES- AUGUST		301.53
	6825025396-7	ADM- MONTHLY UTILITIES- AUGUST		226.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	6825025396-7	ADM- MONTHLY UTILITIES- AUGUST		904.58
	6825025396-7	ADM- MONTHLY UTILITIES- AUGUST		226.14
	6825025396-7	ADM- MONTHLY UTILITIES- AUGUST		301.53
	6825025396-7	ADM- MONTHLY UTILITIES- AUGUST		226.14
	8542225974-8	WTR 71%- SOLAR CONNECTION FEE 05/24		6.20
	8542225974-8	VARIOUS 3%- SOLAR CONNECTION FEE 0:		0.07
	8542225974-8	VARIOUS 3%- SOLAR CONNECTION FEE 0:		0.02
	8542225974-8	VARIOUS 3%- SOLAR CONNECTION FEE 0:		0.02
	8542225974-8	VARIOUS 3%- SOLAR CONNECTION FEE 0:		0.02
	8542225974-8	PARKS 1%- SOLAR CONNECTION FEE 05/2-		0.09
	8542225974-8	VARIOUS 3%- SOLAR CONNECTION FEE 0:		0.02
	8542225974-8	VARIOUS 3%- SOLAR CONNECTION FEE 0:		0.07
	8542225974-8	SWR 1%- SOLAR CONNECTION FEE 05/24-(		0.09
	8542225974-8	VARIOUS 3%- SOLAR CONNECTION FEE 0:		0.02
	8542225974-8	PLAN REC 1%- SOLAR CONNECTION FEE (		0.09
	8542225974-8	VE 3%- SOLAR CONNECTION FEE 05/24-06		0.26
	8542225974-8	CTC 7%- SOLAR CONNECTION FEE 05/24-0		0.61
	8542225974-8	VARIOUS 3%- SOLAR CONNECTION FEE 0:		0.02
	8542225974-8	PD 5%- SOLAR CONNECTION FEE 05/24-06/		0.44
	8542225974-8	REC 6%- SOLAR CONNECTION FEE 05/24-0		0.53
	8542225974-8	SC 2%- SOLAR CONNECTION FEE 05/24-06/		0.18
	8542225974-8	VARIOUS 3%- SOLAR CONNECTION FEE 0:		0.03
	8820061503-2	CS- COLEMAN BALLFIELD PG%E AUG 202		1,894.65
Total for Check Number 27680:				10,424.31
27681	12437 79853	PATCH SUPPLY PD- PATCHES- CHEVRONS STRIPES AND P	09/22/2023	656.64
Total for Check Number 27681:				656.64
27682	10305	PITNEY BOWES BANK INC PURCHASI	09/22/2023	
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.63
	8000-9090-0159-	VAR- POSTAGE FOR METER		31.09
	8000-9090-0159-	VAR- POSTAGE FOR METER		37.80
	8000-9090-0159-	VAR- POSTAGE FOR METER		98.37
	8000-9090-0159-	VAR- POSTAGE FOR METER		22.05
	8000-9090-0159-	VAR- POSTAGE FOR METER		9.79
	8000-9090-0159-	VAR- POSTAGE FOR METER		5.67
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.63
Total for Check Number 27682:				206.03
27683	10304	PITNEY BOWES GLOBAL FIN SERV LI	09/22/2023	
	3106249047	VAR- 1ST QTR RENT POSTAGE/FOLDER M/		274.64
	3106249047	VAR- 1ST QTR RENT POSTAGE/FOLDER M/		419.61
	3106249047	VAR- 1ST QTR RENT POSTAGE/FOLDER M/		89.82
	3106249047	VAR- 1ST QTR RENT POSTAGE/FOLDER M/		464.53
	3106249047	VAR- 1ST QTR RENT POSTAGE/FOLDER M/		419.64
	3106249047	VAR- 1ST QTR RENT POSTAGE/FOLDER M/		29.95
Total for Check Number 27683:				1,698.19
27684	12026	PRECISION CIVIL ENGINEERING INC	09/22/2023	
	28638	BPO- PLAN PROFESSIONAL SERVICES- 21.		580.00
	28639	BPO- PLAN PROFESSIONAL SERVICES- 21.		398.75
	28640	BPO- PROCESSING OF APPLICATION PER C		1,558.75
	28640	BPO- CEQA SERVICE COST REIMBURSEMI		9,806.25
	28644	BPO- PLAN PROFESSIONAL SERVICES- 21-		1,570.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27684:	13,913.75
27685	10316	R G EQUIPMENT OF FRESNO INC	09/22/2023	
	150215	EQUIP- LUBRICANT FOR EQUIPMENT		154.33
	151221	EQUIP- LUBRICANT FOR EQUIPMENT		154.33
			Total for Check Number 27685:	308.66
27686	11994	RAIN DROP PRODUCTS INC	09/22/2023	
	0025374-IN	CS- 60 METER M12 FLYING LEAD- TRINIS I		238.67
			Total for Check Number 27686:	238.67
27687	10986	ROTARY CLUB OF KERMAN	09/22/2023	
	3955775	REC- ROTARY CLUB 23/24 FY DUES		375.00
	3955775	SWR- ROTARY CLUB 23/24 FY DUES		187.50
	3955775	ADM- ROTARY CLUB 23/24 FY DUES		375.00
	3955775	PD- ROTARY CLUB 23/24 FY DUES		375.00
	3955775	REC- ROTARY CLUB 23/24 FY DUES		187.50
			Total for Check Number 27687:	1,500.00
27688	12475	SAN JOAQUIN PEST CONTROL	09/22/2023	
	293374	CS- PEST CONTROL PW- INITIAL SERVICE		650.00
			Total for Check Number 27688:	650.00
27689	10329	SAN JOAQUIN VALLEY AIR POLL	09/22/2023	
	C352287/C3947	WTR- PERMIT #C3947 110123-103124- GENE		143.00
	C352287/C3947	SWR- PERMIT #C3947 110123-103124- GENE		577.00
	C352290/C4369	WTR- PERMIT #C4369- 15201 W CALIFORN		290.00
	C352296/C6994	PD- PERMIT # 6994 - 850 S MADERA KPD		290.00
	C352323/C8058	WTR- PERMIT #C8058 15610 W C ST WELL		290.00
			Total for Check Number 27689:	1,590.00
27690	12368	SPECIALTY HOSE EXPRESS LLC	09/22/2023	
	57373	WTR- 1/2" FITTING & THREAD TAPE		10.37
			Total for Check Number 27690:	10.37
27691	11907	SPRINGBROOK HOLDING COMPANY I	09/22/2023	
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-27.84
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-27.84
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-448.48
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-352.92
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-55.69
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-55.69
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-139.22
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-69.61
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-142.31
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-2,130.96
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-313.24
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-352.92
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-125.29
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-313.24
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-278.44
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-352.95
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-27.84
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-27.84
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNT		-27.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNTING		-640.39
	INV-000477	FIN- ANNUAL SUPPORT-CREDIT ACCOUNTING		-125.29
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		222.86
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		438.54
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		197.33
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		3,201.67
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		493.36
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		87.71
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		109.64
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		682.12
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		43.85
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		43.85
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		1,886.59
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		43.85
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		197.33
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		219.27
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		493.36
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		534.60
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		87.71
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		534.60
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		1,008.66
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		43.85
	INV-006782	FIN- ANNUAL SUPPORT-ACCOUNTING SOFTWARE		534.60
Total for Check Number 27691:				5,069.51
27692	10357 27861	TAYLOR MADE IRRIGATION WTR- PARTS FOR PUMP	09/22/2023	61.43
Total for Check Number 27692:				61.43
27693	10371 23-189	TJ LAW & ASSOCIATES INVESTIGATIVE PD- LAW ENFORCEMENT BACKGROUND INVESTIGATION	09/22/2023	700.00
Total for Check Number 27693:				700.00
27694	10381 0911-23-4	UNITED HEALTH CENTERS PD- PRE-EMPLOYMENT PHYSICAL- STEVENSON	09/22/2023	150.00
Total for Check Number 27694:				150.00
27695	10717 1759 1768	VORTAL INC ADM- MONTHLY WEB HOSTING & MTG JULY ADM- MONTHLY WEB HOSTING & MTG AUGUST	09/22/2023	150.00 150.00
Total for Check Number 27695:				300.00
27696	12170 1159270 1159270	WEBSTER BANK PFA-DEBT SERVICE - INTEREST PAYMENT PFA-DEBT SERVICE - PRINCIPAL PAYMENT	09/22/2023	34,753.95 173,000.00
Total for Check Number 27696:				207,753.95
27697	11355 1603004 1605384	BADGER METER FIN- 150 CELLULAR METER BOX LIDS FOR FIN- 150 CELLULAR ENDPOINTS FOR REPLACEMENT	09/22/2023	9,807.75 22,230.90
Total for Check Number 27697:				32,038.65
27698	11892 106451	MUNIQUELL LLC SWR- PULSAR BLACK BOX	09/22/2023	1,277.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27698:	1,277.32
27699	12474 062323	NATIONAL ASSOCIATION OF SCHOOL PD- NASRO BASIC SRO TRAINING OFC J M	09/22/2023	500.00
			Total for Check Number 27699:	500.00
27700	10290 50061192V1	PACIFIC GAS & ELECTRIC ADM- WELL 18 APPLICATION FOR SERVIC	09/22/2023	17,073.52
			Total for Check Number 27700:	17,073.52
27701	10717	VORTAL INC	09/22/2023	
	1517	ADM- MONTHLY WEB HOSTING & MTG JA		50.00
	1524	ADM- MONTHLY WEB HOSTING & MTG FI		50.00
	1529	ADM- MONTHLY WEB HOSTING & MTG M		50.00
	1534	ADM- MONTHLY WEB HOSTING & MTG AI		50.00
	1543	ADM- MONTHLY WEB HOSTING & MTG M		50.00
	1550	ADM- MONTHLY WEB HOSTING & MTG JU		50.00
	1566	ADM- MONTHLY WEB HOSTING & MTG JU		50.00
	1573	ADM- MONTHLY WEB HOSTING & MTG AI		50.00
	1578	ADM- MONTHLY WEB HOSTING & MTG SI		50.00
	1591	ADM- MONTHLY WEB HOSTING & MTG OI		50.00
	1598	ADM- MONTHLY WEB HOSTING & MTG NI		50.00
	1605	ADM- MONTHLY WEB HOSTING & MTG DI		50.00
	1615	ADM- MONTHLY WEB HOSTING & MTG JA		50.00
	1622	ADM- MONTHLY WEB HOSTING & MTG FI		50.00
	1627	ADM- MONTHLY WEB HOSTING & MTG M		50.00
	1636	ADM- MONTHLY WEB HOSTING & MTG AI		50.00
	1645	ADM- MONTHLY WEB HOSTING & MTG M		50.00
	1660	ADM- MONTHLY WEB HOSTING & MTG JU		150.00
	1667	ADM- MONTHLY WEB HOSTING & MTG JU		150.00
	1673	ADM- MONTHLY WEB HOSTING & MTG AI		150.00
	1681	ADM- MONTHLY WEB HOSTING & MTG SI		150.00
	1692	ADM- MONTHLY WEB HOSTING & MTG OI		150.00
	1699	ADM- MONTHLY WEB HOSTING & MTG NI		150.00
	1705	ADM- MONTHLY WEB HOSTING & MTG DI		150.00
	1715	ADM- MONTHLY WEB HOSTING & MTG JA		150.00
	1723	ADM- MONTHLY WEB HOSTING & MTG FI		150.00
	1730	ADM- MONTHLY WEB HOSTING & MTG M		150.00
	1737	ADM- MONTHLY WEB HOSTING & MTG AI		150.00
	1745	ADM- MONTHLY WEB HOSTING & MTG M		150.00
	1751	ADM- MONTHLY WEB HOSTING & MTG JU		150.00
	718	FIN- BUSINESS LICENSE 2017-2023		-392.31
	718	FIN- STATE FEE 2017-2023		-22.00
			Total for Check Number 27701:	2,385.69
			Total for 9/22/2023:	545,261.22
27702	10021 TT030706	ALERT O LITE SFO- TRAFFIC CONTROL EQUIPMENT FOR	09/28/2023	1,250.15
			Total for Check Number 27702:	1,250.15
27703	10029 2093743-00	ALLIED ELECTRIC SWR- POWER RELAYS FOR DYNABLEND S	09/28/2023	31.57

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27703:				31.57
27704	12257 09/23/2023 10012023	AMERITAS LIFE INSURANCE CORP HR CLAIMS FUNDING ENDING 09/09/2023 HR OCTOBER DENTAL ADMIN FEES	09/28/2023	1,589.42 724.50
Total for Check Number 27704:				2,313.92
27705	10054 232560008065	BLUE SHIELD OF CALIFORNIA HR OCTOBER MEDICAL COVERAGE	09/28/2023	51,243.49
Total for Check Number 27705:				51,243.49
27706	12348 8317703	BRADY INDUSTRIES CS- JANITORIAL SUPPLIES- SEPT 2023	09/28/2023	17.22
Total for Check Number 27706:				17.22
27707	12162 8587449	BRIGHTVIEW LANDSCAPE SERVICES ST TREE TRIM- TREE REMOVAL & STUMP	09/28/2023	2,560.00
Total for Check Number 27707:				2,560.00
27708	10064 40417 40417 40417 40417 40417	CAL VALLEY PRINTING SWR- POLOS STRTS- POLOS PARKS- POLOS WTR- POLOS LLD- POLOS	09/28/2023	100.02 100.03 100.02 100.02 100.03
Total for Check Number 27708:				500.12
27709	10082 INV122307	CARROT-TOP INDUSTRIES INC CS- 3 X 5 NYLON CALIFORNIA FLAG (1)	09/28/2023	336.81
Total for Check Number 27709:				336.81
27710	12450 P230829 P230829 P230829 P230829 P230829 P230829 P230829 P2308296	DELTA SAND GRAVEL & RECYCLING STRTS- CONCRETE DEMO & REMOVAL PW STRTS- CONCRETE DEMO & REMOVAL PW STRTS- CONCRETE DEMO & REMOVAL PW STRTS- CONCRETE DEMO & REMOVAL PW STRTS- CONCRETE DEMO & REMOVAL PW STRTS- CONCRETE DEMO & REMOVAL PW STRTS- CONCRETE DEMO & REMOVAL PW STRTS- CONCRETE DEMO & REMOVAL PW	09/28/2023	8,450.63 850.00 5,120.00 4,800.00 6,400.00 3,840.00 850.00 3,849.42
Total for Check Number 27710:				34,160.05
27711	10129 NEW LIC QAC B NEW LIC QAC B NEW LIC QAC B	DEPARTMENT OF PESTICIDE REG STRTS - QAC- DANIEL SANCHEZ PARKS - QAC- DANIEL SANCHEZ LLD- QAC- DANIEL SANCHEZ	09/28/2023	16.67 16.66 16.67
Total for Check Number 27711:				50.00
27712	12480 00352393	MARITZA DIAZ CTC- SH DEPOSIT 09/23/2023	09/28/2023	150.00
Total for Check Number 27712:				150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
27713	10144	ELBERT DISTRIBUTING INC	09/28/2023	
	PI0054517	VE MAINT OIL CHANGE KIT, WINDSHIELD		186.86
	PI0054517	PD OIL CHANGE KIT, WINDSHIELD WSAH		186.86
Total for Check Number 27713:				373.72
27714	11550	FRESNO COUNTY SHERIFFS OFFICE -	09/28/2023	
	2022-5723	C FTB-WAGE GARNISHMENT P/R DATE 09/		137.00
Total for Check Number 27714:				137.00
27715	10161	FRESNO COUNTY TREASURER	09/28/2023	
	10020505	VE- AUTO REP/MAINT MODEL PLAN		358.00
	10020585	VE- HAZ WASTE GENERATOR (SQG)		258.00
	10020616	VE- STATE CUPA OVERSIGHT SURCHARGE		84.00
Total for Check Number 27715:				700.00
27716	10185	GRAINGER	09/28/2023	
	9844762816	CS- LIGHT BULBS - PLAZA PARK STREET I		30.29
	9844966532	CS- LIGHT BULBS (36)		107.10
	9845336602	CS- LIGHT BULBS (2)- PLAZA PARK STREE		60.56
Total for Check Number 27716:				197.95
27717	11358	GREAT AMERICA FINANCIAL SERVICE	09/28/2023	
	34861675	WTR LANIER MPC307 COPIER WWTP		74.62
	34861675	SWR LANIER MPC307 COPIER WWTP FOR		74.62
Total for Check Number 27717:				149.24
27718	10514	ICAD INC	09/28/2023	
	17380	WTR- WELL 9 14 17 PLC/HMI UPGRADES P		7,209.83
	17381	WELL 9 14 17 PLC/HMI UPGRADES PMT 3 C		6,179.86
Total for Check Number 27718:				13,389.69
27719	11923	JOE A GONSALVES & SON	09/28/2023	
	161042	ADM- PROFESSIONAL LEGISLATIVE REPR		1,250.00
Total for Check Number 27719:				1,250.00
27720	10250	LIEBERT CASSIDY WHITMORE	09/28/2023	
	249418	ADM- ADMIN-HR PERSONNEL MATTER 08		261.00
	249937	ADM- ADMIN-HR PERSONNEL MATTER 08		2,430.50
Total for Check Number 27720:				2,691.50
27721	11746	LINE X OF CLOVIS	09/28/2023	
	201	VE CAP- LIGHTBAR #1555		925.66
	202	VE CAP- STEP BARS #1555		448.91
	253	VE CAP- LIGHTBAR #1554		925.66
	259	VE CAP- STEP BARS #1554		448.91
	264	VE CAP- SIDE STEPS #1556		448.91
	275	VE CAP- LIGHTBAR #1556		925.66
	276	VE CAP- LIGHTBAR #1553		925.66
	278	VE CAP- SIDE STEPS #1553		448.91
Total for Check Number 27721:				5,498.28
27722	11096	LOZANO SMITH LLP	09/28/2023	
	2197312	ADM ADMIN-HR PERSONNEL MATTER 08/		60.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27722:				60.00
27723	10678	MAC'S EQUIPMENT INC	09/28/2023	
	08332474	EQUIP- PARTS FOR MOWER		222.10
	267662	VE SUPP- ANGLE ADAPTER KNIFE		79.52
	267664	VE REP- FIRST AID KIT-PW TRUCK		49.03
	267825	EQUIP- HYDRAULIC FLUID FOR CAT LOAI		93.70
	267939	VE CAP- POWER INVETER FOR NEW TRUC		272.44
	268157	VE MAINT- CABIN AIR FILTER		22.88
	268651	VE CAP- BACK UP ALARMS- NEW TRUCK		58.82
	269649	VE CAP- BATTERY CABLE 6GA WORE CAB		420.85
	269650	VE CAP- MULTI BALL MOUNT- HITCH		108.96
Total for Check Number 27723:				1,328.30
27724	10335	MADERA FORD	09/28/2023	
	53082	VE REP- Hoses, Belt, Seal, Tube, Sensor #1402		370.44
Total for Check Number 27724:				370.44
27725	11442	MINTIER HARNISH LP	09/28/2023	
	KERMAN SB2-27	BPO- CITY RETAINER OF 10% OF FINAL IN		-5,034.00
	KERMAN SB2-27	BPO- CONTRACT PLANNING SERVICES- SI		50,346.47
Total for Check Number 27725:				45,312.47
27726	10266	MOORE TWINING ASSOCIATES INC	09/28/2023	
	3376333	WTR- LEAD & COPPER TESTING- SPECIAL		720.00
Total for Check Number 27726:				720.00
27727	10272	MUTUAL OF OMAHA	09/28/2023	
	001585811263	HR- OCTOBER LTD INS EMPLOYER		616.30
	001585811263	HR- OCTOBER VOLUNTARY LIFE		1,185.12
	001585811263	HR- OCTOBER LIFE INSURANCE		478.19
	001585811263	HR- OCTOBER LTD INS EMPLOYEE		616.29
Total for Check Number 27727:				2,895.90
27728	12356	NOTORIOUS GRAFIX	09/28/2023	
	2437	WTR CITY LOGO HATS		75.85
	2437	LLD CITY LOGO HATS		75.85
	2437	VE CITY LOGO HATS		75.84
	2437	SWR CITY LOGO HATS		75.85
	2437	PARKS CITY LOGO HATS		75.84
	2437	STRTS CITY LOGO HATS		75.84
Total for Check Number 27728:				455.07
27729	10282	OFFICE DEPOT	09/28/2023	
	328650947-003	CS- NUTRITION- FRIDGE THERMOMETER		10.89
	328651266-001	CS- RA-SECURITY KEY CABINET		45.32
	329534562001	WTR- PAPER CARD STOCK BINDER CLIPS		24.16
	329534562001	LLD- PAPER CARD STOCK BINDER CLIPS		24.16
	329534562001	PARKS- PAPER CARD STOCK BINDER CLIF		24.16
	329534562001	SD- PAPER CARD STOCK BINDER CLIPS		24.15
	329534562001	SWR- PAPER CARD STOCK BINDER CLIPS		24.16
	329534562001	STRTS- PAPER CARD STOCK BINDER CLIP		24.15
	329541832001	STRTS- PHONE CORD		1.63
	329541832001	SWR- PHONE CORD		1.63
	329541832001	LLD- PHONE CORD		1.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	329541832001	SD- PHONE CORD		1.64
	329541832001	PARKS- PHONE CORD		1.64
	329541832001	WTR- PHONE CORD		1.63
Total for Check Number 27729:				210.95
27730	10289	P.G.& E.	09/28/2023	
	0008223379-2	WTR- CASE #3864875-ENGINEERING ADVA		3,000.00
	2881141119-9	CS- CNG VEHICLES FUEL- SEPT 2023		226.54
	6206788690-3	CS- CS ELECTRICITY & GAS- AUG 2023		100.00
	6206788690-3	CS- CS ELECTRICITY & GAS- AUG 2023		2,530.80
	6206788690-3	CS- CS ELECTRICITY & GAS- AUG 2023		4,259.47
	6206788690-3	CS- CS ELECTRICITY & GAS- AUG 2023		1,313.41
	8970493475-4	PARKS- KERCKHOFF PARK 08/09/23-09/07/2		108.99
Total for Check Number 27730:				11,539.21
27731	10301	PETTY CASH	09/28/2023	
	092123	VAR- REPLENISH PETTY CASH		19.42
	092123	VAR- REPLENISH PETTY CASH		6.00
	092123	VAR- REPLENISH PETTY CASH		6.00
	092123	VAR- REPLENISH PETTY CASH		12.35
	092123	VAR- REPLENISH PETTY CASH		15.75
	092123	VAR- REPLENISH PETTY CASH		15.76
	092123	VAR- REPLENISH PETTY CASH		15.24
	092123	VAR- REPLENISH PETTY CASH		6.00
	092123	VAR- REPLENISH PETTY CASH		37.10
	092123	VAR- REPLENISH PETTY CASH		9.73
	092123	VAR- REPLENISH PETTY CASH		23.21
	092123	VAR- REPLENISH PETTY CASH		9.72
	092123	VAR- REPLENISH PETTY CASH		55.00
	092123	VAR- REPLENISH PETTY CASH		19.41
	092123	VAR- REPLENISH PETTY CASH		7.08
	092123	VAR- REPLENISH PETTY CASH		30.26
Total for Check Number 27731:				288.03
27732	10316	R G EQUIPMENT OF FRESNO INC	09/28/2023	
	151937	EQUIP- BLADES BELTS		195.50
Total for Check Number 27732:				195.50
27733	10596	RED WING BUSINESS ADVANTAGE AC	09/28/2023	
	2023091008742	PW-VAR-SAFETY BOOTS- GABRIEL JIMEN		25.00
	2023091008742	PW-VAR-SAFETY BOOTS- ANTONIO ARRE		20.00
	2023091008742	PW-VAR-SAFETY BOOTS- ANTONIO ARRE		20.00
	2023091008742	PW-VAR-SAFETY BOOTS- ANTONIO ARRE		20.00
	2023091008742	PW-VAR-SAFETY BOOTS- GABRIEL JIMEN		25.00
	2023091008742	PW-VAR-SAFETY BOOTS- ANTONIO ARRE		61.16
	2023091008742	PW-VAR-SAFETY BOOTS- ANTONIO ARRE		20.00
	2023091008742	PW-VAR-SAFETY BOOTS- GABRIEL JIMEN		25.00
	2023091008742	PW-VAR-SAFETY BOOTS- ANTONIO ARRE		20.00
	2023091008742	PW-VAR-SAFETY BOOTS- GABRIEL JIMEN		25.00
	2023091008742	PW-VAR-SAFETY BOOTS- GABRIEL JIMEN		65.75
	20230914008742	PW-VAR-SAFETY BOOTS- GUADALUPE GA		50.00
	20230914008742	PW-VAR-SAFETY BOOTS- ARMANDO CAM		22.00
	20230914008742	PW-VAR-SAFETY BOOTS- ARMANDO CAM		148.66
	20230914008742	PW-VAR-SAFETY BOOTS- ARMANDO CAM		22.00
	20230914008742	PW-VAR-SAFETY BOOTS- GUADALUPE GA		50.00
	20230914008742	PW-VAR-SAFETY BOOTS- GUADALUPE GA		111.81
	20230914008742	CS-VAR-SAFETY BOOTS- DEAN NEGRETE		111.81

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	20230914008742	PW-VAR-SAFETY BOOTS- ARMANDO CAM		18.00
	20230914008742	CS-VAR-SAFETY BOOTS- DEAN NEGRETE		10.00
	20230914008742	PW-VAR-SAFETY BOOTS- ARMANDO CAM		20.00
	20230914008742	PW-VAR-SAFETY BOOTS- ARMANDO CAM		18.00
	20230914008742	CS-VAR-SAFETY BOOTS- DEAN NEGRETE		90.00
			Total for Check Number 27733:	999.19
27734	11714 23-09	ROD CARSEY BPO- PLAN CHECK FEES- AUG 2023	09/28/2023	3,082.82
			Total for Check Number 27734:	3,082.82
27735	12479 00350617	MICHELLE RODRIGUEZ CTC- SH DEPOSIT 09/24/2023	09/28/2023	150.00
			Total for Check Number 27735:	150.00
27736	12475 298459	SAN JOAQUIN PEST CONTROL CS- PEST CONTROL PW SEPT 23	09/28/2023	105.00
			Total for Check Number 27736:	105.00
27737	10784 092023	ELENA SANCHEZ REC- PG PARK RIBBON CUTTING	09/28/2023	95.00
			Total for Check Number 27737:	95.00
27738	11650 134711702-001	SITEONE LANDSCAPE SUPPLY COMP/ PARKS- 14 GUAGE WIRE HUNTER DECODI	09/28/2023	989.94
			Total for Check Number 27738:	989.94
27739	10561 INV00785530	SOUTHERN COMPUTER WAREHOUSE FIN- 1 HP COMPUTER AND 2-24" MONITOR	09/28/2023	1,074.32
			Total for Check Number 27739:	1,074.32
27740	11460 Q2024443 Q2024582 Q2024583	SUPERIOR POOL PRODUCTS LLC WTR-1 - 53 GAL DRUM SANI CHLOR WELL WTR- 100 GAL BULK CHLORINE WELL 17 WTR- 170 GAL BULK CHLORINE-WELL 9A	09/28/2023	696.64 379.78 632.27
			Total for Check Number 27740:	1,708.69
27741	10357 27886 27962	TAYLOR MADE IRRIGATION STRTS- PVC PIPE WTR- GASKETS	09/28/2023	154.74 30.08
			Total for Check Number 27741:	184.82
27742	10754 765979299	THE HOME DEPOT PRO-SUPPLY WORL CS- HVAC THERMOSTAT- SR CTR	09/28/2023	270.86
			Total for Check Number 27742:	270.86
27743	11502 37221659 37222868	TIREHUB LLC VE REP- 2-245/75/17 TIRES # 1510 VE REP- 4-245/75/17 TIRES STOCK	09/28/2023	473.75 940.48
			Total for Check Number 27743:	1,414.23
27744	10382	UNITED RENTALS NORTH AMERICA I	09/28/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	224235084-001	SDWLK REP- CONCRETE PLANER RENTAL		649.63
			Total for Check Number 27744:	649.63
27745	12290 380000048232	VERIZON VE- VEHICLE TRACKING SUBSCRIPTION-	09/28/2023	720.10
			Total for Check Number 27745:	720.10
27746	10406 78011 78011	WEST HILLS OIL INC VE- FUEL- AUG 16-31 VE- ACT PROGRAM PD	09/28/2023	7,387.44 366.73
			Total for Check Number 27746:	7,754.17
27747	11035 1500-00969343	WORLD OIL ENVIRONMENTAL SERVI VE- USED OIL DISPOSAL	09/28/2023	50.00
			Total for Check Number 27747:	50.00
			Total for 9/28/2023:	199,625.35
			Report Total (92 checks):	744,886.57

Accounts Payable

Checks by Date - Detail by Check Date

User: JAlvarez
 Printed: 10/6/2023 12:13 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	09/22/2023	
	092223	C PR TAX DEPOSIT- SDI PAYABLE= SDI AM		1,641.98
	092223	C PR TAX DEPOSIT- SIT PAYABLE= PIT AM		4,715.44
Total for this ACH Check for Vendor 10147:				6,357.42
ACH	10517	FEDERAL TAXES PAYROLL	09/22/2023	
	092223	C PAYROLL TAX DEPOSIT- FIT PAYABLE=		11,419.50
	092223	C PAYROLL TAX DEPOSIT- FICA PAYABLE=		24,274.68
	092223	C PAYROLL TAX DEPOSIT- FICA MED PAY/		5,677.18
Total for this ACH Check for Vendor 10517:				41,371.36
ACH	10518	KERMAN POLICE OFFICERS ASSN	09/22/2023	
	092223	C MEMBERSHIP DUES- 09/22/23		681.25
Total for this ACH Check for Vendor 10518:				681.25
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	09/22/2023	
	092223	C MEMBERSHIP DUES- 09/22/23		187.50
Total for this ACH Check for Vendor 10519:				187.50
ACH	10520	ICMA-RC	09/22/2023	
	092223	C LOAN PAYMENTS		3,386.61
	092223	C DEFERRED COMP		1,524.40
Total for this ACH Check for Vendor 10520:				4,911.01
ACH	10522	CALPERS	09/22/2023	
	092223	C EMPLOYER PAID CONTRIBUTIONS		17,125.71
	092223	EMPLOYEE PAID CONTRIBUTIONS		13,768.67
	092223	ROUNDING ADJUSTMENT		-0.01
Total for this ACH Check for Vendor 10522:				30,894.37
Total for 9/22/2023:				84,402.91
Report Total (6 checks):				84,402.91



STAFF REPORT

MEETING DATE: October 11, 2023

PRESENTER: Steve Wilkins, Chief of Police

SUBJECT: Approving 2023-2024 Adult Compliance Team Agreement to Participate with Fresno County (SW)

RECOMMENDATION: Council by motion to adopt resolution approving 2023-2024 Adult Compliance Team Agreement with County of Fresno.

EXECUTIVE SUMMARY:

The Kerman Police Department applied for and was selected to participate in the countywide Adult Compliance Team (ACT) in 2016.

The ACT team is funded from the State of California to create a cooperative unit of law enforcement officers capable of addressing public safety concerns and issues facing Fresno County related to the early release of felons under the Public Safety Realignment Act (AB 109) Implementation Plan of 2011.

The Fresno ACT team has been in existence since 2011 and is currently staffed with peace officers from the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Clovis, Fresno, Kerman, Kingsburg, Reedley, and Selma Police Departments.

The ACT team expanded in 2016 and the Kerman Police Department was selected to participate in this joint agency task force by dedicating one full-time police officer to the ACT team. This agreement has been extended again to this current year.

FISCAL IMPACT:

There is no fiscal impact to the city of Kerman as the yearly contract agreement fully funds one full-time officer, including overtime, court time, vehicle, and all necessary equipment including safety equipment, computer, firearms, cell phone, and vehicle operating expenses for that officer.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
2022-2023 ADULT COMPLIANCE TEAM AGREEMENT WITH COUNTY OF FRESNO**

WHEREAS, the State of California, under Assembly Bill 109, the Public Safety Realignment Act (AB 109), has realigned responsibilities for probation, post release community supervision (PRCS) and mandatory supervised release of offenders; and

WHEREAS, the Public Safety Realignment Act (AB 109) Implementation Plan of 2011, including its updates, hereinafter collectively referred to as "AB 109 PLAN," was developed by the Fresno County Community Corrections Partnership (CCP) and approved by the Fresno County Board of Supervisors; and

WHEREAS, the ACT is comprised of representatives of the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Fresno, Clovis, Selma, Kingsburg and Reedley Police Departments; and

WHEREAS, the State of California has provided funding to COUNTY for the purpose of implementing AB109 services and will fully fund the yearly contract agreement with Kerman PD for one (1) full time officer, including all equipment and operational costs, for the period of July 1, 2023 through June 30, 2024.

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

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

Section 2. The City Council approves the Adult Compliance Team Agreement with County of Fresno (ACT Agreement) attached as Exhibit 'A'.

Section 3. The City Manager is authorized to sign the ACT Agreement on behalf of the City.

Section 4. This resolution is effective upon adoption.

The forgoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Kerman held on the 11th day of October 2023, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[Attestation on separate page.]

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

SERVICE AGREEMENT

This Service Agreement ("Agreement") is dated _____ and is between City of Kerman, a municipal corporation, whose address is 850 S Madera Ave, Kerman, CA 93630 ("Contractor"), and the County of Fresno, a political subdivision of the State of California ("County").

Recitals

A. Under Assembly Bill 109, the Public Safety Realignment Act (AB 109), signed into law on April 5, 2011, the State of California has realigned responsibilities for probation, post release community supervision (PRCS), and mandatory supervised release of offenders. The State of California has provided funding to County for the purpose of implementing AB 109 services.

B. The County requires an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive, and evidence-based practices leading to enhanced public safety and offender compliance. Subsequently, the AB 109 Implementation Plan of 2011, collectively referred to as the "AB 109 Plan," includes formation of the Adult Compliance Team (ACT), to create a cooperative unit capable of addressing public safety concerns and issues facing local law enforcement in Fresno County. The ACT is comprised of representatives of the Fresno County Sheriff's Department, the Fresno County District Attorney's Office, the Fresno County Probation Department, and officers of the Clovis, Fresno, Kerman, Kingsburg, Reedley, Sanger, and Selma Police Departments.

C. The AB 109 Plan, including its updates, was developed by the Fresno County Community Corrections Partnership (CCP), and approved by the Fresno County Board of Supervisors. The AB 109 Plan was approved by the CCP on August 19, 2011 and approved by the Board on September 13, 2011.

D. The Contractor desires to continue to be a member of the ACT and to participate in the Pretrial After-Hours Response, and the County desires to maintain the Contractor as an ACT member, and to continue to implement AB 109 services.

The parties therefore agree as follows:

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Article 1

Contractor’s Services

1.1 **Scope of Services.** The Contractor shall perform all of the services provided in Exhibit A to this Agreement, the AB 109 Plan, titled “Scope of Services.”

1.2 **Representation.** The Contractor represents that it is qualified, ready, willing, and able to perform all of the services provided in this Agreement.

1.3 **Compliance with Laws.** The Contractor shall, at its own cost, comply with all applicable federal, state, and local laws and regulations in the performance of its obligations under this Agreement, including but not limited to workers compensation, labor, and confidentiality laws and regulations.

Article 2

County’s Responsibilities

2.1 The County shall compensate the Contractor for an amount equal to the cost of one (1) City of Kerman Police Officer for assignment to the ACT, not to exceed the maximum amount payable under this Agreement of \$158,340.

Article 3

Compensation, Invoices, and Payments

3.1 The County agrees to pay, and the Contractor agrees to receive, compensation for the performance of its services under this Agreement as described in this section.

3.2 **Maximum Compensation.** The maximum compensation payable to the Contractor under this Agreement is One Hundred Fifty-Five Thousand Two Hundred Dollars (\$155,200) to participate as an ACT member and implement AB 109 services, plus Three Thousand One Hundred Forty Dollars (\$3,140), for Pretrial After-Hours Response activities, during the term of this Agreement. In no event shall compensation paid for all services performed under this Agreement exceed One Hundred Fifty-Eight Thousand Three Hundred Forty Dollars (\$158,340) during the term of this Agreement. The Contractor acknowledges that the County is a local government entity, and does so with notice that the County’s powers are limited by the California Constitution and by State law, and with notice that the Contractor may receive

compensation under this Agreement only for services performed according to the terms of this Agreement and while this Agreement is in effect, and subject to the maximum amount payable under this section. The Contractor further acknowledges that County employees have no authority to pay the Contractor except as expressly provided in this Agreement.

3.3 **Invoices.** The Contractor shall submit quarterly invoices to County of Fresno Probation Department at ProbationInvoices@FresnoCountyCA.gov. Invoices must be submitted on or after the dates of October 1, 2023 and January 1, April 1, and July 1, 2024, respectively, and include a breakdown of expenses identified in the final approved budget of the CCP for use in executing the mission of ACT. Invoices for Pretrial After-Hours Response activities must be submitted separately. The Contractor shall submit each invoice within 60 days after the quarter in which the Contractor performs services and in any case within 60 days after the end of the term or termination of this Agreement.

3.4 **Payment.** The County shall pay each correctly completed and timely submitted invoice within 45 days after receipt. The County shall remit any payment to the Contractor's address specified in the invoice.

3.5 **Incidental Expenses.** The Contractor is solely responsible for all of its costs and expenses that are not specified as payable by the County under this Agreement.

Article 4

Term of Agreement

4.1 **Term.** This Agreement is effective retroactive to July 1, 2023 and terminates on June 30, 2024, except as provided Article 6, "Termination and Suspension," below.

Article 5

Notices

5.1 **Contact Information.** The persons and their addresses having authority to give and receive notices provided for or permitted under this Agreement include the following:

////For the County:
Chief Probation Officer
County of Fresno
3333 E. American Avenue, Building 701, Suite B
Fresno, CA 93725

For the Contractor:
 Chief of Police
 City of Kerman
 850 S Madera Ave
 Kerman, CA 93630

5.2 Change of Contact Information. Either party may change the information in section 5.1 by giving notice as provided in section 5.3.

5.3 Method of Delivery. Each notice between the County and the Contractor provided for or permitted under this Agreement must be in writing, state that it is a notice provided under this Agreement, and be delivered either by personal service, by first-class United States mail, by an overnight commercial courier service, by telephonic facsimile transmission, or by Portable Document Format (PDF) document attached to an email.

(A) A notice delivered by personal service is effective upon service to the recipient.

(B) A notice delivered by first-class United States mail is effective three County business days after deposit in the United States mail, postage prepaid, addressed to the recipient.

(C) A notice delivered by an overnight commercial courier service is effective one County business day after deposit with the overnight commercial courier service, delivery fees prepaid, with delivery instructions given for next day delivery, addressed to the recipient.

5.4 Claims Presentation. For all claims arising from or related to this Agreement, nothing in this Agreement establishes, waives, or modifies any claims presentation requirements or procedures provided by law, including the Government Claims Act (Division 3.6 of Title 1 of the Government Code, beginning with section 810).

Article 6

Termination and Suspension

6.1 Termination for Non-Allocation of Funds. The terms of this Agreement are contingent on the approval of funds by the appropriating government agency. If sufficient funds

are not allocated, then the County, upon at least 30 days' advance written notice to the Contractor, may:

- (A) Modify the services provided by the Contractor under this Agreement; or
- (B) Terminate this Agreement.

6.2 Termination for Breach.

(A) Upon determining that a breach (as defined in paragraph (C) below) has occurred, the County may give written notice of the breach to the Contractor. The written notice may suspend performance under this Agreement, and must provide at least 30 days for the Contractor to cure the breach.

(B) If the Contractor fails to cure the breach to the County's satisfaction within the time stated in the written notice, the County may terminate this Agreement immediately.

(C) For purposes of this section, a breach occurs when, in the determination of the County, the Contractor has:

- (1) Obtained or used funds illegally or improperly;
- (2) Failed to comply with any part of this Agreement;
- (3) Submitted a substantially incorrect or incomplete report to the County; or
- (4) Improperly performed any of its obligations under this Agreement.

6.3 Termination without Cause. In circumstances other than those set forth above, the County may terminate this Agreement by giving at least 30 days advance written notice to the Contractor.

6.4 No Penalty or Further Obligation. Any termination of this Agreement by the County under this Article 6 is without penalty to or further obligation of the County.

6.5 County's Rights upon Termination. Upon termination for breach under this Article 6, the County may demand repayment by the Contractor of any monies disbursed to the Contractor under this Agreement that, in the County's sole judgment, were not expended in compliance with this Agreement. The Contractor shall promptly refund all such monies upon demand. This section survives the termination of this Agreement.

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Article 7

Independent Contractor

7.1 **Status.** In performing under this Agreement, the Contractor, including its officers, agents, employees, and volunteers, is at all times acting and performing as an independent contractor, in an independent capacity, and not as an officer, agent, servant, employee, joint venturer, partner, or associate of the County.

7.2 **Verifying Performance.** The County has no right to control, supervise, or direct the manner or method of the Contractor’s performance under this Agreement, but the County may verify that the Contractor is performing according to the terms of this Agreement.

7.3 **Benefits.** Because of its status as an independent contractor, the Contractor has no right to employment rights or benefits available to County employees. The Contractor is solely responsible for providing to its own employees all employee benefits required by law. The Contractor shall save the County harmless from all matters relating to the payment of Contractor’s employees, including compliance with Social Security withholding and all related regulations.

7.4 **Services to Others.** The parties acknowledge that, during the term of this Agreement, the Contractor may provide services to others unrelated to the County.

Article 8

Indemnity and Defense

8.1 **Indemnity.** The Contractor shall indemnify and hold harmless and defend the County (including its officers, agents, employees, and volunteers) against all claims, demands, injuries, damages, costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to the County, the Contractor, or any third party that arise from or relate to the performance or failure to perform by the Contractor (or any of its officers, agents, subcontractors, or employees) under this Agreement. The County may conduct or participate in its own defense without affecting the Contractor’s obligation to indemnify and hold harmless or defend the County.

1 The County shall indemnify and hold harmless and defend the Contractor (including its
2 officers, agents, employees, and volunteers) against all claims, demands, injuries, damages,
3 costs, expenses (including attorney fees and costs), fines, penalties, and liabilities of any kind to
4 the County, the Contractor, or any third party that arise from or relate to the performance or
5 failure to perform by the County (or any of its officers, agents, subcontractors, or employees)
6 under this Agreement. The Contractor may conduct or participate in its own defense without
7 affecting the County's obligation to indemnify and hold harmless or defend the Contractor.

8 In the event of concurrent negligence on the part of County or any of its officers, agents, or
9 employees, and Contractor or any of its officers, agents, or employees, the liability for any and
10 all such claims, demands, and actions in law or equity for such losses, costs, expenses, and
11 damages shall be apportioned under the State of California's theory of comparative negligence,
12 as presently established, or as may be modified hereafter.

13 8.2 **Survival.** This Article 8 survives the termination or expiration of this Agreement.

14 **Article 9**

15 **Insurance**

16 9.1 The Contractor shall comply with all the insurance requirements in Exhibit C to this
17 Agreement.

18 **Article 10**

19 **Inspections, Audits, and Public Records**

20 10.1 **Inspection of Documents.** The Contractor shall make available to the County, and
21 the County may examine at any time during business hours and as often as the County deems
22 necessary, all of the Contractor's records and data with respect to the matters covered by this
23 Agreement, excluding attorney-client privileged communications. The Contractor shall, upon
24 request by the County, permit the County to audit and inspect all of such records and data to
25 ensure the Contractor's compliance with the terms of this Agreement.

26 10.2 **State Audit Requirements.** If the compensation to be paid by the County under this
27 Agreement exceeds \$10,000, the Contractor is subject to the examination and audit of the
28 California State Auditor, as provided in Government Code section 8546.7, for a period of three

1 years after final payment under this Agreement. This section survives the termination of this
2 Agreement.

3 **10.3 Public Records.** The County is not limited in any manner with respect to its public
4 disclosure of this Agreement or any record or data that the Contractor may provide to the
5 County. The County’s public disclosure of this Agreement or any record or data that the
6 Contractor may provide to the County may include but is not limited to the following:

7 (A) The County may voluntarily, or upon request by any member of the public or
8 governmental agency, disclose this Agreement to the public or such governmental
9 agency.

10 (B) The County may voluntarily, or upon request by any member of the public or
11 governmental agency, disclose to the public or such governmental agency any record or
12 data that the Contractor may provide to the County, unless such disclosure is prohibited
13 by court order.

14 (C) This Agreement, and any record or data that the Contractor may provide to the
15 County, is subject to public disclosure under the Ralph M. Brown Act (California
16 Government Code, Title 5, Division 2, Part 1, Chapter 9, beginning with section 54950).

17 (D) This Agreement, and any record or data that the Contractor may provide to the
18 County, is subject to public disclosure as a public record under the California Public
19 Records Act (California Government Code, Title 1, Division 7, Chapter 3.5, beginning
20 with section 6250) (“CPRA”).

21 (E) This Agreement, and any record or data that the Contractor may provide to the
22 County, is subject to public disclosure as information concerning the conduct of the
23 people’s business of the State of California under California Constitution, Article 1,
24 section 3, subdivision (b).

25 (F) Any marking of confidentiality or restricted access upon or otherwise made with
26 respect to any record or data that the Contractor may provide to the County shall be
27 disregarded and have no effect on the County’s right or duty to disclose to the public or
28 governmental agency any such record or data.

1 10.4 **Public Records Act Requests.** If the County receives a written or oral request
2 under the CPRA to publicly disclose any record that is in the Contractor's possession or control,
3 and which the County has a right, under any provision of this Agreement or applicable law, to
4 possess or control, then the County may demand, in writing, that the Contractor deliver to the
5 County, for purposes of public disclosure, the requested records that may be in the possession
6 or control of the Contractor. Within five business days after the County's demand, the
7 Contractor shall (a) deliver to the County all of the requested records that are in the Contractor's
8 possession or control, together with a written statement that the Contractor, after conducting a
9 diligent search, has produced all requested records that are in the Contractor's possession or
10 control, or (b) provide to the County a written statement that the Contractor, after conducting a
11 diligent search, does not possess or control any of the requested records. The Contractor shall
12 cooperate with the County with respect to any County demand for such records. If the
13 Contractor wishes to assert that any specific record or data is exempt from disclosure under the
14 CPRA or other applicable law, it must deliver the record or data to the County and assert the
15 exemption by citation to specific legal authority within the written statement that it provides to
16 the County under this section. The Contractor's assertion of any exemption from disclosure is
17 not binding on the County, but the County will give at least 10 days' advance written notice to
18 the Contractor before disclosing any record subject to the Contractor's assertion of exemption
19 from disclosure. The Contractor shall indemnify the County for any court-ordered award of costs
20 or attorney's fees under the CPRA that results from the Contractor's delay, claim of exemption,
21 failure to produce any such records, or failure to cooperate with the County with respect to any
22 County demand for any such records.

23 | Article 11

24 | Disclosure of Self-Dealing Transactions

25 11.1 **Applicability.** This Article 11 applies if the Contractor is operating as a corporation,
26 or changes its status to operate as a corporation.

27 11.2 **Duty to Disclose.** If any member of the Contractor's board of directors is party to a
28 self-dealing transaction, he or she shall disclose the transaction by completing and signing a

1 “Self-Dealing Transaction Disclosure Form” (Exhibit B to this Agreement) and submitting it to the
2 County before commencing the transaction or immediately after.

3 11.3 **Definition.** “Self-dealing transaction” means a transaction to which the Contractor is
4 a party and in which one or more of its directors, as an individual, has a material financial
5 interest.

6 **Article 12**

7 **General Terms**

8 12.1 **Modification.** Except as provided in Article 6, “Termination and Suspension,” this
9 Agreement may not be modified, and no waiver is effective, except by written agreement signed
10 by both parties. The Contractor acknowledges that County employees have no authority to
11 modify this Agreement except as expressly provided in this Agreement.

12 12.2 **Non-Assignment.** Neither party may assign its rights or delegate its obligations
13 under this Agreement without the prior written consent of the other party.

14 12.3 **Governing Law.** The laws of the State of California govern all matters arising from
15 or related to this Agreement.

16 12.4 **Jurisdiction and Venue.** This Agreement is signed and performed in Fresno
17 County, California. Contractor consents to California jurisdiction for actions arising from or
18 related to this Agreement, and, subject to the Government Claims Act, all such actions must be
19 brought and maintained in Fresno County.

20 12.5 **Construction.** The final form of this Agreement is the result of the parties’ combined
21 efforts. If anything in this Agreement is found by a court of competent jurisdiction to be
22 ambiguous, that ambiguity shall not be resolved by construing the terms of this Agreement
23 against either party.

24 12.6 **Days.** Unless otherwise specified, “days” means calendar days.

25 12.7 **Headings.** The headings and section titles in this Agreement are for convenience
26 only and are not part of this Agreement.

27 12.8 **Severability.** If anything in this Agreement is found by a court of competent
28 jurisdiction to be unlawful or otherwise unenforceable, the balance of this Agreement remains in

1 effect, and the parties shall make best efforts to replace the unlawful or unenforceable part of
2 this Agreement with lawful and enforceable terms intended to accomplish the parties' original
3 intent.

4 **12.9 Nondiscrimination.** During the performance of this Agreement, the Contractor shall
5 not unlawfully discriminate against any employee or applicant for employment, or recipient of
6 services, because of race, religious creed, color, national origin, ancestry, physical disability,
7 mental disability, medical condition, genetic information, marital status, sex, gender, gender
8 identity, gender expression, age, sexual orientation, military status or veteran status pursuant to
9 all applicable State of California and federal statutes and regulation.

10 **12.10 No Waiver.** Payment, waiver, or discharge by the County of any liability or obligation
11 of the Contractor under this Agreement on any one or more occasions is not a waiver of
12 performance of any continuing or other obligation of the Contractor and does not prohibit
13 enforcement by the County of any obligation on any other occasion.

14 **12.11 Entire Agreement.** This Agreement, including its exhibits, is the entire agreement
15 between the Contractor and the County with respect to the subject matter of this Agreement,
16 and it supersedes all previous negotiations, proposals, commitments, writings, advertisements,
17 publications, and understandings of any nature unless those things are expressly included in
18 this Agreement. If there is any inconsistency between the terms of this Agreement without its
19 exhibits and the terms of the exhibits, then the inconsistency will be resolved by giving
20 precedence first to the terms of this Agreement without its exhibits, and then to the terms of the
21 exhibits.

22 **12.12 No Third-Party Beneficiaries.** This Agreement does not and is not intended to
23 create any rights or obligations for any person or entity except for the parties.

24 **12.13 Authorized Signature.** The Contractor represents and warrants to the County that:

25 (A) The Contractor is duly authorized and empowered to sign and perform its
26 obligations under this Agreement.
27
28

(B) The individual signing this Agreement on behalf of the Contractor is duly authorized to do so and his or her signature on this Agreement legally binds the Contractor to the terms of this Agreement.

12.14 **Electronic Signatures.** The parties agree that this Agreement may be executed by electronic signature as provided in this section.

(A) An “electronic signature” means any symbol or process intended by an individual signing this Agreement to represent their signature, including but not limited to (1) a digital signature; (2) a faxed version of an original handwritten signature; or (3) an electronically scanned and transmitted (for example by PDF document) version of an original handwritten signature.

(B) Each electronic signature affixed or attached to this Agreement (1) is deemed equivalent to a valid original handwritten signature of the person signing this Agreement for all purposes, including but not limited to evidentiary proof in any administrative or judicial proceeding, and (2) has the same force and effect as the valid original handwritten signature of that person.

(C) The provisions of this section satisfy the requirements of Civil Code section 1633.5, subdivision (b), in the Uniform Electronic Transaction Act (Civil Code, Division 3, Part 2, Title 2.5, beginning with section 1633.1).

(D) Each party using a digital signature represents that it has undertaken and satisfied the requirements of Government Code section 16.5, subdivision (a), paragraphs (1) through (5), and agrees that each other party may rely upon that representation.

(E) This Agreement is not conditioned upon the parties conducting the transactions under it by electronic means and either party may sign this Agreement with an original handwritten signature.

12.15 **Counterparts.** This Agreement may be signed in counterparts, each of which is an original, and all of which together constitute this Agreement.

[SIGNATURE PAGE FOLLOWS]

CITY OF KERMAN

John Jansons, City Manager

850 S Madera Ave
Kerman, CA 93630

By: _____
Deputy

Org No.: 34309999
Account No.: 7295
Fund No.: 0001
Subclass No.: 10000

Exhibit A

Scope of Services

AB 109
The Criminal Justice Realignment
Act Adult Compliance Team
(ACT)
November 2022

OPERATING AGREEMENT
Fresno County Probation Department
Fresno County Sheriff's Department
Fresno County District Attorney's Office
Fresno Police Department
Clovis Police Department
Selma Police Department
Reedley Police Department
Kerman Police Department
Kingsburg Police Department
Sanger Police Department

I. PURPOSE

This document establishes the purpose of the Adult Compliance Team (ACT) as a joint and cooperative effort. Additionally, it formalizes relationships between participating agencies for policy and planning in order to create a cooperative unit capable of addressing the public safety concerns and issues facing local law enforcement in Fresno County regarding probation supervision, Post Release Community Supervision (PRCS), and Mandatory Supervision (MS) that may occur due to the passage of the Criminal Justice Realignment Act (AB 109) effective October 1, 2011.

II. MISSION

The mission of ACT is to provide an additional layer of offender supervision to ensure offender accountability, surveillance, and supervision through mobile, intensive and evidence-based practices leading to enhanced public safety and offender compliance.

III. GOALS

- A. To reduce the occurrence of new criminal acts by targeting offenders on probation, PRCS, and MS, with intensive surveillance by peace officers dedicated to enforcement of conditions of release.
- B. To identify supervised offenders who are not meeting their conditions of release in order to ensure compliance.
- C. To mitigate the need for custodial sanctions through appropriate early interventions.
- D. To document trends in the realignment population and respond efficiently to emerging trends that adversely affect public safety.
- E. To gather, collect, and provide information and direction regarding the probation supervision, PRCS, MS and realignment populations for all law enforcement agencies in the County of Fresno and act as the point of contact for dissemination of offender information to law enforcement.
- F. To respond rapidly to emergency situations with knowledge and information about the offenders.
- G. To provide other public safety responses including searches as authorized by the terms of release and warrant services, as needed.

IV. GENERAL OPERATIONAL STRATEGIES

Intensive supervision based on offender assessment, combined with evidence-based practices, forms the cornerstone of the County of Fresno AB 109 supervision model. This intensive approach is seen in the formation of ACT; an interagency public safety alliance with local law enforcement agencies and county justice partners that provides an additional level of offender accountability and public safety. The "strike team" concept is used to describe peace officers under ACT, dedicated to particular enforcement and public safety purposes, with an immediate capacity to take action in regard to offenders under probation supervision, PRCS, and MS by the Fresno County Probation Department.

To this end, the participating agencies developed these operational guidelines and procedures concerning the formation of the Adult Compliance Team. The participating agencies agree jointly and separately to abide by these terms and provisions set forth throughout the formation of the joint operation.

V. ORGANIZATIONAL STRUCTURE

The Adult Compliance Team will be co-located at the Fresno County Probation Department. The Probation Department is the commanding agency of ACT and will maintain responsibility for the administrative direction, objective, and mission of the Adult Compliance Team.

The team will consist of sworn officers from the following agencies: two (2) deputy probation officers from the Fresno County Probation Department; one (1) sergeant from the Fresno County Sheriff's Department; two (2) deputies from the Fresno County Sheriff's Department; two (2) senior district attorney investigators from the Fresno County District Attorney's Office; one (1) sergeant from the Fresno Police Department; three (3) police officers from the Fresno Police Department; one (1) police officer from the Clovis Police Department; one (1) crime specialist from the Clovis Police Department; one (1) police officer from the Selma Police Department; one (1) police officer from the Reedley Police Department; one (1) police officer from the Kerman Police Department; one (1) police officer from the Kingsburg Police Department; and one (1) police officer from the Sanger Police Department. Dependent upon future funding, the size of ACT may fluctuate according to the number of officers and agencies.

A. Policy and Direction

Under the policy and planning direction of the Community Corrections Partnership (CCP), ACT will utilize an Advisory Sub-Committee of CCP.

B. ACT Advisory Sub-Committee of the CCP

Each law enforcement agency that assigns personnel to ACT may designate a member to the ACT Advisory Sub-Committee of the CCP. All law enforcement agencies operating within Fresno County with an interest in ACT are welcome to

attend the meetings of the ACT Advisory Sub-Committee.

Appointments to and removal from the ACT Advisory Sub-Committee and appointment of a Sub-Committee Chairperson will be made by the CCP Executive Committee.

C. Operations Commander

The Probation Assistant Deputy Chief is the Operations Commander and has overall responsibility for the operation of ACT. The Operations Commander implements direction to the team under the administrative direction of the Fresno County Probation Department's Realignment Division Deputy Chief. The Operations Commander will liaison with individual members of the ACT Advisory Sub-Committee and will attend meetings of the CCP as required.

D. Field Supervisor

The assigned Field Supervisor(s) will be the day-to-day operations supervisor(s) and responsible for overall coordination of tactical field operations. When ACT works as separate elements and both supervisors are working, each supervisor will be responsible for their assigned element. When only one supervisor is on duty, that supervisor will be responsible for the supervision of both elements.

E. Probation Department

All probation conditions and release compliance remain the responsibility of the AB109 probation officer assigned to a specific offender. These conditions are predetermined before release from custody to probation, post release community supervision, or mandatory supervised release. The offenders will be under the supervision of their assigned probation officer or ACT probation officer.

VI. OPERATIONS

A. Supervision and Field Responsibility

The use of surveillance, supervision, and field contacts will be established in conjunction with Fresno County Probation Department policies and as established by the CCP Executive Committee, ACT Advisory Sub-Committee, and policies and procedures of general law enforcement accepted practices as established by statute and case law.

All ACT personnel will conform to their own agency's policies and procedures as well as policies and procedures that may be required by participation in ACT.

B. Records and Reports

All reports created by ACT related to contacts with those offenders under probation supervision, PRCS, and MS will be entered into the Probation Records Information Management System (PRIMS).

All agencies participating on the Adult Compliance Team will have full access to Sharenet and the information in PRIMs. Information sharing with other law enforcement agencies regarding offenders under probation supervision, PRCS, and MS, allowing for appropriate law enforcement response is a priority for ACT.

Any additional crime, arrest, or incident report will be documented by the primary investigative officer through the use of their own departmental report writing system.

C. Pretrial After-Hours Response

As part of the Fresno County Probation Department's Pretrial expansion, officers will respond to after-hours GPS violations, questions, and technical problems. Two armed Deputy Probation Officers, along with one ACT Officer, must be available to respond to such matters in the field.

- ACT Team members will be scheduled/assigned on a rotational basis to respond to such matters.
- ACT Team members on rotation shall be designated on standby when not working regularly scheduled hours to assist the Pretrial Officers.
- ACT Officers assigned will be compensated with standby pay in accordance with their respective agency MOU's and overtime.
- ACT Officers assigned and responding to field matters will be compensated at time and half, (1½) their base hourly rate, with a minimum of two (2) hours.
- ACT personnel are expected to be assigned approximately 3 non-consecutive weeks per year.
- All in-force memorandum of understanding provisions not modified by this agreement shall remain in effect.
- Each participating agency's management reserves the right and authority to discontinue the participation of any of their particular employees in this agreement at any time. A two (2) week notice, if practicable, shall be given to the impacted employee. Such discontinuance shall not be appealable or grievable.

VII. ADMINISTRATION**A. Financial Administration**

Financial administration of ACT funds allocated by the CCP Executive Committee will be the responsibility of the Fresno County Probation Department Business Office through the duration of the program. In addition, the allocation and management of funds are guided by County of Fresno Fiscal Policy and under the review quarterly of the CCP Finance and Audit Sub-Committee for presentation to the CCP.

B. Vehicles

As provided for in the approved CCP budget, vehicles will be provided for probation staff and for participating law enforcement officers for use in executing the mission of ACT, as specified in the final approved budget of the CCP and Fresno County. Each agency shall provide vehicles, as well as insurance and maintenance costs for those vehicles, for their respective employees.

C. Communications

Each participating law enforcement agency will provide communications equipment for its own personnel through the duration of the OA. Each agency is responsible for its interagency communication operability. The policies and procedures of each agency will govern communication by its own personnel. The Fresno County Sheriff's Dispatch will be the primary contact for operations of ACT.

D. Firearms

Each participating agency will provide all necessary firearms for its own personnel through the duration of the OA. The policies and procedures of each agency will govern the use of firearms by its own personnel.

E. Equipment and Property

Any property, equipment or other items acquired with funds allocated by the CCP Executive Committee shall be the property of ACT through the duration of the OA. Upon termination of this OA or any revision, the property of ACT shall be distributed as determined by the CCP Executive Committee.

F. Training

ACT Officers will complete training as assigned and approved by the ACT Advisory Sub- Committee chairperson or their designee. Training for the team will be outlined

during the fiscal year to reflect the needs of the team. The Probation Department's Realignment Division Deputy Chief may also assign training to the ACT members as it pertains to the Evidence-Based Practices outlined by the AB 109 program.

G. Personnel Management

The selection of ACT members will be made by each participating agency. If any of the ACT policies and procedures conflict with any of the participating agencies' policies and procedures, notice of the conflict shall be immediately given to a supervisor. The supervisor will take whatever action necessary to reconcile the conflict.

Each participating agency retains full responsibility for the professional and personal conduct of its own personnel assigned to ACT. Each participating agency will follow its agency directives/MOU for working modified schedules.

VIII. MULTI-AGENCY ADMINISTRATIVE CONCERNS

All ACT personnel will conform to their own agencies' policies and procedures as well as policies and procedures that may be required by participation in ACT.

There are a number of categories of administrative issues or situations pertaining to individual team members which will or may arise. Those include but are not limited to:

- A. Citizen Complaints
- B. Employee Evaluations
- C. On-Duty Motor Vehicle Accidents
- D. Injuries Sustained on Duty
- E. Officer-Involved Shooting
- F. Discharge of Firearm
- G. Vehicle Pursuits
- H. Use of Force

Each participating team member's agency has in place an administrative process for addressing the situations listed above. Should these situations occur, ACT will immediately notify the involved officer's agency. It will remain the responsibility of the involved officer's agency to address those situations pursuant to their own administrative process. All agencies involved in a critical incident will have the opportunity to observe other agency interviews with their own employees.

IX. DURATION

This OA shall become effective upon execution and shall continue without change

1 until amended in accordance with Section X or terminated as discussed below.

2 Participation in ACT by any participating agency may continue as funding provides or
3 until said agency terminates participation in ACT. An agency shall terminate
4 participation in the following manner: delivery of written notice to the Chairperson of
5 the CCP Executive Committee and to all other participation agencies, with termination
6 to be effective 60 days after delivery.

7 As to each participating agency, this OA will be in force from the date that agency
8 signs the agreement. Termination of the OA has been provided for above.

9 X. AMENDMENT

10 Any member of the ACT Advisory Sub-Committee may propose an amendment to this
11 OA by submitting it at any regular meeting of the ACT Advisory Sub-Committee. The
12 proposed amendment would be submitted to the Executive Committee of the
13 Community Corrections Partnership for their consideration and approval.

14 XI. LIABILITY

15 Each participating agency will be solely responsible for any and all damages, including
16 attorney’s fees, results from acts or omissions of its own employees or agents,
17 including each ACT assigned employee. Each participating agency shall indemnify and
18 hold harmless all other participating agencies for these acts or omissions. The
19 provisions contained herein include any violation of applicable law, ordinance,
20 regulation or rule, including where the claim, loss, damage, charge or expense was
21 caused by deliberate, willful or criminal acts of any agency, or any of its agents, officers
22 or employees in its or their performance thereunder.

23 It is the intent of the parties hereto that, where negligence is determined to have been
24 contributory, principles of comparative negligence will be followed, and each party
25 shall bear the proportionate cost of any loss, damage, expense, and liability
26 attributable to that party’s negligence.

27 The participating agencies will establish procedures to notify the other agencies,
28 where appropriate, of any claims, administrative actions or legal actions with respect
29 to any of the matter described in this indemnification provision. The agencies shall
30 cooperate in the defense of such actions brought by others with respect to the matters
31 covered in this agreement. Nothing set forth in this OA shall establish a standard of
32 care for, or create any legal rights in, any person not a party to this OA.

Exhibit A

XII. NON-WAIVER

Waiver of any breach or default hereunder will not constitute a continuing waiver or a waiver of any subsequent breach, of either the same or another provision of this OA.

XIII. SEVERABILITY

If any term, covenant, or condition of this OA is held by a court of competent jurisdiction to be invalid, the remainder of this OA will remain in full force and effect.

XIV. AMBIGUITY

The participating agencies have each carefully reviewed this OA and have agreed to each term of this OA. No ambiguity shall be presumed to be construed against any other party.

XV. GOVERNING LAW

The interpretation and enforcement of this OA will be governed by the laws of the State of California, and where applicable, by federal law. The participating agencies agree to submit any disputes arising under this OA to a court of competent jurisdiction located in Fresno, California.

XVI. INTEGRATION

The OA embodies the entire agreement of the participating agencies in relation to the formation and operation of ACT, except for "Program Costs." Except for that, there is no other agreement or understanding, verbal or otherwise, existing among the participating agencies. This OA expressly replaces and supersedes the prior OA, dated May 2021, and that OA shall have no further force and effect.

XVII. SUPPORTING AGENCIES

The following Agencies support the mission and strategies of ACT:

Kirk Haynes, Chief Probation Officer County of Fresno	Dated
Lisa A. Smittcamp, District Attorney County of Fresno	Dated
Margaret Mims, Sheriff County of Fresno	Dated
Paco Balderrama, Chief of Police City of Fresno	Dated
Curt Fleming, Chief of Police City of Clovis	Dated
Rudy Alcaraz, Chief of Police City of Selma	Dated
Jose L Garza, Chief of Police City of Reedley	Dated
John Golden, Chief of Police City of Kerman	Dated
Neil Dadian, Chief of Police City of Kingsburg	Dated

Exhibit A

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Greg Garner, Chief of Police City of Sanger	Dated
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Self-Dealing Transaction Disclosure Form

In order to conduct business with the County of Fresno ("County"), members of a contractor's board of directors ("County Contractor"), must disclose any self-dealing transactions that they are a party to while providing goods, performing services, or both for the County. A self-dealing transaction is defined below:

"A self-dealing transaction means a transaction to which the corporation is a party and in which one or more of its directors has a material financial interest."

The definition above will be used for purposes of completing this disclosure form.

Instructions

- (1) Enter board member's name, job title (if applicable), and date this disclosure is being made.
- (2) Enter the board member's company/agency name and address.
- (3) Describe in detail the nature of the self-dealing transaction that is being disclosed to the County. At a minimum, include a description of the following:
 - a. The name of the agency/company with which the corporation has the transaction; and
 - b. The nature of the material financial interest in the Corporation's transaction that the board member has.
- (4) Describe in detail why the self-dealing transaction is appropriate based on applicable provisions of the Corporations Code.

The form must be signed by the board member that is involved in the self-dealing transaction described in Sections (3) and (4).

Exhibit B

Section 5, Item D.

(1) Company Board Member Information:			
Name:		Date:	
Job Title:			
(2) Company/Agency Name and Address:			
(3) Disclosure (Please describe the nature of the self-dealing transaction you are a party to)			
(4) Explain why this self-dealing transaction is consistent with the requirements of Corporations Code § 5233 (a)			
(5) Authorized Signature			
Signature:		Date:	

Insurance Requirements

1. Required Policies

Without limiting the County's right to obtain indemnification from the Contractor or any third parties, Contractor, at its sole expense, shall maintain in full force and effect the following insurance policies throughout the term of this Agreement.

- (A) **Commercial General Liability.** Commercial general liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence and an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis. Coverage must include products, completed operations, property damage, bodily injury, personal injury, and advertising injury. The Contractor shall obtain an endorsement to this policy naming the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, as additional insureds, but only insofar as the operations under this Agreement are concerned. Such coverage for additional insureds will apply as primary insurance and any other insurance, or self-insurance, maintained by the County is excess only and not contributing with insurance provided under the Contractor's policy.
- (B) **Automobile Liability.** Automobile liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for property damages. Coverage must include any auto used in connection with this Agreement.
- (C) **Workers Compensation.** Workers compensation insurance as required by the laws of the State of California with statutory limits.
- (D) **Employer's Liability.** Employer's liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence for bodily injury and for disease.
- (E) **Professional Liability.** Professional liability insurance with limits of not less than One Million Dollars (\$1,000,000) per occurrence and an annual aggregate of Three Million Dollars (\$3,000,000). If this is a claims-made policy, then (1) the retroactive date must be prior to the date on which services began under this Agreement; (2) the Contractor shall maintain the policy and provide to the County annual evidence of insurance for not less than five years after completion of services under this Agreement; and (3) if the policy is canceled or not renewed, and not replaced with another claims-made policy with a retroactive date prior to the date on which services begin under this Agreement, then the Contractor shall purchase extended reporting coverage on its claims-made policy for a minimum of five years after completion of services under this Agreement.
- (F) **Molestation Liability.** Sexual abuse / molestation liability insurance with limits of not less than Two Million Dollars (\$2,000,000) per occurrence, with an annual aggregate of Four Million Dollars (\$4,000,000). This policy must be issued on a per occurrence basis.

If the Contractor is a governmental entity, it may satisfy the policy requirements above through a program of self-insurance, including an insurance pooling arrangement or joint exercise of powers agreement.

2. Additional Requirements

(A) **Verification of Coverage.** Within 30 days after the Contractor signs this Agreement, and at any time during the term of this Agreement as requested by the County's Risk Manager or the County Administrative Office, the Contractor shall deliver, or cause its broker or producer to deliver, to the County Risk Manager, at 2220 Tulare Street, 16th Floor, Fresno, California 93721, or HRRiskManagement@fresnocountyca.gov, and by mail or email to the person identified to receive notices under this Agreement, certificates of insurance and endorsements for all of the coverages required under this Agreement.

- (i) Each insurance certificate must state that: (1) the insurance coverage has been obtained and is in full force; (2) the County, its officers, agents, employees, and volunteers are not responsible for any premiums on the policy; and (3) the Contractor has waived its right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under any insurance policy required by this Agreement and that waiver does not invalidate the insurance policy.
- (ii) The commercial general liability insurance certificate must also state, and include an endorsement, that the County of Fresno, its officers, agents, employees, and volunteers, individually and collectively, are additional insureds insofar as the operations under this Agreement are concerned. The commercial general liability insurance certificate must also state that the coverage shall apply as primary insurance and any other insurance, or self-insurance, maintained by the County shall be excess only and not contributing with insurance provided under the Contractor's policy.
- (iii) The automobile liability insurance certificate must state that the policy covers any auto used in connection with this Agreement.
- (iv) The professional liability insurance certificate, if it is a claims-made policy, must also state the retroactive date of the policy, which must be prior to the date on which services began under this Agreement.

Acceptability of Insurers. All insurance policies required under this Agreement must be issued by admitted insurers licensed to do business in the State of California and possessing at all times during the term of this Agreement an A.M. Best, Inc. rating of no less than A: VII.

(B) **Notice of Cancellation or Change.** For each insurance policy required under this Agreement, the Contractor shall provide to the County, or ensure that the policy requires the insurer to provide to the County, written notice of any cancellation or change in the policy as required in this paragraph. For cancellation of the policy for nonpayment of premium, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 10 days in advance of cancellation. For cancellation of the policy for any other reason, and for any other change to the policy, the Contractor shall, or shall cause the insurer to, provide written notice to the County not less than 30 days in advance of cancellation or change. The County in its sole discretion may determine that the failure of the Contractor or its insurer to timely provide a written notice required by this paragraph is a breach of this Agreement.

- (C) **County's Entitlement to Greater Coverage.** If the Contractor has or obtains insurance with broader coverage, higher limits, or both, than what is required under this Agreement, then the County requires and is entitled to the broader coverage, higher limits, or both. To that end, the Contractor shall deliver, or cause its broker or producer to deliver, to the County's Risk Manager certificates of insurance and endorsements for all of the coverages that have such broader coverage, higher limits, or both, as required under this Agreement.
- (D) **Waiver of Subrogation.** The Contractor waives any right to recover from the County, its officers, agents, employees, and volunteers any amounts paid under the policy of worker's compensation insurance required by this Agreement. The Contractor is solely responsible to obtain any policy endorsement that may be necessary to accomplish that waiver, but the Contractor's waiver of subrogation under this paragraph is effective whether or not the Contractor obtains such an endorsement.
- (E) **County's Remedy for Contractor's Failure to Maintain.** If the Contractor fails to keep in effect at all times any insurance coverage required under this Agreement, the County may, in addition to any other remedies it may have, suspend or terminate this Agreement upon the occurrence of that failure, or purchase such insurance coverage, and charge the cost of that coverage to the Contractor. The County may offset such charges against any amounts owed by the County to the Contractor under this Agreement.
- (F) **Subcontractors.** The Contractor shall require and verify that all subcontractors used by the Contractor to provide services under this Agreement maintain insurance meeting all insurance requirements provided in this Agreement. This paragraph does not authorize the Contractor to provide services under this Agreement using subcontractors.



STAFF REPORT

MEETING DATE: October 11, 2023

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Proposed Easement for Public Utility Line at Kerckhoff Park (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Grant of Easement Deed for public utilities to Pacific Gas & Electric Company through a portion of Kerkchoff Park (APN 023-360-04) and authorize City Manager to execute.

EXECUTIVE SUMMARY:

Due to installation of the New Cingular Wireless PCS, LLC d/b/a AT&T Mobility (AT&T) cell tower at Kerckhoff Park, Pacific Gas and Electric Company is requiring an easement deed from the City to bring power to the cell tower. Currently the cell tower is receiving temporary power from the City's switchgear while awaiting the arrival of the permanent switchgear from the manufacturer.

Staff has reviewed the Easement Deed and confirmed that the alignment and easement provisions are to the satisfaction of the City and AT&T. The easement area is described as follows:

APN 023-360-04 [a portion]

A portion of 4th Street and F Street and Lot 1 through Lot 3 of Block 36 and Lot 1 through Lot 6 of Block 45 as said street, lot and blocks are shown upon the map "Town of Kerman" filed for record in Block 3 of record of Surveys at page 31, Fresno County Records.

The strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially install hereunder; and the parcels of land of the uniform width and length of 14 feet centered on said facilities as initially installed hereunder. The approximate location of said facilities are shown upon Grantee's Drawing No. 35191067.

FISCAL IMPACT:

No fees will be charged to the City of Kerman.

ATTACHMENTS:

- A. Resolution w/Exhibit
- B. Drawing No. 35191067

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING GRANT OF EASEMENT DEED FOR PUBLIC UTILITIES TO PACIFIC GAS
& ELECTRIC COMPANY TO RECEIVE UTILITY SERVICES THROUGH A PORTION OF
KERCKHOFF PARK (APN 023-360-04)**

WHEREAS, the City of Kerman is the owner of real property located at Kerckhoff Park (APN 023-360-04); and

WHEREAS, Pacific Gas & Electric (PG&E) desires a utilities easement to install electrical facilities to provide electrical power to cell tower located at Kerckhoff Park; and

WHEREAS, the City agrees the easement is necessary to facilitate utilities to the cell tower at Kerckhoff Park; and

WHEREAS, the City finds and declares that it is in the best public interest that said easement deed be granted to PG&E by the City of Kerman.

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

1. The foregoing recitals are true and correct and incorporated by reference.
2. The utility easement to PG&E as set forth in the Easement Deed attached as Exhibit 'A' is hereby granted.
3. The City Manager is hereby authorized to execute the Easement Deed.
4. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting held on the 11th day of October 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

RECORDING REQUESTED BY AND RETURN TO:

PACIFIC GAS AND ELECTRIC COMPANY
300 Lakeside Drive, Suite 210
Oakland, CA 94612
Attn: Land Rights Library

Location: City of Kerman, Fresno Co.

Recording Fee \$ _____

Document Transfer Tax \$ 0.00

☒ This is a conveyance where the consideration and Value is less than \$100.00 (R&T 11911).

☐ Computed on Full Value of Property Conveyed, or

☐ Computed on Full Value Less Liens

& Encumbrances Remaining at Time of Sale

☐ Exempt from the fee per GC 27388.1 (a) (2); This document is subject to Documentary Transfer Tax

(SPACE ABOVE FOR RECORDER'S USE ONLY)

 Signature of declarant or agent determining tax

LD #2214-17-

EASEMENT DEED

CITY OF KERMAN, a California municipal corporation,

hereinafter called Grantor, hereby grants to PACIFIC GAS AND ELECTRIC COMPANY, a California corporation, hereinafter called Grantee, the right from time to time to excavate for, construct, reconstruct, replace (of initial or any other size), remove, maintain, inspect, and use facilities and associated equipment for public utility purposes, including, but not limited to electric, gas, and communication facilities, together with a right of way therefor, on, over, and under the easement area as hereinafter set forth, and also ingress thereto and egress therefrom, over and across the lands of Grantor situated in the City of Kerman, County of Fresno, State of California, described as follows:

(APN 023-360-04) [a portion]

A portion of 4th Street and F Street and Lot 1 through Lot 3 of Block 36 and Lot 1 through Lot 6 of Block 45 as said street, lot and blocks are shown upon the map of "Town of Kerman" filed for record in Book 3 of Record of Surveys at page 31, Fresno County Records.

The easement area is described as follows:

The strip of land of the uniform width of 10 feet, lying 5 feet on each side of the alignment of the facilities as initially installed hereunder; and the parcels of land of the uniform width and length of 14 feet centered on said facilities as initially installed hereunder. The approximate locations of said facilities are shown upon Grantee's Drawing No. 35191067 attached hereto and made a part hereof.

Grantee agrees that on receiving a request in writing, it will at Grantor's expense, survey, prepare and record a "Notice of Final Description" referring to this instrument and setting forth a description of said strip of land.

Grantor further grants to Grantee the right, from time to time, to trim or to cut down, without Grantee paying compensation, any and all trees and brush now or hereafter within said easement area, and shall have the further right, from time to time, to trim and cut down trees and brush along each side of said easement area which now or hereafter in the opinion of Grantee may interfere with or be a hazard to the

facilities installed hereunder, or as Grantee deems necessary to comply with applicable state or federal regulations.

Grantor also grants to Grantee the right to use such portion of said lands contiguous to said easement area as may be reasonably necessary in connection with the excavation, construction, reconstruction, replacement, removal, maintenance and inspection of said facilities.

Grantor hereby covenants and agrees not to place or construct, nor allow a third party to place or construct, any building or other structure, or store flammable substances, or drill or operate any well, or construct any reservoir or other obstruction within said easement area, or diminish or substantially add to the ground level within said easement area, or construct any fences that will interfere with the maintenance and operation of said facilities.

Grantor further grants to Grantee the right to apportion to another public utility (as defined in Section 216 of the California Public Utilities Code) the right to excavate for, construct, reconstruct, replace, remove, maintain, inspect, and use the communications facilities within said easement area including ingress thereto and egress therefrom.

Grantor acknowledges that they have read the "Grant of Easement Disclosure Statement", Exhibit "A", attached hereto and made a part hereof.

The legal description herein, or the map attached hereto, defining the location of this utility distribution easement, was prepared by Grantee pursuant to Section 8730(c) of the Business and Professions Code.

This document may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument.

The provisions hereof shall inure to the benefit of and bind the successors and assigns of the respective parties hereto, and all covenants shall apply to and run with the land.

Dated: _____, _____.

CITY OF KERMAN,
a California municipal corporation

I hereby certify that a resolution was adopted on
the ____ day of _____, 20____, by the

authorizing the foregoing grant of easement.

By _____
Name:
Title:

By _____
Name:
Title:

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of _____)

On _____, before me, _____ Notary Public,
Insert name
 personally appeared _____

_____ ,
 who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

 Signature of Notary Public

(Seal)

CAPACITY CLAIMED BY SIGNER

- ☐ Individual(s) signing for oneself/themselves
- ☐ Corporate Officer(s) of the above named corporation(s)
- ☐ Trustee(s) of the above named Trust(s)
- ☐ Partner(s) of the above named Partnership(s)
- ☐ Attorney(s)-in-Fact of the above named Principal(s)
- ☐ Other _____

Utility Distribution Easement (02/2020)

Attach to LD: 2214-17-

Area, Region or Location: 4

Land Service Office: Fresno

Line of Business: Electric Distribution (43)

Business Doc Type: Easements

MTRSQ: 22.14.17.12.21,

FERC License Number: n/a

PG&E Drawing Number: 35191067

Plat No.: 1417124 (Electric)

LD of Affected Documents: n/a

LD of Cross Referenced Documents: 2214-17-0175

Type of interest: Electric Underground Easements (4), Utility Easement (86)

SBE Parcel: n/a

% Being Quitclaimed: n/a

Order or PM: 35191067

JCN: n/a

County: Fresno

Utility Notice Number: n/a

851 Approval Application No: n/a ;Decision: n/a

Prepared By: m5cf

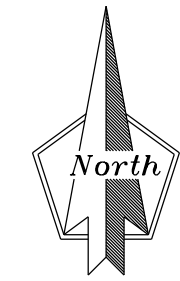
Checked By: jjwm

Pacific Gas and Electric Company**EXHIBIT “A”****GRANT OF EASEMENT DISCLOSURE STATEMENT**

This Disclosure Statement will assist you in evaluating the request for granting an easement to Pacific Gas and Electric Company (PG&E) to accommodate a utility service extension to PG&E’s applicant. **Please read this disclosure carefully before signing the Grant of Easement.**

- You are under no obligation or threat of condemnation by PG&E to grant this easement.
- The granting of this easement is an accommodation to PG&E’s applicant requesting the extension of PG&E utility facilities to the applicant’s property or project. Because this easement is an accommodation for a service extension to a single customer or group of customers, PG&E is not authorized to purchase any such easement.
- By granting this easement to PG&E, the easement area may be used to serve additional customers in the area and **may be used to install additional utility facilities**. Installation of any proposed facilities outside of this easement area will require an additional easement.
- Removal and/or pruning of trees or other vegetation on your property may be necessary for the installation of PG&E facilities. You have the option of having PG&E’s contractors perform this work on your property, if available, or granting permission to PG&E’s applicant or the applicant’s contractor to perform this work. Additionally, in order to comply with California fire laws and safety orders, PG&E or its contractors will periodically perform vegetation maintenance activities on your property as provided for in this grant of easement in order to maintain proper clearances from energized electric lines or other facilities.
- The description of the easement location where PG&E utility facilities are to be installed across your property must be satisfactory to you.
- The California Public Utilities Commission has authorized PG&E’s applicant to perform the installation of certain utility facilities for utility service. In addition to granting this easement to PG&E, your consent may be requested by the applicant, or applicant’s contractor, to work on your property. Upon completion of the applicant’s installation, the utility facilities will be inspected by PG&E. When the facility installation is determined to be acceptable the facilities will be conveyed to PG&E by its applicant.

By signing the Grant of Easement, you are acknowledging that you have read this disclosure and understand that you are voluntarily granting the easement to PG&E. Please return the signed and notarized Grant of Easement with this Disclosure Statement attached to PG&E. The duplicate copy of the Grant of Easement and this Disclosure Statement is for your records.

NE 1/4, SE 1/4
SEC. 12

W. G STREET

S. 3RD STREET

GRANTOR:
CITY OF KERMAN
APN: 023-360-04
"PORTION OF 4TH & F STREET,
LOT 1 THROUGH LOT 3
OF BLOCK 36 & LOT 1 THROUGH LOT 6
OF BLOCK 45 "TOWN OF KERMAN"
BK 3 ROS PG 31, FCR

BASEBALL
FIELD

LD #2214-07-0175

S. 4TH
STREETAPN:
023-147-03APN:
023-147-08APN:
023-147-09APN:
023-148-09APN:
023-148-08APN:
023-144-02APN:
023-144-03APN:
023-144-04APN:
023-144-05APN:
023-144-06APN:
023-144-07

W. F STREET

APN:
023-148-02APN:
023-148-03APN:
023-148-04APN:
023-148-10APN:
023-148-11**LEGEND:**

- GRANTOR'S PARCEL LINE
 APPROXIMATE CENTERLINE LOCATION
 OF THE 10FT WIDE UTILITY EASEMENT
 SERVICE
 ELECTRIC BOX
 14'X14' TRANSFORMER PARCEL

UNLESS OTHERWISE SHOWN ALL COURSES EXTEND
 TO OR ALONG ALL BOUNDARIES OR LINES

Applicant: NEW CINGULAR WIRELESS
 W. 4TH STREET KERMAN CA.
 FRESNO COUNTY

SCALE
NTSDATE
7-7-23SECTION
12TOWNSHIP
14SRANGE
17EMERIDIAN
MDB&M

COUNTY OF: FRESNO

CITY OF: KERMAN

F.B.: M5CF

DR.BY: M5CF

CH.BY: JJWM

PLAT MAP: 1417124 (ELECTRIC)
 REFERENCES: LD #2214-17-0175

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DRAWING NO



STAFF REPORT

MEETING DATE: October 11, 2023

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Study Session - Water, Wastewater and Storm Drain Rate Study 2023 Draft Report (JA)

RECOMMENDATION: Council receive Water, Wastewater and Storm Drain Rate Study 2023 Draft Report and presentation, discuss, receive public input, and provide direction to staff.

EXECUTIVE SUMMARY:

The City of Kerman contracted Lechowicz and Tseng to conduct a study of our Water, Wastewater and Storm Drain Rates and update these rates based on reasonable cost of service to proportionally recover costs, provide funds to cover debt obligations, repair and replacement of infrastructure and fund reserves for emergencies.

Staff provided consultant with financial data, expected capital projects for the next five years, operation and maintenance costs, billing history, revenues and any other data necessary to put together some draft figures for Water, Wastewater and Storm Drain Funds.

Based on input and direction from the Study Session, a Final Report will be prepared. The Final Report will be presented to the Council on October 25. At the meeting, Council will consider accepting the Final Report and set a public hearing date. Once the date is set, staff will prepare and issue the required 45-day public hearing notices. We note the process is different for storm drain which is based on approval by the property owners rather than by majority protest which is the process for water and sewer. Therefore, two notices will be sent. We further note the inclusion of drought water rates will be reviewed from a legal perspective. There may be further information at the Study Session regarding those rates.

One of the major factors in this rate study was the cost of upgrading to cellular meters. Staff is still in the process of starting this procedure, but is already putting together a Request for Proposal to commence this project. Staff is currently obtaining meter reads by having our Waste Water Treatment Plant Grade II Operator drive all around Kerman with an antenna and laptop to pick up the reads.

Because water meters are over 20 years old, they are starting to loose connection and staff has to manually read 450 meters (300 not transmitting and 150 on the list to be upgraded and currently being read manually). After all meters are read, staff has to manually enter all the reads in Springbrook, which currently takes over a week to complete the entire process.

Upgrading to Cellular meters would eliminate all manual labor. Staff no longer would be required to obtain manual reads with the new meters; reads are imported every 15 minutes. Residents will have the capability to log in to Eye on Water, an application which allows residents to monitor usage, sign up for alerts, possible leaks and other helpful information. In addition, other data and information would be available to assist both Public Works and Finance.

The Water Fund is in a healthy financial position with current revenues covering operating costs, capital costs, and debt repayment. The 3% revenue increases is proposed to keep up with inflationary cost increases. However, two rate structure changes are proposed for the water rates: increases to the meter replacement fee and new drought rates. The City currently collects a \$0.50 monthly charge for metering services for all customers. This is proposed to increase to \$6.50 per month for 3/4" meters and \$7.15 per month for 1" meters and scales up for larger meter sizes. This fee is to accumulate funds for the eventual replacement of the meters at the end of their useful lives. It is also recommended the City adopt a series of drought rates. These are optional increases to the volume rate the City could implement during water shortages. They are intended to cover costs when water sales decline due to drought.

Sewer rate increases are needed due to several factors:

1. Revenues need to keep up with inflationary cost increases such as increases to utilities, equipment, and supplies.
2. In recent years, the City has spent down a portion of its reserves to conduct deferred repairs of the wastewater treatment plant. Current sewer reserves are about \$650,000 while the recommended reserve is about \$1 million. It is proposed rate revenues rebuild the reserve over the next five years.
3. The need for the City to maintain strong debt coverage for its outstanding loan. Absent a rate increase, the Sewer Fund is projected to barely meet its debt coverage requirement. As costs increase, the Sewer Fund could fall out of compliance with its loan obligations, which would have a negative impact on the Sewer Fund's credit rating and ability to secure future debt.

The City has not raised its storm drain rates in many years. Current storm drain rate revenues generate about \$85,000 while operating expenses are over \$140,000. Thus, the Storm Drain Fund is operating at a deficit. It is proposed that rate revenues increase to meet operating costs and have reserves available to fund major capital projects. Moreover, it is proposed the City adjust its rate structure. Storm rates are currently billed as a fixed charge of \$1.60 per month for residential customers and a volume rate of \$0.0736 per 1,000 gallon of metered water use (if over the \$1.60 minimum) for non-residential customers. It is recommended the City bill for storm services based on land use type and parcel size as these factors are more indicative of each customer's impact on the storm drain system.

Below is a draft rate schedule of the Water, Wastewater and Storm Drain Rates, which would commence February 1, 2023, through December 31, 2028.

Table 8: Proposed Monthly Water Rates
City of Kerman
Utility Rate Study

Meter Size	Current	Proposed Proposition 218								
		February 1, 2024			January 1, 2025			January 1, 2026		
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee
3/4"	\$28.67	\$29.26	\$6.50	\$35.76	\$30.14	\$6.50	\$36.64	\$31.04	\$6.50	\$37.54
1"	\$43.81	\$44.75	\$7.15	\$51.90	\$46.09	\$7.15	\$53.24	\$47.47	\$7.15	\$54.62
1.5"	\$81.65	\$83.46	\$8.45	\$91.91	\$85.96	\$8.45	\$94.41	\$88.54	\$8.45	\$96.99
2"	\$127.07	\$129.92	\$9.75	\$139.67	\$133.82	\$9.75	\$143.57	\$137.83	\$9.75	\$147.58
3"	\$248.18	\$253.82	\$13.00	\$266.82	\$261.43	\$13.00	\$274.43	\$269.27	\$13.00	\$282.27
4"	\$384.43	\$393.20	\$16.25	\$409.45	\$405.00	\$16.25	\$421.25	\$417.15	\$16.25	\$433.40
6"	\$762.91	\$780.36	\$19.50	\$799.86	\$803.77	\$19.50	\$823.27	\$827.88	\$19.50	\$847.38
Volume Rate (\$/1,000 gallons)	\$1.27			\$1.33			\$1.37			\$1.41
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.39			\$1.43			\$1.47
25% Water Cutback				\$1.50			\$1.55			\$1.60
40% Water Cutback				\$1.68			\$1.73			\$1.78
Meter Size		Proposed Proposition 218								
		January 1, 2027			January 1, 2028					
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee			
3/4"		\$31.97	\$6.50	\$38.47	\$32.93	\$6.50	\$39.43			
1"		\$48.89	\$7.15	\$56.04	\$50.36	\$7.15	\$57.51			
1.5"		\$91.20	\$8.45	\$99.65	\$93.94	\$8.45	\$102.39			
2"		\$141.96	\$9.75	\$151.71	\$146.22	\$9.75	\$155.97			
3"		\$277.35	\$13.00	\$290.35	\$285.67	\$13.00	\$298.67			
4"		\$429.66	\$16.25	\$445.91	\$442.55	\$16.25	\$458.80			
6"		\$852.72	\$19.50	\$872.22	\$878.30	\$19.50	\$897.80			
Volume Rate (\$/1,000 gallons)				\$1.45			\$1.49			
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.52			\$1.56			
25% Water Cutback				\$1.64			\$1.69			
40% Water Cutback				\$1.84			\$1.89			

Table 9: Current and Proposed Sewer Rates**City of Kerman****Utility Rate Study**

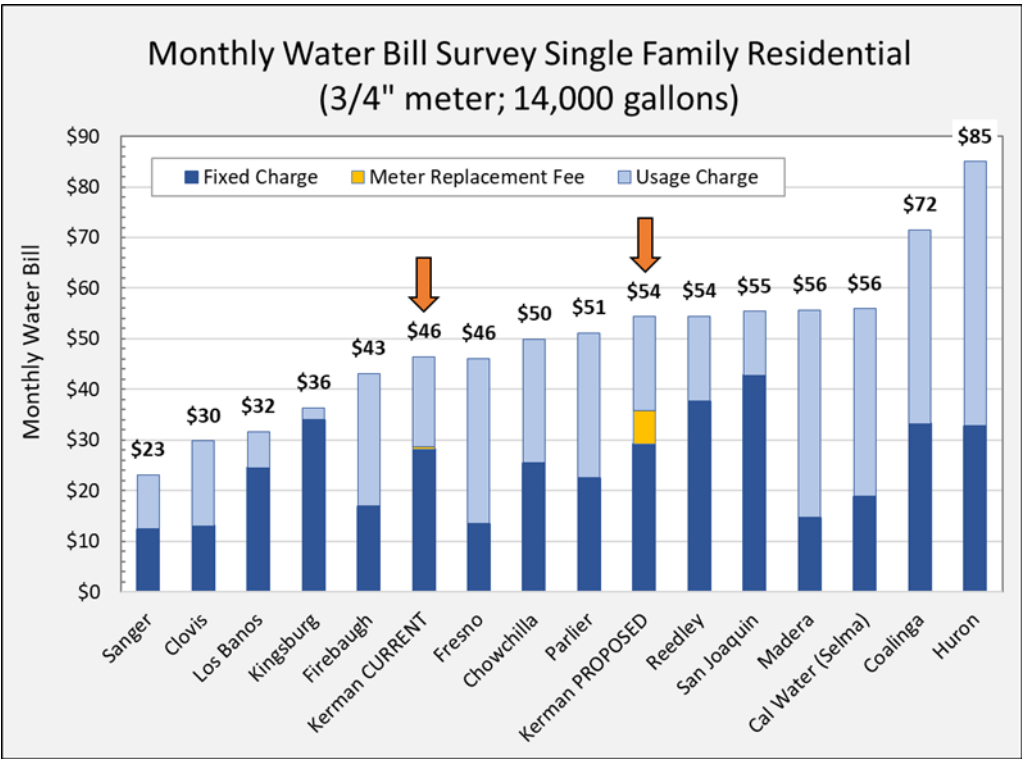
Fixed Charges (\$/mo)	Current Rates	Proposed				
		1-Feb-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28
Residential						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$19.12</u>	<u>\$20.72</u>	<u>\$22.38</u>	<u>\$24.17</u>	<u>\$26.10</u>	<u>\$28.19</u>
Total	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Multi-Family Unit						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$10.75</u>	<u>\$15.54</u>	<u>\$16.78</u>	<u>\$18.12</u>	<u>\$19.57</u>	<u>\$21.14</u>
Total	\$26.28	\$31.33	\$33.83	\$36.53	\$39.45	\$42.61
Commercial (Base)	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Commercial Volume Rates (\$/1,000 gal)						
Low Strength	\$2.39	\$2.59	\$2.80	\$3.02	\$3.26	\$3.52
Medium Strength	\$2.75	\$2.98	\$3.22	\$3.48	\$3.76	\$4.06
High Strength	\$3.18	\$3.44	\$3.72	\$4.02	\$4.34	\$4.69

Table 4: Proposed Monthly Storm Drain Rates**City of Kerman****Utility Rate Study**

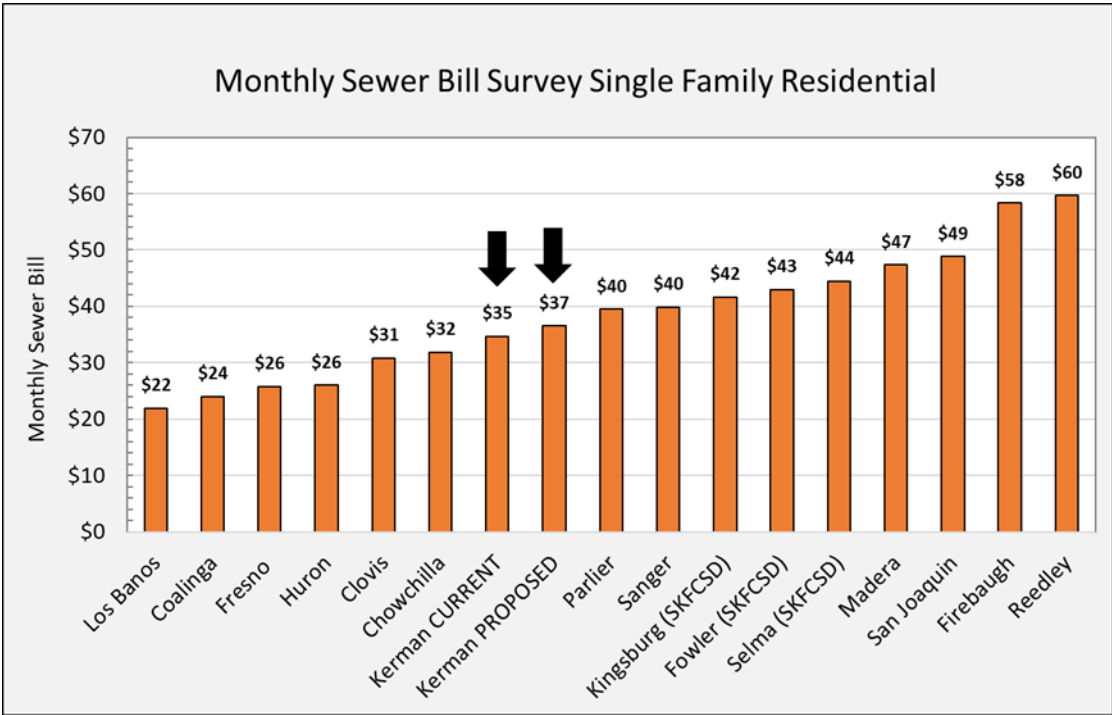
Customer Class	Current		Proposed					
			1-Feb-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	
Single Family	per account	\$1.60	per account	\$1.45	\$1.49	\$1.53	\$1.58	\$1.63
Multi-Family	per account	\$1.60	per acre	\$10.65	\$10.97	\$11.30	\$11.64	\$11.99
Commercial	per account	\$1.60	per acre	\$12.17	\$12.54	\$12.92	\$13.31	\$13.71
Industrial	per account	\$1.60	per acre	\$13.69	\$14.10	\$14.52	\$14.96	\$15.41
Church	per account	\$1.60	per acre	\$7.60	\$7.83	\$8.06	\$8.30	\$8.55
Schools	per account	\$1.60	per acre	\$4.56	\$4.70	\$4.84	\$4.99	\$5.14
Parks	per account	\$1.60	per acre	\$1.52	\$1.57	\$1.62	\$1.67	\$1.72

Water, Wastewater and Storm Drain Rate Comparison to other local utilities

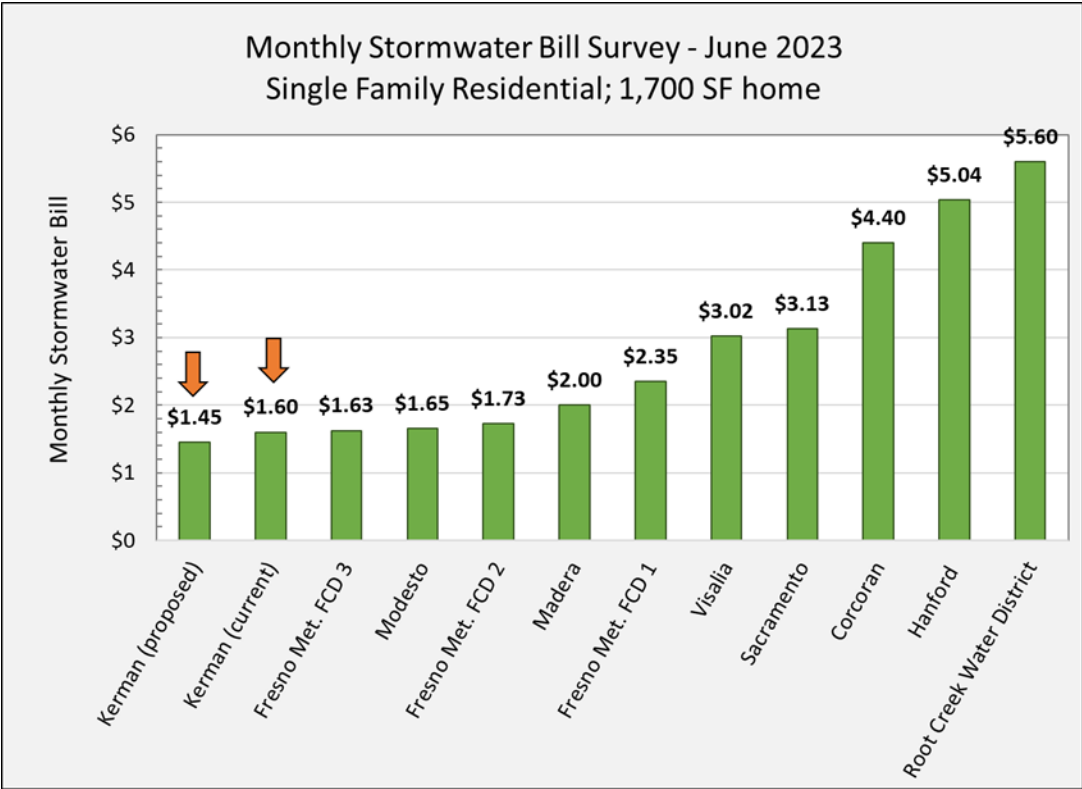
In comparison to other utilities, the water rate would be in mid-range with most other cities at about \$54.00 and as noted on the graph below, the water meter replacement fee is primarily the reason for the increase.



The wastewater rate is in the low mid-range when compared to other utilities. The wastewater rate would be increased to about \$37.00.



The Storm Drain Rate is on the lowest end when compared to other utilities. It was difficult to find other Fresno County cities billing for storm drain to compare rates. Storm drain for residential accounts would decrease by about \$0.15 for the first year and storm drain would bill per acre for every other service.



FISCAL IMPACT:

The proposed fees, if adopted, would generate an increase to all three funds to help maintain all infrastructure, operations and maintenance, new and ongoing capital projects, debt obligations and help maintain a health reserve balance for emergencies.

ATTACHMENTS:

A. Water, Wastewater and Storm Drain Rate Study 2023 Draft Report



CITY OF KERMAN

Water, Wastewater, and Storm Drain Rate Study

DRAFT REPORT
October 11, 2023



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SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY

1.1 Background

The City of Kerman (City) provides water and wastewater service to about 3,900 customers. The City's sole source of water supply is groundwater with some surface water purchased from the Fresno Irrigation District for recharge. The City owns and operates a local wastewater plant to treat and dispose of customer discharge. Kerman last conducted an in-depth water and sewer rate study in 2018. Rate updates are needed for both utilities to maintain balanced budgets and fund infrastructure improvements. In particular, the sewer utility has spent down its reserves in recent years to fund deferred maintenance of the wastewater treatment plant. Sewer rate increases are needed to keep up with inflationary operating cost increases, maintain strong debt coverage, and build-up reserves over the next five years. This rate study also includes an analysis of storm drain rates which were not included in the 2018 study. The Storm Drain Enterprise Fund is currently operating at a deficit and must increase rates to meet the cost of providing service.

1.2 Requirements of Proposition 218

Proposition 218, the "Right to Vote on Taxes Act", was approved by California voters in November 1996 and is codified as Articles XIIC and XIID of the California Constitution. Proposition 218 establishes requirements for imposing any new or increasing any existing property-related fees and charges. For many years, there was no legal consensus on whether water and sewer service fees met the definition of "property-related fees." In July 2007, the California Supreme Court essentially confirmed that Proposition 218 applies to water and wastewater service fees.

1.2.1 Water and Sewer Rate Adjustments

The City must follow the procedural requirements of Proposition 218 for water and sewer rate increases. These requirements include:

1. **Noticing Requirement** – The City must mail a notice of the proposed rate increases to all affected property owners or ratepayers. The notice must specify the amount of the fee, the basis upon which it was calculated, the reason for the fee, and the date/time/location of a public rate hearing at which the proposed rates will be considered/adopted.
2. **Public Hearing** – The City must hold a public hearing prior to adopting the proposed rate increases. The public hearing must be held not less than 45 days after the required notices are mailed.
3. **Rate Increases Subject to Majority Protest** - At the public hearing, the proposed rate increases are subject to majority protest. If more than 50% of affected property owners or ratepayers submit written protests against the proposed rate increases, the increases cannot be adopted.

Proposition 218 also established substantive requirements that apply to water and sewer rates and charges, including:

1. **Cost of Service** - Revenues derived from the fee or charge cannot exceed the funds required to provide the service. In essence, fees cannot exceed the “cost of service”.
2. **Intended Purpose** - Revenues derived from the fee or charge can only be used for the purpose for which the fee was imposed.
3. **Proportional Cost Recovery** - The amount of the fee or charge levied on any customer shall not exceed the proportional cost of service attributable to that customer.
4. **Availability of Service** - No fee or charge may be imposed for a service unless that service is used by, or immediately available to, the owner of the property.
5. **General Government Services** - No fee or charge may be imposed for general governmental services where the service is available to the public at large.

Charges for water and sewer collection are exempt from additional voting requirements of Proposition 218, provided the charges do not exceed the cost of providing service and are adopted pursuant to procedural requirements of Proposition 218.

1.2.2 Storm Drain Rate Adjustments

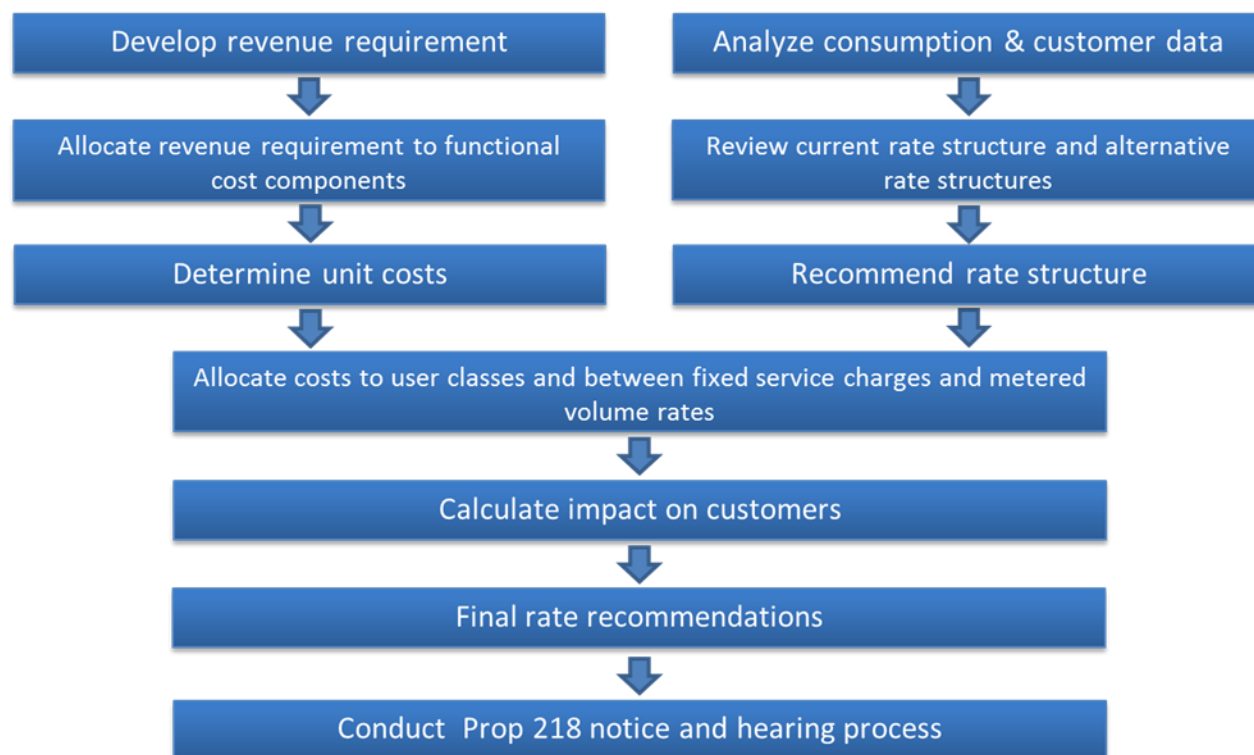
Storm drain rates are also property-related fees subject to the substantive requirements listed above. However, storm drain rates are subject to the following procedural requirements:

1. **Public hearing** - Notice of public hearing must be mailed to property owners of record and tenants directly responsible for the fee at least 45 days prior to the public hearing.
2. **Election** - If there is not a majority protest, then the City must conduct an election of either the affected property owners or the electorate residing in the affected area. The election shall be conducted not less than 45 days after the majority protest public hearing.
3. **Tabulation** - Tabulate votes and certify the outcome of the election. Each parcel subject to the fee has one vote. No weighted ballot process is required for the adoption of property-related fees such as storm drain service fees. 50% majority approval of received ballots is required to adopt the fee.

1.3 Rate Study Process

This section details the development of the City’s utility rates via the Proposition 218 process as shown in the following figure.

Figure 1: Comprehensive Cost of Service Study Process



The following is a brief description of the rate study process:

- **Revenue Requirements** - Revenue requirements are analyzed via financial plans developed from utility budgets. Based on the best information currently available, the financial plans incorporate projected operation and maintenance costs, capital expenditures, debt service, and growth to estimate annual revenue requirements. The plans serve as a roadmap for funding the City's future operating and capital programs while maintaining long-term fiscal stability.
- **Cost of Service Allocation** - The cost of service process builds on the financial plan analysis and assigns costs to functional cost components.
- **Rate Design** - Rate design involves developing a rate structure that proportionately recovers costs from customers. Final rate recommendations are designed to (a) fund the utilities' short- and long-term costs of providing service; (b) proportionately allocate costs to all customers and customer classes; and (c) comply with the substantive requirements of Proposition 218.

1.4 Proposed Rates

The findings and recommendations presented in this report were developed with substantial input from staff and City Council. The proposed water, wastewater, and storm drain rates are provided in **Error! Reference source not found.**, Table 2, and Table 3 respectively. The first rate change for water and sewer is proposed to go into effect February 1, 2024 and the first rate change for the storm drain utility is proposed to go into effect March 1, 2024 due to the additional time required for balloting. It is proposed that rate changes for subsequent years for all three utilities go into effect each January 1 through 2028.

1.4.1 Proposed Water Rates

For water service, the City charges a fixed meter fee based on the size of the meter plus a volume rate billed to each 1,000 gallons of water used. It is proposed that the current meter fee and volume rate be increased to keep up with inflationary cost increases. The proposed water rates also include a schedule of drought rates, which would only be implemented during a water shortage emergency. The City does not currently have a schedule of drought rates. Under drought conditions, the meter charges would remain the same, but the consumption rate would increase according to the level of water cutback. Drought rates are intended to make the City financially whole, cover costs, and avoid a loss of revenues due to lower water sales.

It is also proposed that the City increase the current water meter replacement fee of \$0.50 per month per customer. The cost of meter replacement ranges from a few hundred dollars to thousands based on meter size and the City intends to accumulate funds over time to cover these costs. It is proposed that the 3/4" meter replacement fee be set at \$6.50 per month and the replacement fee for larger meters be scaled up, see Table 1.

1.4.2 Proposed Sewer Rates

For wastewater service, the City bills residential customers a fixed monthly charge which encompasses customer service, capacity, and flow related costs. Commercial customers are charged a fixed base fee plus volume rates based on wastewater pollutant strength. No rate structure changes are proposed for the wastewater rates. The single family residential bill is proposed to increase from \$34.65 to \$36.51 per month on February 1, 2024, see Table 2.

1.4.3 Proposed Storm Drain Rates

Storm drain rates are currently billed as a fixed charge of \$1.60 per month for residential customers and a volume rate of \$0.0736 per 1,000 gallon of metered water use (if over the \$1.60 minimum) for non-residential customers. It is recommended that the City bill for storm services based on land use type and parcel size as these factors are more indicative of each customer's impact on the storm drain system, see Table 3. It is proposed that all single family residential customers be charged the cost of service of an average residential parcel based on 0.19 acres.

Table 1: Current and Proposed Monthly Water Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

		Proposed Proposition 218								
		February 1, 2024			January 1, 2025			January 1, 2026		
Meter Size	Current *	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee
3/4"	\$28.67	\$29.29	\$6.50	\$35.79	\$30.17	\$6.50	\$36.67	\$31.08	\$6.50	\$37.58
1"	\$43.81	\$44.80	\$7.15	\$51.95	\$46.14	\$7.15	\$53.29	\$47.52	\$7.15	\$54.67
1.5"	\$81.65	\$83.56	\$8.45	\$92.01	\$86.07	\$8.45	\$94.52	\$88.65	\$8.45	\$97.10
2"	\$127.07	\$130.08	\$9.75	\$139.83	\$133.98	\$9.75	\$143.73	\$138.00	\$9.75	\$147.75
3"	\$248.18	\$254.14	\$13.00	\$267.14	\$261.76	\$13.00	\$274.76	\$269.61	\$13.00	\$282.61
4"	\$384.43	\$393.70	\$16.25	\$409.95	\$405.51	\$16.25	\$421.76	\$417.68	\$16.25	\$433.93
6"	\$762.91	\$781.36	\$19.50	\$800.86	\$804.80	\$19.50	\$824.30	\$828.94	\$19.50	\$848.44
Volume Rate (\$/1,000 gallons)	\$1.27			\$1.33			\$1.37			\$1.41
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback		\$1.39			\$1.43			\$1.47		
25% Water Cutback		\$1.51			\$1.55			\$1.60		
40% Water Cutback		\$1.68			\$1.73			\$1.79		
		Proposed Proposition 218						* includes \$0.50 meter replacement fee “Meter fee” – proposed meter replacement fee		
		January 1, 2027			January 1, 2028					
Meter Size		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee			
3/4"		\$32.01	\$6.50	\$38.51	\$32.97	\$6.50	\$39.47			
1"		\$48.95	\$7.15	\$56.10	\$50.42	\$7.15	\$57.57			
1.5"		\$91.31	\$8.45	\$99.76	\$94.05	\$8.45	\$102.50			
2"		\$142.14	\$9.75	\$151.89	\$146.40	\$9.75	\$156.15			
3"		\$277.70	\$13.00	\$290.70	\$286.03	\$13.00	\$299.03			
4"		\$430.21	\$16.25	\$446.46	\$443.12	\$16.25	\$459.37			
6"		\$853.81	\$19.50	\$873.31	\$879.42	\$19.50	\$898.92			
Volume Rate (\$/1,000 gallons)				\$1.45			\$1.49			
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback					\$1.52			\$1.56		
25% Water Cutback					\$1.65			\$1.70		
40% Water Cutback					\$1.84			\$1.89		

Table 2: Current and Proposed Monthly Wastewater Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Fixed Charges (\$/mo)	Current	Proposed Proposition 218				
		February 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Residential						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$19.12</u>	<u>\$20.72</u>	<u>\$22.38</u>	<u>\$24.17</u>	<u>\$26.10</u>	<u>\$28.19</u>
Total	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Multi-Family Unit						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$10.75</u>	<u>\$15.54</u>	<u>\$16.78</u>	<u>\$18.12</u>	<u>\$19.57</u>	<u>\$21.14</u>
Total	\$26.28	\$31.33	\$33.83	\$36.53	\$39.45	\$42.61
Commercial (Base)	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Commercial Volume Rates (\$/1,000 gal)						
Low Strength	\$2.39	\$2.59	\$2.80	\$3.02	\$3.26	\$3.52
Medium Strength	\$2.75	\$2.98	\$3.22	\$3.48	\$3.76	\$4.06
High Strength	\$3.18	\$3.44	\$3.72	\$4.02	\$4.34	\$4.69

Table 3: Current and Proposed Monthly Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Billing Method Current		Proposed Proposition 218 ⁺					
			Billing Method	March 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Single Family	Per dwelling	\$1.60	Per dwelling	\$1.42	\$1.46	\$1.50	\$1.55	\$1.60
Multi-family	Per dwelling	\$1.60	Per acre	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66
Commercial	*	*	Per acre	\$11.85	\$12.21	\$12.58	\$12.96	\$13.35
Industrial	*	*	Per acre	\$13.33	\$13.73	\$14.14	\$14.56	\$15.00
Church	*	*	Per acre	\$7.40	\$7.62	\$7.85	\$8.09	\$8.33
Schools	*	*	Per acre	\$4.44	\$4.57	\$4.71	\$4.85	\$5.00
Parks	*	*	Per acre	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67

* Currently, all non-residential customers are billed based on metered water service. The current rate is \$0.0736/1,000 gallons of non-irrigation water use with a minimum fee of \$1.60 per month.

+ For accounts for which the City cannot determine a parcel size, the minimum fee is 1/5 of the proposed rate per acre

1.4.4 Bill Impacts

The typical monthly water use of a single family customer is 14,000 gallons per month and the most common residential meter size is 3/4". Based on these parameters, the City's current typical combined utility bill (water, sewer, and storm) is \$82.70 per month. After the proposed increase, the typical residential bill would increase to \$92.34 per month, an increase of about 12%, see Figure 2. A survey comparing the City of Kerman's current and proposed 2024 water and sewer bill with other local utilities is provided in Figure 3.

Figure 2: Combined Average Single Family Residential Bill

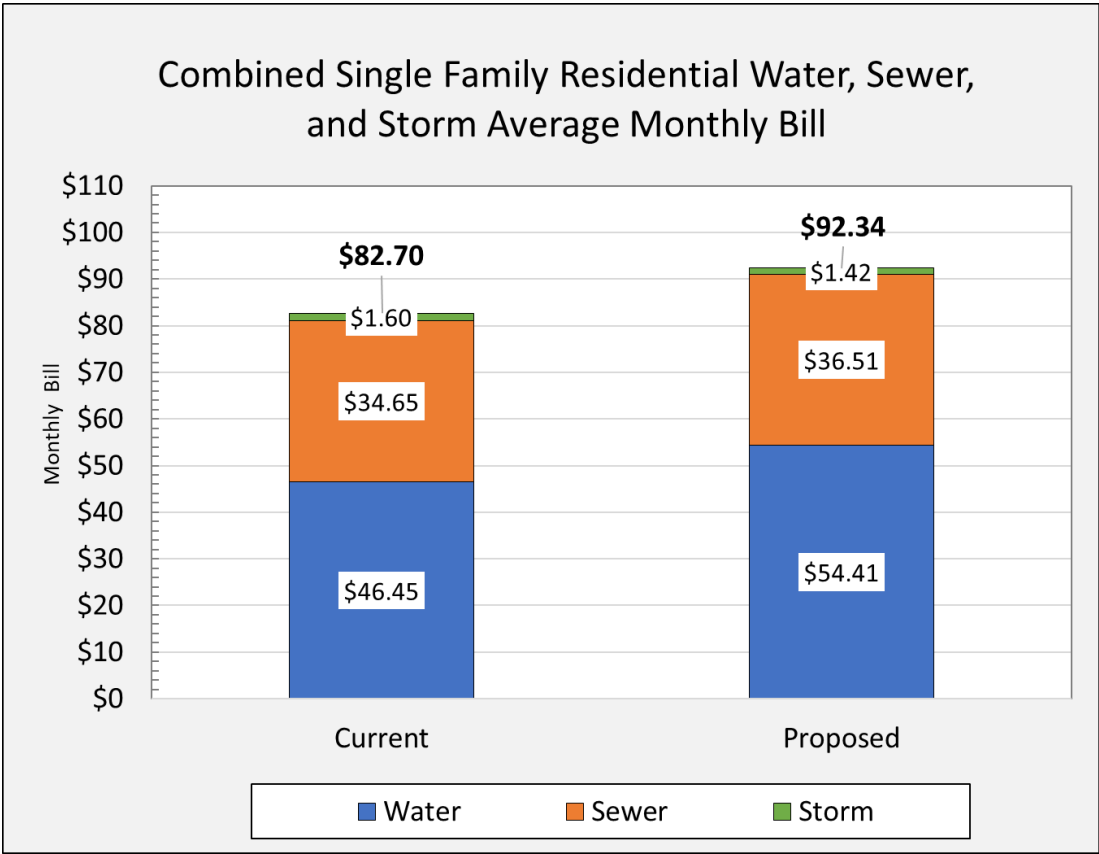
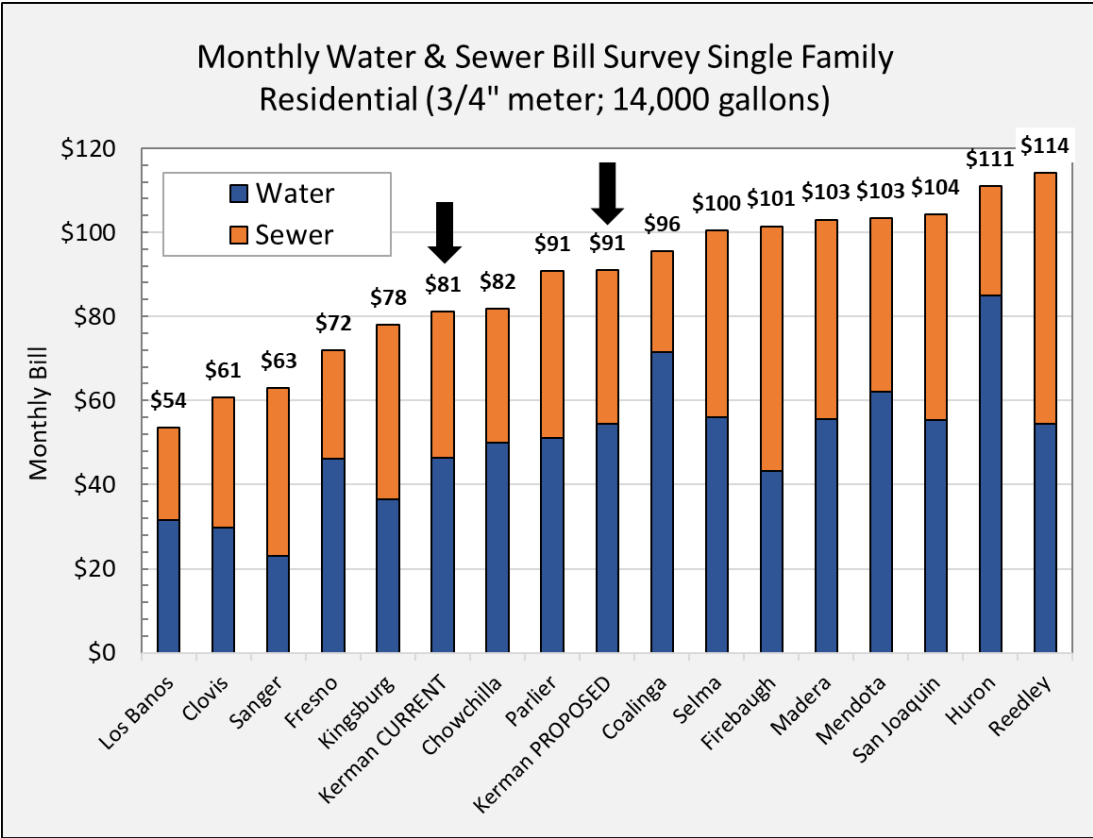


Figure 3: Water and Sewer Bill Survey



SECTION 2: CURRENT RATES AND CUSTOMER BASE

This section provides an overview of the City's current water, wastewater, and storm drain rates, customer base, water usage statistics, and current rate revenues.

2.1 Current Water Rates and Usage Statistics

The City bills for water, sewer, and storm drain service monthly. Customers are charged based on the size of their water meter ranging from 3/4" up to 6". In addition, the City bills all customers a \$0.50 fee to accumulate funds for the eventual replacement of the meter at the end of its useful life. The meter replacement fee is estimated to generate about \$23,500 annually. Customers are also billed a uniform volume rate through which all consumption is charged \$1.27/1,000 gallons, see **Error! Reference source not found.** At current rates (effective January 1, 2023), it is estimated that the City would collect about \$2.8 million annually not including the meter replacement fee. About two thirds of revenues are collected from fixed fees and about one third of rate revenues are collected from volume rates.

Table 4: Current Customers by Meter Size and Estimated Water Use
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	# of Customers	Current Meter Replacement Fee	Annual Meter Replacement Revenues	Current Monthly Base Fee	Annual Base Fee Revenues	% of total [1]
3/4"	2,979	\$0.50	\$17,874	\$28.17	\$1,007,021	
1"	752	\$0.50	\$4,512	\$43.31	\$390,829	
1.5"	41	\$0.50	\$246	\$81.15	\$39,926	
2"	115	\$0.50	\$690	\$126.57	\$174,667	
3"	12	\$0.50	\$72	\$247.68	\$35,666	
4"	20	\$0.50	\$120	\$383.93	\$92,143	
6"	4	\$0.50	\$24	\$762.41	\$36,596	
	3,923		\$23,538		\$1,776,848	63.6%
Consumption (1,000 gals)	801,627			\$1.27 (\$/1,000 gal)	\$1,018,066	36.4%
				Subtotal	\$2,794,914	100.0%
				Less 1% delinquency	<u>(\$27,949)</u>	
				Total	\$2,766,965	

1 – Does not include meter replacement fee revenues

2.2 Current Wastewater Rates

The City of Kerman has a separate schedule of charges for single family residential, multi-family residential, and commercial sewer customers, see Table 5. Single family and multi-family customers are billed a fixed monthly fee per dwelling unit consisting of a base charge plus a flow charge. The base charge is the same for both residential customer classes, but each class pays a different flow charge. The base charge reflects the common customer service costs while the flow charge accounts for the greater volume of wastewater discharge of single family customers.

Commercial customers are charged different fees based on the different challenges associated with providing wastewater services to commercial customers. The base charge is the same as for the residential customer classes and is used to offset the costs of customer service. Unlike the residential classes, commercial customers are charged one of three different flow rates. These three classes of commercial customers are low, medium, and high strength, which correspond to the wastewater pollutant characteristics (biochemical oxygen demand and total suspended solids) of each group. Per City policy, commercial customers use dedicated irrigation meters for outdoor water use (i.e. use that is not discharged into the sewer). Irrigation water use is not billed for wastewater service.

Table 5: Current Wastewater Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class		Current Rate	
Single Family Residential			
Base	\$15.53		
Flow	<u>\$19.12</u>		
Total	\$34.65	\$ /month per dwelling unit	
Multifamily Residential			
Base	\$15.53		
Flow	<u>\$10.75</u>		
Total	\$26.28	\$ /month per dwelling unit	
Commercial			
Base	\$15.53	\$ /month per account +	
Low Strength	\$2.39	\$ /1,000 gallons	
Medium Strength	\$2.75	\$ /1,000 gallons	
High Strength	\$3.18	\$ /1,000 gallons	

Table 6 provides estimated annual Wastewater Fund rate revenues. About 95% of revenues are collected from the fixed residential and commercial customer charges and about 5% of rate revenues are collected from commercial flow rates.

Table 6: Estimated Sewer Revenues at Current Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Category	Customer Count	Fixed Monthly Fee	Fixed Annual Revenue	
Commercial Accounts	188	\$15.53	\$35,036	
Single Family Dwelling Units	3,439	\$34.65	\$1,429,936	
Multi Family Dwelling Units	<u>1,114</u>	\$26.28	<u>\$351,311</u>	
Total Accounts/Dwelling Units	4,741		\$1,816,283	95.3%
	Annual Commercial Flows (1,000 gal)	\$/1,000 gal	Volumetric Annual Revenue	
Low Strength	15,663	\$2.39	\$37,435	
Medium Strength	4,490	\$2.75	\$12,347	
High Strength	<u>12,460</u>	\$3.18	<u>\$39,624</u>	
Total Commercial Flows	32,613		\$89,406	4.7%
Total Annual Revenue			\$1,905,689	100.0%

2.3 Current Storm Drain Rates

Currently, residential customers (single- and multi-family) are charged a flat rate of \$1.60 per month while all other customer classes (commercial, industrial, church, school, and park) are charged a flow-based fee at a rate of \$0.0736 per 1,000 gallons with a \$1.60 minimum charge, see Table 7 below. The storm drain rates currently generate about \$83,000 in annual revenues.

Table 7: Current Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Billing Method	Current
Single Family	Per dwelling unit	\$1.60
Multifamily	Per dwelling unit	\$1.60
Commercial	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Industrial	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Church	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Schools	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Parks	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.

SECTION 3: WATER REVENUE REQUIREMENT

Proposition 218 requires that utility rates be based on the reasonable cost of providing service to customers. The cost of service includes annual operating expenses, debt service payments, capital projects, and the accumulation of appropriate reserves. The water, wastewater, and storm drain utility costs of service were developed based on the FY2023/24 adopted budget, capital projects developed by staff, and reserve recommendations based on industry standard practice.

3.1 Cost of Service

In FY2024, the water utility's operating budget is approximately \$1.98 million including costs from both the Water Operations Fund and the Water Administrative Fund. Major line-items include administration, salaries and benefits, groundwater management expenses, utilities (electricity for pumping), and chlorine. Most costs are projected to increase by 3% annually. Operations also funds debt service for the City's 2003 State Water Resources Control Board (SWRCB) loan. The annual cost is \$165,000. The loan has a 20-year term and will mature January 2028. The cost of service also includes repair and replacement projects that correct deficiencies in existing infrastructure. Costs associated with system expansion are funded by impact fees and major facilities fees and are not included in this rate study. In FY2025 and beyond, the cost of service includes funding of \$307,000 of annual capital costs to cover items such as pipeline repairs and replacements, main breaks, replacement of large equipment or vehicles, and other unanticipated needs.

The main revenue source to cover operations is water rate revenues. Current rate revenues are estimated at \$2.8 million excluding meter replacement fee revenues, see Table 4. Other revenue sources include interest earnings, water wasting violations, credit card convenience fees, and miscellaneous revenues. Non-rate revenue sources are projected to generate about \$40,000 annually.

It is recommended that the Operations Fund maintain reserves equal to 50% of annual operating costs (including capital outlay and excluding other capital projects) plus 100% of the annual debt service cost. Fund reserves are a critical tool that allow the City to maintain its financial health and positive credit rating during emergencies. Moreover, funding can be drawn from reserves to supplement rate revenues lost during drought conditions.

3.2 Cash Flow

The Water Fund operating cash flow is provided in Table 8. It is proposed that the City adopt inflationary rate increases of 3% annually keep up with the costs of materials and supplies. This level of rate increase will allow the Water Fund to continue to generate positive net revenues, pay off debt, and accumulate reserves for future capital projects.

Table 8: Water Cash Flow
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Proposition 218				
	FY2024	FY2025	FY2026	FY2027	FY2028
Effective Date	Feb 1	Jan 1	Jan 1	Jan 1	Jan 1
Rate Revenue Increase	3.00%	3.00%	3.00%	3.00%	3.00%
Beginning Fund Balance	\$1,074,000	\$1,547,000	\$1,879,000	\$2,212,000	\$2,544,000
REVENUES					
Water Rates [1]	2,802,000	2,884,000	2,971,000	3,060,000	3,152,000
Interest Earnings	10,000	10,000	10,000	10,000	10,000
Penalties	10,000	10,000	10,000	10,000	10,000
Misc	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>	<u>20,000</u>
TOTAL REVENUES	2,842,000	2,924,000	3,011,000	3,100,000	3,192,000
Operating Expenses					
Water Admin (Account 410 5005)	525,000	541,000	557,000	574,000	591,000
Staffing	622,000	653,000	686,000	720,000	756,000
Water Conservation Measures	40,000	41,000	42,000	43,000	44,000
Professional Services	97,000	100,000	103,000	106,000	109,000
Utilities	425,000	489,000	513,000	539,000	566,000
Surface Water (Fresno Irrigation District)	58,000	60,000	62,000	64,000	66,000
Chlorine and Supplies [2]	55,000	72,000	74,000	76,000	78,000
State Fees and Permits	25,000	26,000	27,000	28,000	29,000
Groundwater Sustainability	24,000	25,000	26,000	27,000	28,000
Hydrant Meter Replacements	5,000	5,000	5,000	5,000	5,000
Internal Service Funds, Misc., Admin	<u>105,000</u>	<u>108,000</u>	<u>111,000</u>	<u>114,000</u>	<u>117,000</u>
Total Operating Expenses	1,981,000	2,120,000	2,206,000	2,296,000	2,389,000
Net Operating Revenues	861,000	804,000	805,000	804,000	803,000
Debt Service - 2003 Loan	165,000	165,000	165,000	165,000	165,000
Debt Coverage Ratio	5.2	4.9	4.9	4.9	4.9
Capital Funding					
Miscellaneous Repairs	100,000	300,000	300,000	300,000	300,000
Water Conservation Measures	7,000	7,000	7,000	7,000	7,000
Well 12 Repairs	2,500	0	0	0	0
Update PLC/HMI Upgrade/ Flowmeter Compatibility	91,500	0	0	0	0
Well 17 Repairs	10,000	0	0	0	0
500 gal Chlorine Tanks (6)	<u>12,000</u>	<u>0</u>	<u>0</u>	<u>0</u>	<u>0</u>
Total Capital	223,000	307,000	307,000	307,000	307,000
Total Net Revenues	473,000	332,000	333,000	332,000	331,000
Ending Fund Balance	1,547,000	1,879,000	2,212,000	2,544,000	2,875,000
Recommended Fund Balance (6 month O&M plus debt payment)	1,156,000 YES	1,218,000 YES	1,261,000 YES	1,306,000 YES	1,352,000 YES

Note: meter replacement fee revenues are not reflected in the cash flows. It is assumed that these revenues will be transferred to a designated fund.

1 - Rate revenues for each fiscal year reflect a portion of the year billed at the prior calendar year's rates and a portion of the year reflecting the rate increase shown

2 - Cost increase of 30% in FY2025 for new chlorination expenses for all seven wells

SECTION 4: WATER COST ALLOCATION & RATE DESIGN

The revenue requirement detailed in the previous section determines the amount of revenue to be recovered from water rates. The cost of service allocation determines how revenues will be recovered from customers based on how they use the water system. Proposition 218 requires that agencies providing “property-related services” (including water utility service) set rates and charges that are based on the cost of providing those services.

4.1 Background

The purpose of the cost allocation is to classify costs and to determine the amount of revenue that will be recovered from fixed charges and from volume rates. The American Water Works Association (AWWA) recommends methods to classify costs among various customer including the Base-Extra Capacity Method and the Commodity-Demand Method. These methods are particularly useful for water utilities that assign costs between average and peak use and allocate costs across different customer classes. The City of Kerman has not determined peaking factors and has a simple rate structure consisting of a schedule of meter fees and a single volume rate applicable to all customers. Rates are not differentiated by customer class. Thus, it is recommended that the City continue to use a simplified cost allocation method whereby volume rates recover the costs of expenses related to providing water under average demand and peak demand conditions as well as long-term supply. Meter fees recover fixed costs associated with maintaining water system capacity and customer service fees recover costs associated with administration, billing, and answering customer inquiries, see Table 9. It is proposed that about 36.7% of rate revenues be collected from volume rates and about 63.3% of rate revenues be collected from fixed charges.

Table 9: Water Cost Allocation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Budget	Cost Allocation		
	FY2024	Cust. Serv	Meter Fees	Volume Rates
Operating Expenses				
Water Admin (Account 410 5005)	525,000	33%	67%	0%
Staffing	622,000	0%	50%	50%
Water Conservation Measures	40,000	0%	0%	100%
Professional Services	97,000	25%	75%	0%
Utilities	425,000	0%	0%	100%
Surface Water FID	58,000	0%	0%	100%
Chlorine and Supplies	55,000	0%	0%	100%
State Fees and Permits	25,000	0%	100%	0%
Groundwater Sustainability	24,000	0%	100%	0%
Hydrant Meter Replacements	5,000	0%	100%	0%
Internal Service Funds, Misc., Admin	<u>105,000</u>	<u>33%</u>	<u>67%</u>	<u>0%</u>
Total Operating Expenses	1,981,000	234,250	857,750	889,000
Debt Service - 2003 Loan	165,000	<u>0%</u>	<u>100%</u>	<u>0%</u>
		0	165,000	0
Capital Funding (5-year avg)				
Miscellaneous Repairs	260,000	0%	100%	0%
Water Conservation Measures	7,000	50%	0%	50%
Well 12 Repairs	500	0%	100%	0%
Update PLC/HMI Upgrade/Flowmeter	18,300	0%	100%	0%
Well 17 Repairs	<u>2,000</u>	<u>0%</u>	<u>100%</u>	<u>0%</u>
Total Capital	287,800	3,500	280,800	3,500
Total Cost of Service	2,433,800	237,750	1,303,550	892,500
Proposed Cost Allocation	100.0%	9.8%	53.6%	36.7%

4.2 Meter Equivalents

Based on AWWA guidelines, it is proposed that the meter fees (and associated costs to maintain capacity in the water system) be scaled to the maximum flow rate in gallons per minute (gpm) of each meter size. The flow of larger meters compared to the 3/4" meter determines the number of meter equivalents. Meter equivalents for FY2024 are calculated in Table 10.

Table 10: Meter Equivalents
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	# of Customers	Operating Capacity (gpm) [1]	Meter Ratio	# of Meter Equivalents [2]
3/4"	2,979	30	1.00	2,979.00
1"	752	50	1.67	1,253.33
1.5"	41	100	3.33	136.67
2"	115	160	5.33	613.33
3"	12	320	10.67	128.00
4"	20	500	16.67	333.33
6"	4	1,000	33.33	133.33
	3,923			5,577.00

[1] Gallons per minute (gpm) safe maximum operating capacity for C712-10 singlejet type meter

[2] Meter ratio times number of meters

4.3 Unit Cost Calculation

Table 11 calculates the unit costs for the water rates and charges for FY2024. \$2.85 million is the revenue requirement used for rate design and the amount that would be collected if rates were applied to 12 months, absent any delinquencies. In practice, the rates calculated in Table 11 would go into effect February 1, 2024 and would be in effect for 5 months of FY2024. Thus, the total rate revenue for the fiscal year would reflect 7 months at the old rate and 5 months at the new rates.

Table 11: FY2024 Water Unit Cost Calculation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Customer Service	Base Fees	Volume Rates	FY2024 Full Year's Rate Revenue [1]
Cost Allocation %	9.8%	53.6%	36.7%	100.0%
FY2024 Rate Revenues	\$278,000	\$1,526,000	\$1,045,115	\$2,849,974
Count	3,845	5,465	785,594	
Billing Units	# of meters	Meter Equivalents	1,000 gals [2]	
Rate	\$6.03 \$/month	\$23.26 \$/month	\$1.33 \$/1,000 gallons	

[1] If the February 1, 2024 rate was in effect for 12 months

[2] Reflects 2% reduction in water use compared to current use shown in Table 4

4.4 Meter Fee Calculation

Table 12~~Error! Reference source not found.~~ provides the proposed fixed charges for FY2024 based on meter size. The base meter fee calculated in Table 11 is scaled by the meter ratios provided in Table 10. This is added to the customer service fee, which is the same for all meter sizes, to equal the total proposed base fee. In addition, it is proposed that customers pay fixed monthly meter replacement fees to set aside funds to replace water meters at the end of their useful lives. The current water meter replacement fee of \$0.50 per month collects about \$23,500 annually and the proposed water meter replacement fees will collect about \$321,000 annually.

Table 12: Proposed FY2024 Water Meter Fees
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	Meter Ratio		\$/equivalent	Base Meter Fee	Customer Service Charge	Total Proposed Base Fee	Meter Replacement Fee
3/4"	1.00	X	\$23.26	\$23.26	\$6.03	\$29.29	\$6.50
1"	1.67	X	\$23.26	\$38.77	\$6.03	\$44.80	\$7.15
1.5"	3.33	X	\$23.26	\$77.53	\$6.03	\$83.56	\$8.45
2"	5.33	X	\$23.26	\$124.05	\$6.03	\$130.08	\$9.75
3"	10.67	X	\$23.26	\$248.11	\$6.03	\$254.14	\$13.00
4"	16.67	X	\$23.26	\$387.67	\$6.03	\$393.70	\$16.25
6"	33.33	X	\$23.26	\$775.33	\$6.03	\$781.36	\$19.50

4.5 Proposed Water Rates

Table 13 provides the five-year schedule of proposed monthly water rates. The February 1, 2024 rate adjustment reflects the cost allocation described in the previous sections. Rates are increased by 3% annually in subsequent years to reflect the cost of service increase shown in Table 8. The schedule of proposed rates also includes drought rates which are described in the next section.

Table 13: Proposed Monthly Water Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	Current	Proposed Proposition 218								
		February 1, 2024			January 1, 2025			January 1, 2026		
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee
3/4"	\$28.67	\$29.29	\$6.50	\$35.79	\$30.17	\$6.50	\$36.67	\$31.08	\$6.50	\$37.58
1"	\$43.81	\$44.80	\$7.15	\$51.95	\$46.14	\$7.15	\$53.29	\$47.52	\$7.15	\$54.67
1.5"	\$81.65	\$83.56	\$8.45	\$92.01	\$86.07	\$8.45	\$94.52	\$88.65	\$8.45	\$97.10
2"	\$127.07	\$130.08	\$9.75	\$139.83	\$133.98	\$9.75	\$143.73	\$138.00	\$9.75	\$147.75
3"	\$248.18	\$254.14	\$13.00	\$267.14	\$261.76	\$13.00	\$274.76	\$269.61	\$13.00	\$282.61
4"	\$384.43	\$393.70	\$16.25	\$409.95	\$405.51	\$16.25	\$421.76	\$417.68	\$16.25	\$433.93
6"	\$762.91	\$781.36	\$19.50	\$800.86	\$804.80	\$19.50	\$824.30	\$828.94	\$19.50	\$848.44
Volume Rate (\$/1,000 gallons)	\$1.27			\$1.33			\$1.37			\$1.41
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.39			\$1.43			\$1.47
25% Water Cutback				\$1.51			\$1.55			\$1.60
40% Water Cutback				\$1.68			\$1.73			\$1.79
Meter Size		Proposed Proposition 218								
		January 1, 2027			January 1, 2028					
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee			
3/4"		\$32.01	\$6.50	\$38.51	\$32.97	\$6.50	\$39.47			
1"		\$48.95	\$7.15	\$56.10	\$50.42	\$7.15	\$57.57			
1.5"		\$91.31	\$8.45	\$99.76	\$94.05	\$8.45	\$102.50			
2"		\$142.14	\$9.75	\$151.89	\$146.40	\$9.75	\$156.15			
3"		\$277.70	\$13.00	\$290.70	\$286.03	\$13.00	\$299.03			
4"		\$430.21	\$16.25	\$446.46	\$443.12	\$16.25	\$459.37			
6"		\$853.81	\$19.50	\$873.31	\$879.42	\$19.50	\$898.92			
Volume Rate (\$/1,000 gallons)				\$1.45			\$1.49			
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.52			\$1.56			
25% Water Cutback				\$1.65			\$1.70			
40% Water Cutback				\$1.84			\$1.89			

4.6 Drought Rates

It is recommended that the City of Kerman adopt a series of drought rates. Drought rates are only implemented during a water shortage emergency, allowing for financial stability during periods of reduced water sales. During water shortages, a water utility has two core objectives: 1) to reduce the amount of water customers consume, and 2) to maintain an adequate amount of revenue to continue operations. The two competing objectives work against each other because as less water is sold, it becomes more difficult to maintain adequate revenue to cover an agency's costs. It should be noted that under drought conditions, certain expenses will decrease relative to the decrease in water use such as electricity, supplies, and chemicals. However, other costs to operate the water system such as staffing and maintaining long-term supply remain the same. The reduction in cost during drought conditions is reflected in the revenue requirements shown in Table 14.

Drought rates are designed to cover costs at decreased levels of consumption. The City recognizes that ratepayers are already doing their part to conserve. Therefore, applying the drought surcharge to only the consumption charge component gives customers the increased ability to control a portion of their water bills. The proposed drought rates would be charged on a temporary basis and would be phased out when the City determines that water supply conditions have returned to normal and drought-related costs and revenue reductions have been recovered.

Table 14: Drought Rate Calculation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	FY2024	FY2025	FY2026	FY2027	FY2028
VOLUME RATE REVENUE REQUIREMENT - 10% Cutback					
Total Volume Revenue Requirement	\$982,116	\$1,011,579	\$1,041,927	\$1,073,184	\$1,105,380
<u>Total Consumption</u>	<u>707,035</u>	<u>707,035</u>	<u>707,035</u>	<u>707,035</u>	<u>707,035</u>
Proposed Rate (\$/1,000 gal)	\$1.39	\$1.43	\$1.47	\$1.52	\$1.56
VOLUME RATE REVENUE REQUIREMENT - 25% Cutback					
Total Volume Revenue Requirement	\$887,616	\$914,245	\$941,672	\$969,922	\$999,020
<u>Total Consumption</u>	<u>589,196</u>	<u>589,196</u>	<u>589,196</u>	<u>589,196</u>	<u>589,196</u>
Proposed Rate (\$/1,000 gal)	\$1.51	\$1.55	\$1.60	\$1.65	\$1.70
VOLUME RATE REVENUE REQUIREMENT - 40% Cutback					
Total Volume Revenue Requirement	\$793,117	\$816,910	\$841,417	\$866,660	\$892,660
<u>Total Consumption</u>	<u>471,357</u>	<u>471,357</u>	<u>471,357</u>	<u>471,357</u>	<u>471,357</u>
Proposed Rate (\$/1,000 gal)	\$1.68	\$1.73	\$1.79	\$1.84	\$1.89

4.7 Bill Impacts

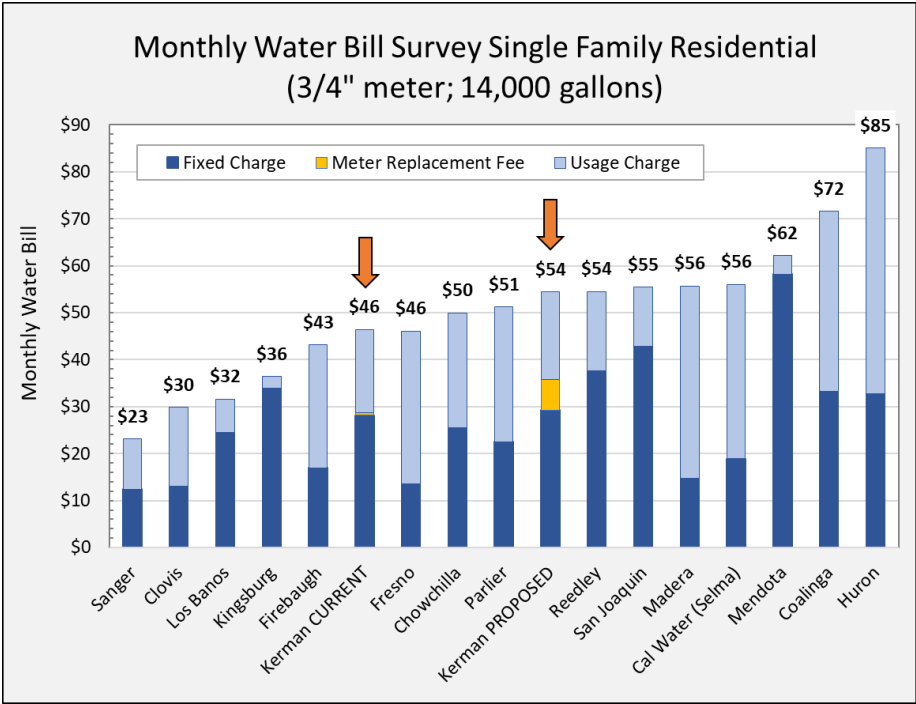
Table 15 provides changes to sample residential bills from the current rate structure to the proposed structure going into effect in February of 2024. The majority of the bill impacts are due to increases in the fixed costs, notably the increase in the meter replacement fees from \$0.50 to \$6.50.

Table 15: Water Bill Comparison
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Monthly Usage (gallons)	Description	Current				Proposed - February 1, 2024				Increase
		Usage Charge	Base Fee	Meter Fee	Total Bill	Usage Charge	Base Fee	Meter Fee	Total Bill	
3,000	2-person home	\$3.81	\$28.17	\$0.50	\$32.48	\$3.99	\$29.29	\$6.50	\$39.78	\$7.30
8,000	Average winter use	\$10.16	\$28.17	\$0.50	\$38.83	\$10.64	\$29.29	\$6.50	\$46.43	\$7.60
14,000	Average monthly use	\$17.78	\$28.17	\$0.50	\$46.45	\$18.62	\$29.29	\$6.50	\$54.41	\$7.96
24,000	Average summer use	\$30.48	\$28.17	\$0.50	\$59.15	\$31.92	\$29.29	\$6.50	\$67.71	\$8.56
30,000	Top 10% of bills	\$38.10	\$28.17	\$0.50	\$66.77	\$39.90	\$29.29	\$6.50	\$75.69	\$8.92

The figure below compares the City’s current and proposed typical water bill with the bills of other local agencies. Even with the proposed FY2024 rate increase, the City of Kerman’s bill will remain in the mid-range of bills charged in the Fresno County/Central Valley region.

Figure 4: Water Bill Survey



SECTION 5: WASTEWATER REVENUE REQUIREMENT

The wastewater revenue requirement was developed in the same manner as the water utility revenue requirement. FY2024 expenses and non-rate revenues were taken from the budget. Later year cost increases were estimated as appropriate. Impact fee and major facilities fund revenues and expenses were not evaluated as part of this rate study.

5.1 Cost of Service

In FY2024, the sewer utility's operating costs are estimated at \$1.8 million. Costs include overhead, administration, staffing, and utilities (electricity) for the conveyance and treatment of flows. The Operations Fund and the Major Facilities Fund split the cost of the annual debt service for the City's 2009 State Revolving Fund (SRF) loan. Operations will pay \$152,000 annually for principal and interest. The Major Facilities Fund's share is \$125,000 annually in principal. The loan was issued to expand the City's wastewater treatment plant. Absent a rate increase, the sewer utility is projected to barely meet its debt coverage requirement of 1.20 times the annual payment amount (i.e. net operating revenues must equal or exceed 120% of the annual debt service amount). If the City does not meet this requirement in future years, the Sewer Fund's credit rating could be negatively impacted, and the utility could face higher interest costs for future debt issuances.

As shown in Table 5, wastewater rate revenues currently generate about \$1.9 million annually. Non-rate revenue sources are estimated to generate \$44,000 annually and consist of interest earnings, penalties, and miscellaneous sources.

5.2 Cash Flow

Similar to the Water Fund, it is recommended that the Wastewater Fund maintain reserves equal to 50% of annual operating costs (including capital outlay and excluding other capital projects) plus 100% of the annual debt service cost. FY2024, the reserve target is about \$1 million but actual cash on hand is about \$652,000. In recent years, the City has spent reserves to fund deferred maintenance projects at the wastewater treatment plant. This fiscal year, the City intends to spend \$152,000 on various projects, see Table 16. In future years, it is assumed that the City will spend \$150,000 annually on projects and/or major repairs.

Although the Operations Fund is currently generating positive net revenues, 8% annual revenue increases are recommended for the next five years to cover operating cost increases, rebuild reserves, and pay off debt, see Table 17.

Table 16: FY2024 Sewer Capital Project Costs
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Project	Cost
Capital Outlay - Upgrade Springbrook Software	\$2,000
Flygt Model Pump for the Screwpress	\$10,000
WWTP Facility Repairs	\$5,000
Sewer Machine	\$83,000
Aluminum Biolac Barge - Pontoons for Barge	\$2,000
WWTP Headworks Pump/Motor	\$7,000
WWTP Ras/Was Pump	\$18,000
Goldenrod Lift Station Grundfos Pump (2)	\$17,000
Kearney Blvd./Siskiyou Ave. Lift Station Homa Pump	<u>\$8,000</u>
Total	\$152,000

Table 17: Wastewater Operating Cash Flow
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Proposition 218				
	FY2024	FY2025	FY2026	FY2027	FY2028
Effective Date	Feb 1	Jan 1	Jan 1	Jan 1	Jan 1
Rate Revenue Increase	8.0%	8.0%	8.0%	8.0%	8.0%
Beginning Fund Balance	\$652,000	\$594,000	\$640,000	\$800,000	\$1,087,000
REVENUES					
Rate Revenues	1,969,000	2,124,000	2,294,000	2,477,000	2,676,000
Penalties	7,000	7,000	7,000	7,000	7,000
Interest Income	14,000	14,000	14,000	14,000	14,000
Rent	10,000	10,000	10,000	10,000	10,000
Misc	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>
TOTAL REVENUES	2,013,000	2,168,000	2,338,000	2,521,000	2,720,000
EXPENSES					
Personnel/Staffing	729,000	751,000	774,000	797,000	821,000
Contract & Professional Services	213,000	219,000	226,000	233,000	240,000
Utilities	325,000	335,000	345,000	355,000	366,000
Equipment & Supplies	189,000	195,000	201,000	207,000	213,000
O&M Administration	<u>311,000</u>	<u>320,000</u>	<u>330,000</u>	<u>340,000</u>	<u>350,000</u>
Total Expenses	1,767,000	1,820,000	1,876,000	1,932,000	1,990,000
Net Revenue	246,000	348,000	462,000	589,000	730,000
DEBT SERVICE					
2009 Cal. Dept. of Water Resources	152,000	152,000	152,000	152,000	152,000
Debt Coverage Ratio	1.62	2.29	3.04	3.88	4.80
Total Capital	152,000	150,000	150,000	150,000	150,000
Ending Fund Balance	594,000	640,000	800,000	1,087,000	1,515,000
Recommended Fund Balance (6 month O&M plus debt payment)	1,036,000 <i>no</i>	1,062,000 <i>no</i>	1,090,000 <i>no</i>	1,118,000 <i>no</i>	1,147,000 <i>yes</i>

SECTION 6: WASTEWATER COST ALLOCATION & RATE DESIGN

The City proposes to maintain its current wastewater rate structure. Residential customers will continue to be charged fixed monthly fees that include a base and flow charge. Commercial customers will continue to be charged a base charge plus metered volume rates based on pollutant strength. The dollar amount of each rate is proposed to be updated based on the new cost of service and the adjusted allocation to each customer class.

6.1 Cost Allocation

FY2024 was used as the test year for cost allocation purposes, see Table 18. Costs were divided between a capacity category and a flow category. Capacity includes costs for City overhead, administration, and other expenses related to maintaining a high level of service for customers at all times. The flow cost category is composed of non-customer service expenses and expenses that vary with the amount of flow discharged to the system such as electricity, repairs and maintenance, and asset replacement expenses. When customers use the system more heavily, the City incurs greater repair and replacement costs. The capacity costs are proposed to be recovered from the base wastewater charge and the flow category is proposed to be recovered from volumetric flow rates.

**Table 18: Wastewater Cost Allocation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study**

	Budget FY2024	Customer Service (Fixed)	Customer Service Allocation	Flow (Volume)	Flow Allocation
Operating Expenses					
Personnel/Staffing	\$729,000	\$364,500	50%	\$364,500	50%
Contract & Professional Services	\$213,000	\$213,000	100%	\$0	0%
Utilities	\$325,000	\$0	0%	\$325,000	100%
Equipment & Supplies	\$189,000	\$94,500	50%	\$94,500	50%
O&M Administration	<u>\$311,000</u>	<u>\$155,500</u>	50%	<u>\$155,500</u>	50%
Total Operating Expenses	\$1,767,000	\$827,500		\$939,500	
Debt Service					
2009 Cal. Dept. of Water Resources Loan	\$152,000	\$76,000	50%	\$76,000	50%
Capital Projects	\$152,000	\$0	0%	\$152,000	100%
Total Allocation	\$2,071,000	\$903,500	43.6%	\$1,167,500	56.4%

The flow cost category is further broken down into a flow component and a strength component. The strength component reflects biochemical oxygen demand (BOD) and total suspended solids (TSS) discharged by sewer customers. The City incurs costs to treat these constituents. However, the City does not have a current wastewater master plan and does not have detailed expense information for the treatment of flow vs. strength. To allocate costs to higher strength customers, industry standard “rules of thumb” were applied. It is assumed that 70% of non-capacity costs are attributable to flow and 30% are attributable to pollutant loading. The pollutant loading estimates for each non-residential customer class are provided in Table 19. Residential flows are assumed to have the same pollutant loading as the low strength customer class.

**Table 19: Allocation to Wastewater Flow and Strength
City of Kerman
Water, Wastewater, and Storm Drain Rate Study**

Pollutant Strength Category	Flow				Strength					Total Multiplier (Flow + Strength)
	Factor		Allocation	Multiplier	BOD/TSS mg/l	Factor		Allocation	Multiplier	
Low	1	X	70%	0.7	200	1	X	30%	0.3	1
Medium	1	X	70%	0.7	300	1.5	X	30%	0.45	1.15
High	1	X	70%	0.7	500	2.5	X	30%	0.63	1.33

BOD – biological oxygen demand; TSS – total suspended solids

Mgl – milligrams per liter

6.2 Flow Analysis

Residential sewer flow is not directly monitored by the City. Therefore, winter water consumption is used as a proxy for sewer flow. During the winter, it is assumed that the majority of metered water use is discharged into the sewer and is not used for outdoor irrigation. Table 20 provides an overview of the estimated sewer flow for the different customer types. Based on metered winter water use over the past three years, single family sewer flow is 8,000 gallons per dwelling unit monthly which is the same estimate as the 2018 rate study. Based on records from the same timeframe, multi-family sewer flow per dwelling unit has increased from 4,500 gallons per month (2018) to 6,000 gallons per month (current).

Total single family residential sewer flow is estimated as 8,000 gallons per month times 12 months, times the number of dwelling units and multi-family residential sewer flow is estimated as 6,000 gallons per month times 12 months, times the number of dwelling units. Commercial sewer flow is based on prior year billed flows. The strength multiplier developed in Table 19 is applied to the estimated flow of each customer group.

Table 20: Sewer Flow Estimates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Wastewater Customers	FY2024 Est. Sewer Flow (1,000 gal)	Strength Multiplier	Flow X Multiplier
Low/Domestic			
Low strength commercial	15,663	1.00	15,663
Est. residential sewer flow [1]	330,144	1.00	330,144
Multi-Family winter water use [2]	80,208	1.00	80,208
Medium strength commercial	4,490	1.15	5,163
High strength commercial	<u>12,460</u>	1.33	<u>16,572</u>
Total Estimated Sewer Flow	442,965		447,751

1 - The typical winter water use for metered, single family residential customers is 8,000 gallons per month. This usage was multiplied by the estimated number of single family customers.

2 - The three year average winter water use for metered, multi-family residential customers is 6,000 gallons per month. This usage was multiplied by the number of multi-family dwelling units.

6.3 Unit Cost Calculation

Table 21 provides the FY2024 wastewater unit cost calculation. The FY2024 revenue requirement for rate design is \$2.058 million. The revenue requirement is multiplied by the cost allocation percentages from Table 18 and then divided by the appropriate billing units.

Table 21: Wastewater Unit Costs
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Cost Allocation	Customer Service	Flow	FY2024 Full Year's Rate Revenue [1]
Cost Allocation %	43.6%	56.4%	100%
FY2024 Rate Revenue	\$898,000	\$1,160,000	\$2,058,144
Count	4,741	447,751	
Billing Units	(# of Accounts or dwelling units)	(1,000 gal)	
Rate	\$15.79	\$2.59	
	\$/account/mo	\$/1000 gal	

1 - If the February 1, 2024 rate was in effect for 12 months

6.4 Proposed Wastewater Rates and Bill Impacts

Table 22 provides the wastewater flow rate calculations. The strength multiplier for each customer class is applied to the flow unit cost of \$2.59 per thousand gallons. The single family residential bill is calculated as the base fee plus the flow rate times 8,000 gallons. The multi-family bill per dwelling unit is calculated as the base fee plus the flow rate times 6,000 gallons.

Table 22: Wastewater Rate Design
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Flow Rates	Unit Flow Cost		Strength Multiplier	Flow Rate (\$/1,000 gal)
Low				
Low strength commercial	\$2.59	X	1.00	\$2.59
Residential	\$2.59	X	1.00	\$2.59
Multi-Family	\$2.59	X	1.00	\$2.59
Medium strength commercial	\$2.59	X	1.15	\$2.98
High strength commercial	\$2.59	X	1.33	\$3.44
Customer Service Charge	Unit Customer Service Cost		Factor	Total \$/unit
Multi-Family	\$15.79	X	1.0	\$15.79
Single Family	\$15.79	X	1.0	\$15.79
Commercial	\$15.79	X	1.0	\$15.79
Total Rate Schedule	Rate		Count	Total \$/month
Single Family Residential				
Base (per dwelling unit)	\$15.79	X	1	\$15.79
Flow (avg winter water use)	\$2.59	X	8	<u>\$20.72</u>
Total				\$36.51
Multi-Family Unit				
Base (per dwelling unit)	\$15.79	X	1	\$15.79
Flow (avg winter water use)	\$2.59	X	6	<u>\$15.54</u>
Total				\$31.33

The five-year wastewater rate schedule is provided in Table 23. This rate study allocates customer service costs on a \$/dwelling unit basis for residential customers and a \$/account basis for commercial customers. City staff have observed that single family dwelling units and multi-family dwelling units have the same customer service needs, so it is appropriate that both customer groups are charged the same base charge. Adjustments to the commercial flow rates vary based on pollutant strength. The February 1, 2024 rate

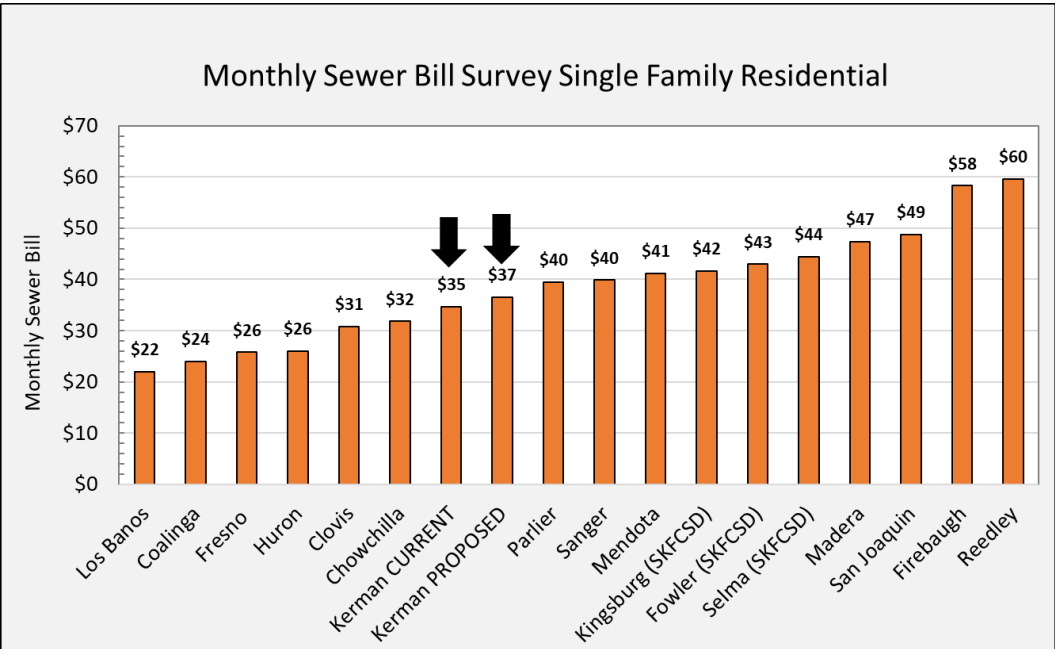
adjustment reflects the cost allocation described above and future year rates are increased by 8% annually.

Table 23: Current and Proposed Sewer Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Fixed Charges (\$/mo)	Current Rates	Proposed				
		February 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Residential						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$19.12</u>	<u>\$20.72</u>	<u>\$22.38</u>	<u>\$24.17</u>	<u>\$26.10</u>	<u>\$28.19</u>
Total	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Multi-Family Unit						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$10.75</u>	<u>\$15.54</u>	<u>\$16.78</u>	<u>\$18.12</u>	<u>\$19.57</u>	<u>\$21.14</u>
Total	\$26.28	\$31.33	\$33.83	\$36.53	\$39.45	\$42.61
Commercial (Base)	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Commercial Volume Rates (\$/1,000 gal)						
Low Strength	\$2.39	\$2.59	\$2.80	\$3.02	\$3.26	\$3.52
Medium Strength	\$2.75	\$2.98	\$3.22	\$3.48	\$3.76	\$4.06
High Strength	\$3.18	\$3.44	\$3.72	\$4.02	\$4.34	\$4.69

The figure below provides a bill survey comparing the City of Kerman’s current and proposed FY2024 single family residential wastewater bill with the bills of other local agencies. The City’s bill is currently in the mid-range of surveyed agencies and will remain in the mid-range following the proposed February 1, 2024 increase.

Figure 5: Sewer Bill Survey



SECTION 7: STORM DRAIN REVENUE REQUIREMENT

Storm drain fees are intended to fund capital improvement programs, operations and maintenance, clean water programs to mitigate the pollutants in stormwater, and other environmental services related to storm water. Ongoing maintenance of storm drain pipes is important in reducing risks of flooding and sink holes in local neighborhoods.

7.1 Current Storm Drain Rates

Table 24 shows the current monthly storm drain rates. Residential customers are charged \$1.60 per dwelling unit. Non-residential customers are charged \$0.0736 per 1,000 gallons of non-irrigation water use with a minimum fee of \$1.60.

Table 24: Current Monthly Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Current Rates		
Residential			
Single Family	per dwelling unit	\$1.60	
Multi-Family	per dwelling unit	\$1.60	
Non-residential			
Commercial			
Industrial			
Church			
Schools			
Parks			
	Minimum fee per account	\$1.60	or \$0.0736/1,000 gallons of non-irrigation water use

7.2 Cost of Service and Cash Flow

The City's storm drain rates currently generate about \$83,000 annually in revenues. Non-rate revenues are minimal and amount to a few hundred dollars annually. These revenues are inadequate to meet costs and the utility is operating at a deficit. In FY2024, operating expenses total about \$142,000 and consist of staffing, equipment, supplies, and materials to collect and convey storm runoff. Capital costs for this year total \$368,000 and are estimated at \$37,500 annually into the future. Despite operating at a deficit, the storm drain utility has healthy fund reserves of over \$1 million as of July 1, 2023. It is proposed that the City raise rates to cover annual operating and capital costs and maintain recommended reserves of 50% of operating costs. The storm drain cash flow is provided in Table 25.

Table 25: Storm Drain Cash Flow
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Proposition 218				
	FY2024	FY2025	FY2026	FY2027	FY2028
Effective Date	Mar 1	Jan 1	Jan 1	Jan 1	Jan 1
Rate Revenue Increase	130.00%	3.00%	3.00%	3.00%	3.00%
Beginning Fund Balance	\$1,025,000	\$634,300	\$644,200	\$655,500	\$668,200
REVENUES					
User Fees	119,200	193,500	199,300	205,300	211,500
Penalties	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>
TOTAL REVENUES	119,600	193,900	199,700	205,700	211,900
EXPENSES					
Personnel/Staffing	76,900	79,200	81,600	84,000	86,500
Contract & Professional Services	8,000	8,200	8,400	8,700	9,000
Utilities	2,500	2,600	2,700	2,800	2,900
Equipment and Supplies	20,500	21,100	21,700	22,400	23,100
O&M Administration	<u>34,400</u>	<u>35,400</u>	<u>36,500</u>	<u>37,600</u>	<u>38,700</u>
TOTAL EXPENSES	142,300	146,500	150,900	155,500	160,200
Net Revenues	(22,700)	47,400	48,800	50,200	51,700
CAPITAL PROJECTS					
Outlays	10,000	12,500	12,500	12,500	12,500
Repairs, Parts, Etc.	<u>358,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
TOTAL CAPITAL EXPENDITURES	368,000	37,500	37,500	37,500	37,500
Ending Fund Balance	634,300	653,200	664,500	677,200	691,400
Ending Fund Target (50% of operating costs)	\$71,200	\$73,300	\$75,500	\$77,800	\$80,100

SECTION 8: STORM DRAIN COST ALLOCATION AND RATE DESIGN

8.1 Storm Drain Cost Allocation

Proposition 218 requires that municipalities providing “property-related services” (including storm drain service) set rates and charges that are based on the cost of providing those services. The revenue requirements detailed in the previous section determine the amount of revenue to be recovered from the storm drain rates. In this section, the cost of service allocation develops an equitable means of allocating utility costs among its customers based on their estimated runoff burden to the storm drain system.

Impervious area is commonly used as a proxy to estimate the stormwater runoff contributed by a property. Impervious surfaces are surfaces that allow little or no stormwater to permeate into the ground, including rooftops, paved driveways, and walkways. The estimate of impervious area can be used to establish an adequate storm drain fee proportionate with the revenue needed to manage the runoff received from parcels and adjoining streets.

Table 26 provides an estimate of impervious area within the City. Parcels within the City are divided into the following land use categories: single family residential, multi-family, commercial, industrial, church, school, and parks. A runoff coefficient is applied to the acreage of each land use category. The runoff coefficients are estimates of the percentage of the land area that is impervious.

Parcels that meet any of the following conditions are excluded from Table 26 and are not proposed to be charged storm drain fees:

- 1) Parcels that solely comprise a street or roadway (either publicly or privately owned) and are considered to be part of the Storm Water conveyance system.
- 2) Parcels comprised of an area which is part of the City’s storm drain system.
- 3) Parcels that do not receive service.
- 4) Parcels which detain all runoff on site.

Table 26: Acres and Estimate of Impervious Area
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Service Type	Estimated Acres	Runoff Coefficient	Total Impervious Area	% of Total Impervious Area
Single Family Residential	636.2	0.50	318.1	29.6%
Multi-Family	535.3	0.70	374.7	34.8%
Commercial	262.6	0.80	210.1	19.5%
Industrial	141.0	0.90	126.9	11.8%
Church	18.0	0.50	9.0	0.8%
Schools	111.4	0.30	33.4	3.1%
Parks	40.0	0.10	4.0	0.4%
	1,744.5		1,076.2	100.0%

As shown in the cash flow, it is proposed that the rate revenues increase by 130% from about \$83,000 to about \$191,000 (if collected over 12 months). Table 27, below, allocates the revenue requirement of \$191,000 to each customer class using the percent of total impervious area and to calculate the rates. Single family residential customers will continue to be charged on a “per dwelling unit” basis, with the monthly fee being lowered from \$1.60 to \$1.42. The single family residential fee is based on an average parcel size of 0.19 acres. All other customers will be charged on a “per acre” basis. Parcel size and impervious area are more indicative of how customers impact and use the City’s storm water conveyance system than metered water use under the current billing method.

Table 27: Storm Drain Rate Calculation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	March 1, 2024 [1]
Total Storm Drain Revenue Requirement [1]	\$191,219
Customer Class Allocation % of Total Impervious Area	
Single Family Residential 29.6%	\$56,516
Multi-Family 34.7%	\$66,574
Commercial 19.6%	\$37,328
Industrial 11.8%	\$22,554
Church 0.8%	\$1,598
Schools 3.1%	\$5,938
Parks 0.4%	\$711
100.0%	\$191,219
Rate Calculation for Single Family Residential	
Total Revenue Requirement	\$56,516
Total Number of Residential Accounts	3,333
Monthly Single Family Residential Rate (per account)	\$1.42
Rate Calculation for Multi-Family	
Total Revenue Requirement	\$66,574
Total Acres	535.3
Monthly Storm Drain Rate per Acre	\$10.36
Rate Calculation for Commercial	
Total Revenue Requirement	\$37,328
Total Acres	262.6
Monthly Storm Drain Rate per Acre	\$11.85
Rate Calculation for Industrial	
Total Revenue Requirement	\$22,554
Total Acres	141.0
Monthly Storm Drain Rate per Acre	\$13.33
Rate Calculation for Church	
Total Revenue Requirement	\$1,598
Total Acres	18.0
Monthly Storm Drain Rate per Acre	\$7.40
Rate Calculation for Schools	
Total Revenue Requirement	\$5,948
Total Acres	111.4
Monthly Storm Drain Rate per Acre	\$4.44
Rate Calculation for Parks	
Total Revenue Requirement	\$711
Total Acres	40.0
Monthly Storm Drain Rate per Acre	\$1.48

1 – March 1, 2024 rate increase applied to 12 months of billings

8.2 Proposed Storm Drain Rates and Bill Impacts

The proposed five-year rate plan is shown in Table 28. The March 1, 2024 rates reflect the new cost allocation and rate structure described herein. The following years reflect 3% annual increases consistent with the proposed cash flow.

Table 28: Proposed Monthly Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Billing Method	Current	Proposed Proposition 218+					
			Billing Method	March 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Single Family	Per dwelling	\$1.60	Per dwelling	\$1.42	\$1.46	\$1.50	\$1.55	\$1.60
Multi-family	Per dwelling	\$1.60	Per acre	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66
Commercial	*	*	Per acre	\$11.85	\$12.21	\$12.58	\$12.96	\$13.35
Industrial	*	*	Per acre	\$13.33	\$13.73	\$14.14	\$14.56	\$15.00
Church	*	*	Per acre	\$7.40	\$7.62	\$7.85	\$8.09	\$8.33
Schools	*	*	Per acre	\$4.44	\$4.57	\$4.71	\$4.85	\$5.00
Parks	*	*	Per acre	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67

* Currently, all non-residential customers are billed based on metered water service. The current rate is \$0.0736/1,000 gallons of non-irrigation water use with a minimum fee of \$1.60 per month.

+ For accounts for which the City cannot determine a parcel size, the minimum fee is 1/5 of the proposed rate per acre

Table 29 illustrates the cost impacts of the new rate structure on the City's customer classes. Under the proposed 2024 rates, single family customers will pay less with costs shifted to other customer classes based on their proportional share of impervious area. The rate proposal assumes that multi-family parcels will be billed based on acreage and the acreage charge will then be subdivided among tenants or various utility customer accounts for each parcel.

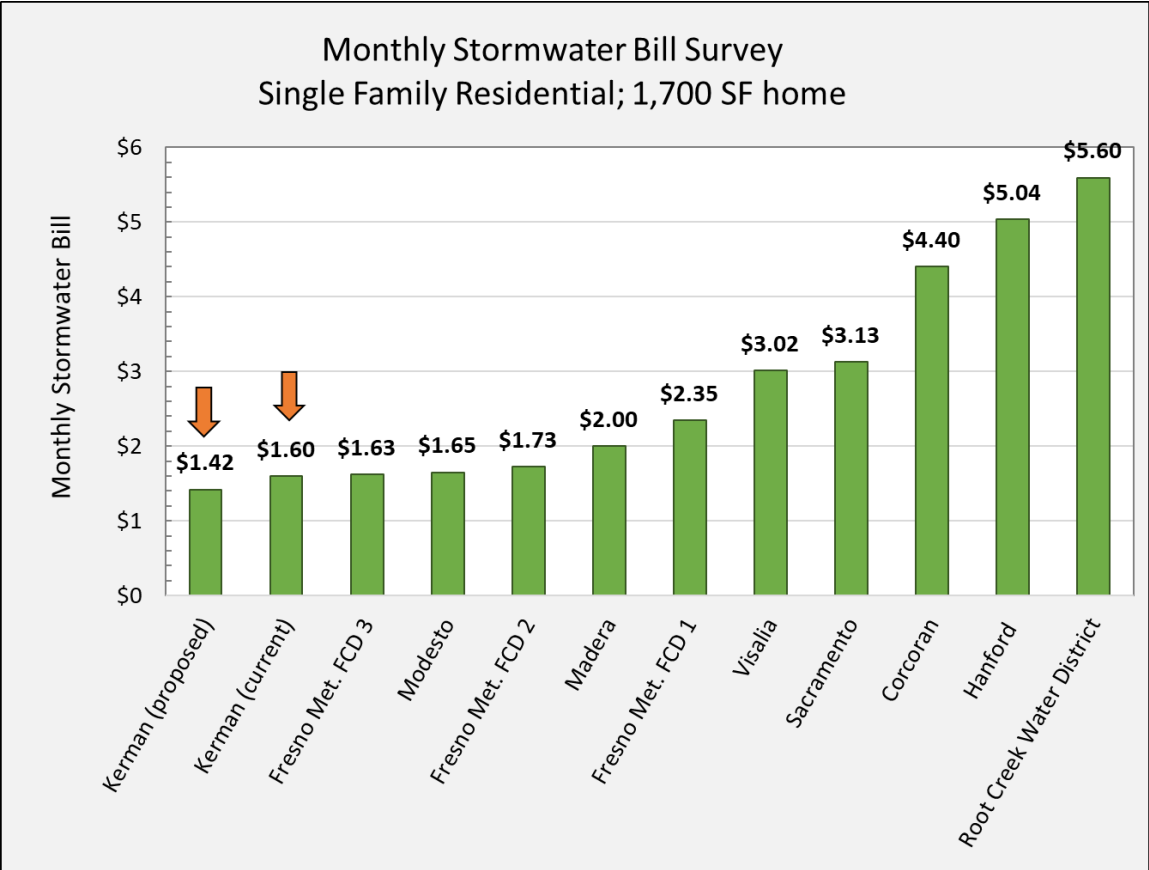
Table 29: Storm Drain Revenue Recovery
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Current Rate Revenues		Proposed March 1, 2024 Rate Revenues [1]	
Single Family Residential	\$65,492	78.8%	\$56,516	29.6%
Multi-Family	\$10,911	13.1%	\$66,574	34.8%
Commercial	\$5,162	6.2%	\$37,328	19.5%
Industrial	\$207	0.2%	\$22,554	11.8%
Church	\$365	0.4%	\$1,598	0.8%
Schools	\$939	1.1%	\$5,938	3.1%
Parks	<u>\$63</u>	<u>0.1%</u>	<u>\$711</u>	<u>0.4%</u>
	\$83,139	100.0%	\$191,219	100.0%

1 - If billed for 12 months

The figure below provides a bill survey comparing the City of Kerman’s current and proposed storm drain bills with the bills of other agencies. Some agencies in Fresno County choose not to charge storm drain fees so the figure includes bills from other areas of the state. As shown, the rate change keeps the City’s bill at the low end of storm drain rates.

Figure 6: Storm Drain Bill Survey



SECTION 9: CONCLUSIONS AND RECOMMENDATIONS

9.1 Rate Study Conclusions

The rates developed in this report were based on the best available information gathered from City audits, budgets, and input from staff and City Council. The cost allocations proposed herein are based on American Water Works Association methodologies and industry standard practice. The proposed rates are based on the reasonable cost of providing service and are proportional to the benefits received by each customer.

9.2 Rate Impacts

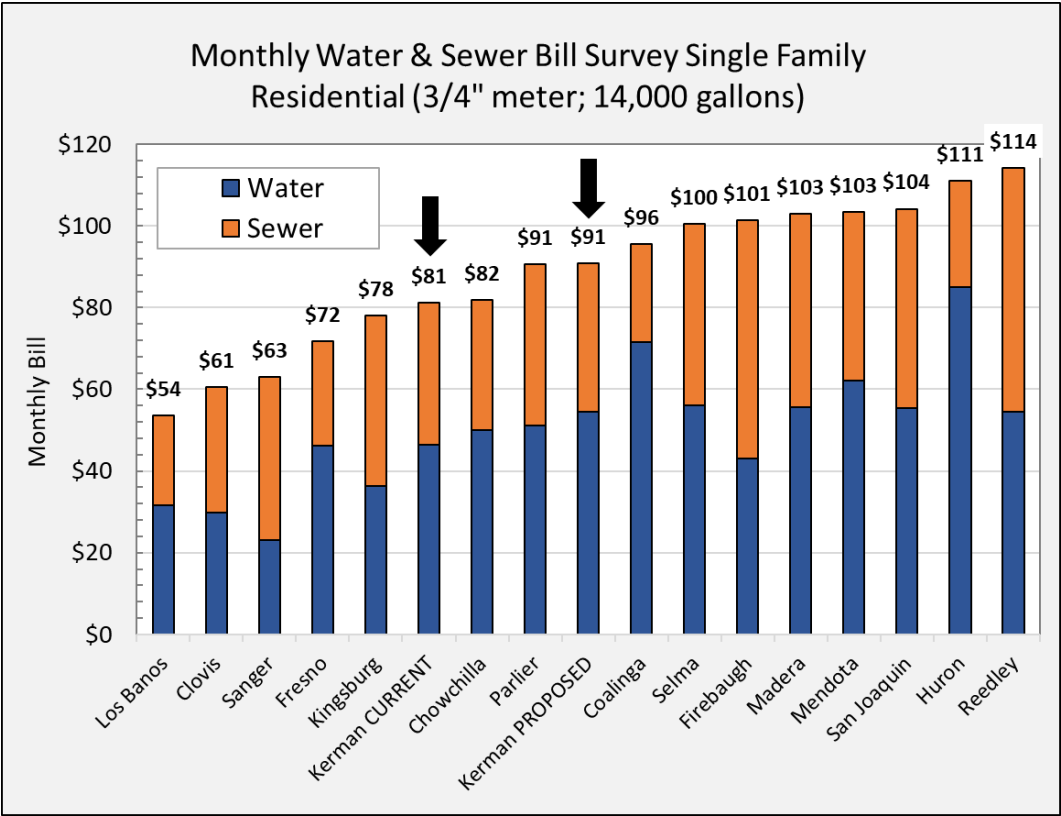
Table 30 shows the combined utility bill for a typical residential customer with a 3/4" water meter and 14,000 gallons of monthly water usage. The total bill is proposed to increase from \$82.70 under current rates to \$92.34 under the 2024 rates.

Table 30: Combined Bill Impacts
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Monthly Utility Charges	Current (January 1, 2023)	Proposed				
		March 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Water Meter Fee 3/4"	\$28.17	\$29.29	\$30.17	\$31.08	\$32.01	\$32.97
Meter Replacement Charge	\$0.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
Usage Charge (14,000 gallons)	\$17.78	\$18.62	\$19.18	\$19.74	\$20.30	\$20.86
Sewer Charge	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Storm Drain Charge	<u>\$1.60</u>	<u>\$1.42</u>	<u>\$1.46</u>	<u>\$1.50</u>	<u>\$1.55</u>	<u>\$1.60</u>
Total Monthly Bill	\$82.70	\$92.34	\$96.74	\$101.40	\$ 106.34	\$111.59
Increase		12%	5%	5%	5%	5%

The chart below compares the City of Kerman’s current and proposed water and sewer bill to the bills of other local agencies. Following the rate increase, the City’s bill will remain in the lower to mid-range of surveyed agencies.

Figure 7: Combined Water and Sewer Average Single Family Residential Bill Survey





STAFF REPORT

MEETING DATE: October 11, 2023

PRESENTERS: Hilda Cantu Montoy, City Attorney
 Marci Reyes, City Clerk
 Jesus R. Orozco, Community Development Director
 Theresa Johnson, Community Services Director

SUBJECT: Ordinance Relating to City of Kerman Boards and Commissions (HCM)

RECOMMENDATIONS: Staff recommends the City Council:

1. Waive full reading and introduce Ordinance Adding Chapter 2.26 to Title 2 of the Kerman Municipal Code Relating to City Boards and Commissions, repealing Chapters 2.28 and 2.32, and Adding New Chapters 2.28, 2.32, and 2.34 related to Planning Commission; Parks, Recreation, and Community Services Commission; and Sales Tax Oversight Committee.
2. Repeal Resolution Nos. 19-16 and 22-61 relating to the Sales Tax Oversight Committee

EXECUTIVE SUMMARY:

The proposed ordinance updates the process for establishment of boards and commissions in the City of Kerman that conforms with state law changes over time and to current circumstances. The proposed ordinance establishes Chapter 2.26 in the Municipal Code for City Boards and Commissions which includes a generic process for the appointments, terms, qualifications, eligibility, Brown Act requirements, and vacancies on boards and commissions. This will ensure that staff and members of the public alike have the information needed. This chapter applies to current and future boards and commissions. Chapter 2.26 does allow for changes thereto in ordinances creating boards and commissions. The proposed ordinance also updates Chapter 2.28 and 2.32 relating to the Planning Commission and Parks, Recreation, and Community Services Commission, and adds a new Chapter 2.34 relating to the Sales Tax Oversight Committee.

DISCUSSION:

A proposed ordinance was presented to Council on September 27. Council held a lengthy discussion and referred the ordinance to staff for some changes. Those changes are discussed below. The proposed ordinance was prepared collectively by the City Clerk who is responsible for maintaining the roster for boards and commissions, the Directors who sit with the Planning Commission and Parks, Recreation, and Community Services, and the City Attorney. The purpose is to update procedures with current circumstances and to comply with two state laws. First, Government Code Section 40605 requires that in cities with elected mayors, the Mayor

makes appointments to boards and commissions and the City Council approves the appointments. Second Government Code Section 54972 provides for the Local Appointment List for all boards and commissions. The City Clerk is responsible for maintaining the list.

The process for appointment under proposed Chapter 2.26 will be similar in that the City Clerk will advertise for positions. Thereafter, the Mayor alone or with another Councilmember may interview the applicants. The Mayor then makes the appointments subject to Council approval. The Council considers the appointments and determines whether to approve or reject the Mayor's appointments. If the Council rejects the appointment(s), the Mayor may make another appointment(s) subject to the Council's approval. The California Attorney General has described this as follows: "the Legislature intended to create a system of checks and balances by placing the appointment authority in the hands of the elected mayor, while giving the city council the right to reject mayoral appointments." (81 Ops. Cal. Atty. Gen. 75)

The proposed ordinance clarifies issues that have come up from time to time and has been updated from the last meeting. The following is a summary with items asterisked reflecting changes based on Council direction on September 27:

- Chapter 2.26 clarifies that its provisions apply unless a specific chapter (ordinance) provides otherwise.*
- Chapter 2.26 deletes the one year lapse after serving two terms which in effect eliminates term limits.*
- All appointees would be required to be at least 18 years old.
- The Council was concerned with the requirement that all appointees must be a City resident at the time their application is submitted and during their incumbency. The proposed ordinance provides that appointees must be a City resident or a resident in the City's sphere of influence. *
- Each board and commission shall have five members.
- Employees of City shall not be eligible to serve as board members.
- A person may not serve on more than one board or commission at a time. However, if advertising for a position results in no applications, a person may be eligible to serve on two different boards or commissions at the same time.
- Terms shall be for three years.
- Current board or commission members will continue to serve until their current term expires.
- Members of the City Council who serve as a liaison to a city board or commission are not voting members, shall not try to influence boards or commission, and should provide periodic reports to the Council.
- There was significant discussion regarding absences. Based on that a new section 2.26.050 adds an attendance policy which defines excused and unexcused absences.*
- A majority of the Council may remove a member of a board or commission.

- Clarifies that all meetings are subject to the Brown Act.
- Section 2.34.020 addresses the appointment process for the Sales Oversight Committee which is similar to the current process. This is based on Council direction from the September 27, meeting to retain a process for district appointments to the Sales Tax Oversight Committee. New Section 2.34.020 reflects that process. But, please note that it is not a direct appointment by each Councilmember. To comply with Government Code Section 40605, each Councilmember may nominate someone from the district and the Mayor will consider that nomination for appointment followed by Council approval.*
- Section 2.34.030 has been amended to address the discrepancy with terms on the Parks, Recreation, and Community Services Commission thereby allowing for one 1-year term and three 3-year terms for the initial term.*

In sum, the chapters establishing the Planning Commission; Parks, Recreation, and Community Services Commission and Sales Tax Oversight Committee address their establishment, meetings and organization, powers and duties, and staffing and administration. Revisions to said chapters take into account issues with lack of quorum due to the seven- and nine-member requirement of the Commissions. Staff continue to stress the importance of a City residency requirement for board and commission members as (i) it is a standard requirement in most cities and (ii) ensures decision makers have knowledge, appreciation, and a basic understanding of public issues and concerns related to the City. But, staff understands that Council may determine otherwise.

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:

The streamlining of the procedures will create savings in advertising for positions and staff time.

ATTACHMENTS:

- A. Ordinance
- B. Resolution Repealing Sales Tax Oversight Committee

Attachment ‘A’

ORDINANCE NO. 23-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN ADDING CHAPTER 2.26 TO TITLE 2 OF THE KERMAN MUNICIPAL CODE RELATING TO CITY BOARDS AND COMMISSIONS, REPEALING CHAPTERS 2.28 AND 2.32, AND ADDING NEW CHAPTERS 2.28, 2.32, AND 2.34 RELATING TO THE PLANNING COMMISSION; PARKS, RECREATION, AND COMMUNITY SERVICES COMMISSION; AND SALES TAX OVERSIGHT COMMITTEE

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

SECTION 1. Title 2 “Administration and Personnel” of the Kerman Municipal Code is amended by adding Chapter 2.26 relating to Boards and Commissions to read as follows:

**Chapter 2.26
CITY BOARDS AND COMMISSIONS**

- Sections
- 2.26.010 General.
 - 2.26.020 Appointments and Terms.
 - 2.26.030 Qualifications and Eligibility
 - 2.26.040 Terms, Removal, and Vacancies.
 - 2.26.050 Attendance Policy.
 - 2.26. 060 Boards and Commissions Subject to the Brown Act.
 - 2.26.070 Compensation.

2.26.010 In General.

There shall be City boards and commissions as are established by the City Council. The Council may create by ordinance additional boards and commissions as in its judgment are required. The provisions in this Chapter 2.26 shall apply to Boards and Commissions created under Title 2 of the Code unless another Code chapter under Title 2 provides otherwise. The term “City boards and commissions” shall also apply to certain committees created by Council other than temporary committees to review an issue but it shall not apply to ad hoc committees of the City Council as authorized under the Brown Act.

2.26.020 Appointments.

A. Unless otherwise specifically provided by state law or another Code chapter under Title 2, appointments to boards and commissions established by the City Council shall be made by in accordance with this chapter. This chapter shall not apply to appointments made pursuant to joint powers agreements.

B. The Mayor is authorized pursuant to Government Code Section 40605 to make appointments to City boards and commissions subject to approval by the City Council.

1. The City Clerk shall be responsible for advertising positions on boards and commissions annually in accordance with Government Code Section 54974 (the Maddy Act) and when vacancies occur per Section 2.26.030. In the event no applications are received, the City Clerk will re-advertise for the position(s).

2. The Mayor shall review the applications and make appointments to respective positions. In the event no applications are received, after issuance and re-issuance, the Mayor may make the appointment(s) and submit to City Council for approval.

3. The appointments will be submitted to the City Council for approval at a duly noticed public meeting.

4. The Council may appoint a member of the City Council to serve as a liaison to City boards and commissions. The liaison (i) shall not sit with the board or be a voting member; (ii) may answer questions of the board but shall not try to influence the board; and (iii) should provide periodic reports to the City Council as deemed necessary.

2.26.030 Qualifications and Eligibility.

A. Any person wishing to be appointed to a board or commission must file an application provided by the City Clerk. This includes persons whose terms expire and wish to be re-appointed.

B. Unless otherwise provided by superseding law or ordinance, all members of any City board or commission shall be at least 18 years old.

C. Employees of City shall not be eligible to serve on a City board and commission. Employees of City may serve as staff to City Boards and commissions.

D. Applicants to City boards and commissions should have knowledge, appreciation, and a basic understanding of public issues and concerns related to the City.

E. A person shall not be eligible to serve on two different City boards or commissions at the same time. However, if advertising for a position results in no applications, a person may be eligible to serve on two different boards or commissions at the same time.

F. Unless otherwise provided by superseding law or ordinance, all members of any City board or commission shall reside within the City limits or the City's sphere of influence at the time an application for the position is filed and during their incumbencies.

2.26.040 Terms, Removal, and Vacancies.

- A. Terms on City boards and commissions shall be for a period of three years and until their successors are appointed.
- B. The respective terms of office of all members of City boards and commissions in existence on the effective date of this chapter shall continue until they expire. Thereafter, vacancies shall be filled in accordance with this chapter or other Code chapter.
- C. A member's office on a board or commission shall become vacant as follows:
 - 1. The conditions for a vacancy under Section 2.26.50 regarding attendance are met; or
 - 2. The member is convicted of a felony; or
 - 3. The member dies while in office; or
 - 4. The member resigns; or
 - 5. The member does not meet the eligibility requirements; or
 - 6. The member ceases to be a resident as required under subsection 2.26.030.
- D. Members of City boards and commissions may be removed by a majority vote of the full City Council.
- E. In accordance with the Maddy Act, a notice of all unscheduled vacancies shall be posted in the office of the City Clerk and the City's website, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to a board or commission shall not be made for at least 10 working days after the posting of the notice in the City Clerk's office.

2.26.50 Attendance Policy.

- A. Appointees to boards and commissions are expected to attend each regular or special meeting of that city board or commission.
- B. For purposes of this policy, an "excused absence" is any absence with notification given to the staff secretary to the board or commission at least twenty-four hours before the meeting's convening.
- C. An "unexcused absence" is any other absence.
- D. A member may have a maximum of three excused absences per twelve month period. On the third excused absence, the staff secretary to the board or commission shall advise the City Clerk who shall send a warning letter to the member, including a copy of this policy. If a member has more than three excused absences in a twelve month period, the procedure in subsection (F) below shall commence.

E. A member may have a maximum of two unexcused absences in a twelve-month period. On the second unexcused absence, the staff secretary to the board or commission shall advise the City Clerk who shall send a warning letter to the member. If a member has more than two unexcused absences in a twelve-month period, the procedure in subsection (F) below shall commence.

F. If a subsequent absence pursuant to subsection D or E above occurs in the twelve-month period, the staff secretary to the board or commission shall advise the City Clerk who shall send a letter to the member notifying them that they have exceeded the number of absences allowed under this attendance policy and that their position shall be deemed to be vacant within ten (10 days) of said notice . The member whose position has been deemed vacant may file with the City Clerk a request to be reinstated to the board or commission within ten (10) days for City Council consideration.

2.26.060 Boards and Commissions Subject to the Brown Act.

City boards and commissions established under Title 2 of this Code are subject to the Ralph M. Brown Act (“Brown Act”; Government Code Sections 54950 *et seq.*). Agendas shall contain sufficient information as required by the Brown Act and be posted as required. All meetings of City boards and commissions shall be conducted in accordance with the Brown Act.

2.26.070 Compensation.

Members of City boards and commissions shall serve without compensation for their service unless otherwise provided by resolution of the City Council. Members may receive reimbursement for necessary traveling and other expenses incurred on official duty or training when such expenditures have received authorization in the City budget.

SECTION 2. Title 2 “Administration and Personnel” of the Kerman Municipal Code is amended by repealing Chapter 2.28 and adding new Chapter 2.28 related to the Planning Commission to read as follows:

Chapter 2.28 PLANNING COMMISSION

Sections:

- 2.28.010 Establishment.
- 2.28.020 Meetings and Organization.
- 2.28.030 Powers and Duties
- 2.28.040 Staffing and Administration.

2.28.010 Establishment.

There shall be a Planning Commission in the City of Kerman as authorized under the State

Planning and Zoning Law (Government Code Sections 65100 et seq.). The Planning Commission shall consist of five members appointed as required under Chapter 2.26 of this Title.

2.28.020 Meetings and Organization.

The Planning Commission, by resolution, shall establish rules and regulations consistent with the policies and ordinances of the city. Said rules and regulations may be updated by the Planning Commission as it may be deemed necessary.

- A. The Commission may adopt rules and regulations to govern proceedings and shall set a time for regular meetings.
- B. The Commission shall elect a chairperson and vice-chairperson. Their respective duties shall be those that are usually carried out by such officers. Officers shall hold office for one year and until their successors are elected.
- C. A majority of the members of the Commission shall constitute a quorum for the transaction of business.
- D. Commission meetings are subject to all open-meeting laws, and must be noticed and open to the public. Commission minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.

2.28.030 Powers and Duties.

- A. The Planning Commission shall have the general powers and duties specified for the planning commission by city ordinance.
- B. The Planning Commission shall perform the functions assigned to a city planning commission by State Planning and Zoning Law and other statutes of the state relating to planning and zoning.
- C. The planning commission cannot, under any circumstances, incur any indebtedness against the City, or any of the funds of the City.

2.28.040 Staffing and Administration

The Community Development Director or designee shall serve as the secretary to the Planning Commission and is authorized to sign necessary resolutions for the commission upon authority of said Commission in each instance. The Community Development Director shall perform those duties set forth in Titles 16 and 17 of this Code. The City Manager may appoint, as needed, other City employees or contracted consultants to serve as technical advisors thereto.

SECTION 3. Title 2 “Administration and Personnel” of the Kerman Municipal Code is amended by repealing Chapter 2.32 and adding new Chapter 2.32 relating to the Parks, Recreation, and Community Services Commission to read as follows:

Chapter 2.32

Parks, Recreation, and Community Services Commission

Sections:

- 2.32.010 Establishment.
- 2.32.020 Terms
- 2.32.030 Meetings and Organization.
- 2.32.040 Powers and Duties
- 2.32.050 Staffing and Administration.

2.32.010 Establishment

There shall be a Parks, Recreation, and Community Services Commission in the City of Kerman which may also be referenced as the “Parks and Recreation Commission.” The Parks, Recreation, and Community Services Commission shall consist of five members appointed as required under Chapter 2.26 of this Title.

2.32.020 Terms

For terms commencing in January 2024, one member’s term will be for one year and the other three members’ terms will be for three years. After those terms expire, all terms for successors will be for three years. The determination as to which member’s term will be for one year will be made by the City Council when appointments are approved.

2.32.030 Meetings and Organization

The Parks, Recreation, and Community Services Commission, by resolution, shall adopt rules and regulations consistent with the policies and ordinances of the city. Said rules and regulations may be updated by the Commission as it may be deemed necessary.

- A. The Commission may adopt rules and regulations to govern proceedings and shall set a time for regular meetings.
- B. The Commission shall elect a chairperson and vice-chairperson. Their respective duties shall be those that are usually carried out by such officers. Officers shall hold office for one year and until their successors are elected.
- C. A majority of the members of the Commission shall constitute a quorum for the transaction of business.
- D. Commission meetings are subject to all open-meeting laws, and must be noticed and open to the public. Commission minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.

2.32.040 Powers and Duties

The Commission shall have the following powers and duties:

- A. Provide advice and recommendations to the Community Services Director and the City Council on the operation and maintenance of City parks, the Kerman Community Center, and other City public or recreation facilities.
- B. Provide advice and recommendations on the acquisition, development and operation of public park facilities and other City recreation facilities.
- C. Perform other functions assigned by the City Council or as required by City policy or the Kerman Municipal Code.

2.32.050 Staffing and Administration

The Community Services Director or designee shall serve as the secretary to the Commission and is authorized to sign necessary resolutions for the Commission upon authority of said Commission in each instance.

SECTION 4. Title 2 “Administration and Personnel” of the Kerman Municipal Code is amended by adding new Chapter 2.34 related to the Citizens Oversight Committee to read as follows:

Chapter 2.34 Sales Tax Oversight Committee

Sections:

- 2.34.010 Establishment.
- 2.34.020 Appointment Process
- 2.34.030 Meetings and Organization.
- 2.34.040 Powers and Duties
- 2.34.050 Staffing and Administration.

2.34.010 Establishment.

A Sales Tax Oversight Committee is hereby established in accordance with Section 3.16A.050 C of the Kerman Municipal Code. The Sales Tax Oversight Committee shall consist of five members.

2.34.020 Appointment Process.

Notwithstanding Chapter 2.26, appointments to the Sales Tax Oversight Committee shall be as follows:

- A. The City Clerk will advertise for vacancies in accordance with Chapter 2.26 of this Code.
- B. The Mayor will review applications and shall appoint one person at-large whose term in office shall coincide with that of the Mayor's. The Mayor shall submit that appointment to the City Council for consideration and approval.
- C. Each Councilmember shall review applications and nominate one person who resides in the Councilmember's district and whose term in office shall coincide with that of the nominating Councilmember.
- D. The Mayor will review nominations from Councilmembers and make appointments.
- E. The appointments will be submitted to the City Council for approval at a duly noticed public meeting.

2.34.030 Meetings and Organization.

The Oversight Committee, by resolution, shall adopt rules and regulations consistent with the policies and ordinances of the city. Said rules and regulations may be updated by the Committee as it may be deemed necessary.

- A. The Committee may adopt rules and regulations to govern proceedings and shall set a time for regular meetings.
- B. The Committee shall elect a chairperson and vice-chairperson. Their respective duties shall be those that are usually carried out by such officers. Officers shall hold office for three years and until their successors are elected.
- C. A majority of the members of the Committee shall constitute a quorum for the transaction of business.
- D. Committee meetings are subject to all open-meeting laws, and must be noticed and open to the public. Committee minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.

2.34.040 Powers and Duties.

- A. The Sales Tax Oversight Committee shall review the City's Annual Review Report regarding the Sales Tax Ordinance established under Chapter 3.16A of the Kerman Municipal Code.
- B. The Sales Tax Oversight Committee may provide advisory input to the City Council regarding sales tax revenues and expenditures under Chapter 3.16A of the Code.

2.34.050 Staffing and Administration

The City Clerk or designee shall serve as the secretary to the Sales Tax Oversight Committee and is authorized to sign necessary documents for the Committee upon authority of said Committee.

SECTION 5. 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 6. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 8. 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 Council of the City of Kerman on the 11th day of October, 2023, and was passed and adopted at a regular meeting of the City Council of the City of Kerman on the __ day of _____, 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’

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN RESCINDING
RESOLUTIONS 19-16 AND 22-62 RELATING TO KERMAN SALES TAX OVERSIGHT COMMITTEE**

WHEREAS, the City Council adopted Resolution 19-16 establishing the Sales Tax Oversight Committee in accordance with Section 3.16A.050C of the Kerman Municipal Code;

WHEREAS, the City Council adopted Resolution 22-61 approving bylaws for the Kerman Sales Tax Oversight; and

WHEREAS, the City Council has determined to adopt an ordinance relating to City boards and commissions including the Sales Tax Oversight Committee.

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

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

Section 2. Resolution 19-16 and 22-61 are rescinded.

Section 3. This resolution shall be effective upon the effective date of Ordinance Adding Chapter 2.26 to Title 2 of the Kerman Municipal Code Relating to City Boards and Commissions, Repealing Chapters 2.28 and 2.32, and Adding New Chapters 2.28, 2.32, And 2.34 Relating to the Planning Commission; Parks, Recreation, and Community Services Commission; and Sales Tax Oversight Committee.

The foregoing resolution was introduced at a regular meeting held on the 11th day of October 2023, and passed at said meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: October 11, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Requested Proclamations for November 2023 (JJ)

RECOMMENDATION: Council consider requested proclamations and approve issuance on November 8, 2023.

EXECUTIVE SUMMARY:

Mayor Maria Pacheco has requested that the City Council consider proclaiming the month of November 2023, as “Native America Heritage Month” and to recognize a “Land Acknowledgment of the California Santa Maria Rancheria Yokuts Nation”.

Both of the proposed proclamations are new suggestions and have not been previously considered or requested for City Council recognition.

Historically, the City Council has annually recognized National Public Works Week, National Police Week, Hispanic Heritage Month, Breast Cancer Awareness and other tributes.

In the past, non-reoccurring proclamations have been enacted such as recognizing the Armenian Genocide and those honoring Sikh culture and critical events.

Alternatively, if desired by City Council, the Mayor at any given time, at the Mayor’s individual discretion, may issue a “Mayor’s Proclamation” versus a City Council Proclamation

Attachment ‘A’ is the draft “Native American Heritage Month” proclamation and Attachment ‘B’ is the draft “Land Acknowledgment of the California Santa Maria Rancheria Yokuts Nation” declaration.

FISCAL IMPACT:

None

ATTACHMENTS:

- A. Draft Native American Heritage Month Proclamation
- B. Draft Land Acknowledgment of the California Santa Maria Rancheria Yokuts Nation Declaration

Proclamation: Native American Heritage Month

Whereas, The First Nation's People of the United States, known as Native Americans, have rich and diverse cultural, historical, and spiritual contributions to our nation, and;

Whereas, the month of November has been designated as a time to recognize and celebrate the enduring legacy of Native Americans and their invaluable impact on our country's heritage and identity, and;

Whereas, Native American Heritage Month provides an opportunity for all Americans to honor the unique traditions, customs, languages, and arts of Native American communities, and;

Whereas, acknowledging the challenges and injustices faced by Native Americans throughout history is essential to fostering understanding and healing, and;

Whereas, promoting awareness of the deep-rooted wisdom and resilience of Native American cultures is vital for building a more inclusive and united society, and;

Whereas, Native American Heritage Month serves as an occasion for educational institutions, organizations, and communities to promote cultural exchange, collaboration, and mutual respect, and;

Whereas, we must continue to strive towards preserving and protecting the sacred sites, natural resources, and ancestral lands of Native American communities, and;

Whereas, it is the duty of all Americans to support efforts that address the disparities faced by Native American populations in areas such as education, healthcare, and economic opportunities;

Now, therefore, I, Maria Pacheco, Mayor of the City of Kerman, do hereby proclaim the month of November as Native American Heritage Month. I urge all citizens to take part in activities, programs, and events that honor the richness of Native American cultures and histories. Let us use this month to deepen our understanding, appreciation, and respect for the significant contributions of Native Americans to the fabric of our nation.

In witness whereof, I have hereunto set my hand and caused the seal of Kerman to be affixed this 8 of November, 2023.

Proclamation of a Land Acknowledgment of the California Santa Maria Rancheria Yokuts Nation

Whereas, the rich cultural heritage and ancestral wisdom of the California Yokuts have endured for countless generations, contributing to the vibrant tapestry of our shared history; and

Whereas, the preservation and transmission of this indigenous knowledge is of paramount importance, serving as a guiding light for future generations; and

Whereas, the California Yokuts have held a profound and sacred connection to the land, embodying a deep reverence for the natural world and its interconnectedness with all living beings; and

Whereas, the Elders of the Yokuts Nation has shown unwavering dedication, profound understanding, and steadfast commitment to the values, traditions, and teachings of the California Yokuts; and

Whereas, through their tireless efforts, the Yokuts have not only contributed to the preservation of the culture but have also enriched the lives of countless individuals through their wisdom, kindness, and generosity; and

Whereas, it is our duty to honor and acknowledge the contributions of these Keepers of the Land who have nurtured the cultural heritage of the California Yokuts and who continue to serve as bridges between the past, the present, and the future;

Now, therefore, we, the undersigned, do hereby proclaim:

That Santa Maria Rancheria California Yokuts be recognized, with deep appreciation for their dedication, wisdom, and contributions to the preservation of indigenous knowledge.

That we express our heartfelt gratitude for their tireless efforts in ensuring the continuation of the California Yokuts' cultural legacy.

That we acknowledge the ancestral land of the California Yokuts, recognizing their enduring relationship with the land and its inherent significance.

In witness whereof, we set our hands and affix the seal of honor on this day of November 8, 2023, in the city of Kerman, Ca, as a testament to the indelible mark left by Mike Cisco on the heart and soul of the California Yokuts and all who have had the privilege to know him.