



CITY COUNCIL REGULAR MEETING AGENDA
Wednesday, September 13, 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. Swearing In of Steve Wilkins, Chief of Police
- B. Proclamation - National Hispanic Heritage Month - September 15 - October 15, 2023

4. REQUEST TO ADDRESS COUNCIL

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

5. CONSENT CALENDAR

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

A. **SUBJECT:** Minutes - August 23, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented

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

07/23/23 - 08/05/23; \$185,462.24; Retro Pay & Other: \$1,362.42; Overtime: \$11,351.15; Holiday Pay: -\$90.10; Standby: \$1,703.08; Comp Time Earned: 40.75

08/06/2023 - 08/19/2023: \$184,015.25; Retro Pay & Other: \$0.00; Overtime: \$12,858.96; Standby: \$809.76; Comp Time Earned: 101.50

RECOMMENDATION: Council approve payroll as presented.

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

1. Nos. 27469-27561 \$407,938.51 ACH \$54,116.00

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

D. **SUBJECT:** Monthly Investment Report (JA)

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Award of Contract for Fiscal Year 22/23 Street Rehabilitation Project to AJ Excavation, Inc. (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding contract for Fiscal Year 22/23 Street Rehabilitation Project to AJ Excavation, Inc. in the amount of \$1,039,350.00 and authorize the City Manager to sign the contract.

F. **SUBJECT:** Award of Contract for Fiscal Year 22/23 Street Sealing Project to VSS International, Inc. (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding contract for Fiscal Year 22/23 Street Sealing Project to VSS International, Inc. in the amount of \$1,030,120.00 and authorize the City Manager to sign contract.

G. **SUBJECT:** Award of Contract for the Lions Park Recharge Project to DG Construction Inc. (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding contract for the Lions Park Recharge Project to DG Construction Inc. in the amount of \$222,770.00 and authorize the City Manager to sign the contract.

H. **SUBJECT:** Resolution Accepting Improvements and Authorizing Filing of the Notice of Completion for Tract No. 6236 Neighborhood Park (JJ)

RECOMMENDATION: Council by motion adopt resolution accepting improvements for Tract No. 6236 Neighborhood Park and authorizing the City Engineer to record the Notice of Completion.

6. PUBLIC HEARINGS - None

7. DEPARTMENT REPORTS

A. **SUBJECT:** Approving Application to the California Strategic Growth Council's Community Resilience Centers Grant Program (TJ)

RECOMMENDATION: Council by motion adopt resolution approving application for grant funds to the Strategic Growth Council Community Resilience Centers Grant Program

B. **SUBJECT:** Authorization for Purchase of Real Property APNs 023-204-14SU, 023-204-16SU and 023-20409 for new Community Public Safety Center (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving the Purchase and Sale Agreement and Joint Escrow instruction for real property known as the land, building and improvements, identified as APN 023-204-14SU, 023-204-16SU Annex) and an unimproved lot compromised of approximately 6,000 square feet, identified as APN 023-204-06 (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 subject to Planning Commission's finding of conformity with the General Plan.

C. **SUBJECT:** Overview of Reedley Lab (JAJ)

RECOMMENDATION: Council review materials regarding the Reedley Lab situation and provide any direction to Staff and City Attorney regarding bio-labs and hazardous materials.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

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

10. CLOSED SESSION - None

11. ADJOURNMENT

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

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

AGENDA POSTING CERTIFICATION

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

Date: September 13, 2023 /s/ Marci Reyes, City Clerk



NATIONAL HISPANIC HERITAGE MONTH

WHEREAS, National Hispanic Heritage month celebrates the culture, heritage and countless contributions of those whose ancestors were indigenous to North America as well as those who came from Mexico, Central America and South America; and

WHEREAS, the objectives of National Hispanic Heritage Month are to create a greater awareness of contributions to American culture, to illustrate the diversity of the Hispanic community, and to encourage a greater curiosity within young people about the history and cultural heritage of Hispanics; and

WHEREAS, Hispanics have made positive contributions to our community in many ways: as drivers of our economy as business owners, workers and entrepreneurs; as contributors to our academic environment as teachers and professors; as protectors of our health and well-being as nurses, doctors, police officers, firefighters, caretakers and childcare workers; as advocates for social equality and justice through civic leadership; as elected and public officials in our government; and through cultural enrichment as artists, singers, musicians, performers and writers; and

WHEREAS, the City Council takes pride in the growing diversity of our community and encourages all residents to learn more about the rich culture, traditions and history of Hispanics and celebrate the valuable contributions Hispanics have made to the growth, prosperity and well-being of our region.

THEREFORE, BE IT RESOLVED that the City Council of the City of Kerman in deep appreciation to the diverse Hispanic population of our community, hereby proclaim September 15 through October 15, 2023, as National Hispanic Heritage Month.

I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 13th day of September 2023.

Maria Pacheco
Mayor



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, August 23, 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 - **6:01 p.m.**
- C. Roll Call

PRESENT: Mayor Maria Pacheco, Council Member Gary Yep, Council Member Jennifer Coleman, Council Member Ismael Herrera arrived at 6:04 p.m., Mayor Pro Tem Bill Nijjer arrived at 6:14 p.m.

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

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

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

3. PRESENTATIONS/CEREMONIAL MATTERS – None

4. REQUEST TO ADDRESS COUNCIL

Mercedes Garcia

5. CONSENT CALENDAR

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

- A. **SUBJECT:** Minutes - August 9, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll (JA)

07/09/23 - 07/22/23: \$185,533.65; Retro Pay & Other: \$1,718.12; Overtime: \$6,619.89; Standby: \$2,105.69; Comp Time Earned: 72.25

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 27366-27468 \$689,672.97 ACH \$50,628.03

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

D. SUBJECT: Monthly Investment Report (JA)

RECOMMENDATION: Council accept monthly investment report as presented.

E. SUBJECT: Approving Contract with Industrial Control & Design, Inc. for Programmable Logic Controller, Human Machine Interface Upgrades, and Chlorine Pump Integration for Well Sites 9A, 14, and 17 (MB)

RECOMMENDATION: Council by motion adopt resolution approving contract with Industrial Control & Design, Inc. for Programmable Logic Controller, Human Machine Interface upgrades and Chlorine Pump Integration at Well Sites 9A, 14, and 17 in the amount of \$57,626.99. **Res 23-68**

F. SUBJECT: Second Reading and Adoption of Ordinances Relating to Expedited Permit Process for Small Residential Rooftop Solar Systems – Repeal and Amendment of Current Ordinances and Consideration of New Ordinance (JRO)

RECOMMENDATIONS: Staff recommends Council by motion:

Waive full reading and adopt Ordinance Text Amendment 2023-03 repealing Chapter 17.94 related to Expedited Permit Process for Small Residential Rooftop Solar Systems from Title 17 of the Kerman Municipal Code; and

Ord 23-06

Waive full reading and adopt Ordinance Text Amendment 2023-04 amending Section 15.04.090 of Chapter 15.04, repeal the current Chapter 15.24, and add a new Chapter 15.24 to Title 15 of the Kerman Municipal Code relating to Expedited Permit Process for Small Residential Rooftop Solar Systems

Ord 23-07

6. PUBLIC HEARINGS – None

7. DEPARTMENT REPORTS

A. SUBJECT: Second Amendment to Employment Agreement with City Manager (HM)

RECOMMENDATION: Council is asked to consider and determine whether to adopt a resolution approving a Second Amendment to Employment Agreement with City Manager increasing salary and vacation accrual.

Motion made by Council Member Yep, Seconded by Council Member Herrera. Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman, Council Member Herrera - Res 23-69

B. SUBJECT: Resolution Accepting Improvements and Authorizing Filing of the Notice of Completion for Tract No. 6302 (JJ)

RECOMMENDATION: Council by motion adopt the resolution accepting the improvements for Tract No. 6302 and authorizing the City Engineer to record the Notice of Completion.

Motion made by Council Member Herrera, Seconded by Council Member Coleman. Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman, Council Member Herrera - Res 23-70

C. SUBJECT: Traffic Committee Meeting Update (JJ)

RECOMMENDATION: Informational only.

D. SUBJECT: New Website Introduction (MR)

RECOMMENDATION: Informational only.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION

Recessed 7:05 p.m. Council Member Coleman recuse from Item 10.C. due to husband employed by police department.

Reconvened 8:07 p.m. No reportable action

- A.** Pursuant to Government Code Section 54956.8 Conference with Real Property Negotiator
 APN: 025-140-28ST City Negotiator: City Manager, John Jansons
 Negotiation Parties: Megan Wisley
 Under Negotiation: Price and Terms

- B. Conference with Real Property Negotiator Pursuant to Government Code Section 54956.8
Property: APN 023-204-14SU Property: APN 023-204-16SU
City Negotiator: John Jansons, City Manager
Negotiation Parties: S&K Moran Family LLP
Under Negotiation: Price and Terms
- C. Conference with Legal Counsel – Existing Litigation (Government Code Section 54956.9)
Eric Antuna, Appellant v. City of Kerman, Respondent
Court of Appeal, Fifth Appellate District Case No. F086661

11. ADJOURNMENT - 8:08 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: August 24, 2023



Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: July 23, 2023 - August 05, 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	\$ 2,415.23	\$ -	10.45	\$ 470.22	0.00	\$ -	0.00	\$ -	\$ 2,885.45	0.00
Gonzalez, Diana	\$ 3,641.16	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,641.16	0.00
Jansons, John	\$ 6,678.60	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 6,678.60	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	\$ 261.93	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,648.70	5.25
Mendoza Hernandez, Ariana	\$ 1,972.77	\$ -	5.50	\$ 210.30	0.00	\$ -	0.00	\$ -	\$ 2,183.07	0.00
Mendoza, Gabriela	\$ 2,169.85	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,169.85	0.00
Reyes, Marcia	\$ 3,853.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,853.38	0.00
Sandoval, Veronica	\$ 1,604.00	\$ 66.46	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,670.46	2.25
TOTAL	\$ 32,840.69	\$ 328.39	20.07	\$ 813.91	0.00	\$ -	0.00	\$ -	\$ 33,982.99	7.50
REC/SOCIAL										
Acosta, Marco	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Acosta-Parra, Melany	\$ 604.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 604.50	0.00
Aguilar, Corina	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ 600.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 600.00	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	\$ 384.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 384.00	0.00
Brar, Manreet	\$ 604.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 604.50	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.00
Campos, Isaiah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Chouhan, Arnoop	\$ 620.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 620.00	1.00
Chouhan, Gurnoor	\$ 620.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 620.00	2.00
Cruz Paramo, Xitlali	\$ 472.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 472.75	3.00
Diaz, Keren	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Escamilla, Paloma	\$ 612.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 612.25	0.00
Flores, Haley	\$ 1,806.00	\$ 77.26	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,883.26	0.00
Garcia, Anthony	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Gonzalez Corrales, Aleena	\$ 542.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 542.50	0.00
Hurlbert, Ronald	\$ 596.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 596.75	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
Kobzeff, Julia	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lemm, Brent	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lemm, Kylie	\$ 204.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 204.00	1.00
Lopez, Robert	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Daniela	\$ 532.13	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 532.13	0.00
Lua, Joshua	\$ 715.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 715.50	0.00
Lua, Miguelangel	\$ 564.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 564.69	0.00
Lujan, Vanessa	\$ 323.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 323.00	0.00
Marquez, Nicolas	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Martinez, Aylah	\$ 862.13	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 862.13	0.00
Martinez, Jeness	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Naranjo, Alexander	\$ 368.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 368.00	0.00
Nazaroff, Rebekah	\$ 300.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 300.00	0.00
Negrete, Dean	\$ 1,626.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,626.00	0.00
Neuwirth, Steven	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Pena, Alexis	\$ 542.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 542.50	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

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: July 23, 2023 - August 05, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Sidhu, Nirmal	\$ 2,106.14	\$ -	2.00	\$ 105.31	0.00	\$ -	0.00	\$ -	\$ 2,211.45	0.00
Silva, Jessica	\$ 372.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 372.00	0.00
Torres, Samantha	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	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	0.00
TOTAL	\$ 31,276.53	\$ 77.26	2.00	\$ 105.31	0.00	\$ -	0.00	\$ -	\$ 31,459.09	7.00

<u>POLICE</u>										
Antuna, Miguel	\$ 2,781.91	\$ -	29.50	\$1,465.47	0.00	\$ -	0.00	\$ -	\$ 4,247.39	0.00
Arciga, Jose	\$ 2,878.88	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,878.88	8.25
Barbosa, Isaias	\$ 2,974.35	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,974.35	0.00
Barcoma, Wilbert	\$ 5,051.59	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,051.59	0.00
Barra, Brenden	\$ 2,277.26	\$ -	39.00	\$1,542.42	0.00	\$ -	0.00	\$ -	\$ 3,819.68	0.00
Belding, Jeff	\$ 3,789.47	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,789.47	0.00
Castro, Jaclynn	\$ 2,181.88	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,181.88	4.50
Chapman, Tom	\$ 3,692.44	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,692.44	0.00
Clark, Patrick	\$ 2,511.53	\$ 956.77	36.00	\$1,614.56	0.00	\$ -	0.00	\$ -	\$ 5,082.86	4.50
Coronado, Krystal	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Corrales, Edith	\$ 1,560.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,560.00	0.00
Cubillos, Theresa	\$ 2,833.43	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,833.43	2.25
Garcia, Andrew	\$ 2,119.38	\$ -	24.00	\$ 908.31	0.00	\$ -	0.00	\$ -	\$ 3,027.69	0.00
Gempis, Danzel	\$ 1,922.31	\$ -	2.00	\$ 45.77	0.00	\$ -	0.00	\$ -	\$ 1,968.08	0.00
Gutierrez, Gloria	\$ 25.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 25.00	0.00
Inthasone, Bryant	\$ 2,018.31	\$ -	0.00	\$ -	-7.50	\$ (90.10)	0.00	\$ -	\$ 1,928.20	0.00
Irazoqui, Mario	\$ 1,836.96	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,836.96	0.00
Lopez, Matt	\$ 892.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 892.50	0.00
Lozano, Daniel	\$ 1,559.30	\$ -	1.00	\$ 29.24	0.00	\$ -	0.00	\$ -	\$ 1,588.54	0.00
Lozano, Patricia	\$ 1,353.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,353.23	0.00
Mendoza, Sandra	\$ 3,160.64	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,160.64	0.00
Molina, Jesus	\$ 2,478.12	\$ -	7.50	\$ 219.03	0.00	\$ -	0.00	\$ -	\$ 2,697.15	0.00
Quintanilla, Rodolfo	\$ 2,131.27	\$ -	2.00	\$ 49.26	0.00	\$ -	0.00	\$ -	\$ 2,180.52	0.00
Roth, Adriana	\$ 2,131.27	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,131.27	6.75
Ruiz, Jose	\$ 2,131.27	\$ -	42.00	\$1,551.58	0.00	\$ -	0.00	\$ -	\$ 3,682.84	0.00
Vasquez, Francisco	\$ 1,995.37	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,995.37	0.00
Velez, Bernice	\$ 1,686.52	\$ -	1.50	\$ 47.43	0.00	\$ -	0.00	\$ -	\$ 1,733.95	0.00
TOTAL:	\$ 59,974.19	\$ 956.77	184.50	\$7,473.06	-7.50	\$ (90.10)	0.00	\$ -	\$ 68,313.92	26.25

<u>PUBLIC WORKS</u>										
Arrellano, Antonio	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,843.08	\$ -	22.00	\$ 829.30	0.00	\$ -	32.00	\$ 717.23	\$ 3,389.61	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,525.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,525.08	0.00
Cruz-Villalobos, Eulises	\$ 652.40	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 652.40	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,490.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,490.05	0.00
Gastelum, Humberto	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Gutierrez Olivarez, Norberto	\$ 774.46	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 774.46	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Isaak, Denise	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
Jimenez, Gabriela	\$ 1,547.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,547.23	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	0.00
Lopez, Josue	\$ 1,837.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,837.54	0.00
Martinez, Jaime	\$ 1,174.32	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,174.32	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: July 23, 2023 - August 05, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Morales, Andres	\$ 1,757.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.69	0.00
Ortiz, Carlos	\$ 1,960.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,960.31	0.00
Perez, Ruben Lopez	\$ 1,819.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,819.38	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,707.51	0.00
Rivera, Coty	\$ 2,109.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,109.23	0.00
Rivera, Hector	\$ 945.98	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 945.98	0.00
Sanchez, Daniel	\$ 2,694.55	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,694.55	0.00
Soto, Samuel	\$ 1,837.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,837.54	0.00
Tinoco, Alfonso	\$ 2,514.62	\$ -	41.50	\$2,129.58	0.00	\$ -	32.00	\$ 985.85	\$ 5,630.04	0.00
Valdivia, Blanco	\$ 945.98	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 945.98	0.00
TOTAL	\$ 49,603.60	\$ -	63.50	\$2,958.88	0.00	\$ -	64.00	\$ 1,703.08	\$ 54,265.56	0.00

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	0.00
Campos, Manuel	\$ 1,802.46	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,802.46	0.00
Meza, Isela	\$ 928.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 928.00	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	\$ 11,142.23	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 11,142.23	0.00

PLANNING

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

COUNCIL

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

	Total	\$ -		Total				\$ 625.00		
GRAND TOTAL:	\$185,462.24	\$1,362.42	270.07	\$11,351.15	-7.50	-\$90.10	65.00	\$1,703.08	\$ 199,788.79	40.75

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: August 06, 2023 - August 19, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS	COMP TIME
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	SALARY	EARNED
<u>ADMINISTRATION</u>										
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	13.13
Cheema, Akayla	\$ 2,415.23	\$ -	10.45	\$ 470.22	0.00	\$ -	0.00	\$ -	\$ 2,885.45	0.00
Gonzalez, Diana	\$ 3,641.16	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,641.16	0.00
Jansons, John	\$ 6,678.60	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 6,678.60	0.00
Linares, Vanessa	\$ 1,793.69	\$ -	1.54	\$ 49.91	0.00	\$ -	0.00	\$ -	\$ 1,843.61	0.00
Lopez, Jacqueline	\$ 2,386.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,386.77	0.00
Mendoza Hernandez, Ariana	\$ 1,972.77	\$ -	6.75	\$ 243.35	0.00	\$ -	0.00	\$ -	\$ 2,216.12	0.00
Mendoza, Gabriela	\$ 2,169.85	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,169.85	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	1.88
TOTAL	\$ 32,840.69	\$ -	18.74	\$ 763.48	0.00	\$ -	0.00	\$ -	\$ 33,604.17	15.00
<u>REC/SOCIAL</u>										
Acosta, Marco	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Acosta-Parra, Melany	\$ 557.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 557.23	0.00
Aguilar, Corina	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ 68.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 68.00	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	3.00
Beltran, Isabelle	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Brar, Manreet	\$ 527.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 527.00	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	2.25
Campos, Isaiah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Chouhan, Arnoop	\$ 294.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 294.50	1.00
Chouhan, Gurnoor	\$ 294.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 294.50	2.00
Cruz Paramo, Xitlali	\$ 426.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 426.25	3.00
Diaz, Keren	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Escamilla, Paloma	\$ 465.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 465.00	0.00
Flores, Haley	\$ 1,523.81	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,523.81	2.25
Garcia, Anthony	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Gonzalez Corrales, Aleena	\$ 387.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 387.50	0.00
Hurlbert, Ronald	\$ 600.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 600.63	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
Kobzeff, Julia	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lemm, Brent	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lemm, Kylie	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	1.00
Lopez, Robert	\$ -	\$ -	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
Marquez, Nicolas	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Martinez, Aylah	\$ 866.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 866.25	0.00
Martinez, Jeness	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	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
Neuwirth, Steven	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	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

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: August 06, 2023 - August 19, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Sidhu, Nirmal	\$ 2,106.14	\$ -	5.00	\$ 197.45	0.00	\$ -	0.00	\$ -	\$ 2,303.59	0.00
Silva, Jessica	\$ 631.63	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 631.63	0.00
Torres, Samantha	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Tovar, Jessica	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Villarreal, Arlene	\$ 2,040.91	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,040.91	0.75
TOTAL	\$ 25,883.92	\$ -	5.00	\$ 197.45	0.00	\$ -	0.00	\$ -	\$ 26,081.37	15.25

<u>POLICE</u>										
Antuna, Miguel	\$ 2,781.91	\$ -	25.00	\$1,241.93	0.00	\$ -	0.00	\$ -	\$ 4,023.84	0.00
Arciga, Jose	\$ 2,878.88	\$ -	33.50	\$1,707.23	0.00	\$ -	0.00	\$ -	\$ 4,586.11	0.00
Barbosa, Isaias	\$ 2,974.35	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,974.35	0.00
Barcoma, Wilbert	\$ 5,051.59	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,051.59	0.00
Barra, Brenden	\$ 2,277.26	\$ -	9.00	\$ 369.13	0.00	\$ -	0.00	\$ -	\$ 2,646.38	0.00
Belding, Jeff	\$ 3,789.47	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,789.47	18.00
Castro, Jaclynn	\$ 2,181.88	\$ -	4.50	\$ 170.31	0.00	\$ -	0.00	\$ -	\$ 2,352.19	0.00
Chapman, Tom	\$ 3,692.44	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,692.44	0.00
Clark, Patrick	\$ 2,511.53	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,511.53	0.00
Coronado, Krystal	\$ 1,231.41	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,231.41	0.00
Corrales, Edith	\$ 1,560.00	\$ -	0.50	\$ 14.63	0.00	\$ -	0.00	\$ -	\$ 1,574.63	0.00
Cubillos, Theresa	\$ 2,833.43	\$ -	4.00	\$ 202.39	0.00	\$ -	0.00	\$ -	\$ 3,035.82	34.50
Garcia, Andrew	\$ 2,119.38	\$ -	40.00	\$1,513.85	0.00	\$ -	0.00	\$ -	\$ 3,633.23	0.00
Gempis, Danzel	\$ 1,922.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,922.31	0.00
Gutierrez, Gloria	\$ 25.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 25.00	0.00
Inthasone, Bryant	\$ 2,018.31	\$ -	19.39	\$ 604.05	0.00	\$ -	0.00	\$ -	\$ 2,622.36	0.00
Irazoqui, Mario	\$ 1,836.96	\$ -	5.00	\$ 172.22	0.00	\$ -	0.00	\$ -	\$ 2,009.18	0.00
Lopez, Matt	\$ 977.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 977.50	0.00
Lozano, Daniel	\$ 1,559.30	\$ -	16.00	\$ 467.79	0.00	\$ -	0.00	\$ -	\$ 2,027.09	0.00
Lozano, Patricia	\$ 1,353.23	\$ -	11.50	\$ 291.79	0.00	\$ -	0.00	\$ -	\$ 1,645.02	0.00
Mendoza, Sandra	\$ 3,160.64	\$ -	15.00	\$ 839.90	0.00	\$ -	0.00	\$ -	\$ 4,000.54	0.00
Molina, Jesus	\$ 2,478.12	\$ -	24.50	\$1,073.24	0.00	\$ -	0.00	\$ -	\$ 3,551.36	0.00
Quintanilla, Rodolfo - Final P	\$ 3,014.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,014.92	0.00
Roth, Adriana	\$ 2,131.27	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,131.27	0.00
Ruiz, Jose	\$ 2,131.27	\$ -	17.00	\$ 628.02	0.00	\$ -	0.00	\$ -	\$ 2,759.29	0.00
Vasquez, Francisco	\$ 1,995.37	\$ -	1.00	\$ 35.19	0.00	\$ -	0.00	\$ -	\$ 2,030.55	0.00
Velez, Bernice	\$ 1,686.52	\$ -	1.50	\$ 47.43	0.00	\$ -	0.00	\$ -	\$ 1,733.95	0.00
TOTAL:	\$ 62,174.25	\$ -	227.39	\$9,379.08	0.00	\$ -	0.00	\$ -	\$ 71,553.33	52.50

<u>PUBLIC WORKS</u>										
Arrellano, Antonio	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,525.08	\$ -	42.21	\$1,211.59	0.00	\$ -	32.00	\$ 590.03	\$ 3,326.70	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,490.05	\$ -	11.50	\$ 353.26	0.00	\$ -	6.00	\$ 108.00	\$ 1,951.31	0.00
Gastelum, Humberto	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Gutierrez Olivarez, Norberto	\$ 774.46	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 774.46	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Isaak, Denise	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
Jimenez, Gabriela	\$ 1,598.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,598.92	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	6.75
Lopez, Josue	\$ 1,837.54	\$ -	7.00	\$ 234.61	0.00	\$ -	0.00	\$ -	\$ 2,072.15	1.50
Morales, Andres	\$ 1,757.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.69	0.00
Ortiz, Carlos	\$ 1,960.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,960.31	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: August 06, 2023 - August 19, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Perez, Ruben Lopez	\$ 1,819.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,819.38	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	6.00	\$ 304.60	0.00	\$ -	0.00	\$ -	\$ 3,012.11	0.00
Rivera, Coty - Final Pay	\$ 5,504.81	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,504.81	0.00
Rivera, Hector	\$ 945.98	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 945.98	0.00
Sanchez, Daniel	\$ 2,694.55	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,694.55	0.00
Soto, Samuel	\$ 1,837.54	\$ -	11.00	\$ 368.68	0.00	\$ -	5.00	\$ 111.72	\$ 2,317.94	4.50
Tinoco, Alfonso	\$ 2,514.62	\$ -	1.00	\$ 46.21	0.00	\$ -	0.00	\$ -	\$ 2,560.83	0.00
Valdivia, Blanco	\$ 945.98	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 945.98	0.00
TOTAL	\$ 51,224.15	\$ -	78.71	\$2,518.95	0.00	\$ -	43.00	\$ 809.76	\$ 54,552.86	12.75

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	0.00
Campos, Manuel	\$ 1,802.46	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,802.46	3.00
Meza, Isela	\$ 928.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 928.00	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	3.00
TOTAL	\$ 11,142.23	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 11,142.23	6.00

PLANNING

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

COUNCIL

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

	Total	\$ 375.00		Total				\$ 375.00		
GRAND TOTAL:	\$184,015.25	\$0.00	329.84	\$12,858.96	0.00	\$0.00	44.00	\$809.76	\$ 197,683.96	101.50

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 9/6/2023 8:28 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	08/25/2023	
	082523	C PR TAX DEPOSIT- 08/25/23- SIT PAYABLE		4,050.34
	082523	C PR TAX DEPOSIT- 08/25/23- SDI PAYABLE		1,617.28
Total for this ACH Check for Vendor 10147:				5,667.62
ACH	10517	FEDERAL TAXES PAYROLL	08/25/2023	
	082523	C PAYROLL TAX DEPOSIT- 08/25/23- FICA M		5,589.70
	082523	C PAYROLL TAX DEPOSIT- 08/25/23- FIT PA		13,197.10
	082523	C PAYROLL TAX DEPOSIT- 08/25/23- FICA P		23,900.70
Total for this ACH Check for Vendor 10517:				42,687.50
ACH	10518	KERMAN POLICE OFFICERS ASSN	08/25/2023	
	082523	C MEMBERSHIP DUES- 08/25/23		657.00
Total for this ACH Check for Vendor 10518:				657.00
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	08/25/2023	
	082523	C MEMBERSHIP DUES- 08/25/23		195.00
Total for this ACH Check for Vendor 10519:				195.00
ACH	10520	ICMA-RC	08/25/2023	
	082523	C DEFERRED COMP- 08/25/23		1,524.40
	082523	C LOAN PAYMENTS		3,384.48
Total for this ACH Check for Vendor 10520:				4,908.88
Total for 8/25/2023:				54,116.00
Report Total (5 checks):				54,116.00

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
Printed: 9/6/2023 8:30 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
27470	11355	BADGER METER	08/16/2023	
	1583637	FIN- TOWER FOR 2" WATER METER FOR C		226.15
	1584526	FIN- 20 CELLULAR TOWERS/REGISTERS F		2,980.50
Total for Check Number 27470:				3,206.65
27471	BP-CALI1 00342073	CALIFORNIA MANUFACTURING & EN BPO- 1401 S MADERA AVE- SITE PLAN REV	08/16/2023	1,000.00
Total for Check Number 27471:				1,000.00
27472	10452	CITY OF FRESNO WMD	08/16/2023	
	COK2306172	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2306172	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2306172	SWR- WEEKLY LAB ANALYSIS		14.00
Total for Check Number 27472:				92.00
27473	10619	EDD	08/16/2023	
	L1071831120	FIN- UNEMPLOYMENT INSURANCE BENE		2,678.00
	L1071831120	FIN- UNEMPLOYMENT INSURANCE BENE		2,483.06
	L1071831120	FIN- UNEMPLOYMENT INSURANCE BENE		14.00
	L1071831120	FIN- UNEMPLOYMENT INSURANCE BENE		1,536.94
Total for Check Number 27473:				6,712.00
27474	10282	OFFICE DEPOT	08/16/2023	
	31394092001	BPO- PENS LABELS INK		69.99
	31394092001	BPO- PENS LABELS INK		70.00
	31394092001	BPO- SORTER ORGANIZER STAPLER REM		62.79
	31394092001	BPO- SORTER ORGANIZER STAPLER REM		62.78
	313957534001	BPO- LABELS		23.42
	313957534001	BPO- LABELS		23.43
	313957600001	BPO- NOTEBOOK		6.53
	313957600001	BPO- NOTEBOOK		6.53
	313957600001	BPO- MONITOR STAND OINTMENT SCENT		22.32
	313957600001	BPO- MONITOR STAND OINTMENT SCENT		22.33
	313957614001	BPO- SCISSORS		9.25
	313957614001	BPO- SCISSORS		9.26
	313957620001	BPO- ORGANIZERS		39.22
	313957620001	BPO- ORGANIZERS		39.22
	313957722001	BPO- CHAIRMAT		30.37
	313957722001	BPO- CHAIRMAT		30.38
	313957757001	BPO- NOTEBOOK		16.77
	313957757001	BPO- NOTEBOOK		16.77
	317456389001	BPO- SHREDDER		99.98
	317456389001	BPO- SHREDDER		99.98
Total for Check Number 27474:				761.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
27475	10286	O'REILLY AUTOMOTIVE INC	08/16/2023	
	405796	VE REP- RADIATOR THERMOSTAT ANTIFR		249.38
	405824 405827	VE REP- SUPPLIES- 2 INV <\$50		70.52
	405836	VE REP- RETURN ANTIFREEZE		-43.57
Total for Check Number 27475:				276.33
27476	10419	ZIM INDUSTRIES INC	08/16/2023	
	4430	WTR- WELL 14 EMERGENCY REPAIR		14,700.00
Total for Check Number 27476:				14,700.00
Total for 8/16/2023:				26,748.30
27478	12451	ACTIVE TOWING DIVE TEAM INC	08/24/2023	
	53483	PD- TOWING FOR EVIDENCE FEES (KPD C		307.00
Total for Check Number 27478:				307.00
27479	12452	CLEANSE MEE MEDIDATION	08/24/2023	
	00332181	REC- FARMERS MARKET- JULY VENDOR F		36.00
Total for Check Number 27479:				36.00
27480	12454	KAYLA DELGADO	08/24/2023	
	00343474	REC- FARMERS MARKET - JULY VENDOR I		36.00
Total for Check Number 27480:				36.00
27481	10177	GAMETIME	08/24/2023	
	110032-01-02	REC- COSMIC CLIMBER 7083- SOROPTOMI		2,670.97
Total for Check Number 27481:				2,670.97
27482	10282	OFFICE DEPOT	08/24/2023	
	31394092001	BPO- PENS LABELS INK		70.00
	31394092001	BPO- PENS LABELS INK		69.99
	31394092001	BPO- SORTER ORGANIZER STAPLER STAP		62.79
	31394092001	BPO- SORTER ORGANIZER STAPLER STAP		62.78
	313957534001	BPO- OFFICE SUPPLIES		23.43
	313957534001	BPO- OFFICE SUPPLIES		23.42
	313957600001	BPO- NOTEBOOK		6.53
	313957600001	BPO- MONITOR STAND OINTMENT SCENT		22.32
	313957600001	BPO- NOTEBOOK		6.53
	313957600001	BPO- MONITOR STAND OINTMENT SCENT		22.33
	313957614001	BPO- SCISSORS		9.25
	313957614001	BPO- SCISSORS		9.26
	313957620001	BPO- ORGANIZERS		39.22
	313957620001	BPO- ORGANIZERS		39.22
	313957722001	BPO- CHAIRMAT		30.38
	313957722001	BPO- CHAIRMAT		30.37
	313957757001	BPO- NOTEBOOK		16.77
	313957757001	BPO- NOTEBOOK		16.77
	317456389001	BPO- SHREDDER		99.98
	317456389001	BPO- SHREDDER		99.98
Total for Check Number 27482:				761.32
27483	12453	RICHARDS CONCESSIONS INC	08/24/2023	
	00328581	REC- FARMERS MARKET - JULY VENDOR I		36.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27483:				36.00
27484	11525 081523	ADOLPHS A-1 TREE SERVICE PARKS- 3 TREES TRIMMED @ KATIES PAR	08/24/2023	900.00
Total for Check Number 27484:				900.00
27485	12257 080123 081523	AMERITAS LIFE INSURANCE CORP HR- CLAIMS FUNDING ENDING 07/29/23 HR- CLAIMS FUNDING ENDING 08/12/23	08/24/2023	944.49 367.20
Total for Check Number 27485:				1,311.69
27486	11355 80125024 80125024 80125024 80125024	BADGER METER FIN- BEACON USER LOGIN ANNUAL LICEI FIN- BEACON ANNUAL LICENSE AGREEM FIN- BEACON ANNUAL LICENSE AGREEM FIN- BEACON USER LOGIN ANNUAL LICEI	08/24/2023	150.00 375.00 375.00 150.00
Total for Check Number 27486:				1,050.00
27487	11917 BA_6079_2023	BLAIS & ASSOCIATES LLC ADM- KRM GRANT RESEARCH AND SUPP	08/24/2023	2,344.00
Total for Check Number 27487:				2,344.00
27488	10054 232260036609	BLUE SHIELD OF CALIFORNIA HR- SEPTEMBER MEDICAL COVERAGE	08/24/2023	51,587.56
Total for Check Number 27488:				51,587.56
27489	12348 8214184	BRADY INDUSTRIES CS- JANITORIAL SUPPLIES- JUL 2023	08/24/2023	546.43
Total for Check Number 27489:				546.43
27490	10218 081623	JEANNA BURDINE-SLAVEN CS- REIMBURSEMENT - SLUMBERGER MI	08/24/2023	29.16
Total for Check Number 27490:				29.16
27491	10617 678302 679281 679928 679928 679928 679928 679928 679928	C A REDING CO INC CS- SC- LANIER MPC4504 JUL 2023 REC-CTC- LANIER MPC307- JULY 2023 ADM- LANIER/IM C8000-CONTRACT ADM- LANIER/IM C8000-CONTRACT ADM- LANIER/IM C8000-CONTRACT ADM- LANIER/IM C8000-CONTRACT ADM- LANIER/IM C8000-CONTRACT ADM- LANIER/IM C8000-CONTRACT	08/24/2023	72.45 50.10 69.15 41.49 5.53 69.15 22.12 69.15
Total for Check Number 27491:				399.14
27492	12456 00328902	ADRIAN CABRERA CTC- CTC DEPOSIT 08/19/23	08/24/2023	400.00
Total for Check Number 27492:				400.00
27493	10076 2605	CALIFORNIA POLICE CHIEFS ASSOC PD- REGISTRATION FEE: CPCA ANNUAL TI	08/24/2023	825.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27493:	825.00
27494	10078 0195001403-01	CALIFORNIA STATE DISBURSEMENT C WITHHOLDING ORDER P/R DATE 08/11/2	08/24/2023	274.08
			Total for Check Number 27494:	274.08
27495	12457 00339959	JENNIFER CASAREZ CTC- SH DEPOSIT 08/19/23	08/24/2023	100.00
			Total for Check Number 27495:	100.00
27496	10104 815550021014764 815550021026548 815550021026548	COMCAST FIN- TECHNOLOGY SERVICES- 08/14/23-09/ FIN- TECHNOLOGY SERVICES- 08/14/23-09/ FIN- TECHNOLOGY SERVICES- 08/14/23-09/	08/24/2023	191.20 153.64 153.64
			Total for Check Number 27496:	498.48
27497	10715 1690 1696 1698	DC HEATING AND COOLING CS- SUPPLY & INSTALL DUCTLESS UNIT CS- FIX RUU CAP/LEAK- SR CENTER LOBE CS- REPAIR CONDENSATION UNIT- SR CTI	08/24/2023	2,995.00 275.00 337.50
			Total for Check Number 27497:	3,607.50
27498	11832 SI00479853	EPIC BUSINESS ESSENTIALS LLC CS- LETTER OPENERS- REC ADMIN	08/24/2023	1.67
			Total for Check Number 27498:	1.67
27499	11398 FRES-99277	FASTSIGNS CS- PARK SIGN RULES/REG (5)	08/24/2023	264.06
			Total for Check Number 27499:	264.06
27500	11550 #2022-5723	FRESNO COUNTY SHERIFFS OFFICE - C FTB-WAGE-GARNISHMENT P/R DATE- 08	08/24/2023	137.00
			Total for Check Number 27500:	137.00
27501	12379 pf198595/100045 PF261067/100302	GILL CHEVROLET VE CAP- 2023 CHEV SILVERADO 2500HD VE CAP- 2023 CHEV SILVERADO 2500HD	08/24/2023	63,000.00 63,999.99
			Total for Check Number 27501:	126,999.99
27502	10185 9767785356 9789607117 9797843423 9799090858 9803963777 9805234375 9807177085 9810034125	GRAINGER CS- BALLASTS- BM SUPPLIES CS- ACCESS KEYPAD CS- CONTROL BOX- PLUMBING COUNCIL CS- DOME DOOR STOP- CITY HALL CS- WALL PLUG COVER (5) BLDG MAINT S CS- DOOR LOCKSET- BM SUPPLIES- PW OI CS- LED RETROIT WALL LAMP- KPD SALL CS- HAND TOWEL DISPENSER- BLDG MAI	08/24/2023	109.19 267.74 373.38 11.66 6.11 608.98 184.32 56.73
			Total for Check Number 27502:	1,618.11
27503	11358 34653407	GREAT AMERICA FINANCIAL SERVICE WTR- LANIER MPC307 COPIER WWTP	08/24/2023	70.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	34653407	SWR- LANIER MPC307 COPIER WWTP		70.88
			Total for Check Number 27503:	141.76
27504	12458 00348370	STEPHANIE GRIGGS CTC- SH DEPOSIT 08/20/23	08/24/2023	150.00
			Total for Check Number 27504:	150.00
27505	12187 202888	HAMNER JEWELL & ASSOCIATES CS- PROFESSIONAL SERVICES- RAILROAD	08/24/2023	180.00
			Total for Check Number 27505:	180.00
27506	11923 160965	JOE A GONSALVES & SON ADM- PROFESSIONAL LEGISLATIVE REPR	08/24/2023	1,250.00
			Total for Check Number 27506:	1,250.00
27507	12459 082123	GARCIA JOSE FIN- REFUND ON UB RECEIPT #350394	08/24/2023	150.00
			Total for Check Number 27507:	150.00
27508	12017 INV117474	KOMPAN CALIFORNIA INC CS- HANGER BASIC- TRINIS PARK	08/24/2023	515.58
			Total for Check Number 27508:	515.58
27509	10250 073123	LIEBERT CASSIDY WHITMORE ADM- ADMIN- HR PERSONNEL MATTER- 0	08/24/2023	261.00
			Total for Check Number 27509:	261.00
27510	12455 00627672	SYLVIA LOYOLA CTC- CTC DEPOSIT 08/12/23	08/24/2023	400.00
			Total for Check Number 27510:	400.00
27511	11096 2194814 2194815	LOZANO SMITH LLP ADM- ADMIN-HR PERSONNEL MATTER- 0 ADM- ADMIN-HR PERSONNEL MATTER- 0	08/24/2023	20.00 160.00
			Total for Check Number 27511:	180.00
27512	10282	OFFICE DEPOT	08/24/2023	
	320011769001	CS- DEPARTMENT COPY PAPER		40.31
	320011769001	CS- DEPARTMENT COPY PAPER		40.30
	320011769001	CS- DEPARTMENT COPY PAPER		40.30
	320011769001	CS- DEPARTMENT COPY PAPER		120.93
	320011769001	CS- DEPARTMENT COPY PAPER		40.30
	320869809-001	CS- RA-PAINT PEN		7.62
	320884812-001	CS- RA-PAINT PEN		3.84
	320884812-001	CS- NUTRITION COFFEE CUPS		68.85
	322985049-001	CS- SC-CLOCKS (2)		49.02
	322987518-001	CS- BM-D BATTERIES		16.58
	326226806001	FIN- TONER		28.51
	326226806001	FIN- PRINTER (2) TAPE DISPENSER STAPLI		174.47
	326226806001	FIN- TONER		3.02
	326226806001	FIN- TONER		38.57
	326226806001	FIN- PRINTER (2) TAPE DISPENSER STAPLI		128.96
	326226806001	FIN- PRINTER (2) TAPE DISPENSER STAPLI		13.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	326226806001	FIN- PRINTER (2) TAPE DISPENSER STAPLI		68.27
	326226806001	FIN- TONER		15.09
	326227608801	FIN- SCANNER		14.79
	326227608801	FIN- SCANNER		139.67
	326227608801	FIN- SCANNER		73.94
	326227608801	FIN- SCANNER		188.96
Total for Check Number 27512:				1,315.95
27513	10289	P.G.& E.	08/24/2023	
	6039473144-6	CS- TRINIS PARK- JULY 2023		189.73
	6206788690-3	CS- CS ELECTRICITY & GAS- JULY 2023- C		5,192.43
	6206788690-3	CS- CS ELECTRICITY & GAS- JULY 2023- C		2,006.86
	6206788690-3	CS- CS ELECTRICITY & GAS- JULY 2023- C		100.00
	6206788690-3	CS- CS ELECTRICITY & GAS- JULY 2023		1,421.81
	8820061503-2	CS- COLEMAN BALLFIELD PG&E JULY 202		1,800.05
Total for Check Number 27513:				10,710.88
27514	10754	THE HOME DEPOT PRO-SUPPLY WOR	08/24/2023	
	756722922	CS- JANITORIAL SUPPLIES- AUG 2023		66.09
	758244644	CS- JANITORIAL SUPPLIES- AUG 2023		946.27
	760139972	CS- PRESSURE WASHERS (3)- BLDG MAIN		688.72
	760665042	CS- JANITORIAL SUPPLIES- AUG 2023		43.70
Total for Check Number 27514:				1,744.78
27515	10371	TJ LAW & ASSOCIATES INVESTIGATIC	08/24/2023	
	23-177	PD- CONFIDENTIAL BACKGROUND INVES		700.00
Total for Check Number 27515:				700.00
27516	10382	UNITED RENTALS NORTH AMERICA I	08/24/2023	
	222551095-001	CS- BOBCAT RENTAL- ANIMAL SHELTER I		633.51
Total for Check Number 27516:				633.51
27517	10406	WEST HILLS OIL INC	08/24/2023	
	77757	VE- FUEL JULY 16-30		5,988.90
	77757	VE- ACT PROGRAM-PD		355.53
Total for Check Number 27517:				6,344.43
27518	12267	IRENE ZAMORA	08/24/2023	
	00345597	CTC- SH DEPOSIT 08/13/23		150.00
Total for Check Number 27518:				150.00
Total for 8/24/2023:				221,569.05
27519	11525	ADOLPHS A-1 TREE SERVICE	08/30/2023	
	082123	PARKS- 4 TREES TRIMMED- LIONS PARK		950.00
Total for Check Number 27519:				950.00
27520	12257	AMERITAS LIFE INSURANCE CORP	08/30/2023	
	09012023	HR- SEPTEMBER VISION ADMIN FEES		724.50
Total for Check Number 27520:				724.50
27521	10040	AT&T MOBILITY	08/30/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	287286967034X08	PD- AUGUST MDT WIRELESS SERVICE		470.55
	287287978139X	PD- AUGUST CELLULAR SERVICE		489.56
Total for Check Number 27521:				960.11
27522	11355	BADGER METER	08/30/2023	
	1598902	HYD MTR REPL- COUPLING FOR HYD ME		110.93
	1598903	HYD MTR REPL- COUPLING FOR HYD ME		110.93
	1598904	HYD MTR REPL- HYDRANT METER		971.92
	1599561	HYD MTR REPL- ADAPTER FOR HYD MET		90.70
	1599562	HYD MTR REPL- ADAPTER FOR HYD MET		90.70
	1600396	HYD MTR REPL- PARTS FOR HYD METER		115.16
Total for Check Number 27522:				1,490.34
27523	12460	BBS NARCOTICS ENFORCEMENT TRA	08/30/2023	
	KPD-2023-001	PD- INFORMANTS CLASS TRAINING (2 OF		210.00
Total for Check Number 27523:				210.00
27524	10920	JEFF BELDING	08/30/2023	
	081123	PD- AMAZON ORDER 3 PHONE CASES		64.62
	081523	PD- WALMART PURCHASE OF SURGE STR		17.72
Total for Check Number 27524:				82.34
27525	11498	COMCAST CABLE COMMUNICATIONS	08/30/2023	
	178280791	PD- FSO OFFICE CITY OF KERMAN CALNE		697.63
Total for Check Number 27525:				697.63
27526	10109	COUNTY OF FRESNO	08/30/2023	
	071923	BPO- PLANNING CONTRACTED SERVICES		3,992.37
Total for Check Number 27526:				3,992.37
27527	12114	D & S PLUMBING HEATING & AIR	08/30/2023	
	814	CS- REPLACED AC TRANSFORMER- ANIM		489.00
Total for Check Number 27527:				489.00
27528	10128	DEPARTMENT OF JUSTICE	08/30/2023	
	673394	PD- FINGERPRINT APPS FINGERPRINT FBI		236.00
Total for Check Number 27528:				236.00
27529	11832	EPIC BUSINESS ESSENTIALS LLC	08/30/2023	
	SI00481748	CS- 2024 DESK CALENDARS (3) REC ADMIN		25.11
	SI00481991	CS- RUBBERBANDS (2)- REC ADMIN		8.60
	SI0481749	CS- 2024 DESK CALENDARS (3) REC ADMIN		32.50
Total for Check Number 27529:				66.21
27530	11398	FASTSIGNS	08/30/2023	
	FRES-100019	CS- PARK SIGN RULES/REG 3- LIONS PARK		131.07
	FRES-100253	CS- PARK SIGN RULES/REG 3		275.37
	FRES-100273	REC- ART IN THE PARK ART SHOW		128.29
Total for Check Number 27530:				534.73
27531	11550	FRESNO COUNTY SHERIFFS OFFICE -	08/30/2023	
	#2022-5723	C FTB-WAGE GARNISHMENT P/R DATE 08/		137.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27531:				137.00
27532	12379	GILL CHEVROLET	08/30/2023	
	1812	VE REP- ENGINE SHIELD #1458		44.97
	2166	VE REP- GROUND CABLE #1446		113.68
Total for Check Number 27532:				158.65
27533	10185	GRAINGER	08/30/2023	
	9777151102	CS- QUICK CONNECT FILTER (7) CTC ICE M		436.11
	9811976464	CS- PUSH BUTTON LOCKSET- KPD THF		1,283.96
	9813915247	CS- HAND TOWEL DISPENSER - KATEYS M		56.73
	9814311297	CS- PUSH BUTTON LOCKSET- RETURN KP		-1,283.96
	981683177	CS- DOOR REINFORCER- PW OFFICE DOO		61.39
	9817909857	CS- LED RETROFIT LAMP- SOROPTOMIST		59.83
Total for Check Number 27533:				614.06
27534	11358	GREAT AMERICA FINANCIAL SERVICE	08/30/2023	
	34542775	BPO- MPC3004- EQUIPMENT RENTAL JULY		243.11
Total for Check Number 27534:				243.11
27535	10514	ICAD INC	08/30/2023	
	071023	WTR- 26344-07/10/23- WELL 15 PLC PROGR		932.50
	071123	WTR- 26403-07/11/23- TROUBLESHOOT WE		652.50
	071223	SWR-23643-07/12/23-WWTP REPAIR WIRING		375.00
	071223	WTR-23643-07/12/23-REPAIR WELL 14 STAR		375.00
	072623	WTR- 23632-7/26/23-VFD REPAIR WELLS 12		1,135.00
	17327	WTR- WELL 14-VFD PMT 1- 35% ACCEPTA		7,209.83
Total for Check Number 27535:				10,679.83
27536	10213	INTERNATIONAL CODE COUNCIL INC	08/30/2023	
	1001736604	BPO- CODE ENFORCEMENT GENERAL SUI		22.88
Total for Check Number 27536:				22.88
27537	10219	JENSEN & PILEGARD INC	08/30/2023	
	682700	EQUIP- CARB HARNESS SPEED FEED FOR		227.49
Total for Check Number 27537:				227.49
27538	10239	KERWEST INC	08/30/2023	
	24130	BPO- PUBLIC NOTICES/ADVERTISING- PR		505.00
	24138	CAP- STRTS- PROOF OF PUBLICATION - ST		680.00
	24139	CAP-STRTS- PROOF OF PUBLICATION- STF		680.00
	24140	CAP- PROOF OF PUBLICATION - LIONS PAI		692.50
	24144	BPO- PUBLIC NOTES/ADVERTISING- CUP 2		442.50
Total for Check Number 27538:				3,000.00
27539	12442	KAITLYN MARTINEZ	08/30/2023	
	00338338	CTC- SOUTH PICNIC CABANA SHELTER 07		50.00
Total for Check Number 27539:				50.00
27540	10265	MONTOY LAW CORPORATION	08/30/2023	
	082123	CC- CC- JULY LEGAL FEES		5,291.00
Total for Check Number 27540:				5,291.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
27541	10272	MUTUAL OF OMAHA	08/30/2023	
	001574030458	HR- SEPTEMBER VOLUNTARY LIFE		1,060.19
	001574030458	HR- SEPTEMBER LTD INS EMPLOYER		563.93
	001574030458	HR- SEPTEMBER LTD INS EMPLOYEE		563.92
	001574030458	HR- SEPTEMBER LIFE INSURANCE		458.06
Total for Check Number 27541:				2,646.10
27542	12463	MAIYAH OBEL	08/30/2023	
	00347385	CTC- SH DEPOSIT 08/27/23		150.00
Total for Check Number 27542:				150.00
27543	10282	OFFICE DEPOT	08/30/2023	
	323751290001	BPO- CODE ENFORCEMENT - POP UP CANI		174.35
	323752973001	BPO- BLDG- BLUE COPY STAMP		8.71
	323823114001	ADM- OFFICE SUPPLIES		53.18
	323823114001	ADM- GENERAL SUPPLIES		17.41
	323858949001	ADM- GENERAL SUPPLIES		27.73
	323858951001	ADM- GENERAL SUPPLIES		13.07
	323929074001	ADM- RETURN/CREDIT		-13.07
	326601784-001	ADM- RETURN/CREDIT		-53.18
	326868150001	ADM- RETURN/CREDIT		-27.23
Total for Check Number 27543:				200.97
27544	11833	ORKIN	08/30/2023	
	246512258	CTC- PEST CONTROL CTC AUG 2023		116.99
Total for Check Number 27544:				116.99
27545	10289	P.G.& E.	08/30/2023	
	2881141119-9	CS- CNG VEHICLES FUEL- AUG 2023		251.25
	3920400666-0	STRT- MONTHLY SERVICE- 07/18/23-08/15/2		4,710.94
	5340322355-4	WTR- DOUBLE L CHLORINATOR POWER- (		10.18
	5467738309-0	WTR/SWR/SD- 06/16/23-07/18/23- JULY		338.33
	5467738309-0	WTR/SWR/SD- 06/16/23-07/18/23- JULY		59.07
	5467738309-0	WTR/SWR/SD- 06/16/23-07/18/23- JULY		27.10
	5467738309-0	WTR/SWR/SD- 06/16/23-07/18/23- JULY		49,617.41
	7660122617-8	PD- ANIMAL SHELTER - AUG		1,265.73
	8970493475-4	PARKS- KERCKHOFF PARK -07/11/23-08/08/		169.34
Total for Check Number 27545:				56,449.35
27546	10305	PITNEY BOWES BANK INC PURCHASI	08/30/2023	
	8000-9090-0159-	VAR- POSTAGE FOR METER		1.26
	8000-9090-0159-	VAR- POSTAGE FOR METER		5.04
	8000-9090-0159-	VAR- POSTAGE FOR METER		1.26
	8000-9090-0159-	VAR- POSTAGE FOR METER		39.69
	8000-9090-0159-	VAR- POSTAGE FOR METER		62.52
	8000-9090-0159-	VAR- POSTAGE FOR METER		87.57
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.63
	8000-9090-0159-	VAR- POSTAGE FOR METER		51.81
	8000-9090-0159-	VAR- POSTAGE FOR METER		193.11
	8000-9090-0159-	VAR- POSTAGE FOR METER		77.25
Total for Check Number 27546:				520.14
27547	10331	SEBASTIAN	08/30/2023	
	34158	BLDG- TROUBLESHOOT ALARMS- PW SHC		280.13
	34239	FIN- LOW VOLTAGE LABOR- TRIP CHARGI		345.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27547:	625.13
27548	11650	SITEONE LANDSCAPE SUPPLY COMP/	08/30/2023	
	132573768-001	PARKS- BOOSTER PUMP KERCKHOFF PAR		2,484.65
	132573768-001	PARKS- BOOSTER PUMP KERCKHOFF PAR		100.00
	133291386-001	WTR- LESCO PROSECUTOR HERBICIDE		164.69
	133291386-001	SWR- LESCO PROSECUTOR HERBICIDE		164.69
	133353549-001	SD- LESCO PROSECUTOR HERBICIDE		733.75
	133596445-001	PARKS- GLOVES EMERGENT HERBICIDE I		304.45
			Total for Check Number 27548:	3,952.23
27549	12054	SPARKLETTES	08/30/2023	
	215775850827202	FIN- DRINKING WATER - ADMIN FIN PLAN		3.83
	215775850827202	FIN- DRINKING WATER - ADMIN FIN PLAN		7.67
	215775850827202	FIN- DRINKING WATER - ADMIN FIN PLAN		10.56
	215775850827202	PW- DRINKING WATER -PUBLIC WORKS- S		40.45
	215775850827202	FIN- DRINKING WATER - ADMIN FIN PLAN		4.79
	215775850827202	FIN- DRINKING WATER - ADMIN FIN PLAN		5.19
	215775850827202	PW- DRINKING WATER- PUBLIC WORKS		40.45
	215775850827202	FIN- DRINKING WATER - ADMIN FIN PLAN		5.19
	215775850827202	FIN- DRINKING WATER - ADMIN FIN PLAN		1.92
	215775850827202	FIN- DRINKING WATER - ADMIN FIN PLAN		15.58
	215775850827202	FIN- DRINKING WATER - ADMIN FIN PLAN		5.19
			Total for Check Number 27549:	140.82
27550	12368	SPECIALTY HOSE EXPRESS LLC	08/30/2023	
	56227	WTR- 1/4 IN TUBING FOR WELLS		76.28
	56317	SWR- NOZZLE		45.27
			Total for Check Number 27550:	121.55
27551	11460	SUPERIOR POOL PRODUCTS LLC	08/30/2023	
	Q2024043	WTR- 150 GAL BULK CHLORINE WELL 17		560.13
	Q2024111	WTR-190 GAL BULK CHLORINE WELL 9A		704.41
			Total for Check Number 27551:	1,264.54
27552	10357	TAYLOR MADE IRRIGATION	08/30/2023	
	27666	WTR- BACKFLOW REPAIR PARTS		49.30
	27674	WTR- BACKFLOW REPAIR PARTS		46.58
			Total for Check Number 27552:	95.88
27553	11502	TIREHUB LLC	08/30/2023	
	36402103	PD REP- 6 TIRES FOR STOCK - PD VEHICLE		777.82
			Total for Check Number 27553:	777.82
27554	10458	RAUL HERRERA ECN POLYGRAPH AN	08/30/2023	
	KERM-JUNE 09-23	PD- PRE-EMPLOYMENT POLY: LIFT GURA		250.00
			Total for Check Number 27554:	250.00
27555	12461	JFS ENTERPRISE INC	08/30/2023	
	15-4723	CAP- HART RANCH ORCHARD REMOVAL I		50,000.00
			Total for Check Number 27555:	50,000.00
27556	10251	LIGHTHOUSE ELECTRIC INC	08/30/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	060823	SWR- 7250-06/08/23-SEEPEX PUMP DISCON		641.25
	062023	SWR- 7451-06/20/23- TROUBLESHOOT SEE		1,679.07
	062123	SWR- 744-06/21/23- TROUBLESHOOT BLOW		1,827.98
	062823	WTR- 7445-06/28/23- WELL 10 TROUBLESH		1,842.50
	062923	WTR- 7446-06/29/23- WELL 10 RELAY FUSE		2,211.25
	063023	WTR- 7109-7448 WELL 10 TROUBLESHOOT		2,505.34
Total for Check Number 27556:				10,707.39
27557	12462 00297829	ELAINA PARIZAL CTC- TRINIS PARK REFUND	08/30/2023	50.00
Total for Check Number 27557:				50.00
27558	10316 144822	R G EQUIPMENT OF FRESNO INC EQUIP- DECK WHEELS FOR TORO MOWER	08/30/2023	60.52
Total for Check Number 27558:				60.52
27559	11688 340426	SWANK MOTION PICTURES INC REC- SWANK MOTION PICTURES- MINION	08/30/2023	480.00
Total for Check Number 27559:				480.00
Total for 8/30/2023:				159,466.68
27560	10545 083023	WILBERT BARCOMA PD- 4 DAYS SUBSISTENCE ACTING CHIEF	08/31/2023	152.00
Total for Check Number 27560:				152.00
27561	11125 082323	JOHN GOLDEN REIMBURSEMENT FOR 07/14/23 UNI PAY- C	08/31/2023	2.48
Total for Check Number 27561:				2.48
Total for 8/31/2023:				154.48
Report Total (91 checks):				407,938.51

CITY OF KERMAN
CD/Securities Portfolio
As of August 31, 2023

Section 5, Item D.

As of August 31, 2023					6/30/2023			6/30/2024	Section 5, Item D.	
Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	Book Balance	Additions/ (Deletions)	Cashed In	Book Balance	Fair Value	Interest Paid
CD's:										
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00	(98,000.00)		-	-	-
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00	(98,000.00)		-	-	-
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00	(51,000.00)		-	-	-
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00	(96,000.00)		-	-	-
Morgan Stanley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00	(240,000.00)		-	-	3,927.45
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00	(97,000.00)		-	-	1,587.35
UBS Bank Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00			98,000.00	97,829.48	548.67
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	47,527.20	749.79
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00			248,000.00	243,084.64	-
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00			205,000.00	201,141.90	-
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00			245,000.00	240,183.30	-
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	240,587.55	-
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	240,587.55	-
Customers Bank Phoenixville PA	615-030525-245	4.70%	2/16/23	8/16/24	250,000.00			250,000.00	247,960.00	5,826.71
Charles Schwab Bank	615-030525-245	5.20%	3/7/23	9/16/24	250,000.00			250,000.00	249,035.00	-
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24	249,000.00			249,000.00	245,680.83	1,810.20
Morgan Stanley Private National Bank	615-030525-245	4.80%	4/20/23	10/21/24	244,000.00			244,000.00	241,923.56	-
Western Alliance Bank	615-030525-245	4.85%	4/13/23	10/21/24	244,000.00			244,000.00	242,057.76	-
Brookline Bank Mass	615-030525-245	5.30%	8/30/23	10/30/24		248,000.00		248,000.00	247,243.60	-
Morgan Stanley Bank	615-030525-245	5.20%	8/30/23	3/3/25		243,000.00		243,000.00	241,848.18	-
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	230,047.28	-
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	235,944.80	-
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25	245,000.00			245,000.00	235,979.10	-
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	225,133.35	-
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24	500,000.00			500,000.00	492,205.00	-
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25	500,000.00			500,000.00	495,295.00	12,484.72
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26	500,000.00			500,000.00	493,920.00	12,608.33
Average Rate		3.67%								
Total CD's					5,738,000.00	(189,000.00)	-	5,549,000.00	5,435,215.08	39,629.36

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2023 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2024 Book Balance	Fair Value	Interest Paid
Securities America Sweep Program										
	Beginning Balance				-			-		
	Transfers In/(Out)		7/6/23			269.84		269.84		
			7/13/23			243,927.45		243,927.45		
			7/14/23			12.06		12.06		
			7/17/23			890.26		890.26		
			7/28/23			(220,006.56)		(220,006.56)		
			7/31/23			(25,093.05)		(25,093.05)		
			7/31/23			34.06		34.06		
			8/4/23			98,587.35		98,587.35		
			8/8/23			1,028.62		1,028.62		
			8/15/23			933.15		933.15		
			8/17/23			5,826.71		5,826.71		
			8/30/23			(106,409.89)		(106,409.89)		
			8/31/23			26.81		26.81		
					-	26.81	-	26.81	26.81	-
Local Agency Investment Fund										
	Beginning Balance	98-10-400			12,165,605.11			12,165,605.11		-
	Interest	0.33%	7/14/23			95,517.05		95,517.05		95,517.05
								-		
	Transfers In/(Out)							-		
								-		
								-		
	Total - LAIF	0.33%			12,165,605.11	95,517.05	-	12,261,122.16	12,261,122.16	95,517.05
Central Valley Money Market Acct										
	Beginning Balance	015030960			8,640,558.56			8,640,558.56		
	Interest		7/31/23			587.08		587.08		587.08
			8/31/23			587.12		587.12		
	Transfers In/(Out)							-		
								-		
								-		
		0.08%						-		
					8,640,558.56	1,174.20	-	8,641,732.76	8,641,732.76	587.08
Subtotal All City Investments										
		1.36%			26,544,163.67	(92,308.75)	-	26,451,854.92	26,338,070.00	135,733.49
				Total Investments	26,544,163.67	(92,281.94)	-	26,451,881.73	26,338,096.81	135,733.49
								Market Value Adjustment	(113,784.92)	
								(92,281.94)		
								(92,281.94)		
								0.00		



STAFF REPORT

MEETING DATE: September 13, 2023

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Award of Contract for Fiscal Year 22/23 Street Rehabilitation Project to AJ Excavation, Inc. (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding contract for Fiscal Year 22/23 Street Rehabilitation Project to AJ Excavation, Inc. in the amount of \$1,039,350.00 and authorize the City Manager to sign the contract.

EXECUTIVE SUMMARY:

The FY 22/23 Street Rehabilitation Project is included in the City's Capital Improvement Plan and will consist of the rehabilitation of the existing pavement on 2nd Street between California Avenue and G Street, 3rd Street between California Avenue and Kearney Boulevard, El Mar and San Joaquin Avenue between 1st Street and 4th Street, 4th Street between San Joaquin Avenue and El Mar Avenue, and 3rd Street between Stanislaus Avenue and San Joaquin Avenue. Rehabilitation will include a combination of full reconstruction, pulverize and overlay, and application of slurry seal. The Project will also include the reconstruction of curb and gutter, valley gutter, and sidewalk where damaged, construction of new ADA compliant curb ramps and alley drive approaches, and striping and signage improvements. The Project will also replace water services on El Mar Avenue that have been prone to leaks and breaks, resulting in numerous pavement patches.

The City advertised for bids for the Project and bids were received from six contractors on Wednesday, August 30, 2023, and the results are as follows:

Contractor	Base Bid
AJ Excavation, Inc.	\$1,039,350.00
Central Valley Asphalt	\$1,223,500.00
Jim Crawford Construction Co.	\$1,242,243.92
Cal Valley Construction	\$1,247,050.10
Avison Construction, Inc.	\$1,359,493.00
Granite Construction Co.	\$1,583,024.00
Engineer's Estimate	\$1,113,605.00

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

FISCAL IMPACT:

The total estimated Project cost is \$1,402,000, including design, construction management, inspection, and contingency. The City has budgeted \$1,500,000 for the Project from Local Transportation Funds

ATTACHMENTS:

- A. Resolution
- B. Vicinity Maps

Attachment ‘A’

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
AWARDING CONTRACT FOR FISCAL YEAR 22/23 STREET REHABILITATION PROJECT
TO AJ EXCAVATION, INC.**

WHEREAS, the Invitation to Bid for the FY 22/23 Street Rehabilitation Project was published in the Kerman News on August 9, 2023 and was sent electronically and mailed to all construction trade journals specified for the City by the California Uniform Construction Cost Accounting Commission in accordance with the City’s Formal Contract Procedures and California Public Contract Code Section 22037; and

WHEREAS, the Project consists of the rehabilitation of the existing pavement on 2nd Street between California Avenue and G Street, 3rd Street between California Avenue and Kearney Boulevard, El Mar and San Joaquin Avenue between 1st Street and 4th Street, 4th Street between San Joaquin Avenue and El Mar Avenue, and 3rd Street between Stanislaus Avenue and San Joaquin Avenue., within the City of Kerman; and

WHEREAS, the following bids for the Project were publicly opened and read aloud at the Kerman City Hall on August 30, 2023 at 2:00 p.m.:

Contractor	Base Bid
AJ Excavation, Inc.	\$1,039,350.00
Central Valley Asphalt	\$1,223,500.00
Jim Crawford Construction Co.	\$1,242,243.92
Cal Valley Construction	\$1,247,050.10
Avison Construction, Inc.	\$1,359,493.00
Granite Construction Co.	\$1,583,024.00

WHEREAS, the City Engineer’s Estimate was \$1,113,605.00.

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

1. Upon the recommendation of the City Engineer, the FY 22/23 Street Rehabilitation Project, be awarded to: AJ Excavation, Inc., 9662 W. Kearney Blvd., Fresno, CA 93706 in the amount of One Million and Thirty-Nine Thousand and Three Hundred Fifty Dollars and Zero Cents (\$1,039,350.00).
2. The City Manager is authorized to sign the City's standard form of agreement for construction projects, as contained in the bid package on behalf of the City of Kerman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 13th day of September 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

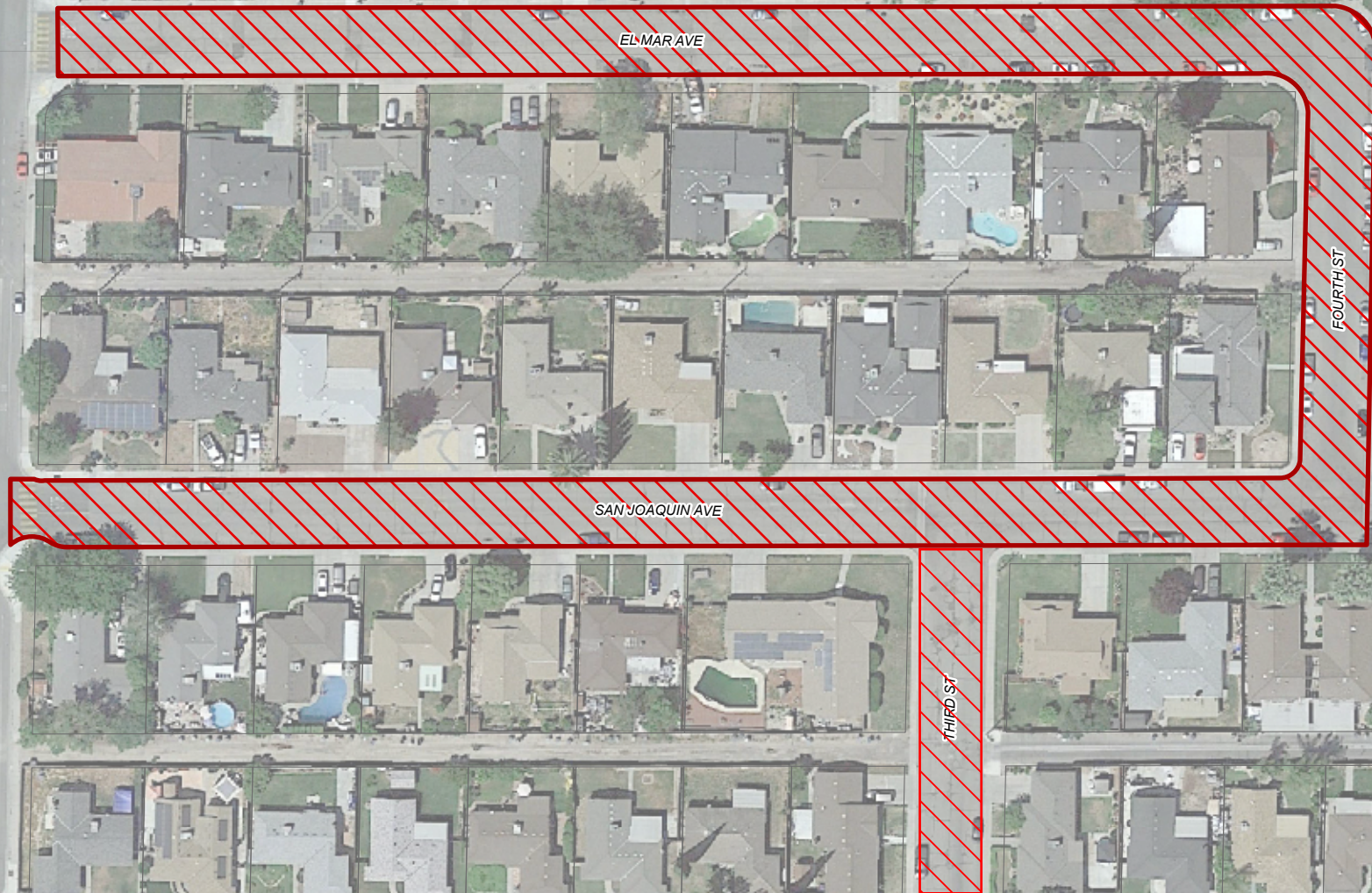
Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Attachment 'A'

Section 5, Item E.



 Project Limits

0 50 100 Feet

Vicinity Map
Location A

 **Yamabe & Horn
Engineering, Inc.**
CIVIL ENGINEERS • LAND SURVEYORS





Path: F:\2022\22-187\GIS\22-187 SurveyExhibits\22-187 SurveyExhibits.aprx



Project Limits

0 150 300 Feet

Vicinity Map
Location B

Yamabe & Horn
Engineering, Inc.
CIVIL ENGINEERS • LAND SURVEYORS





STAFF REPORT

MEETING DATE: September 13, 2023

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Award of Contract for Fiscal Year 22/23 Street Sealing Project to VSS International, Inc. (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding contract for Fiscal Year 22/23 Street Sealing Project to VSS International, Inc. in the amount of \$1,030,120.00 and authorize the City Manager to sign contract.

EXECUTIVE SUMMARY:

The FY 22/23 Street Sealing Project is included in the City's Capital Improvement Plan and will consist of the sealing of the pavement along various streets within the City. Streets with a more typical level of wear and tear will receive a Type II slurry seal, while streets with a higher level of degradation will receive a rubberized cape seal to extend their useful life. The selection of the streets to be sealed and the appropriate seal type were based on the age of the pavement, the Pavement Condition Index (PCI) from the City's Pavement Management System (PMS), and field review. The Project will also include dig out and re-paving of severely deteriorated or damaged pavement areas prior to sealing.

The City advertised for bids for the Project and bids were received from two contractors on Wednesday, August 30, 2023, and the results are as follows:

Contractor	Base Bid
VSS International, Inc.	\$1,030,120.00
Pavement Coatings Co.	\$1,045,256.32
Engineer's Estimate	\$820,000.00

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

FISCAL IMPACT:

The total estimated Project cost is \$1,256,000, including design, construction management, inspection, and contingency. The City has budgeted \$850,000 for the Project from Local Transportation Funds. The shortfall of \$406,000 can be funded by the anticipated savings of \$98,000 from the FY 22/23 Street Rehabilitation Project and an additional \$308,000 from Local Transportation Funds. If Council does not wish to allocate additional funding to the Project, and instead elects to reject all bids and re-bid, there is no assurance in the current construction climate that the re-bid will result in any lower cost.

ATTACHMENTS:

- A. Resolution
- B. Vicinity Maps

Attachment 'A'

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
AWARDING CONTRACT FOR FISCAL YEAR 22/23 STREET SEALING PROJECT
TO VSS INTERNATIONAL, INC.

WHEREAS, the Invitation to Bid for the FY 22/23 Street Sealing Project was published in the Kerman News on August 9, 2023 and was sent electronically and mailed to all construction trade journals specified for the City by the California Uniform Construction Cost Accounting Commission in accordance with the City's Formal Contract Procedures and California Public Contract Code Section 22037; and

WHEREAS, the Project consists of the placement of rubberized cape seal or Type II slurry seal on various streets, within the City of Kerman; and

WHEREAS, the following bids for the Project were publicly opened and read aloud at the Kerman City Hall on August 30, 2023 at 2:30 p.m.:

Contractor	Base Bid
VSS International, Inc.	\$1,030,120.00
Pavement Coatings Co.	\$1,045,256.32

WHEREAS, the City Engineer's Estimate was \$820,000.00.

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

1. Upon the recommendation of the City Engineer, the FY 22/23 Street Sealing Project, be awarded to: VSS International, Inc., 3785 Channel Drive, West Sacramento, CA 95691 in the amount of One Million and Thirty Thousand and One Hundred Twenty Dollars and Zero Cents (\$1,030,120.00).
2. The City Manager is authorized to sign the City's standard form of agreement for construction projects, as contained in the bid package on behalf of the City of Kerman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 13th day of September 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

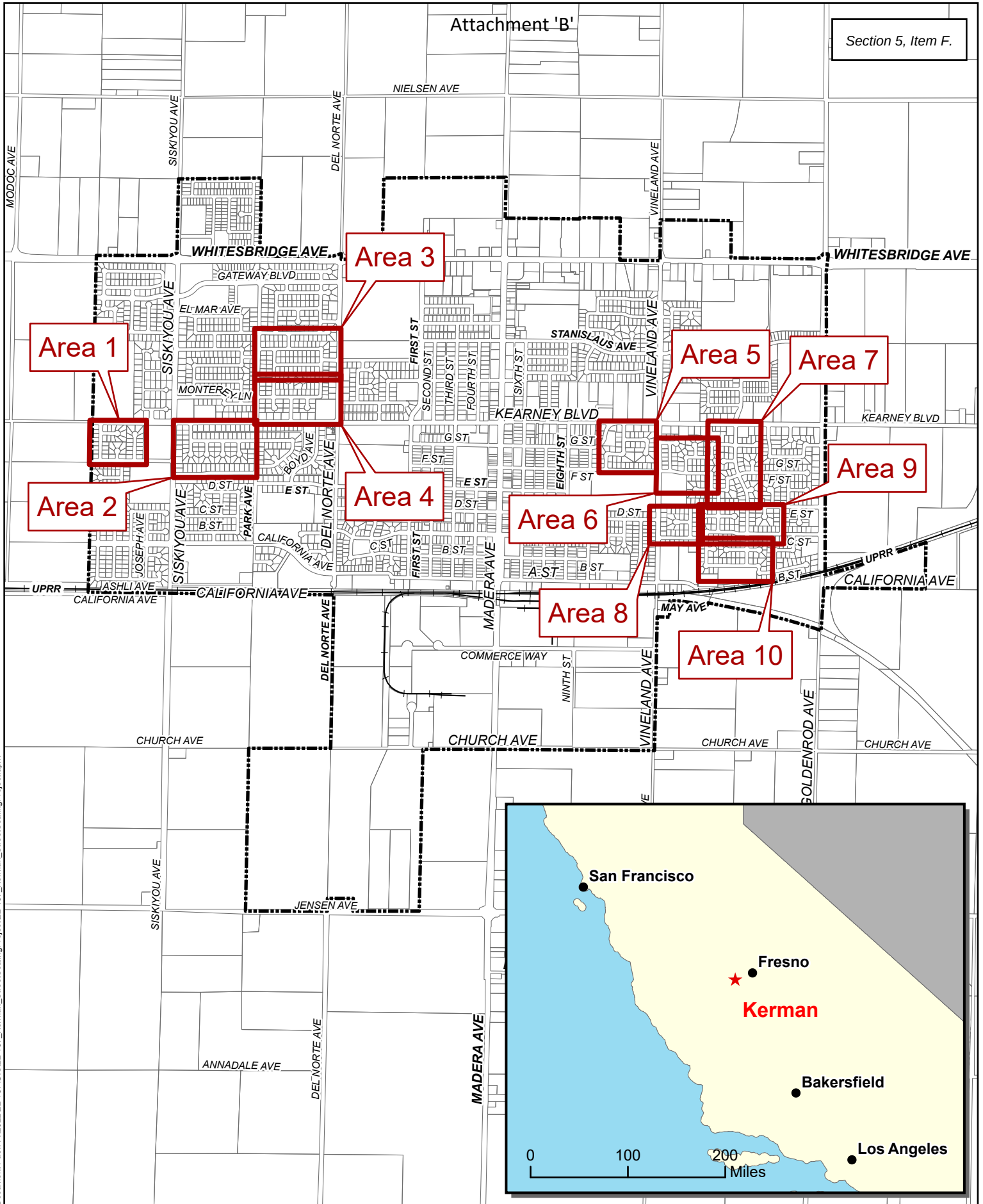
[Attestation on next page.]

The foregoing resolution is hereby approved.

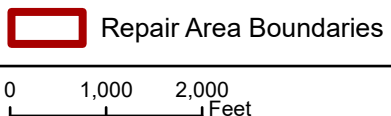
Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



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Project Vicinity Map



STAFF REPORT

MEETING DATE: September 13, 2023

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Award of Contract for the Lions Park Recharge Project to DG Construction Inc. (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding contract for the Lions Park Recharge Project to DG Construction Inc. in the amount of \$222,770.00 and authorize the City Manager to sign the contract.

EXECUTIVE SUMMARY:

In 2014, the State of California passed the Sustainable Groundwater Management Act (SGMA). As the primary requirement of SGMA, local agencies who utilize groundwater as a source of supply must reach sustainability by 2040. Simply put, “sustainability” means that each local agency must not utilize more groundwater than they put back into the underground aquifer. In order to achieve this, the City must make efforts to offset groundwater pumping through groundwater recharge projects. In 2022, the City entered into an agreement with Fresno Irrigation District (FID) to receive an annual allocation of surface water to be used for groundwater recharge.

The Lions Park Recharge Project is the City’s first project, of many, that will be required to achieve sustainability by 2040. The Project consists of the installation of an actuated valve, water meter, and associated piping at FID’s existing structure located on the west side of Siskiyou Avenue at the Middleton Avenue alignment. These improvements will allow for water to be released from FID’s system, into the City’s storm drain system, which will then convey the water to the Lions Park Drainage Basin. Once the water is discharged into the basin, it will percolate into the ground, recharging the underground aquifer. With existing infrastructure, the Project will provide a substantial benefit to the City, without significant additional infrastructure costs. The City advertised for bids for the Project and bids were received from five contractors on Wednesday, August 30, 2023, and the results are as follows:

Contractor	Base Bid
DG Construction Inc.	\$222,770.00
HPS Mechanical, Inc.	\$244,356.00
JT2 Inc. dba Todd Companies	\$256,050.00
Alliance Construction Solutions, Inc.	\$264,000.00
Haydon Construction, Inc.	\$264,615.00
Engineer’s Estimate	\$157,000.00

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

FISCAL IMPACT:

The total estimated Project cost is \$326,500, including design, construction management, inspection, and contingency. The City has received a Proposition 1 GSP Implementation Grant from the California Department of Water Resources in the amount of \$207,515 for the Project. This leaves a shortfall of \$118,985. Staff recommend that the shortfall be funded with Water Operations Reserves, or another source upon Council's direction. If the Project does not move forward at this time, the City will be unable to meet the grant timeline and will be at risk of losing the grant funding.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
AWARDING CONTRACT FOR THE LIONS PARK RECHARGE PROJECT
TO DG CONSTRUCTION INC.

WHEREAS, the Invitation to Bid for the Lions Park Recharge Project was published in the Kerman News on August 9, 2023 and was sent electronically and mailed to all construction trade journals specified for the City by the California Uniform Construction Cost Accounting Commission in accordance with the City’s Formal Contract Procedures and California Public Contract Code Section 22037; and

WHEREAS, the Project consists of the installation of an actuated valve, water meter, and associated piping at the Fresno Irrigation District structure along the west side of Siskiyou Avenue at the Middleton Avenue alignment, within the City of Kerman; and

WHEREAS, the following bids for the Project were publicly opened and read aloud at the Kerman City Hall on August 30, 2023 at 3:00 p.m.:

Contractor	Base Bid
DG Construction Inc.	\$222,770.00
HPS Mechanical, Inc.	\$244,356.00
JT2 Inc. dba Todd Companies	\$256,050.00
Alliance Construction Solutions, Inc.	\$264,000.00
Haydon Construction, Inc.	\$264,615.00

WHEREAS, the City Engineer’s Estimate was \$157,000.00.

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

1. Upon the recommendation of the City Engineer, the Lions Park Recharge Project, be awarded to DG Construction Inc., 1576 Menlo Ave., Clovis, CA 93611 in the amount of Two Hundred and Twenty-Two Thousand and Seven Hundred and Seventy Dollars and Zero Cents (\$222,770.00).
2. The City Manager is authorized to sign the City's standard form of agreement for construction projects, as contained in the bid package on behalf of the City of Kerman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 13th day of September 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: September 13, 2023

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Resolution Accepting Improvements and Authorizing Filing of the Notice of Completion for Tract No. 6236 Neighborhood Park (JJ)

RECOMMENDATION: Council by motion adopt resolution accepting improvements for Tract No. 6236 Neighborhood Park and authorizing the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

Tract No. 6236 is located in the northwest quadrant of the City, at the northeast corner of Siskiyou Avenue and Whitesbridge Road. The Tract consists of 144 single family residential lots, a 1.25-acre neighborhood park, and two outlots reserved for future commercial and multi-family residential use. The City Council approved the Final Map for Tract No. 6236 on September 8, 2021 and with it entered into a subdivision agreement with the Developer, Joseph Crown, for the completion of the required public improvements, including the development of the park. As a condition of the Subdivision Agreement for the Tract, the City must accept the improvements, once satisfactorily completed, and the Developer must post a one-year warranty security.

At this time, the Developer has not completed the entirety of the improvements required by the Subdivision Agreement for the Tract. However, the Developer has completed the development of the park. Since the entirety of the improvements have not been accepted by the City, the park has remained fenced off, much to the disappointment of the residents who have moved into the neighborhood. As such, Staff recommends that Council accept the park improvements only at this time so that it can be opened for resident's use. The City's Public Works Inspector has inspected the required park improvements and determined that the improvements have been satisfactorily completed. The Developer has posted the required one-year warranty security, for the park improvements only at this time. The one-year warranty security is in an amount equal to 10 percent of the cost of the improvements, in compliance with the Subdivision Agreement.

FISCAL IMPACT:

None.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 23-_____

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION
FOR TRACT NO. 6236 NEIGHBORHOOD PARK**

WHEREAS, Joseph Crown has subdivided 39.35 acres of land at the northeast corner of Siskiyou Avenue and Whitesbridge Road into 144 single-family residential lots, a 1.25-acre outlot for a neighborhood park, an outlot for future commercial use, and an outlot for future multi-family residential use via the Final Map for Tract No. 6236; and

WHEREAS, the City and Joseph Crown entered into a Subdivision Agreement for Tract No. 6236 which requires the completion of various public improvements by Joseph Crown, including development of the neighborhood park; and

WHEREAS, Joseph Crown has completed the development of the neighborhood park and the City's Public Works Inspector has inspected the public park improvements required by the Subdivision Agreement and all public park improvements have been completed; and

WHEREAS, the City Engineer recommends acceptance of the public park improvements for the Tract No. 6236 Neighborhood Park and requests Council to authorize the City Engineer to record the Notice of Completion for Tract No. 6236 Neighborhood Park.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY ACCEPTS the public park improvements for the Tract No. 6236 Neighborhood Park and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 13th day of September 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

Maria Pacheco
Mayor

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: September 13, 2023

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Approving Application to the California Strategic Growth Council's Community Resilience Centers Grant Program (TJ)

RECOMMENDATION: Council by motion adopt resolution approving application for grant funds to the Strategic Growth Council Community Resilience Centers Grant Program

EXECUTIVE SUMMARY:

The California Strategic Growth Council has issued an invitation for applications to Round 1 the Community Resilience Centers (CRC) Program for Planning, Project Development, and Implementation Grants. The due date for all final Planning, Project Development, and Implementation Grant Applications is Monday, September 18, 2023. The purpose of the grants is to provide funding for the planning, pre-development, new construction and upgrades for existing neighborhood-level Community Resilience Centers. The Centers may be used for various community programs and events, but should also provide shelter and resources during climate and other emergencies such as extreme heat events and poor air quality days. Funding may also be requested for ongoing year-round community services and programs (such as food distribution and workforce development training) that build overall community resilience.

The City of Kerman is requesting grant funds to construct a 15,400 sq. ft. addition to the existing 11,618 sq. ft. Kerman Community Center to create the Kerman Area Multi-Generational Resiliency Center (KAMGRC). The addition will include resiliency features currently lacking in the existing Community Center, while capitalizing on the amenities that are currently on-site. Utilizing the existing space and expanding on the Community Center to take advantage of the entire adjacent lawn area creates synergies to expand and maximize square footage. The Community Center currently has two large-capacity refrigerators, one large-capacity freezer, commercial ovens, restrooms, dividable open space, and some storage space. The proposed project would bring air filtration systems; backup broadband access; backup power sources; backup water sources; device recharging capabilities for cell phones and other personal communications devices; laundry; shelter/places for people/pets to sleep during emergencies; showers; space for food preparation and storage; and other resiliency amenities as well as a designated EOC space.

The City will conduct community engagement throughout the final design and construction phase. Partners and organizations who will utilize the space either on an event-by-event basis or through an ongoing use agreement, will also be engaged and encouraged to provide input.

Project Scope includes:

- Hiring a consultant to implement facility construction and upgrade activities.
- Conduct community outreach.
- Applicants must demonstrate involvement of community-based organizations and residents in all phases of the proposed project.
 - Each application must include a **Collaborative Stakeholder Structure (CSS)** which formalizes localized partnerships to ensure consistent buy-in and support in the community. The CSS partnership will be documented in a Partnership Agreement and must include residents and community-nominated members from community-based organizations.
 - CSS members will be required to sign a letter of commitment to be engaged in the final design process and continuing collaboration.
 - Potential community participants in the CSS/Community Stakeholder Task Force include:
 - Fresno County Emergency Services
 - Fresno County Department of Health
 - Valley Health Team
 - Kerman Police Department
 - North Central Fire District
 - Kerman Unified School District
 - Centro La Familia
 - Kerman Senior Advisory Board
- The City of Kerman is identified as a Priority Community for funding based on: 1) median household income is less than 80% of the statewide MHI; 2) census tracts identified as disadvantaged per SB 535, and; 3) census tracts identified as low-income per AB 1550.
- Anticipated award date is December 2023.
- Anticipated start date is approximately March to June 2024. There is a 3 to 6-month Post-Award Consultation Process prior to implementation.

Estimated grant request: **\$10 million**

FISCAL IMPACT:

None

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 23-__

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
APPLICATION FOR GRANT FUNDS FOR THE COMMUNITY RESILIENCE CENTERS
PROGRAM FROM THE CALIFORNIA STRATEGIC GROWTH COUNCIL**

WHEREAS, the City of Kerman proposes to implement the Kerman Area Multi-Generational Community Resiliency Center Project; and

WHEREAS, the City of Kerman has the legal authority and is authorized to enter into a funding agreement with the State of California and the California Strategic Growth Council; and

WHEREAS, the City of Kerman intends to apply for Project Implementation grant funding from the California Strategic Growth Council's Community Resilience Centers Program for the Kerman Area Multi-Generational Community Resiliency Center Project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN does resolve as follows:

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

SECTION 2. The City Manager or designee is hereby authorized and directed to prepare and file an application for funding with the California Strategic Growth Council and take such other actions as necessary or appropriate to obtain grant funding.

SECTION 3. The City Manager or designee is hereby authorized and directed to execute the funding agreement with the California Strategic Growth Council and any amendments thereto.

SECTION 4. The City Manager or designee is hereby authorized and directed to submit any required documents, invoices, and reports required to obtain grant funding.

SECTION 5. This resolution is effective upon adoption.

The foregoing resolution was approved and adopted by the City Council of the City of Kerman at a regular meeting held on the 13th day of September 2023, by the following vote:

AYES:

NOES:

ABSTAIN:

ABSENT:

The foregoing resolution is hereby adopted.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: September 13, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Authorization for Purchase of Real Property APNs 023-204-14SU, 023-204-16SU and 023-20409 for new Community Public Safety Center (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving the Purchase and Sale Agreement and Joint Escrow instruction for real property known as the land, building and improvements, identified as APN 023-204-14SU, 023-204-16SU Annex) and an unimproved lot compromised of approximately 6,000 square feet, identified as APN 023-204-06 (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 subject to Planning Commission's finding of conformity with the General Plan.

EXECUTIVE SUMMARY:

The Council has had a long standing goal of developing a new police facility to replace the undersized and inadequate facility at 850 S. Madera. As a Measure M priority project, staff began examining options for constructing a new facility on City-owned land adjacent to the existing facility. The Council commissioned a Needs Assessment to design an adequate replacement facility. The Needs Assessment was completed in 2022 and revealed challenges with the proposed location and cost of a new facility.

As the Needs Assessment was nearing completion, and in light of the information being prepared that suggested site constraints and high cost for new facility, Staff began to explore other options for development of the new facility. This effort resulted in the identification of the Annex Building (APN 023-204-14SU and 023-204-16SU). This building was no longer needed by the Seller and could be remodeled into a new community public safety center at a lower cost and quicker delivery time than a newly constructed building.

Staff also identified an adjacent vacant Lot, APN 023-204-09 ("Lot") and negotiated a purchase offer that that property as well. This property is proposed for development as a secured, additional parking area.

A Phase I Environmental Site Assessment (ESA) was conducted on both properties and a follow-up limited Phase II ESA was conducted on the Annex Building property to determine that both properties were free from known environmental defects.

The proposed purchase price(s) were determined to be the Fair Market Value of both properties following a jointly commissioned Appraisal by Buyer and Seller.

Those efforts have culminated in Attachment 'B', Purchase and Sale Agreement and Joint Escrow Instructions which is Exhibit 'A' to the Resolution.

The purchase price for the Annex is Two Million Eight Hundred Sixty Thousand and No/100 Dollars (\$2,860,000.00). The purchase price for the "Lot" is Eighty-Five Thousand Seven Hundred Forty and No/100 Dollars (\$85,740.00). The total purchase price for both properties is Two Million Nine Hundred Forty-Five Thousand Seven Hundred Forty and No/100 Dollars (\$2,945,740.00).

Seller is currently a party to that certain equipment lease for the lease of the cell tower affixed to the Annex ("Monopole Lease") which has been disclosed to Buyer. As a condition of this Agreement, Seller shall assign, and Buyer shall assume, Seller's rights, title, interest and obligations under the Monopole Lease, pursuant to that certain Assignment Agreement as described in Exhibit B of the PSA.

Finally, this transaction provides for lease back provision allowing the seller to use a portion of the property, the warehouse, for storage until they are able to find an alternative location. The Lease shall commence on the Closing Date and continue for a period of up to nine (9) months, and shall comprise approximately 3,660 square feet of the shop portion of the Annex, which shall be leased at a rate of \$1.10 per square foot ("Leaseback Space"), as depicted on Exhibit C, as described in Exhibit B of the PSA.

Following Council approval, and concurrent with opening of Escrow, the City will deposit Thirty Thousand and No/100 Dollars (\$30,000.00) (Deposit) with Chicago Title as a good faith deposit. This purchase will be funded by Measure M reserves funds. Future improvement and remodeling costs to complete and open the new facility have yet to be determined, but are anticipated to be in the range of five to eight million dollars (\$5,000,000 to \$8,000,000) depending on final facility design and pricing.

The additional funds needed to complete the project are anticipated to come from a combination of sources, including: General Fund Reserve, Measure M Reserve, and the three million dollar (\$3,000,000) award granted to the City by the State of California through the lobbying and advocacy efforts of Assembly Member Esmerelda Soria and the City.

ATTACHMENTS:

- A. Resolution
- B. Purchase and Sale Agreement and Joint Escrow Instructions.

Attachment 'A'

RESOLUTION 23-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA APPROVING THE PURCHASE SALE AGREEMENT AND JOINT ESCROW INSTRUCTIONS WITH BARCUS FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP AND S&K MORAN FAMILY LIMITED PARTNERSHIP, A CALIFORNIA LIMITED PARTNERSHIP IN THE AMOUNT OF TWO MILLION NINE HUNDRED FORTY-FIVE THOUSAND SEVEN HUNDRED FORTY AND NO/100 DOLLARS (\$2,945,740.00) FOR APNS 023-204-14SU, 023-204-16SU AND 023-204-09 FOR NEW COMMUNITY PUBLIC SAFETY CENTER

RECITALS

WHEREAS, the City of Kerman has long sought to replace its undersized and outdated Police Station facility, and

WHEREAS, the Measure M funding program proposed a new Police Station Facility as a priority project of the program, and

WHEREAS, the City undertook a Needs Assessment to develop a new facility on City owned land which revealed the proposed site was overly constrained resulting in additional costs unavailable to the City, and

WHEREAS, City Staff undertook an alternative site search for a suitable location to develop the new Police Facility, and

WHEREAS, a property was identified that was available and would better suit the City's needs, result in lower cost and a faster delivery time for a new Police Station ("Community Public Safety Facility"), and

WHEREAS, an appraisal was commissioned to determine the fair market value of the property and adjacent vacant lot, and

WHEREAS, a Phase I Environmental Site Assessment (ESA) was conducted on both properties and a follow-up, limited Phase II ESA was conducted on the Annex Building property to determine that both properties were free from known environmental defects.

WHEREAS, Staff completed negotiations for the proposed purchase resulting in a total purchase price for both properties, the "Annex" Building (APN 023-204-14SU and 023-204-16SU) and vacant lot, APN 023-204-09 of Two Million Nine Hundred Forty-Five Thousand Seven Hundred Forty and No/100 Dollars (\$2,945,740.00).

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

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

- Section 2. The City Council approves the Purchase and Sale Agreement and Escrow Instructions attached as Exhibit A and incorporated by reference.
- Section 3. The City Manager is authorized to implement the Agreement and to execute any necessary documents.
- Section 4. Authorize and direct the Director of Finance to Deposit into Escrow Good Faith Down Payment of Thirty Thousand Dollars (\$30,000).
- Section 5. This Resolution is effective upon adoption or upon Planning Commission's finding of conformity per Government Code section 65402.

The foregoing Resolution was considered by the City Council to the City of Kerman at a regular meeting of said Council held on this 13th day of September 2023, and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

Maria Pacheco
Mayor

Marci Reyes
City Clerk

AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS

THIS AGREEMENT FOR PURCHASE AND SALE OF REAL PROPERTY AND JOINT ESCROW INSTRUCTIONS ("**Agreement**") is made this ____ day of _____, 2023, ("**Agreement Date**") by and between the CITY OF KERMAN, a municipal corporation ("**Buyer**"), Barcus Family Limited Partnership, a California limited partnership ("**Barcus FLP**") and S&K Moran Family Limited Partnership, a California limited partnership ("**Moran FLP**" and together with the Barcus FLP, collectively, "**Seller**") with Chicago Title Company, Fresno California, as escrow holder ("**Escrow Holder**"). Seller and Buyer are collectively referenced as Parties.

RECITALS

A. Seller owns that certain real property located in Fresno County, California and desires to sell said property in fee, more specifically identified as follows:

(i) an unimproved lot comprised of approximately 6,000 square feet, identified as APN 023-204-09 ("**Lot**"); and

(ii) the land, building and improvements, identified as 023-204-14SU and 023-204-16SU ("**Annex**").

The Lot and Annex are collectively referenced as "**Property**" and are more particularly described in Exhibit A and depicted in red and yellow on Exhibit A-1 which are attached and incorporated by reference.

B. Seller and Buyer wish to enter an agreement for the purchase and sale of the Property upon the terms and conditions more particularly set forth herein.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the Parties hereto agree as follows:

TERMS AND CONDITIONS

1. PURCHASE AND SALE OF PROPERTY. Pursuant to the terms and conditions of this Agreement, and for the consideration herein set forth, Buyer hereby agrees to purchase from Seller and Seller agrees to sell to Buyer, the Property in AS-IS condition. The parties agree that no personal property shall be included in this transaction.

2. OPENING OF ESCROW. Within five (5) days after the execution of this Agreement by both Buyer and Seller, the parties shall open an escrow ("**Escrow**") with Chicago Title Company ("**Title Company**") with an office located at 7330 N Palm Ave #101, Fresno, CA 93711, by causing an executed copy of this Agreement to be deposited with Escrow Holder together with Buyer's Deposit (as defined in Section 3.2 below) ("**Opening of Escrow**").

3. **PURCHASE PRICE; DEPOSIT; PAYMENT OF PURCHASE PRICE.**

3.1 Purchase Price. The purchase price for the Property is Two Million Eight Hundred Sixty Thousand and No/100 Dollars (\$2,860,000.00) for the Annex and Eighty-Five Thousand Seven Hundred Forty and No/100 Dollars (\$85,740.00) for the Lot, for a total purchase price of Two Million Nine Hundred Forty-Five Thousand Seven Hundred Forty and No/100 Dollars (\$2,945,740.00) ("**Purchase Price**").

3.2 Deposit. Concurrently with Opening of Escrow, Buyer shall deposit with Escrow Holder the sum equal to Thirty Thousand and No/100 Dollars (\$30,000.00) ("**Deposit**") to be held by Escrow Holder for the benefit of the parties and applied against the Purchase Price at Closing (as defined in Section 5) or released, refunded or forfeited in accordance with the terms of this Agreement. The deposit shall be refundable to Buyer if Buyer exercises its option to terminate this Agreement on or before the last day of the Due Diligence Period (as defined below). If Buyer does not exercise its option to terminate this Agreement, the Deposit shall become non-refundable and applicable to the Purchase Price. If escrow fails to close due to a material breach of this Agreement by Buyer, the Deposit shall be released from escrow to Seller as liquidated damages, and Seller agrees that this amount shall constitute Seller's sole and exclusive remedy.

3.3 Payment of Purchase Price. On or before 1:00 p.m. on the business day preceding the Closing Date or such earlier time as required by Escrow Holder in order to close Escrow on the Closing Date, Buyer shall deposit into Escrow the balance of the Purchase Price in Good Funds ("**Balance**").

3.4 Good Funds. Prior to Closing, all funds deposited in Escrow shall be in "**Good Funds**" which shall mean a wire transfer of funds from a financial institution located in the State of California.

3.5 Financing. Buyer has sufficient cash, available lines of credit, or other sources of immediately available funds to enable it to (a) deliver the amounts due at the Closing, (b) take such actions as may be required to consummate the contemplated transaction herein, and (c) timely pay and perform Buyer's obligations under this Agreement. Buyer expressly acknowledges that the failure to have sufficient funds shall in no event be a condition to the performance of its obligations hereunder, and in no event shall the Buyer's failure to perform its obligations hereunder be excused by failure to receive funds from any source.

3.6 1031 Exchange. Each party may engage in an Internal Revenue Code Section 1031 exchange with respect to the sale and purchase of the Real Property and will cooperate with the other Party (at no cost to the other Party) to the extent necessary to accomplish such exchange.

3.7 Special Conditions.

(a) **Separation of Power.** Seller owns the real property parcel located next to the Annex as depicted in green on **Exhibit A-1**. As a result, both parcels have been using the same power grid and meter provided by Pacific Gas and Electric Company ("**PG&E**"). Seller is in the process of separating the power systems between the two parcels, with the goal of installing a separate meter for the Annex. Buyer understands and acknowledges that the timeline for securing a separate meter for the Annex is conditioned on the approval and cooperation of PG&E, which is outside Seller's control. Both parties understand and agree that completing the separation of power between the two parcels may occur after the Closing of Escrow. Seller

agrees to continue to share electrical service with the Annex for the benefit of Buyer, with Buyer to reimburse the monthly pro-rated share of its electrical usage following Close of Escrow and during renovation of Property until such time that electrical service can be separated and each building can be served separately by PG&E with cost of such retrofit to be shared equally by Buyer and Seller.

(b) **Existing Lease.** Seller is currently a party to that certain equipment lease for the lease of the cell tower affixed to the Annex ("**Monopole Lease**") which has been disclosed to Buyer. As a condition of this Agreement, Seller shall assign, and Buyer shall assume, Seller's rights, title, interest and obligations under the Monopole Lease, pursuant to that certain Assignment Agreement, attached hereto as **Exhibit B** and incorporated herein by reference ("**Assignment**").

(c) **Records.** Seller shall provide any records, documents service logs maintenance records, and warranties that pertain to the Annex its equipment or other pertinent documents including UST storage tank decommissioning records, if any.

(d) **Leaseback.** As a material inducement to Seller entering into this Agreement, Buyer, as landlord, agrees to enter into a lease with an entity related to Seller, known as Kerman Telephone Co., a California corporation, as tenant, said lease to be negotiated during the Due Diligence Period ("**Lease**"). The Lease shall commence on the Closing Date and continue for a period of up to nine (9) months, and shall comprise approximately 3,660 square feet of the shop portion of the Annex, which shall be leased at a rate of \$1.10 per square foot ("**Leaseback Space**"), as depicted on **Exhibit C**, attached hereto and incorporated herein by this reference.

(e) **Generator Removal.** Seller has informed Buyer that there is a generator affixed to the Annex property that is currently being used by the Annex and Seller's adjoining parcel. The Seller agrees to remove the generator before expiration of the Lease.

4. CLOSING FUNDS AND DOCUMENTS REQUIRED FROM BUYER AND SELLER.

4.1 Seller. Seller agrees that on or before 12:00 noon on the day preceding the Closing Date, Seller will deposit or cause to be deposited with Escrow Holder all of the following:

- a. A grant deed in the form attached hereto as **Exhibit D** executed by Seller ("**Grant Deed**").
- b. A Non-Foreign Affidavit as required by federal law.
- c. Such funds and other items and instruments as may be necessary in order for Escrow Holder or the Title Company to comply with this Agreement, including Seller's Charges, defined below.
- d. An executed copy of the Lease.
- e. An executed copy of the Assignment.

4.2 Buyer. Buyer agrees that on or before 12:00 noon on the day preceding the Closing Date, Buyer will deposit with Escrow Holder all additional funds, required under this Agreement, and all of the following:

a. A Preliminary Change of Ownership Statement completed in the manner required in Fresno County.

b. Such funds and other items and instruments as may be necessary in order for Escrow Holder or the Title Company to comply with this Agreement, including, but not limited to, the Deposit, the Balance, and Buyer's Charges, defined below.

c. An executed copy of the Lease.

d. An executed copy of the Assignment.

4.3 Recordation, Completion and Distribution of Documents. Escrow Holder shall confirm that any documents signed in counterpart are matching documents and shall combine the signature pages thereof so as to create fully executed documents. Escrow Holder will date all the documents with the date of Close of Escrow. Escrow Holder will cause the Grant Deed to be recorded when it can issue the Owner's Title Policy in accordance with Section 6.2, and holds for the account of Buyer and Seller, respectively, the funds and items described above to be delivered to Buyer and Seller, respectively, through Escrow, less costs, expenses and disbursements chargeable to the parties pursuant to this Agreement.

5. CLOSING DATE; OPTIONS TO EXTEND CLOSING; TIME IS OF ESSENCE.

5.1 Closing Date. Escrow shall close within sixty (60) days after Opening of Escrow ("Closing Date").

5.2 Definition of Closing. The terms "Close of Escrow" and/or "Closing" mean the time Grant Deed is recorded in the Official Records of Fresno County.

5.3 Time is of Essence. The parties specifically agree that time is of the essence of this Agreement.

5.4 Possession. Subject to the terms and conditions of the Lease, upon the Close of Escrow, possession of the Property shall be delivered to Buyer.

6. TITLE POLICY.

6.1 Approval of Title.

(a) Promptly following execution of this Agreement but in no event later than ten (10) days following Opening of Escrow, a preliminary title report shall be issued by ("**Title Company**"), describing the state of title of the Property, together with legible copies of all exceptions and a map plotting all easements ("**Preliminary Title Report**"). Within twenty (20) business days after Buyer's receipt of the Preliminary Title Report, Buyer shall notify Seller in writing ("**Buyer's Title Notice**") of Buyer's disapproval of any matters contained in the Preliminary Title Report ("**Disapproved Exceptions**").

(b) In the event Buyer delivers Buyer's Title Notice within said period, Seller shall have a period of ten (10) days after receipt of Buyer's Title Notice in which to notify Buyer of Seller's election to either (i) agree to attempt to remove the Disapproved Exceptions prior to the Close of Escrow; or (ii) decline to remove any such Disapproved Exceptions ("**Seller's Notice**"). If Seller notifies Buyer of its election to decline to remove the Disapproved Exceptions, or if Seller is unable to remove the Disapproved Exceptions (other than any obligations of Buyer under Section 7), Buyer may elect either to terminate this Agreement and the Escrow or to accept title to the Property subject to the Disapproved Exception(s). Buyer shall exercise such election by delivery of written notice to Seller and Escrow Holder within five (5) days following the earlier of (i) the date of written advice from Seller that such Disapproved Exception(s) cannot be removed; or (ii) the date Seller declines to remove such Disapproved Exception(s).

(c) Upon the issuance of any amendment or supplement to the Preliminary Title Report which adds additional exceptions, the foregoing right of review and approval shall also apply to said amendment or supplement; provided, however, that Buyer's initial period of review and approval or disapproval of any such additional exceptions shall be limited to five (5) days following receipt of notice of such additional exceptions.

(d) Nothing to the contrary herein withstanding, Buyer shall be deemed to have automatically objected to all leases (except the Monopole Lease), deeds of trust, mortgages, judgment liens, federal and state income tax liens, delinquent general and special real property taxes and assessments and similar monetary encumbrances affecting the Property (excluding any such items caused by Buyer), and Seller shall discharge any such non-permitted title matter of record prior to or concurrently with the Close of Escrow except as otherwise specifically provided in this Agreement.

6.2 Owner's Title Policy. At the Close of Escrow, an ALTA owner's non-extended policy of title insurance shall be furnished to Buyer ("**Owner's Title Policy**") insuring title to the Property vested in Buyer, containing only (i) non-delinquent real property taxes and assessments and (ii) exceptions approved by Buyer in accordance with Section 6.1. The amount of the insurance coverage shall be in the amount of the Purchase Price. The cost of the Owner's Title Policy shall be paid by Seller. If Buyer elects to obtain an extended ALTA owner's policy, Buyer shall be responsible to secure a survey at its own cost and expense which shall be delivered to the Title Company not less than thirty (30) days prior to Closing and Buyer shall be responsible to pay for any additional premium. The Title Policy shall include extended coverage or endorsements that Buyer may request but at Buyer's expense.

7. DUE DILIGENCE AND DUE DILIGENCE PERIOD. For a period of thirty (30) days following the Opening of Escrow ("**Due Diligence Period**"), Buyer shall have the right to perform any investigations, inspections, and review of documents as Buyer may reasonably determine in order to assess its willingness to purchase the Property pursuant to the terms of this Agreement.

7.1 Review and Approval of Documents and Materials. Within five (5) days of the Opening of Escrow, Seller shall deliver to Buyer any and all documents, reports, surveys, environmental assessments, engineering reports for the Property and other materials in Seller's possession or under its control or that of its agents, respecting the Property, including any hazardous substance conditions report concerning the Property, any natural hazard zone disclosure report, (collectively, "**Materials**"). During the Due Diligence Period, Buyer may review and evaluate the Materials to determine whether the Property is appropriate for Buyer's proposed use, in its sole discretion. Except for the Monopole Lease, Buyer is advised that there are no leases affecting the Property and there are no third parties in possession of the Property.

7.2 Buyer's Due Diligence. During the Due Diligence Period, Buyer and its agents may, at Buyer's sole expense, conduct tests and physical inspections of the Property, including building inspections and environmental site assessments desired by Buyer. Buyer shall also conduct such investigations with regard to zoning, building codes, and availability of permits and approvals for its intended construction and use of the Property, as it deems prudent in its sole discretion. Buyer shall provide evidence to Seller that Buyer has procured and paid premiums for an all-risk public liability insurance policy written on a per occurrence and not claims made basis in a combined single limit of not less than ONE MILLION DOLLARS (\$1,000,000) which insurance names Seller as additional insured. Buyer shall keep the Property free and clear of all mechanic liens, lis pendens and other liens arising out of the entry and work performed under this paragraph and shall maintain or assure maintenance of workers' compensation insurance (or state approved self-insurance) on all persons entering the Property in the amounts required by the State of California. Buyer shall promptly restore the Property to the condition that it was in prior to those tests and inspections and shall indemnify, defend and hold Seller harmless from all damages, costs, loss, expense (including attorney fees) and liability resulting from Buyer's activities, acts, and omissions on the Property, including, but not limited to, mechanic liens.

Notwithstanding anything to the contrary contained in this Agreement, (i) the defense, indemnity, and hold harmless provision contained in this Section shall not apply to the extent such liabilities arise in connection with the sole negligence or willful misconduct of Seller, its employees, agents, contractors, licensees or invitees and (ii) provided further that Buyer shall have no liability to Seller or to its employees, agents, or contractors by reason of, nor shall Buyer have any duty to indemnify, defend, or hold any person or entity harmless from or against, any liabilities, including, without limitation, any claim for diminution in value of the Property or for environmental remediation or clean-up costs, resulting directly from Buyer having merely discovered and/or reported (to the extent required by applicable law) any adverse physical condition, title condition, environmental condition, or other defect with respect to the Property. The foregoing provisions shall survive the Closing or any termination of this Agreement. At Closing, Buyer shall take the Property subject to any title exceptions caused by Buyer exercising this license to enter the Property.

Copies of any final non-privileged, non-attorney-client work product reports including any survey prepared for Buyer this Agreement shall be delivered to Seller (at no cost to Seller) and, if the Closing does not occur, Seller shall be entitled to use without the consent of the preparer.

7.3 Buyer's Termination Right. Buyer shall have the right at any time on or before the expiration of the Due Diligence Period to terminate this Agreement if, during the course of Buyer's due diligence investigations of the Property, Buyer determines in its sole and absolute discretion that the Property is not acceptable to Buyer. Buyer may exercise its right to terminate by delivering written notice of termination to Seller and Escrow Agent ("**Termination Notice**") on or before the expiration of the Due Diligence Period. Upon the timely delivery of such Termination Notice, (i) Escrow Agent shall immediately return the Deposit (less any cancellation charges) to Buyer without the need for further instruction or approval of the parties, and (ii) this Agreement shall automatically terminate and be of no further force or effect and neither party shall have any further rights or obligations hereunder. Notwithstanding anything contained herein to the contrary, if Buyer fails to provide a Termination Notice, then Buyer shall be conclusively deemed to have elected to approve its Due Diligence of the Property.

8. CONDITIONS PRECEDENT TO CLOSE OF ESCROW.

8.1 Conditions to Buyer's Obligations. The obligations of Buyer under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Buyer of each of the following conditions precedent ("**Buyer's Conditions Precedent**"):

- 6.2. (a) Title Company will issue the Owner's Title Policy as specified in Section 6.2.
- (b) Buyer has not issued a Termination Notice in accordance with Section 7.3.
- (c) Escrow Holder holds and will deliver to Buyer the instruments and funds, if any, accruing to Buyer pursuant to this Agreement.
- (d) Seller is not in default of its obligations under this Agreement.

8.2 Conditions to Seller's Obligations. The obligations of Seller under this Agreement are subject to the satisfaction or written waiver, in whole or in part, by Seller of the following conditions precedent ("**Seller's Conditions Precedent**"):

- (a) Escrow Holder holds and will deliver to Seller the instruments and funds accruing to Seller pursuant to this Agreement.
- 6.2. (b) Title Company will issue the Owner's Title Policy as specified in Section 6.2.
- (c) Buyer is not in default of its obligations under this Agreement.
- (d) Buyer shall have performed each of the acts to be performed by it under this Agreement, including, without limitation, depositing the Purchase Price (as set forth in Section 3) and Buyer's Charges (as defined below) into Escrow by the Closing Date.

9. DISCLAIMER OF WARRANTIES. Buyer specifically acknowledges, represents and warrants that, prior to Closing, Buyer and Buyer's agents, consultants, contractors and representatives will have thoroughly inspected the Property and observed the physical characteristics and condition of the Property. Notwithstanding anything to the contrary contained in this Agreement, Buyer further acknowledges and agrees that Buyer is purchasing the Property subject to all applicable laws, rules, regulations, codes, ordinances and orders. Buyer further acknowledges and agrees that except for any representations and warranties expressly made by Seller in this Agreement, Seller did not make any representations, warranties or agreements of any kind whatsoever, whether oral or written, express or implied, statutory or otherwise, as to any matters concerning the Property, the condition of the Property, the size of the Property and/or the improvements thereon, the present use of the Property or the suitability of Buyer's intended use of the Property. Buyer hereby acknowledges, agrees and represents that the Property is to be purchased, conveyed and accepted by Buyer in its present condition, "AS IS", "WHERE IS" AND WITH ALL FAULTS. Buyer further acknowledges and agrees that any documents or information provided by Seller to Buyer are being made available to Buyer for informational purposes only, and, Seller is making no representations or warranties regarding such documents or other information, including the accuracy or completeness of any information contained therein. Buyer hereby represents and warrants to Seller that Buyer will, prior to expiration of the Due Diligence Period, perform an independent inspection and investigation of the Property and will also have

investigated and have knowledge of operative or proposed governmental laws and regulations including land use laws and regulations to which the Property may be subject. Buyer further represents that, except for any representations (if any) expressly made by Seller in this Agreement, Buyer shall acquire the Property solely upon the basis of Buyer's independent inspection and investigation of the Property. Without limiting the generality of the foregoing, Buyer expressly acknowledges and agrees that Buyer is not relying on any representation or warranty of Seller, whether implied, presumed or expressly provided at law or otherwise, arising by virtue of any statute, common law or other legally binding right or remedy in favor of Buyer, except as may be expressly provided in this Agreement.

Sellers' Initials: _____

Buyer's Initials: _____

9.1 Release. To the maximum extent permitted by law, Seller, and its shareholder(s), partners, members, managers, directors, officers, employees, representatives, property managers, asset managers, agents, attorneys, affiliated and related entities, heirs, successors and assigns (collectively, the **"Released Parties"**) shall not be liable for any claim of any kind or character to any person or property arising from or caused by any of the condition of the Property. Buyer on Buyer's own behalf and on behalf of Buyer's agents, members, partners, shareholders, employees, representatives, related and affiliated entities, successors and assigns (collectively, the **"Buyer Parties"**) hereby releases, waives, discharges, and covenants not to sue Seller or the Released Parties, and each of them, from and against any and all claims arising from, related to or caused by the condition of the Property. Buyer agrees that the above waiver and release extends to all claims of any nature and kind whatsoever, known or unknown, suspected or unsuspected, and Buyer, for itself and for the Buyer Parties, waives the benefits of California Civil Code Section 1542, which provides as follows:

"A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY."

and all similar provisions or rules of law. Buyer elects to and does assume all risk for such claims against the Released Parties which may be brought by Buyer or Buyer Parties heretofore and hereafter arising, whether now known or unknown by Buyer. In connection therewith and to the greatest extent permitted by law, Buyer hereby agrees, represents and warrants that Buyer realizes and acknowledges that factual matters now unknown to Buyer may have given or may hereafter give rise to claims which are presently unknown, unanticipated and unsuspected, and Buyer further agrees, represents and warrants that the waivers and releases herein have been negotiated and agreed upon in light of that realization and that Buyer nevertheless hereby intends to release Seller from any such unknown claims which might in any way be included as a material portion of the consideration given to Seller by Buyer in exchange for Seller's performance hereunder. Without limiting the foregoing, if Buyer has knowledge of (i) a default in any of the covenants, agreements or obligations to be performed by Seller under this Agreement and/or (ii) any breach or inaccuracy in any representation of Seller made in this Agreement, and Buyer nonetheless elects to proceed to Closing, then, upon the consummation of the Closing, Buyer shall be conclusively deemed to have waived any such default and/or breach or inaccuracy and shall have no claim against Seller or hereunder with respect thereto. Notwithstanding anything to the contrary herein, Seller shall not have any liability whatsoever to Buyer with respect to any matter disclosed to or discovered by Buyer or the Buyer Parties prior to the Closing Date.

Without limiting the generality of the foregoing, but subject to the immediately following paragraph, Buyer hereby expressly waives, releases and relinquishes any and all claims, rights and remedies Buyer may now or hereafter have against the Released Parties, whether known or unknown, under any environmental law(s), or common law, in equity or otherwise, with respect to (1) any past, present or future presence or existence of hazardous materials on, under or about the Property (including in the groundwater underlying the Property) or (2) any past, present or future violations of any environmental laws.

Notwithstanding anything in this Section to the contrary, the releases contained in this Section are not intended to and do not include (i) any claims arising from a breach of Seller's express representations or warranties in this Agreement (subject to the limitations, disclaimers and other provisions of this Agreement), or (ii) any obligation or other covenant of Seller under this Agreement which by its express terms survives the Closing.

Seller has given Buyer material concessions regarding this transaction in exchange for Buyer agreeing to the provisions of this Section. Seller and Buyer have each initialed this Section to further indicate their awareness and acceptance of each and every provision hereof. The provisions of this Section shall survive the Closing.

Sellers' Initials: _____ **Buyer's Initials:** _____

10. ESCROW PROVISIONS.

10.1 Escrow Instructions. Sections 1 through 6, inclusive; 8, 10, 13 and 14 constitute the escrow instructions to Escrow Holder. If required by Escrow Holder, Buyer and Seller agree to execute Escrow Holder's standard escrow instructions, provided that the same are consistent with and do not conflict with the provisions of this Agreement. In the event of any such conflict, the provisions of this Agreement shall prevail. The terms and conditions in sections of this Agreement not specifically referenced above are additional matters for information of Escrow Holder, but about which Escrow Holder need not be concerned. Buyer and Seller will receive Escrow Holder's general provisions directly from Escrow Holder and will execute such provision upon Escrow Holder's request. To the extent that the general provisions are inconsistent or conflict with this Agreement, the general provisions will control as to the duties and obligations of Escrow Holder only. Buyer and Seller agree to execute additional instructions, documents and forms provide by Escrow Holder that are reasonably necessary to close Escrow.

10.2 General Escrow Provisions. Escrow Holder shall deliver the Owner's Title Policy to the Buyer and instruct the Fresno County Recorder to mail the Grant Deed to Buyer at the address set forth in Section 14 after recordation. All funds received in this Escrow shall be deposited in one or more general escrow accounts of the Escrow Holder with any bank doing business in Fresno County, California, and may be disbursed to any other general escrow account or accounts. All disbursements shall be according to that party's instructions.

10.3 Real Property Taxes. All general and special real property taxes and assessments shall be prorated to the Close of Escrow on the basis of a thirty (30) day month and a three hundred sixty-day (360) year.

10.4 Payment of Costs.

(a) **Cost Allocation.** Seller shall pay the costs for the Owner's Title Policy, documentary transfer taxes and one-half (1/2) of the escrow costs ("**Seller's Charges**"). Buyer

shall pay one-half (1/2) of the escrow costs and be responsible for any recording charges (“**Buyer’s Charges**”). All other costs of Escrow not otherwise specifically allocated by this Agreement shall be apportioned between the parties in a manner consistent with the custom and usage of Escrow Holder for major commercial real estate transactions in the Fresno area.

(b) **Closing Statement.** At least two (2) days prior to the Closing Date, Escrow Holder shall furnish Buyer and Seller with a preliminary escrow closing statement which shall include each party’s respective shares of costs. The preliminary closing statement shall be approved in writing by the parties. As soon as reasonably possible following the Close of Escrow, Escrow Holder shall deliver a copy of the final Escrow closing statement to the parties.

(c) **Prorations.** Seller shall be responsible for any supplemental assessments or reassessments made to the extent attributable to any period prior to the Closing Date, and Buyer shall be responsible for all periods thereafter. Buyer shall pay any supplemental taxes assessed pursuant to the laws of the State of California resulting from the sale of the Property to Buyer. Escrow Holder shall prorate rents, interest, premiums on insurance acceptable to Buyer, and real and personal property taxes or assessments relating to the Property, including water district charges and assessments, if any, to the extent attributable to any period prior to the Closing Date to Seller, and to Buyer for all periods thereafter.

10.5 Termination and Cancellation of Escrow. If Escrow fails to close as provided above, either party may elect to cancel this Escrow upon written notice to the other party and Escrow Holder. Cancellation of Escrow, as provided herein, shall be without prejudice to whatever legal rights Buyer or Seller may have against each other arising from the Escrow or this Agreement.

10.6 Information Report. Escrow Holder shall file and Buyer and Seller agree to cooperate with Escrow Holder and with each other in completing any report (“**Information Report**”) and/or other information required to be delivered to the Internal Revenue Service pursuant to Internal Revenue Code Section 6045(e) regarding the real estate sales transaction contemplated by this Agreement, including without limitation, Internal Revenue Service Form 1099-B as such may be hereinafter modified or amended by the Internal Revenue Service, or as may be required pursuant to any regulation now or hereinafter promulgated by the Treasury Department with respect thereto. Buyer and Seller also agree that Buyer and Seller, their respective employees and attorneys, and escrow Holder and its employees, may disclose to the Internal Revenue Service, whether pursuant to such Information Report or otherwise, any information regarding this Agreement or the transactions contemplated herein as such party reasonably deems to be required to be disclosed to the Internal Revenue Service by such party pursuant to Internal Revenue Code Section 6045(e), and further agree that neither Buyer nor Seller shall seek to hold any such party liable for the disclosure to the Internal Revenue Service of any such information.

10.7 No Withholding as Foreign Seller. Seller represents and warrants to Buyer that Seller is not, and as of the Close of Escrow will not be, a foreign person within the meaning of Internal Revenue Code Section 1445 or an out-of-state seller under California Revenue and Tax Code Section 18805 and that it will deliver to Buyer on or before the Close of Escrow a non-foreign affidavit on Escrow Holder’s standard form pursuant to Internal Revenue Code Section 1445(b)(2) and the Regulations promulgated thereunder and a California Form 590-RE.

11. NON-COLLUSION. No official, officer, or employee of the Seller has any financial interest, direct or indirect, in this Agreement, nor shall any official, officer, or employee of the Seller

participate in any decision relating to this Agreement which may affect his/her financial interest or the financial interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any interest of any corporation, partnership, or association in which (s)he is directly or indirectly interested, or in violation of any State or municipal statute or regulation. The determination of "financial interest" shall be consistent with State law and shall not include interest found to be "remote" or "non-interest" pursuant to California Government Code Sections 1091 and 1091.5. Seller warrants and represents that (s)he/it has not paid or given, and will not pay or give, to any third party including, but not limited to, any official, officer, or employee of Buyer, any money, consideration, or other thing of value as a result or consequence of obtaining or being awarded this Agreement. Seller further warrants and represents that (s)he/it has not engaged in any act(s), omission(s), or other conduct or collusion that would result in the payment of any money, consideration, or other thing of value to any third party including, but not limited to, any official, officer, or employee of Buyer, as a result or consequence of obtaining or being awarded any agreement. Seller is aware of and understands that any such act(s), omission(s) or other conduct resulting in the payment of money, consideration, or other thing of value will render this Agreement void and of no force or effect.

Sellers' Initials: _____

12. **DEFAULT**

12.1. DEFAULT of BUYER; LIQUIDATED DAMAGES. IF BUYER SHOULD DEFAULT UNDER THIS AGREEMENT, THEN BUYER AND SELLER AGREE THAT SELLER WILL INCUR DAMAGES BY REASON OF SUCH DEFAULT BY BUYER OR FAILURE OF ESCROW TO CLOSE ON OR BEFORE THE CLOSING DATE, WHICH DAMAGES SHALL BE IMPRACTICAL AND EXTREMELY DIFFICULT, IF NOT IMPOSSIBLE, TO ASCERTAIN. BUYER AND SELLER, IN A REASONABLE EFFORT TO ASCERTAIN WHAT SELLER'S DAMAGES WOULD BE IN THE EVENT OF SUCH DEFAULT BY BUYER HAVE AGREED BY PLACING THEIR INITIALS BELOW THAT THE DEPOSIT SHALL BE DEEMED TO CONSTITUTE A REASONABLE ESTIMATE OF SELLER'S DAMAGES UNDER THE PROVISIONS OF SECTIONS 1671, 1676 and 1677 OF THE CALIFORNIA CODE OF CIVIL PROCEDURE. IN THE EVENT OF AND FOR SUCH DEFAULT BY BUYER, THE DEPOSIT SHALL BE SELLER'S SOLE MONETARY REMEDY THEREFOR, UNLESS BUYER WRONGFULLY REFUSES TO CAUSE ESCROW HOLDER TO CANCEL THE ESCROW, IN WHICH INSTANCE SELLER SHALL ALSO BE ENTITLED TO ALL COSTS AND EXPENSES, INCLUDING ACTUAL ATTORNEYS' FEES INCURRED BY SELLER WHICH MAY RESULT FROM BUYER'S WRONGFUL FAILURE TO CANCEL THE ESCROW AND THIS AGREEMENT. FURTHERMORE, THE FOREGOING LIMITATION OF DAMAGES SHALL NOT APPLY TO ANY INDEMNIFICATION OBLIGATIONS OF BUYER.

Sellers' Initials: _____ Buyer's Initials: _____

12.2 Default by Seller. If all conditions precedent to Seller's obligations to sell the Property have occurred but Seller fails to Close under this Agreement for any reason other than the default by Buyer under this Agreement, Buyer shall have the right to terminate this Agreement and receive the return of the Deposit.

13. NOTICES. All notices required or permitted under this Agreement shall be in writing and shall be served on the parties at the addresses set forth below. Any such notices shall, unless otherwise provided herein, be given or served (i) by depositing the same in the United States mail, postage paid, certified and addressed to the party to be notified, with return receipt requested, (ii)

by overnight delivery using a nationally recognized overnight courier, (iii) electronic mail, or (iv) by personal delivery. Notice deposited in the mail in the manner hereinabove described shall be effective upon receipt or rejection of such notice. Notice given in any other manner shall be effective only if and when received (or rejected) by the party to be notified between the hours of 8:00 a.m. and 5:00 p.m. California time of any business day with delivery made after such hours to be deemed received the following business day. A party's address may be changed by written notice to the other party; however, no notice of a change of address shall be effective until actual receipt of such notice. Copies of notices are for informational purposes only, and a failure to give or receive copies of any notice shall not be deemed a failure to give notice.

To Seller:	Barcus Family Limited Partnership and S&K Moran Family Limited Partnership Attn: William Barcus 7600 N. Palm Avenue Suite 101 Fresno, CA 93711 Email: bbarcus@sebastiancorp.com
With a copy to:	Anna Allen Whitney, Thompson & Jeffcoach, LLP 970 W. Alluvial Avenue Fresno, CA 93711 Email: aallen@wtjlaw.com
To Buyer:	City of Kerman 850 S. Madera Avenue Kerman, CA 93630 Attention: John Jansons, City Manager Email:
To Escrow Holder:	Chicago Title Company Sue Meyer 7330 N Palm Ave #101 Fresno, CA 93711 Email: meyers@CTT.com

15. **GENERAL PROVISIONS.**

15.1 Assignment. Neither party shall have the right to assign this Agreement or any interest or right hereunder or under the Escrow without the prior written consent of the other party. Notwithstanding the foregoing, this Agreement shall be binding upon and shall inure to the benefit of Buyer and Seller and their respective heirs, personal representatives, successors and assigns.

15.2 Attorney's Fees. In any action between the parties hereto, seeking enforcement of any of the terms and provisions of this Agreement or the Escrow, or in connection with the Property, the prevailing party in such action shall be entitled, to have and to recover from the other party its reasonable attorneys' fees and other reasonable expenses in connection with such action or proceeding, in addition to its recoverable court costs.

15.3 Interpretation; Governing Law. This Agreement shall be construed according to its fair meaning and as if prepared by both parties hereto. This Agreement shall be construed in accordance with the laws of the State of California in effect at the time of the execution of this Agreement, (without giving effect to its choice of law principles). Titles and captions are for convenience only and shall not constitute a portion of this Agreement. As used in this Agreement, masculine, feminine or neuter gender and the singular or plural number shall each be deemed to include the others wherever and whenever the context so dictates.

15.4 No Waiver. No delay or omission by either party in exercising any right or power accruing upon the compliance or failure of performance by the other party under the provisions of this Agreement shall impair any such right or power or be construed to be a waiver thereof. A waiver by either party of a breach of any of the covenants, conditions or agreements hereof to be performed by the other party shall not be construed as a waiver of any succeeding breach of the same or other covenants, agreements, restrictions or conditions hereof.

15.5 Modifications. Any alteration, change or modification of or to this Agreement, in order to become effective, shall be made by written instrument or endorsement thereon and in each such instance executed on behalf of each party hereto.

15.6 Severability. If any term, provision, condition or covenant of this Agreement or the application thereof to any party or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this instrument, or the application of such term, provisions, condition or covenant to persons or circumstances other than those as to whom or which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

15.7 Merger. This Agreement and other documents incorporated herein by reference contain the entire understanding between the parties relating to the transaction contemplated hereby and all prior to contemporaneous agreements, understandings, representations and statements (including letters of intent), oral or written, are merged herein and shall be of no further force or effect.

15.8 Execution of Documents. The parties agree to execute such instructions to Title Company and such other instruments and to do such further acts as may be reasonably necessary to carry out the provisions of this Agreement.

15.9 Inducement. The making, execution and delivery of this Agreement by the parties hereto have been induced by no representations, statements, warranties or agreements other than those expressly set forth herein.

15.10 Relationship of Parties. Notwithstanding anything to the contrary contained herein, this Agreement shall not be deemed or construed to make the parties hereto partners or joint venturers, or to render either party liable for any of the debts or obligations of the other, it being the intention of the parties to merely create the relationship of Seller and Buyer with respect to the Property to be conveyed as contemplated hereby.

15.11 Survival. Notwithstanding the Closing, delivery of instruments, conveyances of Property, and payment of consideration therefor, the parties agree that the respective representations, warranties, covenants, indemnities, and agreements made by each party pursuant to this Agreement, or any document delivered pursuant to this Agreement, shall survive the Closing.

15.12 Indemnification of Seller. Buyer shall indemnify, defend, and hold harmless Seller, and Seller's successors and permitted assigns, and each of them, against and in respect of any or all claims, demands, losses, costs, expenses, obligations, liabilities, and damages of every nature (including, without limitation, the investigation and/or defense thereof, and reasonable attorneys', paralegals', and other professionals' fees and costs resulting from Seller's or its Agent's actions or inactions), that any of them shall incur or suffer that arise out of, in connection with, or are related to (i) any debts, liabilities, responsibilities or obligations relating to the Real Property arising or accruing after the Closing, or (ii) any threatened or actual breach of any representation, warranty or covenant under this Agreement by Buyer.

15.13 Indemnification of Buyer. Seller shall indemnify, defend, and hold harmless Buyer, and Buyer's successors and permitted assigns, and each of them, against and in respect of any or all claims, demands, losses, costs, expenses, obligations, liabilities, and damages of every nature (including, without limitation, the investigation and/or defense thereof, and reasonable attorneys', paralegals', and other professionals' fees and costs, resulting from Buyer's or its Agent's actions or inactions), that any of them shall incur or suffer that arise out of, in connection with, or are related to (i) any debts, liabilities, responsibilities or obligations relating to the Real Property arising or accruing on or before the Closing, or (ii) any threatened or actual breach of any representation, warranty or covenant under this Agreement by Seller.

15.14 No Personal Liability. No member, official, employee, agent or contractor of Seller shall be personally liable to Buyer in the event of any default or breach by Seller or for any amount which may become due to Buyer or on any obligations under the terms of the Agreement.

15.15 Material Damage or Condemnation Prior to Close of Escrow. Seller will bear the risk of condemnation and of damage to the Property or any portion thereof from any and all causes whatsoever except any damage caused by Buyer or Buyer's representatives, employees, independent contractors or agents, up to the Close of Escrow. Buyer shall have the option, in the event that damage to the Property is material, or a material portion of the Property is taken by condemnation prior to the Close of Escrow, to terminate this Agreement, and if Buyer exercises its option to terminate, the Deposit shall be disbursed by Escrow Holder to Buyer within fifteen (15) days after a written demand from Buyer to Escrow Holder. If Buyer does not elect to terminate or if such condemnation or damage is not material, this Agreement shall remain in full force and effect, Seller shall assign to Buyer, at the Close of Escrow, any and all such condemnation or insurance proceeds, and Buyer shall take title to said Property subject to such condemnation or damage.

15.16 Representation by Counsel. Each party hereto represents and agrees with each other that it has been represented by or had the opportunity to be represented by, independent counsel of its own choosing, and that it has had the full right and opportunity to consult with its respective attorney(s), that to the extent, if any, that it desired, it availed itself of this right and opportunity, that it or its authorized officers (as the case may be) have carefully read and fully understand this Agreement in its entirety and have had it fully explained to them by such party's respective counsel, that each is fully aware of the contents thereof and its meaning, intent and legal effect, and that it or its authorized officer (as the case may be) is competent to execute this Agreement and has executed this Agreement free from coercion, duress or undue influence.

15.17 Execution in Counterparts. This Agreement may be executed in several counterparts, and all so executed shall constitute one agreement binding on all parties hereto, notwithstanding that all parties are not signatories to the original or the same counterpart.

15.18 Exhibits. Exhibits A, A-1, B, C and D are attached hereto and incorporated herein by reference.

15.19 Brokers. Buyer and Seller each represent and warrant to and for the benefit of the other that such party has not caused any liability for payment of any broker's commission or finder's fee to be incurred with respect to the transaction which is the subject of this Agreement, and both Buyer and Seller agree to indemnify and save the other party harmless from and against any liability for such commission or fee.

15.20 Authority. Buyer and Seller each represent and warrant to and for the benefit of the other that such party is a duly organized and validly existing corporation formed under the laws of the State of California, duly qualified to transact business in the State of California, and all of its obligations in connection herewith have been duly and validly authorized by all necessary action(s). Buyer and Seller further represent and warrant that each has the authority to sell or purchase the Property, and pay the Purchase Price, as the case may be, and to carry out the terms of this Agreement as set forth herein. Each party further warrants and represents that execution of this Agreement and performance of each party's obligations under this Agreement will not violate any agreement, option, covenant, condition, obligation, or undertaking of said party.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement for Purchase and Sale of Real Property and Joint Escrow Instructions as of the Agreement Date.

Note: Sections 9, 11, and 12 need to be separately initialed by the parties.

SELLER

BARCUS FAMILY LIMITED
PARTNERSHIP, a California limited
partnership

By: _____
Ruth Barcus, General Partner

Date: _____

S&K FAMILY LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Susan Moran, General Partner

Date: _____

BUYER

CITY OF KERMAN,
a municipal corporation

By: _____
John Jansons, City Manager

Date: _____

ATTEST:

Marci Reyes, City Clerk

APPROVED AS TO FORM:

MONTOY LAW CORPORATION

By: _____
Hilda Cantu Montoy, City Attorney

Date: _____

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ANNEX BUILDING

Lots 1, 2, 3, and 4 in Block 13 of the Town of Kerman, in the City of Kerman, County of Fresno, State of California, as per map recorded March 27, 1906, in Book 3, Page 31 of Record of Surveys, Fresno County Records.

APN 023-204-14SU

Lots 5 and 6 in Block 13 of the Town, (now City), of Kerman, according to the map thereof recorded in Book 3 Page 31 of Record of Surveys, Fresno County Records.

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances and minerals of any kind or character, in, on, or thereunder, as reserved in Deeds of record.

APN 023-204-16SU

LOT

Lots 8 and 9 in Block 13 of the Town of Kerman, in the City of Kerman, County of Fresno, State of California, according to the map thereof recorded in Book 3, Page 31 of Record of Surveys, Fresno County Records.

APN 023-204-09

EXHIBIT A-1
DEPICTION OF PROPERTY



EXHIBIT B

ASSIGNMENT AND ASSUMPTION OF LEASE
(Cell Tower Lease)

This ASSIGNMENT AND ASSUMPTION OF LEASE (the “**Assignment**”), dated as of the Effective Date (as defined below), is by and between (i) Barcus Family Limited Partnership, a California limited partnership (“**Barcus FLP**”), (ii) S&K Moran Family Limited Partnership, a California limited partnership (“**Moran FLP**” and together with the Barcus FLP, collectively, “**Assignor**”), and (iii) the CITY OF KERMAN, a municipal corporation (“**Assignee**”).

RECITALS

A. Assignor and Assignee are parties to that certain Property Purchase and Sale Agreement, dated _____, 2023 (“**Purchase Agreement**”). Pursuant to the terms and conditions of the Purchase Agreement, Assignor has agreed to assign the Lease, defined below, to Assignee. Any capitalized terms included, but not defined, herein shall have the meaning ascribed to it in the Purchase Agreement.

B. Assignor is a party to that certain Site Lease Agreement by and between Assignor, as landlord, and T-Mobile West, LLC, a Delaware limited liability company, as tenant (“**Tenant**”), dated _____, 2023 a copy of which is attached hereto in “**Exhibit A**” and incorporated herein by this reference (the “**Lease**”). Pursuant to the Lease, Assignor has leased to the Tenant, the Tower and Antenna Facilities, as defined in the Lease, affixed to the roof of the Annex, which is part of the Property being sold to Assignee under the Purchase Agreement.

C. To effectuate the assignment of the leasehold interest in the Lease, Assignor desires to assign all of its interest under the Lease to Assignee, including, without limitation, all of Assignor’s rights as the landlord under the Lease, and to delegate all of Assignor’s duties, covenants, obligations, and responsibilities as the landlord under the Lease, to Assignee, and Assignee desires to accept the assignment of the Lease, including, without limitation, all of Assignor’s rights as the landlord under the Lease, and the delegation of all of Assignor’s duties, covenants, obligations, and responsibilities as the landlord under the Lease, pursuant to the terms and subject to the conditions set forth in this Assignment.

AGREEMENTS

NOW, THEREFORE, in consideration of the foregoing recitals which are specifically incorporated into the body of this Assignment, and the promises and covenants set forth herein, the parties hereto agree as follows:

1. **Assignment.** Effective as of the Effective Date (as defined below), Assignor hereby assigns to Assignee all of its right, title and interest in and to the Lease.

2. **Assumption.** Assignee hereby accepts the assignment set forth in Section 1 above, and hereby assumes all of the Assignor’s obligations under the Lease arising or accruing on and after the Effective Date.

3. **Effective Date.** This Assignment shall be concurrent with the Closing Date as defined in the Purchase Agreement (the “**Effective Date**”).

4. **Binding on Successors.** This Assignment shall be binding on and shall inure to the benefit of the parties hereto, their heirs, executors, administrators, successors in interest and assigns.

5. **Reaffirmation of Lease.** Except as set forth in this Assignment, all of the terms and provisions of the Lease shall remain unmodified and in full force and effect, and shall be incorporated herein.

6. **Governing Law.** This Assignment shall be governed by and construed in accordance with the laws of the State of California.

7. **Legal Costs.** If any party to this Assignment shall take any action to enforce this Assignment or bring any action or commence any arbitration for any relief against any other party, declaratory or otherwise, arising out of this Assignment, the losing party shall pay to the prevailing party a reasonable sum for attorneys' and experts' fees and costs incurred in bringing such suit or arbitration and/or enforcing any judgment granted therein, all of which shall be deemed to have accrued upon the commencement of such action or arbitration and shall be paid whether or not such action or arbitration is prosecuted to judgment. Any judgment or order entered in such action or arbitration shall contain a specific provision providing for the recovery of attorneys' and experts' fees and costs incurred in enforcing such judgment. All fees and costs to be paid under this Section shall be determined by a court of competent jurisdiction and not by a jury. For purposes of this Section, attorneys' and experts' fees and costs shall include, without limitation, fees and costs incurred in the following: (a) post-judgment motions; (b) contempt proceedings; (c) garnishment, levy, and debtor and third party examinations; (d) discovery; and (e) bankruptcy litigation; and (f) appeals.

8. **Counterparts.** This Assignment may be executed in counterparts, each of which shall be deemed an original (including copies sent to a party by electronic means) as against the party signing such counterpart, but which together shall constitute one and the same instrument.

9. **Further Assurances.** The parties agree to execute such instruments, documents, and notices, as Assignor or Assignee may deem reasonably necessary or advisable from time to time in order to effectuate the intent of this Assignment.

10. **Entire Agreement.** There are and were no oral or written representations, warranties, understandings, stipulations, agreements, or promises made by either party, or by any agent, employee, or other representative of either party, pertaining to the subject matter of this Assignment which have not been incorporated into this Assignment. This Assignment shall not be modified, changed, terminated, amended, superseded, waived, or extended except by a written instrument executed by the parties hereto.

[signatures appear on next page]

IN WITNESS WHEREOF, the parties hereto have executed this Assignment as of the Effective Date.

ASSIGNOR:

BARCUS FAMILY LIMITED
PARTNERSHIP, California limited
partnership

RUTH BARCUS, General Partner

MORAN FAMILY LIMITED
PARTNERSHIP, California limited
partnership

SUSAN MORAN, General Partner

ASSIGNEE:

CITY OF KERMAN, a
municipal corporation

By:_____
John Jansons
City Manager

EXHIBIT "A"
TO ASSIGNMENT AND ASSUMPTION OF LEASE
[Attach Lease]

EXHIBIT C

DEPICTION OF LEASEBACK SPACE



EXHIBIT D
GRANT DEED

APN. 023-204-14SU; 023-204-16SU; 023-204-09 (Space Above This Line for Recorder's Office Use Only)
THE UNDERSIGNED GRANTOR DECLARES that the
documentary transfer tax (computer on full value) is
\$_____.

GRANT DEED

FOR VALUABLE CONSIDERATION, receipt of which is hereby acknowledged and subject to the covenants set forth below the Barcus Family Limited Partnership, a California limited partnership and S&K Moran Family Limited Partnership, a California limited partnership ("**Grantors**") grant to CITY OF KERMAN, a municipal corporation ("**Grantee**"), that certain improved real property in the City of Kerman, County of Fresno, State of California, as more particularly described in Exhibit A attached hereto and incorporated by this reference ("**Property**"), together with Seller's right, title and interest in and to any and all privileges, easements, rights of way and other rights and appurtenances solely related to the ownership of the Property.

IN WITNESS WHEREOF, Grantor has caused this Grant Deed to be executed on its behalf as of the date written below.

BARCUS FAMILY LIMITED PARTNERSHIP,
a California limited partnership

By: _____
Ruther Barcus, General Partner
_____, 2023

S&K MORAN FAMILY LIMITED
PARTNERSHIP, a California limited
partnership

By: _____
Susan Moran, General Partner
_____, 2023

EXHIBIT A TO GRANT DEED

THE LAND REFERRED TO HEREIN BELOW IS SITUATED IN THE COUNTY OF FRESNO, STATE OF CALIFORNIA, AND IS DESCRIBED AS FOLLOWS:

ANNEX BUILDING

Lots 1, 2, 3, and 4 in Block 13 of the Town of Kerman, in the City of Kerman, County of Fresno, State of California, as per map recorded March 27, 1906, in Book 3, Page 31 of Record of Surveys, Fresno County Records.

APN 023-204-14SU

Lots 5 and 6 in Block 13 of the Town, (now City), of Kerman, according to the map thereof recorded in Book 3 Page 31 of Record of Surveys, Fresno County Records.

EXCEPTING THEREFROM all oil, gas, other hydrocarbon substances and minerals of any kind or character, in, on, or thereunder, as reserved in Deeds of record.

APN 023-204-16SU

LOT

Lots 8 and 9 in Block 13 of the Town of Kerman, in the City of Kerman, County of Fresno, State of California, according to the map thereof recorded in Book 3, Page 31 of Record of Surveys, Fresno County Records.

APN 023-204-09

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)
) ss.
COUNTY OF FRESNO)

On _____, 20__ before me, _____, a notary public, 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.

Notary Public

SEAL:



STAFF REPORT

MEETING DATE: September 13, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Overview of Reedley Lab (JAJ)

RECOMMENDATION: Council review materials regarding the Reedley Lab situation and provide any direction to Staff and City Attorney regarding bio-labs and hazardous materials.

EXECUTIVE SUMMARY:

In July of 2023, the presence of an improperly licensed and permitted biological, virology laboratory business operating in Reedley made headlines. Reedley Code Enforcement personnel originally discovered the lab in December of 2022 and it has been further learned that this same company had previously operated in the city of Fresno for some time before closing there.

Biological materials, their storage practices, housekeeping, and operational practices which were subsequently discovered, raised serious and immediate concerns for public health and safety.

The attached PowerPoint presentation (Attachment 'A'), provided by Fresno County Department of Public Health details the timeline, findings, and actions associated with investigating and abating this concerning business in Reedley.

According to Reedley City Manager, Nicole Zieba, several additional steps are proposed and planned to further address this case as detailed in the Attachment 'B' (E-mail to City Managers). As a result of the widespread publicity and concern this case has garnered, Council Member Coleman inquired as to, "if there anything Kerman should do to prevent a similar situation from occurring in Kerman?"

At present, Title 17 (the Zoning Code) of the Kerman Municipal Code does not specifically address uses such as biomedical or research laboratories. However, section 17.52.030, 17.54.030, 17.60.030 (Industrial zone districts) allows uses or production of hazardous materials including those listed under Chapter 6.95 of the California Health and Safety Code "Hazardous Materials Release Response Plans and Inventory", subject to the approval of a conditional use permit. Unfortunately, this section primarily addresses industrial uses and not medical, biomedical or scientific research facilities where dangerous, toxic or exotic biological materials or viral agents may be found.

Some surrounding cities are addressing this through new ordinances or moratorium ordinance. While some ordinance changes may be needed, the City may want to wait to have the dust settle before proposing a new ordinance with safeguards to be implemented. Any new ordinance will require research and analysis. It may be helpful to review what other cities are doing. Reedley is not adopting an ordinance but is engaging in a study/investigation period via a moratorium ordinance. Continued monitoring with report in 45 days may be most efficient way to proceed.

It is recommend that the City Council discuss the risk profile inherent in such laboratory operations, and consider the following options:

1. Direct staff to continue to monitor situation and potential ordinance changes and report back to Council in 45 days with new information as this case unfolds and more is learned.
2. Consider any “blind spots” or direction deemed appropriate by Council.
3. Direct staff to prepare moratorium ordinance for future meeting.
4. Direct staff to commence preparation of ordinance; such ordinance could be presented to Council when the new Zoning Update is brought to Council for approval in FY 23/24.

ATTACHMENTS:

- A. PowerPoint Presentation
- B. E-Mail Correspondence



**HEALTHY
FRESNO
COUNTY**
Better Together

Reedley Lab Update

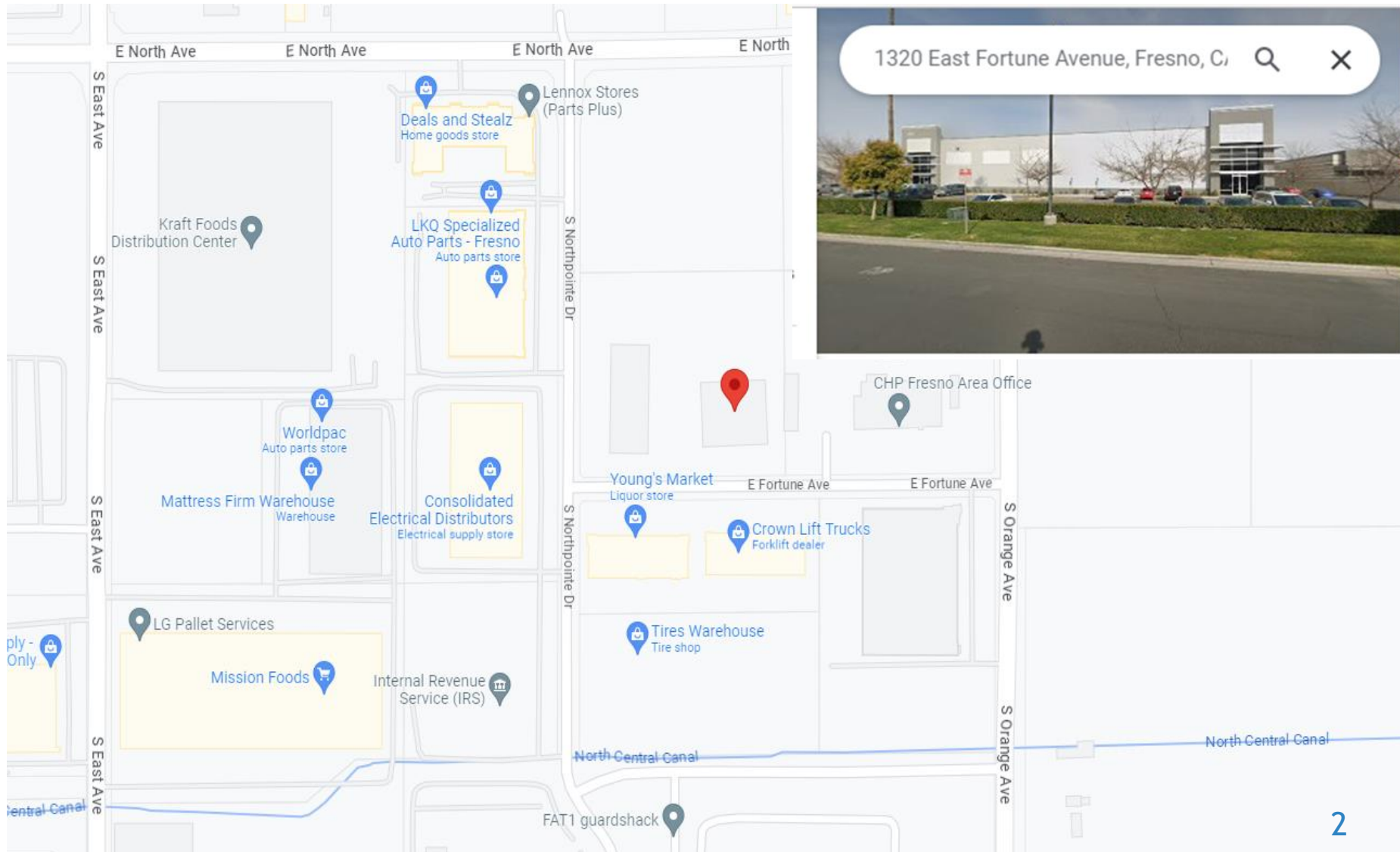
Joe Prado, Assistant Director

August 8, 2023



2018 - 2022 Universal MediTech Site

Section 7, Item C.



Date: 10/31/2022

Photos Taken By City of Fresno



Date: 10/31/2022

Photos Taken By City of Fresno



City of Fresno Chronology of Events

- ▶ **August 14, 2018** - Universal MediTech lab located at the Fresno's North Pointe Industrial Business Park.
- ▶ **August 26, 2020** - Universal MediTech location experienced a small fire.
- ▶ **August 31, 2020** - Environmental Health CUPA inspection performed at Universal Meditech at 1320 E. Fortune Ave #102 in Fresno.
 - ▶ EH Inspector conducted onsite visit and noted violations: failing to prepare and implement a hazardous materials business plan (HMBP) for storage of hazmat (ethanol) over state thresholds
 - ▶ Permit was completed and valid from 9-1-2020 through 8-31-2021. Inspections are every 3 years from initial inspection, unless complaint is received.

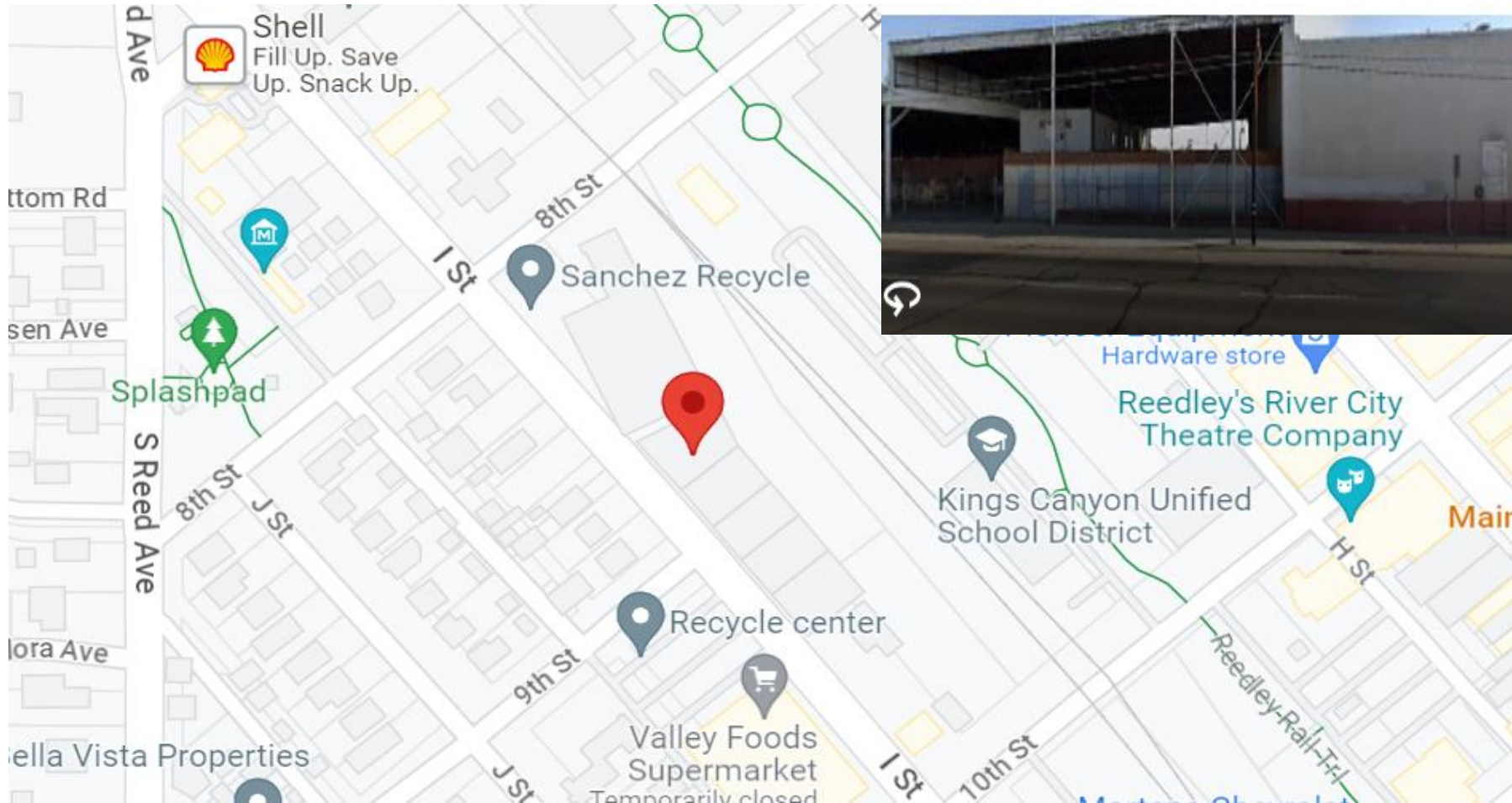
City of Fresno Chronology of Events

- ▶ **October 31, 2022** - FCDPH staff received a complaint from City of Fresno Code Enforcement and City Fire Department regarding chemicals stored at the Universal MediTech facility in Fresno.
- ▶ **November 1, 2022** - FCDPH staff visited Universal MediTech site at 1320 E. Fortune Ave #102 in Fresno. Were not able to access facility.
- ▶ **November 3, 2022** - FCDPH staff met City of Fresno Code Enforcement officer and property management at facility.

City of Fresno Chronology of Events

- ▶ **November 8, 2022** - No response from general manager. FCDPH staff again visited Universal MediTech site but were again not able to access facility.
- ▶ **November 8, 2022** - FCDPH staff received an email after visiting facility from Xiao Xiao Wang, President/CEO of Universal MediTech Inc. regarding status of facility.
- ▶ **November 10, 2022** - Email response to Xiao Xiao Wang regarding the hazardous materials storage and transportation requirements.
- ▶ **November 23, 2022** - No response back from operators or CEO/President. FCDPH staff visited Universal MediTech facility and were again not able to access facility.
- ▶ **November 29, 2022** - Phone call with property management regarding status of business.

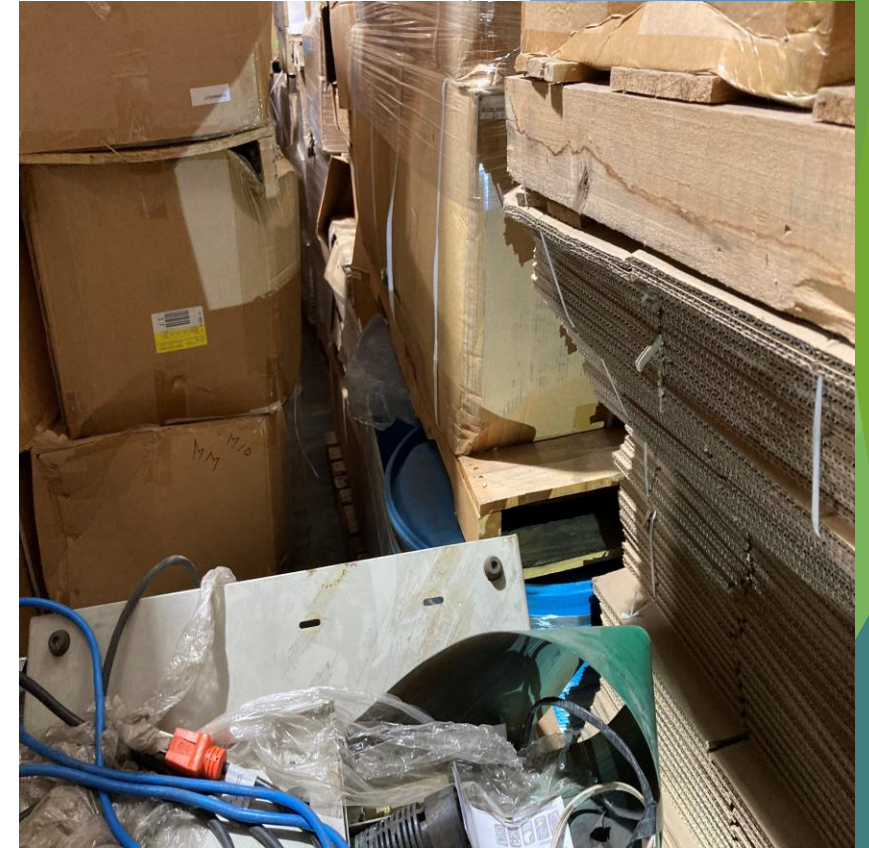
Reedley Site - 850 I Street Reedley, CA 93654



Reedley Site



Reedley Site



Reedley Site



Reedley Chronology

December 2022 through January 2023

December 19, 2022 -City of Reedley Code Enforcement Officer contacted FCDPH regarding business found operating at 850 I Street.

- ▶ **December 20, 2022** - Reedley Code Enforcement citing multiple code, building, and zoning violations for business, and had concerns regarding possible hazardous materials stored at facility.
 - ▶ Emails with the Reedley Code Enforcement, CDPH, and FDA to coordinate a response.
 - ▶ Reedley Code Enforcement and FCDPH contacted FBI regarding potential public safety risks.
- ▶ **December 20, 2022** - FCDPH contacted FDA and CDPH requesting assistance regarding suspicious medical test manufacturing company.
- ▶ **December 21, 2022** - FBI coordinated meeting with State, Federal and Local agencies and instructed the agencies to standby until conclusion of their investigation.
- ▶ **January 2023 through February 2023** - Ongoing regular communication with Federal and State agencies.

Reedley Chronology

February 2023

- ▶ **February 9, 2023** - FCDPH is informed by DTSC that FBI has given State and Local agencies approval to resume civil investigation.
- ▶ **February 9, 2023** - Universal MediTech issues a nationwide recall of its COVID-19 test kits.
- ▶ **February 24, 2023** - Multi-agency meeting to coordinate investigation of Prestige Biotech.
 - ▶ CDPH Food & Drug Branch to take lead on investigation of medical devices.

Reedley Chronology

March 2023

- ▶ **March 3, 2023** - FCDPH staff met at City of Reedley Fire Department with CDPH, DTSC, City of Reedley Police, Fire, Code Enforcement, and Building Inspector.
 - ▶ Conducted walk thru of facility.
 - ▶ No reportable amount of hazardous materials observed in accessible areas.
 - ▶ City of Reedley posted Unsafe to Occupy Notice on front door of building.
 - ▶ The site is contained and there is no imminent risk to the public.

- ▶ **March 6, 2023** - Received email that City of Reedley was granted access to facility by Prestige Biotech.
 - ▶ City of Reedley to obtain inspection by March 10th and include all agencies involved on inspection warrant.

Reedley Chronology

March 2023 CONT.

- ▶ **March 16, 2023** - FCDPH staff met with CDPH, DTSC, and City of Reedley and briefed on inspection warrant.
 - ▶ Met with Consultant for Prestige Biotech.
 - ▶ CDPH Food & Drug Branch staff went through and embargoed the unapproved medical test kits and medical supplies.
 - ▶ DTSC did not take any samples. They did not see hazardous waste generated.
 - ▶ The site is contained and there is no imminent risk to the public.

Reedley Chronology

End of March through April 2023

- ▶ **March 22, 2023** - FCDPH meets with Health Officer, CAO, and BOS member on the Reedley Lab situation.
 - ▶ State and Federal authorities stated that abatement is the County's responsibility
 - ▶ FCDPH emailed Prestige President requesting complete inventory of all materials onsite that pose a public safety risk.
 - ▶ Communication and requests for inventory continued through April with incomplete and delayed responses from business representative.
- ▶ **March 24, 2023** - FCDPH and City of Reedley coordinate with State Veterinarian contractor to provide water and distribute remaining food to lab mice.
- ▶ **April 21, 2023** - 1st Health Officer Order Issued
- ▶ **April 26, 2023** - FCDPH contacted Sheriff's to assess any potential explosion hazard associated with some chemicals found onsite.

Reedley Chronology

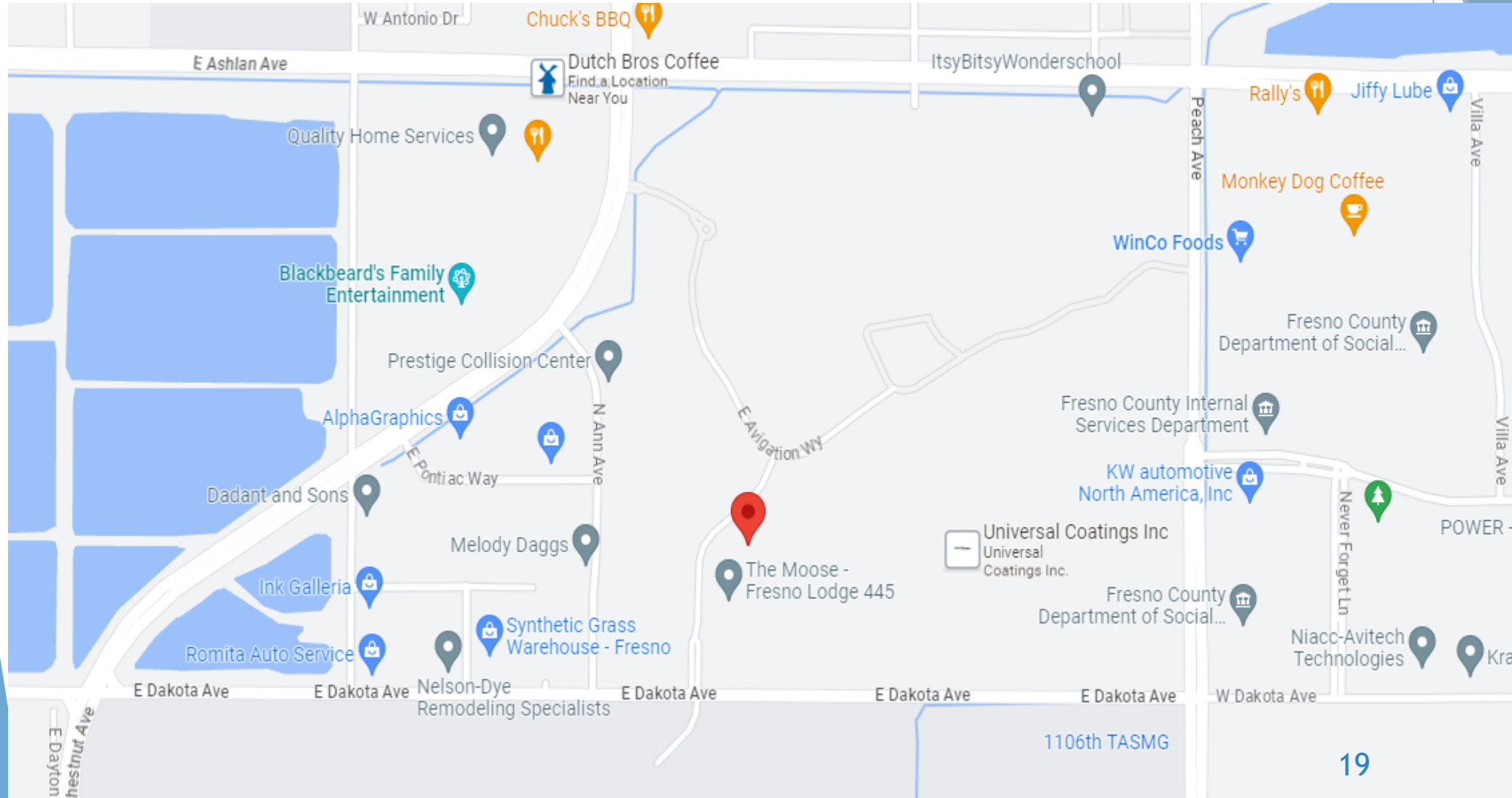
May through July 2023

- ▶ **May 2-4, 2023** - Multi-agency onsite investigation conducted under Health Officer Order.
 - ▶ FCDPH, CDC, CDPH, FDA, and City of Reedley.
- ▶ **May 31, 2023** - 2nd Health Officer Order Issued Publicly - Closure and Abatement Order.
- ▶ **June 9, 2023** - 3rd Health Officer Order Amended to Extend Due Date.
 - ▶ Extension was granted to June 11, 2023.
- ▶ **June 15, 2023** - Filed with Superior Court an Abatement Warrant to destroy all biologicals.
- ▶ **June 23, 2023** - Judge of the Superior Court signs Abatement Warrant.
- ▶ **June 26, 2023** - Abatement warrant issued by Superior Court.
- ▶ **July 5-7, 2023** - Biological materials in approximately 36 refrigerators/freezers were properly removed and transported for destruction by licensed contractor.

Reedley Site No Imminent Threat to Public Safety - Assessment Measures

- ▶ Onsite air testing was clear
- ▶ Water and wastewater testing found no issues
- ▶ Electrical power was maintained to refrigerators and freezers
- ▶ Syndromic Surveillance from all Fresno County emergency rooms did not show any anomalies
- ▶ COVID-19 Wastewater and Clinical Surveillance demonstrated normal variants circulating in the community

Proposed Site - 3900 N. Blatella Lane, Fresno, CA 93727



Next Steps

- ▶ We are aware of the ongoing investigation with the U.S. Food and Drug Administration, California Department of Public Health, Food and Drug Branch, and U.S. Environmental Protection Agency.
- ▶ Federal Bureau of Investigation is providing consultation as needed.
- ▶ The FCDPH cannot comment on criminal investigations by the federal, state, or local enforcement agencies.
- ▶ The FCDPH is supporting the City of Reedley to remove chemicals, equipment, and medical devices on site through their own City Abatement warrant.
- ▶ FCDPH has offered assistance and will continue to collaborate with City of Fresno on any issues with the proposed site.
- ▶ Opportunity for federal and state regulations to be evaluated on the regulation and oversight of privately funded research and development laboratories.

Questions?



Department of Public Health
www.fcdph.org

Attachment 'B'

August 30, 2203

Fellow CM's, I wanted to reach out to share some information about what has been happening with the Reedley illegal lab situation. There is so much I would like to share, but given how time constrained we all are, I will hold the majority of thoughts until we meet in person. Reedley has experienced a gigantic learning curve in how to engage these state and federal agencies. The roadblocks in the bureaucracy have been mind-boggling, so I certainly want to make sure I pass along the protocols that these agencies must follow in order to work with local government. For now, however, there are a few key timely items that you may be wondering about.

First, the City's website has a link on our homepage that jumps you to the County's page for all of the formal information on what has occurred. There is a You Tube segment on the presentation that Joe Prado, Assistant Public Health Director, and I gave to the Board. The Superior Court's web link with all of the Inspection and Abatement Warrant documents is also on that page. Don't hesitate to contact me directly with any questions or concerns about the information you see there. Your Code Officers and City Attorneys may find the warrant paperwork helpful in future cases you may have. We have learned volumes in Due Process and 4th Amendment regulations for non-criminal type situations.

Second, the City of Reedley is finalizing a Draft Ordinance that will go to our Council on September 12th. It will place a temporary moratorium on the establishment of labs with Bio Safety Hazard Levels 2-4 (Level 1 labs are like agricultural labs and such that deal with microbes and organisms that are non-hazardous to humans and we have no desire to rock the boat with our ag partners in the City). CLIA regulated labs (federal and State regulated labs), like hospital and doctor office labs are excluded from this Ordinance. This moratorium will allow the City to go back and amend our Zoning Code to explore long-term permitting (if any) for labs. In conjunction with this, we are currently working with the Public Health Department and County Counsel's Office as they explore a process through formal MOU that will allow the Public Health Department to work closer with each city and keep all County residents safe.

Both of these items are stop-gap interim items until we can press for fixes to the national and state regulations that have some pretty gaping holes in regulation for non-CLIA regulated research and development labs, among other things. Any assistance you can provide to press for federal regulation changes would be appreciated. I do have meetings scheduled with attorneys for several Congressional Committees on potential needed changes at the federal level.

You and your Councils may already have ideas you are exploring for your city, or you may not want to make any changes right now. I fully understand both sides of that coin. I will send along the draft Reedley Ordinance if you would like to see it. If you do have ideas for your City, I would love to see what it is you are doing. This group of City Managers is probably the most intelligent, innovative, and collaborative I have yet worked with. Reedley doesn't have all the answers. We know that.

Lastly, my heartfelt thanks to all of you. I absolutely appreciate all of you who have reached out and offered your support.

Nicole R. Zieba, ICMA-CM
City Manager
City of Reedley, CA
(559) 637-4200 x. 212