



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, April 12, 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

None

4. REQUEST TO ADDRESS COUNCIL

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

5. CONSENT CALENDAR

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

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

RECOMMENDATION: Council approve minutes as presented.

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

02/19/23 - 03/04/23: \$178,975.17; Retro Pay & Other: \$1,665.41; Overtime: \$5,052.77;
Holiday at 1/2 Time: \$1,476.65; Standby: \$1,548.70; Comp Time Earned: 29.25

RECOMMENDATION: Council approve payroll as presented.

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

1. Nos. 26320-26476 \$791,955.55 ACH \$79,668.19

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

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

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Professional Services with PBK Architects for Community Safety Center/Police Station Feasibility Work (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving a contract for professional services with PBK Architects for Community Safety Center/Police Station Feasibility Work in an amount not to exceed \$30,000.

F. **SUBJECT:** New National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS (JAJ)

RECOMMENDATION: Council by motion:

1. Affirm City Manager's Approval of Settlement Agreements and Participation Forms for the City's participation in the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
2. Affirm the City Manager's Approval of the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.

3. Adopt a Resolution (i) approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS, including signing necessary documents and transmittal thereof as necessary and (ii) authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements, including, but not limited to, the transmittal of the executed documents in Recommendations 1 and 2 and all future settlements (as necessary and applicable) through the National Opioid Settlements process.

6. PUBLIC HEARINGS

None.

7. DEPARTMENT REPORTS

- A. **SUBJECT:** Resolutions required by the State Water Resources Control Board as part of the City's Clean Water State Revolving Fund Application for the Sewer Collection System and Wastewater Treatment Plant Improvements Project. (MB)

RECOMMENDATION: Council by motion to adopt the following:

1. Resolution authorizing the City Manager to sign and file a financial assistance application to the Clean Water State Revolving Fund for the design and construction of the Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements Project.
2. Resolution stating the City Council's intention to be reimbursed for expenditures incurred ahead of the approval of the disbursement of Clean Water State Revolving Fund construction funds from the State Water Resources Control Board.

- B. **SUBJECT:** Consideration of Pension Management Policy, Enrollment in CalPERS Pension Pre-Funding Program and Year One Payment to Manage CalPERS Unfunded Accrued Liabilities (JAJ)

RECOMMENDATION: Council by motion adopt resolution to:

1. Approve Pension Management Policy, and
2. Approve enrollment and payments to CalPERS Pension Pre-Funding Program to manage unfunded accrued CalPERS Pension Program Liabilities.

8. CITY MANAGER/STAFF COMMUNICATIONS

- A. Special Strategic Goal Setting Meeting, April 29, 2023

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: April 7, 2023 /s/ Marci Reyes, City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, March 22, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome - Mayor
- B. Call to Order -**6:03 p.m.**
- C. Roll Call – **All present**
- D. Invocation – **City Clerk**
- E. Pledge of Allegiance – **Performed**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS - None

3. PRESENTATIONS/CEREMONIAL MATTERS

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

4. REQUEST TO ADDRESS COUNCIL

Edward Carvalho - Resident
Carlos Ortiz – KMEA

5. CONSENT CALENDAR

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

- A. SUBJECT:** Minutes - March 8, 2023

RECOMMENDATION: Council adopt minutes as presented.

- B. SUBJECT:** Warrants (JA)

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

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

C. SUBJECT: Payroll

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

RECOMMENDATION: Council approve as presented.

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

RECOMMENDATION: Council by motion adopt resolution approving Memorandum of Understanding with Family Healing Center. **Res 23-18**

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

RECOMMENDATION: Council adopt the attached resolution approving a Pipeline Crossing Agreement with Union Pacific Railroad Company for a new sewer main crossing in Goldenrod Avenue and authorize the City Manager to sign the Agreement. **Res 23-19**

F. SUBJECT: Annual Agreement with the Kerman Unified School District for School Resource Officers (JG) Res 23-

RECOMMENDATION: Council by motion adopt resolution approving agreement with the Kerman Unified School District for School Resource Officers for FY 2023-2024. **Res 23-20**

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

RECOMMENDATION: Council by motion, adopt a resolution accepting the 2022 Annual Progress Report for the General Plan and Housing Element, and authorizing submittal to the State Department of Housing and Community Development and the Governor's Office of Planning and Research including adopting a finding of a Categorical Exemption pursuant to Section 15306 of CEQA Guidelines. **Res 23-21**

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

RECOMMENDATION: Council by motion adopt resolution approving the Kerman Gateway Monument Maintenance Agreement with the State of California. **Res 23-22**

6. PUBLIC HEARINGS – None**7. DEPARTMENT REPORTS****A. SUBJECT: Appointing Members to the Sales Tax Oversight Committee (MR)**

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

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

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

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

Motion made by Council Member Yep, Seconded by Council Member Coleman. Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer, Council Member Herrera – Res 23-24

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

RECOMMENDATION: Receive report on utility account delinquencies and provide direction to staff if any. **Report received; Staff to provide resources to residents.**

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

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

Motion made by Council Member Yep, Seconded by Council Member Coleman. Voting Yea: Mayor Pacheco, Mayor Pro Tem Nijjer, Council Member Herrera – Res 23-25

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

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

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION - None

11. ADJOURNMENT – 7:39 p.m.

MINUTES CERTIFICATION

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

Date: March 23, 2023


Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: February 19, 2023 - March 04, 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	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,748.31	-
Camacho, Josie	\$ 2,515.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,515.54	-
Cheema, Akayla	\$ 2,356.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,356.62	7.50
Gonzalez, Diana	\$ 3,553.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,553.84	-
Jansons, John	\$ 6,678.60	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,678.60	-
Linares, Vanessa	\$ 1,566.15	\$ 2.84	5.00	\$ 142.14	-	\$ -	-	\$ -	\$ 1,711.14	1.50
Lopez, Jacqueline	\$ 2,221.08	\$ -	3.00	\$ 122.12	-	\$ -	-	\$ -	\$ 2,343.20	-
Mendoza, Gabriela	\$ 2,019.38	\$ -	0.50	\$ 18.46	-	\$ -	-	\$ -	\$ 2,037.85	-
Reyes, Marcia	\$ 3,669.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,669.51	-
Sandoval, Veronica	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	5.25
TOTAL	\$ 29,823.18	\$ 2.84	8.50	\$ 282.73	-	\$ -	-	\$ -	\$ 30,108.75	14.25
REC/SOCIAL										
Arredondo, Raquel	\$ 128.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 128.00	-
Burdine-Slaven, Jeanna	\$ 2,248.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,248.62	-
Crow, Shannon	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	-
Flores, Haley	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	-
Garcia, Anthony	\$ 1,439.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,439.08	-
Hurlbert, Ronald	\$ 426.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 426.25	-
Jauriqui, Jose	\$ 528.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 528.00	-
Johnson, Theresa	\$ 3,186.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,186.62	-
Lujan, Vanessa	\$ 476.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 476.00	-
Martinez, Aylah	\$ 538.63	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 538.63	-
Martinez, Jeness	\$ 147.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 147.25	-
Martinez Lopez, Jose	\$ 589.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 589.00	-
Negrete, Dean	\$ 1,586.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,586.31	-
Pena, Alexis	\$ 15.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 15.50	-
Pena, Mercedes	\$ 170.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 170.50	-
Ruiz, Rosalba	\$ 643.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 643.50	-
Salvador, Mark	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Sidhu, Nirmal	\$ 2,054.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,054.77	-
Silva, Jessica	\$ 418.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 418.50	-
Tovar, Jessica	\$ 124.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 124.00	-
Villarreal, Arlene	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	2.25
TOTAL	\$ 23,181.69	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 23,181.69	2.25
POLICE										
Antuna, Miguel	\$ 2,714.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,714.12	-
Arciga, Jose	\$ 2,358.91	\$ -	12.00	\$ 500.12	12.00	\$ 166.71	-	\$ -	\$ 3,025.74	-
Barbosa, Isaias	\$ 2,902.48	\$ -	3.00	\$ 154.15	12.00	\$ 205.53	14.50	\$ 124.18	\$ 3,386.34	-
Barcoma, Wilbert	\$ 4,272.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,272.23	-
Barra, Brenden	\$ 2,070.80	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,070.80	-
Belding, Jeff	\$ 3,578.45	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,578.45	-
Castro, Jaclynn	\$ 2,031.42	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.42	-
Chapman, Tom	\$ 3,435.42	\$ 1,606.15	-	\$ -	12.00	\$ 240.92	-	\$ -	\$ 5,282.50	-
Clark, Patrick	\$ 2,382.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,382.12	-
Coronado, Krystal	\$ 2,018.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,018.15	-
Corrales, Edith	\$ 813.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 813.75	-
Cubillos, Theresa	\$ 2,764.38	\$ -	-	\$ -	9.50	\$ 156.32	-	\$ -	\$ 2,920.70	5.25
Garcia, Andrew	\$ 2,067.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,067.69	-
Gempis, Danzel	\$ 1,875.23	\$ -	-	\$ -	12.00	\$ 133.95	7.00	\$ 39.07	\$ 2,048.24	-
Golden, John	\$ 5,005.20	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,005.20	-
Gutierrez, Gloria	\$ 2,135.40	\$ -	9.19	\$ 361.14	-	\$ -	-	\$ -	\$ 2,496.54	-
Inthasone, Bryant	\$ 1,968.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,968.92	-
Irazoqui, Mario	\$ 1,706.86	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,706.86	-
Levandusky, James	\$ 2,342.13	\$ -	-	\$ -	12.00	\$ 162.83	-	\$ -	\$ 2,504.96	-
Lopez, Matt	\$ 850.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 850.00	-
Lozano, Daniel	\$ 1,521.20	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,521.20	-
Lozano, Patricia	\$ 1,320.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,320.46	-
Mendoza, Sandra	\$ 3,003.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,003.00	-
Molina, Jesus	\$ 2,305.19	\$ -	3.00	\$ 122.15	9.50	\$ 128.94	-	\$ -	\$ 2,556.29	-
Quintanilla, Rodolfo	\$ 2,080.65	\$ -	0.50	\$ 18.02	12.00	\$ 144.15	-	\$ -	\$ 2,242.82	-
Rodrigues, Mary	\$ 2,257.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,257.69	-
Ruiz, Jose	\$ 1,984.61	\$ -	2.00	\$ 68.65	-	\$ -	-	\$ -	\$ 2,053.26	-

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: February 19, 2023 - March 04, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME HOURS	OVERTIME AMOUNT	HOLIDAY at 1/2 TIME HOURS	HOLIDAY at 1/2 TIME AMOUNT	STANDBY HOURS	STANDBY AMOUNT	GROSS SALARY	COMP TIME EARNED
Vasquez, Francisco	\$ 1,947.11	\$ -	-	\$ -	12.00	\$ 137.29	-	\$ -	\$ 2,084.41	-
Velez, Bernice	\$ 1,645.36	\$ -	10.50	\$ 323.93	-	\$ -	-	\$ -	\$ 1,969.29	-
TOTAL:	\$ 69,591.67	\$ 1,606.15	\$40.19	\$1,548.17	\$103.00	\$1,476.65	\$ 21.50	\$ 163.24	\$ 74,385.88	\$ 5.25

PUBLIC WORKS

Arrellano, Antonio	\$ 1,799.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,799.23	-
Barajas, Michael	\$ 3,583.56	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,583.56	-
Camacho, Armando	\$ 1,799.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,799.23	-
Castro, Joseph	\$ 2,959.55	\$ 56.41	-	\$ -	-	\$ -	-	\$ -	\$ 3,015.96	-
Cervantes, Pedro	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Cruz-Villalobos, Eulises	\$ 1,174.32	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,174.32	-
Garcia, Destiny	\$ 1,215.66	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,215.66	-
Garcia, Guadalupe	\$ 1,420.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,420.31	-
Gastelum, Humberto	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Gutierrez Olivarez, Norberto	\$ 1,511.08	\$ -	32.89	\$1,060.40	-	\$ -	17.00	\$ 321.10	\$ 2,892.58	-
Hernandez, Julian	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Isaak, Denise	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
Jimenez, Gabriela	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Kaur, Harmeen	\$ 1,848.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,848.64	-
Lopez, Joel	\$ 782.88	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 782.88	-
Lopez, Josue	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Martinez, Jaime	\$ 1,109.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,109.08	-
Morales, Andres	\$ 1,715.69	\$ -	21.50	\$ 744.36	-	\$ -	16.00	\$ 333.14	\$ 2,793.19	-
Ortiz, Carlos	\$ 1,913.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,913.69	-
Perez, Ruben Lopez	\$ 1,775.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,775.08	-
Ramirez, Manuel	\$ 2,516.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,516.00	-
Rivera, Coty	\$ 2,057.54	\$ -	-	\$ -	-	\$ -	3.00	\$ 77.16	\$ 2,134.69	7.50
Rodriguez, Eduardo - FINAL PAY	\$ 652.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 652.62	-
Sanchez, Daniel	\$ 2,507.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,507.48	-
Soto, Samuel	\$ 1,794.15	\$ -	38.25	\$1,417.13	-	\$ -	30.00	\$ 654.06	\$ 3,865.34	-
Tinoco, Alfonso	\$ 2,210.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,210.46	-
Valdivia, Blanco	\$ 945.98	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 945.98	-
TOTAL	\$ 48,511.25	\$ 56.41	92.64	\$3,221.88	-	\$ -	\$ 66.00	\$ 1,385.46	\$ 53,174.99	\$ 7.50

PLANNING

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

PLANNING

Bandy, R	\$ -
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
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GRAND TOTAL:	\$178,975.17	\$1,665.41	141.33	\$5,052.77	103.00	\$1,476.65	87.50	\$1,548.70	\$ 188,718.70	29.25
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Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 4/6/2023 1:40 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
26320	10017 0004838	ADVANCED FLOW MEASUREMENT SWR- 2023 COMPLIANCE CHECK MAGME	03/16/2023	450.00
Total for Check Number 26320:				450.00
26321	10040	AT&T MOBILITY	03/16/2023	
	287287185708X03	PD- SRO CELL PHONES/MDT		178.84
	287288087181X03	PD- ACT CELL PHONE IPAD SERVICE AND		129.28
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		129.40
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		118.58
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		22.29
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		159.53
	287293504071X01	REPLACEMENT CELL FOR JOE CASTRO		14.39
	287293504071X01	REPLACEMENT CELL FOR JOE CASTRO		14.38
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		190.35
	287293504071X01	REPLACEMENT CELL FOR JOE CASTRO		14.37
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		44.58
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		46.91
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		22.29
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		8.89
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		12.41
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		5.93
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		136.06
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		159.53
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		12.41
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		22.29
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		80.48
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		44.58
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		23.72
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		46.90
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		12.41
	287293504071X01	REPLACEMENT CELL FOR JOE CASTRO		14.38
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		118.58
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		22.28
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		12.41
	287293504071X01	MONTHLY CELLULAR SERVICE FOR SERV		44.58
Total for Check Number 26321:				1,863.03
26322	12370 00331582	VIRGINIA BANUELOS FIN- OVERPAYMENT OF COPY OF POLICE	03/16/2023	3.00
Total for Check Number 26322:				3.00
26323	11917	BLAIS & ASSOCIATES LLC	03/16/2023	
	BA_5023_2022	ADM- KRM GRANT RESEARCH AND SUPP		4,792.50
	BA_5096_2022	ADM- CDFA CRC KERMAN COMMUNITY R		2,100.00
Total for Check Number 26323:				6,892.50

Check No	Vendor No	Vendor Name	Check Date	Section 3, Item C
Invoice No	Description	Reference		
26324	12306	BRYCE CONSULTING	03/16/2023	
	4324	HR- HUMAN RESOURCE TECHNICAL SERV		1,080.00
Total for Check Number 26324:				1,080.00
26325	10617	C A REDING CO INC	03/16/2023	
	662340	SWR 50%- LANIER MPC4504 01/31/23-02/27/		54.56
	662340	WTR 50%- LANIER MPC4504 01/31/23-02/27/		54.56
Total for Check Number 26325:				109.12
26326	10078	CALIFORNIA STATE DISBURSEMENT	03/16/2023	
	0195001403-01	C WITHHOLDING ORDER P/R DATE 03/10/2		319.93
	200000001759283	C WITHHOLDING ORDER P/R DATE 03/10/2		305.07
Total for Check Number 26326:				625.00
26327	12126	CENTRAL SANITARY SUPPLY	03/16/2023	
	7893912	CS- TRASH LINERS - JANITORIAL SUPPLIE		238.62
Total for Check Number 26327:				238.62
26328	10106	CON EDISON CLEAN ENERGY	03/16/2023	
	104747	ADM 3%- SOLAR RESBCT 0201-022823		12.11
	104747	VE 3%- SOLAR RESBCT 0201-022823		193.75
	104747	ADM- 3%- SOLAR RESBCT 0201-022823		48.44
	104747	SC 2%- SOLAR RESBCT 0201-022823		129.17
	104747	ADM 3%- SOLAR RESBCT 0201-022823		12.11
	104747	SWR- SOLAR ARRAY 0201-022823		2,610.26
	104747	CTC 7%- SOLAR RESBCT 0201-022823		452.09
	104747	ADM 3%- SOLAR RESBCT 0201-022823		12.11
	104747	ADM 3%- SOLAR RESBCT 0201-022823		12.11
	104747	PARKS 1%- SOLAR RESBCT 0201-022823		64.59
	104747	WTR 71%- SOLAR RESBCT 0201-022823		4,585.50
	104747	SWR 1%- SOLAR RESBCT 0201-022823		64.59
	104747	CITY CLRK 3%- SOLAR RESBCT 0201-022823		48.43
	104747	BLDG 3%- SOLAR RESBCT 0201-022823		24.22
	104747	PLAN REC 1%- SOLAR RESBCT 0201-022823		64.58
	104747	SWR- SOLAR ORIGINAL 0201-022823		5,300.02
	104747	PLANNING 3%- SOLAR RESBCT 0201-022823		24.22
	104747	PD 5%- SOLAR RESBCT 0201-022823		322.92
	104747	REC 6%- SOLAR RESBCT 0201-022823		387.51
Total for Check Number 26328:				14,368.73
26329	10108	COOKS COMMUNICATIONS CORP	03/16/2023	
	153183	PD REP- COMPUTER DOCKING STATION		1,318.60
Total for Check Number 26329:				1,318.60
26330	10114	CROWN SHORT LOAD CONCRETE	03/16/2023	
	118319	SDWLK REP- CONCRETE - 939 MADERA AV		766.09
Total for Check Number 26330:				766.09
26331	11874	CSG CONSULTANTS INC	03/16/2023	
	48998	ADM- JAN CODE ENFORCEMENT		8,008.00
Total for Check Number 26331:				8,008.00
26332	10571	DITCH WITCH	03/16/2023	
	497795	VE EQUIP- QDC ADAPTER FOR MUD VAC		64.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 26332:	64.33
26333	12019 XF1634	ELITE UNIFORMS PD- J. ARCIGA UNIFORM SGT PROMOTION	03/16/2023	150.58
			Total for Check Number 26333:	150.58
26334	10151 18670638-187841	EWING IRRIGATION PRODUCTS PARKS- 40 BAGS OF NITRA KING MILESTC	03/16/2023	2,611.50
			Total for Check Number 26334:	2,611.50
26335	10154 CAFRS211071	FASTENAL COMPANY REC- GLOVE AND SAFETY VESTS	03/16/2023	628.94
			Total for Check Number 26335:	628.94
26336	10157 1773666	FERGUSON ENTERPRISES INC SWR- POND #5	03/16/2023	299.68
			Total for Check Number 26336:	299.68
26337	10160 2023-101 2023-102 2023-103 2023-187	FRESNO COUNTY CLERK CLRK- GEN ELECTION MAYOR CLRK- GEN ELECTION CC DIST1 CLRK- GEN ELECTION CC DIST 3 CLRK- MEASURE G TRANSIENT TAX	03/16/2023	2,837.95 1,066.72 976.13 9,682.47
			Total for Check Number 26337:	14,563.27
26338	11550 #2022-5723	FRESNO COUNTY SHERIFFS OFFICE - C FTB-WAGE GARNISHMENT P/R DATE 0.	03/16/2023	137.00
			Total for Check Number 26338:	137.00
26339	10185 9571959643 9573429322 9622577147 9627373526 9627555379 9630504463 9631572980 9634976618	GRAINGER CS- CEILING TILE REPLACEMENTS- LIONS CS- ELECTRICAL SUPPLIES- KPD & CH CTC- BALLASTS- CTC CS- VACPAC BAGS- ANIMAL SHELTER CS- CFL BULB CS- ELECTRONIC LOCK- KPD THF CS- LIGHT COVER REPLACEMENT- SR CTI CS- JANITORIAL SUPPLIES	03/16/2023	169.15 109.21 35.57 398.67 266.31 1,311.71 89.14 107.63
			Total for Check Number 26339:	2,487.39
26340	11358 33519277	GREAT AMERICA FINANCIAL SERVICE VE- LANIER MPC307 COPIER FLEET SHOP-	03/16/2023	130.97
			Total for Check Number 26340:	130.97
26341	12332 INV-HES-2189	HOLLOWAY ENVIRONMENTAL SOLUTIONS SWR- LOADING TRANSPORT FOR BIOSOLIDS	03/16/2023	31,569.30
			Total for Check Number 26341:	31,569.30
26342	10514 16950	ICAD INC WTR- EMERGENCY TROUBLESHOOT HMI	03/16/2023	1,220.00
			Total for Check Number 26342:	1,220.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26343	10485 6081	JP AIR CONDITIONING & HEATING CS- REPLACE COMPRESSOR- CTC	03/16/2023	1,151.36
Total for Check Number 26343:				1,151.36
26344	12171 188	KINGS WATER ALLIANCE WTR- KINGS WATER ALLIANCE DUES & A	03/16/2023	9,285.00
Total for Check Number 26344:				9,285.00
26345	10249 INV-02253	LEAGUE OF CALIFORNIA CITIES STRTS- 2023 LOCAL STREETS & ROADS NE	03/16/2023	300.00
Total for Check Number 26345:				300.00
26346	12112 030623	LG ELECTRIC BLDG- INSTALLED CIRCUIT/GFI-CITY SHC	03/16/2023	800.00
Total for Check Number 26346:				800.00
26347	10251 3005-3023 3033	LIGHTHOUSE ELECTRIC INC SWR- PUSH BUTTON STATION HEADWOR SD- CONTRACT SERVICES	03/16/2023	6,827.94 632.50
Total for Check Number 26347:				7,460.44
26348	10678 021723 08330514 256685 256685 256917 257535	MAC'S EQUIPMENT INC VE REP- SUPPLIES- 2 INV <\$50 VE EQUIP- STARTER FOR SEWER MACHIN WTR 50%- SOCKETS SWR 50%- SOCKETS VE SUPP- SUPPLIES- 1 INV <\$50 VE REP- TOOL BOX FOR TRUCK	03/16/2023	34.31 344.08 49.04 49.03 9.25 435.90
Total for Check Number 26348:				921.61
26349	10260 259833	METRO UNIFORM & ACCESSORIES PD- UNIFORM FOR A. ROTH	03/16/2023	949.90
Total for Check Number 26349:				949.90
26350	10261 022823 022823 022823	MID VALLEY DISPOSAL INC SWA- ROLL OFF/FRANCHISE FEES SWA- CITY PORTION FOR FEBRUARY 2023 SWA- FEB 2023 SW CHARGES	03/16/2023	-1,079.40 -34,009.16 170,045.80
Total for Check Number 26350:				134,957.24
26351	12058 10653640	NAVIA CLIENT PAY LOCKBOX HR- 2023 SEC 125 FUNDING DEPOSIT	03/16/2023	3,895.00
Total for Check Number 26351:				3,895.00
26352	10286 273240 369231 369543 369552 369717 370029 370935 371170	O'REILLY AUTOMOTIVE INC VE REP- RETURN VE REP- SUPPLIES- 3 INV <\$50 PD REP- BATTERY #1525 PD REP- CORE RETURN PD REP- DISC PADS & ROTORS #1518 VE REP- BATTERY #1426 VE REP- BATTERY BELTS #1391 PD REP- DISC PADS & ROTORS #1519	03/16/2023	-139.44 48.11 219.10 -22.00 319.59 189.32 205.16 278.47

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	371183	PD REP- WIPER BLADES		82.29
	37166D	VE SUPP- ONLINE DISCOUNT		-34.56
	372632	VE REP- WINDOW REGULATORS #1392		176.77
	373227	VE SUPP- BRAKE CLN WIPER FLUID NITRI		94.21
	373242	VE REP- BATTERY #1459 (PRORATED)		56.46
	375934	PD MAINT- AIR & OIL FILTERS PD VEH		90.90
	376090	PD REP- SUPPLIES- 1 INV <\$50		21.77
			Total for Check Number 26352:	1,586.15
26353	11883	OR-TEC	03/16/2023	
	108666	SWR- DRIVE FOR AUGER		743.60
			Total for Check Number 26353:	743.60
26354	10289	P.G.& E.	03/16/2023	
	4647279811-8	PD- FEB PG&E		1,953.40
	4939626163-5	VE- MONTHLY SERVICE 01/18/23-02/15/23		1,551.62
	5741309690-0	PARKS- MONTHLY SERVICE 01/13/23-02/13/		449.06
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		167.60
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		167.59
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		670.39
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		670.39
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		167.60
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		167.60
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		335.20
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		335.20
			Total for Check Number 26354:	6,635.65
26355	10304	PITNEY BOWES GLOBAL FIN SERV LI	03/16/2023	
	3105965906	VAR- 3RD QTR RENT POSTAGE/FOLDER M		29.95
	3105965906	VAR- 3RD QTR RENT POSTAGE/FOLDER M		419.61
	3105965906	VAR- 3RD QTR RENT POSTAGE/FOLDER M		419.61
	3105965906	VAR- 3RD QTR RENT POSTAGE/FOLDER M		464.53
	3105965906	VAR- 3RD QTR RENT POSTAGE/FOLDER M		274.64
	3105965906	VAR- 3RD QTR RENT POSTAGE/FOLDER M		89.85
			Total for Check Number 26355:	1,698.19
26356	10596	RED WING BUSINESS ADVANTAGE AC	03/16/2023	
	20230309008742	PW-VAR- SAFETY BOOTS- PEDRO CERVAN		25.00
	20230309008742	PW-VAR- SAFETY BOOTS- PEDRO CERVAN		111.81
	20230309008742	PW-VAR- SAFETY BOOTS- PEDRO CERVAN		35.00
	20230309008742	PW-VAR- SAFETY BOOTS- PEDRO CERVAN		10.00
	20230309008742	PW-VAR- SAFETY BOOTS- PEDRO CERVAN		10.00
	20230309008742	PW-VAR- SAFETY BOOTS- PEDRO CERVAN		20.00
			Total for Check Number 26356:	211.81
26357	10329	SAN JOAQUIN VALLEY AIR POLL	03/16/2023	
	339522	SWR- WWTP- BURN PERMIT #140159 - 1548		40.00
			Total for Check Number 26357:	40.00
26358	11650	SITEONE LANDSCAPE SUPPLY COMP/	03/16/2023	
	126943298-001	PARKS- SPREADER		587.60
			Total for Check Number 26358:	587.60
26359	10337	SLUMBERGER LUMBER	03/16/2023	
	ACCT 3305	SWR- SUPPLIES- 6 INV <\$50		88.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	ACCT 3305	WTR- SUPPLIES- 3 INV <\$50		92.07
			Total for Check Number 26359:	180.43
26360	12054	SPARKLETTS	03/16/2023	
	21577585011523	DRINKING WATER- ADMIN, FIN, PLANNIN		9.33
	21577585011523	DRINKING WATER- ADMIN, FIN, PLANNIN		9.48
	21577585011523	DRINKING WATER- ADMIN, FIN, PLANNIN		2.33
	21577585011523	DRINKING WATER- PUBLIC WORKS- JAN		18.98
	21577585011523	DRINKING WATER- PUBLIC WORKS- JAN		18.98
	21577585011523	DRINKING WATER- ADMIN, FIN, PLANNIN		18.95
	21577585011523	DRINKING WATER- ADMIN, FIN, PLANNIN		9.48
	21577585011523	DRINKING WATER- ADMIN, FIN, PLANNIN		5.83
	21577585011523	DRINKING WATER- ADMIN, FIN, PLANNIN		4.67
	21577585011523	DRINKING WATER- ADMIN, FIN, PLANNIN		12.83
	21577585021223	DRINKING WATER- ADMIN, FIN, PLANNIN		26.22
	21577585021223	DRINKING WATER- ADMIN, FIN, PLANNIN		13.11
	21577585021223	DRINKING WATER- ADMIN, FIN, PLANNIN		17.75
	21577585021223	DRINKING WATER- PUBLIC WORKS- FEB		19.90
	21577585021223	DRINKING WATER- ADMIN, FIN, PLANNIN		8.07
	21577585021223	DRINKING WATER- ADMIN, FIN, PLANNIN		6.45
	21577585021223	DRINKING WATER- ADMIN, FIN, PLANNIN		12.91
	21577585021223	DRINKING WATER- ADMIN, FIN, PLANNIN		13.11
	21577585021223	DRINKING WATER- PUBLIC WORKS- FEB		19.90
	21577585021223	DRINKING WATER- ADMIN, FIN, PLANNIN		3.22
	21577585031223	DRINKING WATER- ADMIN, FIN, PLANNIN		2.33
	21577585031223	DRINKING WATER- ADMIN, FIN, PLANNIN		12.83
	21577585031223	DRINKING WATER- ADMIN, FIN, PLANNIN		5.83
	21577585031223	DRINKING WATER- ADMIN, FIN, PLANNIN		9.48
	21577585031223	DRINKING WATER- PUBLIC WORKS- MAR		30.47
	21577585031223	DRINKING WATER- ADMIN, FIN, PLANNIN		4.67
	21577585031223	DRINKING WATER- ADMIN, FIN, PLANNIN		9.33
	21577585031223	DRINKING WATER- PUBLIC WORKS- MAR		30.47
	21577585031223	DRINKING WATER- ADMIN, FIN, PLANNIN		9.48
	21577585031223	DRINKING WATER- ADMIN, FIN, PLANNIN		18.95
			Total for Check Number 26360:	385.34
26361	11162	STATEWIDE TRAFFIC SAFETY & SIGN	03/16/2023	
	04010545	STRTS- CUSTOM SIGN		415.37
			Total for Check Number 26361:	415.37
26362	10357	TAYLOR MADE IRRIGATION	03/16/2023	
	26124	MEDIANS- PVC PIPES		568.85
			Total for Check Number 26362:	568.85
26363	10358	TECH DISTRIBUTION & TIRE SPLY	03/16/2023	
	738226	PD REP- WHEEL VALVE STEMS		180.46
			Total for Check Number 26363:	180.46
26364	10015	THE ADVANCE GROUP	03/16/2023	
	80868	ADM- BUSINESS CARDS- CM JOHN JANSON		103.81
			Total for Check Number 26364:	103.81
26365	10381	UNITED HEALTH CENTERS	03/16/2023	
	0308-23-8	PD- PRE-EMPLOYMENT PHYSICAL A. ROT		150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26365:				150.00
26366	10382	UNITED RENTALS NORTH AMERICA I	03/16/2023	
	216665721-002	SWR- WALKBEHIND TRENCHER RENTAL		1,000.71
	216665721-002	SWR- CREDIT FOR BILLING ERROR		-289.10
Total for Check Number 26366:				711.61
26367	12170	WEBSTER BANK	03/16/2023	
	1159270	PFA-DEBT SERVICE-INTEREST PAYMENT		34,753.95
Total for Check Number 26367:				34,753.95
26368	10406	WEST HILLS OIL INC	03/16/2023	
	76437	VE- FUEL FEB 16-28 1098.295 GALLONS		4,690.72
	76437	VE- ACT PROGRAM PD		124.04
Total for Check Number 26368:				4,814.76
26369	UB*01641	DARYL G & TIFFANY M NICHOLS	03/16/2023	
		Refund Check 014860-000, 127 S KOLEEN AV		0.83
Total for Check Number 26369:				0.83
Total for 3/16/2023:				303,074.61
26370	12257	AMERITAS LIFE INSURANCE CORP	03/23/2023	
	031423	HR- CLAIMS FUNDING ENDING 03/11/2023		1,119.76
Total for Check Number 26370:				1,119.76
26371	10035	AQUA NATURAL SOLUTIONS	03/23/2023	
	5068	SWR- MICROBE LIFT/ SLUDGE REMOVER		957.57
Total for Check Number 26371:				957.57
26372	10040	AT&T MOBILITY	03/23/2023	
	287286967034X03	PD- FEB MDT WIRELESS SERVICES		442.64
	287287978139X03	AC- FEB CELLULAR SERVICE		44.88
	287287978139X03	PD- FEB CELLULAR SERVICE		411.46
Total for Check Number 26372:				898.98
26373	10054	BLUE SHIELD OF CALIFORNIA	03/23/2023	
	230730013535	HR- APRIL MEDICAL COVERAGE		46,648.59
Total for Check Number 26373:				46,648.59
26374	10079	CAMCO	03/23/2023	
	110307	WTR- LIQUID GUAGE		48.82
Total for Check Number 26374:				48.82
26375	12213	PATRICK CLARK	03/23/2023	
	031323	ADM- PD REFERRAL- ROTH 1ST INSTALLM		500.00
Total for Check Number 26375:				500.00
26376	10104	COMCAST	03/23/2023	
	815550021014764	FIN- TECHNOLOGY SERVICES- 03/14/23-04/		191.20

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	815550021026546	FIN- TECHNOLOGY SERVICES- 03/14/23-04/		153.64
	815550021026548	FIN- TECHNOLOGY SERVICES- 03/14/23-04/		153.64
			Total for Check Number 26376:	498.48
26377	10109	COUNTY OF FRESNO	03/23/2023	
	031323	PD- FEB PARKING ACTIVITY		154.00
	031323	PD- JAN PARKING ACTIVITY		610.00
			Total for Check Number 26377:	764.00
26378	11874	CSG CONSULTANTS INC	03/23/2023	
	49659	BPO- PROFESSIONAL SERVICES- PLAN CH		348.00
	49659	BPO- PROFESSIONAL SERVICES- BLDG IN:		5,953.50
	49659	BPO- PROFESSIONAL SERVICES- BLDG OF		1,078.00
			Total for Check Number 26378:	7,379.50
26379	10115	CSJVRMA	03/23/2023	
	RMA-2023-00217	VAR- 4TH QTR LIABILITY PROGRAM		1,280.15
	RMA-2023-00217	VAR- 4TH QTR WORKERS COMP DEPOSIT		91,709.00
	RMA-2023-00217	VAR- 4TH QTR LIABILITY PROGRAM		7,360.92
	RMA-2023-00217	VAR- 4TH QTR LIABILITY PROGRAM		2,560.32
	RMA-2023-00217	VAR- 4TH QTR LIABILITY PROGRAM		1,280.18
	RMA-2023-00217	VAR- 4TH QTR LIABILITY PROGRAM		28,803.59
	RMA-2023-00217	VAR- 4TH QTR LIABILITY PROGRAM		9,601.20
	RMA-2023-00217	VAR- 4TH QTR LIABILITY PROGRAM		960.12
	RMA-2023-00217	VAR- 4TH QTR LIABILITY PROGRAM		8,961.12
	RMA-2023-00217	VAR- 4TH QTR LIABILITY PROGRAM		3,200.40
			Total for Check Number 26379:	155,717.00
26380	12372	ANGELA CUBILLOS	03/23/2023	
	00324190	CTC- CTC DEPOSIT 03/11/23		400.00
			Total for Check Number 26380:	400.00
26381	11382	DATA TICKET INC	03/23/2023	
	149135	PD- FEB PARKING ACTIVITY		84.21
			Total for Check Number 26381:	84.21
26382	10128	DEPARTMENT OF JUSTICE	03/23/2023	
	644663	PD- 3 BLOOD ALCOHOL ANALYSIS 23-0325		105.00
			Total for Check Number 26382:	105.00
26383	11832	EPIC BUSINESS ESSENTIALS LLC	03/23/2023	
	SI00471850	CS- PAPER FOR FLYERS - YSB EASTER		27.85
			Total for Check Number 26383:	27.85
26384	10612	EQUIPARTS	03/23/2023	
	237812	CS- PUSH BUTTON-WATER FOUNTAIN- LIC		397.60
			Total for Check Number 26384:	397.60
26385	11398	FASTSIGNS	03/23/2023	
	FRES-96911	REC- KFM PARKING DATE SIGNS		150.84
			Total for Check Number 26385:	150.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26386	11000 8261161	FEDERAL SIGNAL CORPORATION VE REP- CONTROL BOX FOR LIGHT BAR #	03/23/2023	418.46
			Total for Check Number 26386:	418.46
26387	10164 07088	FRESNO IRRIGATION DISTRICT CAP- LIONS PARK FLOWMETER IMPROVE	03/23/2023	1,643.00
			Total for Check Number 26387:	1,643.00
26388	12174 00330098	MARTHA GALINDO	03/23/2023	100.00
			Total for Check Number 26388:	100.00
26389	11125 031623	JOHN GOLDEN PD- REIMBURSEMENT FOR ROOM ACCOM	03/23/2023	1,420.23
			Total for Check Number 26389:	1,420.23
26390	10185 9631572980	GRAINGER CS- TOILET DIAPHRAGM (REPAIR) KATEY	03/23/2023	16.25
			Total for Check Number 26390:	16.25
26391	11358 33423902 33423902	GREAT AMERICA FINANCIAL SERVICE SWR- MPC307 COPIER- WWTP- MARCH WTR- MPC307 COPIER- WWTP- MARCH	03/23/2023	73.89 73.89
			Total for Check Number 26391:	147.78
26392	12373 00329842	THERESA GUZMAN CTC- SH DEPOSIT 03/19/23	03/23/2023	100.00
			Total for Check Number 26392:	100.00
26393	10514 16970	ICAD INC WTR- REPLACE HMI WELL 14	03/23/2023	837.78
			Total for Check Number 26393:	837.78
26394	12376 070822	REINALDO JESUS GALLARDO AAC- REIMBURSEMENT FOR RETURN OF	03/23/2023	40.00
			Total for Check Number 26394:	40.00
26395	11923 160587	JOE A GONSALVES & SON ADM- PROFESSIONAL LEGISLATIVE REPR	03/23/2023	1,250.00
			Total for Check Number 26395:	1,250.00
26396	11025 032023	THERESA JOHNSON CS- PERDIEM CPRS CONFERENCE 04/3-04/4	03/23/2023	85.00
			Total for Check Number 26396:	85.00
26397	10230 022823	KENT M KAWAGOE PHD PD- ANDREW GARCIA PSYCHOLOGICAL E	03/23/2023	425.00
			Total for Check Number 26397:	425.00
26398	10239 23082	KERWEST INC BPO- PUBLIC NOTICES ADVERTISING	03/23/2023	314.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26398:				314.00
26399	11096 2183277	LOZANO SMITH LLP ADM- ADMIN-HR PERSONNEL MATTER- 2/	03/23/2023	680.00
Total for Check Number 26399:				680.00
26400	10265 032023	MONTOY LAW CORPORATION CC- CC FEBRUARY LEGAL FEES	03/23/2023	3,802.50
Total for Check Number 26400:				3,802.50
26401	11348 MK589967-TDQ	NATIONAL BUSINESS FURNITURE CS- NEW DESK W/2 DRAWER LATERAL FII	03/23/2023	2,098.92
Total for Check Number 26401:				2,098.92
26402	10281 CUP 2022-02 SPR 2022-01 SPR 2022-02 TCUP 2022-06 TPM 2022-01 TPM-2022-02	NORTH CENTRAL FIRE PROT DIST CUP 2022-02 14751 COMMERCE BPO- SPR 2022-01 14443 WHITESBRIDGE BPO- SPR 2022-02 APN 023-220-82S BPO- TCUP 2022-06 15040 WHITESBRIDGE BPO- TPM 2022-01 APN 023-220.78S BPO- TPM 2022-02 88 VINELAND AVE	03/23/2023	247.00 247.00 247.00 247.00 247.00 247.00
Total for Check Number 26402:				1,482.00
26403	12204 23098	NORTHERN CALIFORNIA RECREATIO CS- REPLACEMENT MUSIC INSTRUMENT-	03/23/2023	1,734.10
Total for Check Number 26403:				1,734.10
26404	10282 301263924001 301263924001	OFFICE DEPOT ADM- CLEANING DUSTER ADM- OFFICE SUPPLIES	03/23/2023	19.35 111.69
Total for Check Number 26404:				131.04
26405	10289 76601226178-8 8820061503-2	P.G.& E. AC- FEB PG&E CS- COLEMAN BALLFIELD PG&E FEB	03/23/2023	2,497.70 2,843.84
Total for Check Number 26405:				5,341.54
26406	12026 27868 27869	PRECISION CIVIL ENGINEERING INC BPO- PROFESSIONAL SERVICES- 21-009.4 C BPO- PROFESSIONAL SERVICES- 21-009.8 C	03/23/2023	2,627.50 1,780.00
Total for Check Number 26406:				4,407.50
26407	10319 11094 11121 11154	RENO'S HARDWARE STRTS- SUPPLIES- 1 INV <\$50 LLD- IRRIGATION SUPPLIES SD- ELECTRICAL SUPPLIES	03/23/2023	14.11 60.59 145.94
Total for Check Number 26407:				220.64
26408	12375 00327510	BERANIA RODRIGUEZ CTC- SH DEPOSIT 03/18/23	03/23/2023	100.00
Total for Check Number 26408:				100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26409	11041	ROSENBALM ROCKERY	03/23/2023	
	66967	MEDIANS- 12.33 TONS 4X8 COBBLESTONE		1,149.95
	68701	MEDIANS- 37.94 TONS 4X8 COBBLESTONE		3,538.46
Total for Check Number 26409:				4,688.41
26410	12374	KATRINA RUIZ	03/23/2023	
	00328236	CTC- SH DEPOSIT 03/11/23		100.00
Total for Check Number 26410:				100.00
26411	UB*01354	JOSE L SANDOVAL	03/23/2023	
	032323	FIN-RE-ISSUING UB REFUND TO RESIDEN'		13.90
	032323	FIN-RE-ISSUING UB REFUND TO RESIDEN'		17.83
	032323	FIN-RE-ISSUING UB REFUND TO RESIDEN'		8.22
Total for Check Number 26411:				39.95
26412	10862	SIGNMAX	03/23/2023	
	0043220-IN	VE REP- DECALS REPLACEMENTS FOR PV		119.08
Total for Check Number 26412:				119.08
26413	10337	SLUMBERGER LUMBER	03/23/2023	
	ACCT 3115	SDWLK REP- CONCRETE CEMENT		151.88
	ACCT 3115	SDWLK REP- LUMBER		105.31
	ACCT 3115	VE SUPP- SUPPLIES- 1 INV <\$50		21.78
	ACCT 3115	STRTS- SHOVEL PRUNING BLADE		51.74
	ACCT 3115	SDWLK REP- CONCRETE CEMENT		228.83
	ACCT 3115	SUPPLIES- 1 INV <\$50		5.39
	ACCT 3115	STRTS- SUPPLIES- 3 INV <\$50		74.81
	ACCT 3115	STRTS- PAINT ROLLERS		53.79
	ACCT 3115	BLDG- SUPPLIES- 1 INV <\$50		4.67
	ACCT 3115	PARKS- SUPPLIES- 1 INV <\$50		31.03
	ACCT 3116	CS- BLDG-MAINT/REPAIR SUPPLIES		288.62
	ACCT 3116	CS- BLDG MAIN GENERAL SUPPLY		15.83
	ACCT 3116	CS- JANITORIAL SUPPLIES		46.29
Total for Check Number 26413:				1,079.97
26414	UB*00037	ANTHONY SMITH	03/23/2023	
	00328257	CTC- SH DEPOSIT 02/02/23		100.00
Total for Check Number 26414:				100.00
26415	12223	SUNNA DESIGN INC	03/23/2023	
	IN201057	CAP- 3 SOLAR LIGHT ASSEM POLES ARMS		25,648.36
Total for Check Number 26415:				25,648.36
26416	10863	SWRCB	03/23/2023	
	GR D1 WD OPER	WTR- GR D1 WTR DIST OP EXAM- G. GARC		50.00
Total for Check Number 26416:				50.00
26417	10357	TAYLOR MADE IRRIGATION	03/23/2023	
	26166	MEDIANS- IRRIGATION SUPPLIES		2.24
	26177	SWR- SUPPLIES FOR POND 6		113.08
	26180	MEDIANS- IRRIGATION SUPPLIES		1.47
	26188	LLD- IRRIGATION SUPPLIES		188.91

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26417:				305.70
26418	10754	THE HOME DEPOT PRO-SUPPLY WOR	03/23/2023	
	734272149	CS- JANITORIAL SUPPLIES		97.26
	734734122	CS- UTILITY SHELVES (2) NUTRITION		115.93
	734828221	CS- JANITORIAL SUPPLIES- MARCH 2023		640.36
	735878530	CS- FLUORESCENT LIGHTS		161.20
	735878548	CS- AIR FILTERS (2) HVAC CTC		83.67
	736027582	CS- AIR FILTERS (1) HVAC WWTP		47.20
	736027590	CS- AIR FILTERS (1) HVAC CTC		47.20
Total for Check Number 26418:				1,192.82
26419	10372	TIM R TRULL ELECTRIC INC	03/23/2023	
	4564	WTR- EMERGENCY TROUBLESHOOT WEL		2,536.23
	4655	WTR- EMERGENCY TROUBLESHOOT WEL		567.93
Total for Check Number 26419:				3,104.16
26420	10168	UNITY IT	03/23/2023	
	364902	TECH- SCADA SUPPORT		42.50
	364902	TECH- HDMI ADAPTER		14.99
	364902	TECH- MONTHLY TECH SUPPORT SERVICE		3,905.79
	364902	TECH- HP BUSINESS DESKTOP PRODESK 6		1,088.71
	364902	TECH- MONITOR (PD)		197.37
	364902	TECH- SCADA SUPPORT		42.50
	364902	TECH- 5G SWITCH		59.00
	364902	TECH- SALES TAX ON SWITCH & HDMI AD		8.83
	365019	TECH- 2 REPLACEMENT MONITORS FOR C		347.80
Total for Check Number 26420:				5,707.49
26421	10387	USA BLUE BOOK	03/23/2023	
	294470	WTR- CHLORINE RESIDUAL TESTER		687.13
Total for Check Number 26421:				687.13
26422	12371	EMILY VALENCIA	03/23/2023	
	00328503	CTC- LIONS PARK REFUND		100.00
Total for Check Number 26422:				100.00
26423	10406	WEST HILLS OIL INC	03/23/2023	
	254073	VE- DIESEL FUEL 305 GALLONS		1,582.05
Total for Check Number 26423:				1,582.05
26424	10413	YAMABE & HORN ENGINEERING INC	03/23/2023	
	48327	TRACT 6236		2,030.62
	48328	KUSD FIRST STREET EXTENSION		125.00
	48329	CWSRF WASTEWATER PLANNING GRANT		6,129.20
	48330	BWC INDUSTRIAL PROPERTY		387.50
	48331	TRACT 6293		1,788.42
	48332	EASTSIDE COMMUNITY PARK		2,980.00
	48333	TRACT 6302		77.50
	48334	SPR 19-16 JS WEST		387.50
	48335	VINELAND AVE REHAB- CALIFORNIA TO I		12,771.88
	48335	VINELAND AVE REHAB- CALIFORNIA TO I		1,654.74
	48336	KEARNEY BLVD REHAB- PARK TO DEL NC		201.55
	48336	KEARNEY BLVD REHAB- PARK TO DEL NC		1,555.60
	48337	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		764.19

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	48337	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		99.01
	48338	WELL NO 12 & 14 EMERGENCY GENERATC		982.50
	48339	NORTHWEST PARK		3,605.00
	48340	SPR 2021-08 PM 19-01 PARCEL B CAR WASI		77.50
	48341	SPR 2021-09 DUTCH BROS		77.50
	48342	FY 21-22 STREET REHABILITATION PROJEI		468.17
	48343	FY 21-22 STREET SEALING PROJECT		3,178.17
	48344	FY 22-23 GENERAL ENGINEERING		2,155.00
	48345	FY 22-23 GENERAL ENGINEERING- STREE		90.00
	48346	FY 22-23 GENERAL ENGINEERING- WATER		380.00
	48347	FY 22-23 GENERAL ENGINEERING- WATER		3,200.00
	48348	FY 22-23 GENERAL ENGINEERING- SEWER		3,200.00
	48349	BASIN C GROUNDWATER RECHARGE PRO		360.00
	48350	TPM 2022-01 SHAKTI		365.00
	48351	SISKIYOU AVE REHABILITATION- WHITES		427.05
	48351	SISKIYOU AVE REHABILITATION- WHITES		3,296.12
	48352	GOLDENROD AVE REHABILITATION - KEA		4,497.32
	48352	GOLDENROD AVE REHABILITATION - KEA		582.68
	48353	CALIFORNIA AVE SIDEWALK- 9TH TO VIN		175.29
	48353	CALIFORNIA AVE SIDEWALK- 9TH TO VIN		1,352.88
	48354	CLEAN CA DOWNTOWN CORRIDOR REVI		1,125.00
Total for Check Number 26424:				60,547.89
26425	12267 00327118	IRENE ZAMORA CTC- SH DEPOSIT 03/12/23	03/23/2023	100.00
Total for Check Number 26425:				100.00
Total for 3/23/2023:				347,646.95
26426	11493	24 / 7 PET VETS	03/30/2023	
	70536	AC- EMERGENCY EXAM FOR CANINE CAS		151.00
	70536	AC- DISCOUNT		-15.10
	70537	AC- EMERGENCY EXAM FOR CANINE EU1		243.00
	70537	AC- DISCOUNT		-24.30
	70548	AC- EMERGENCY EXAM FOR CANINE EU1		167.00
	70548	AC- DISCOUNT		-16.70
Total for Check Number 26426:				504.90
26427	11708 51174219	ALTEC INDUSTRIES INC VE REP- REPAIR BUCKET TRUCK	03/30/2023	411.32
Total for Check Number 26427:				411.32
26428	10617	C A REDING CO INC	03/30/2023	
	660639	REC- CTC- LANIER MP C307- JAN		113.24
	663956	REC- CTC- LANIER MP C307- FEB		49.98
	664606	ADM- LANIER/IM C8000-CONTRACT- MAR		71.65
	664606	ADM- LANIER/IM C8000-CONTRACT- MAR		71.65
	664606	ADM- LANIER/IM C8000-CONTRACT- MAR		5.73
	664606	ADM- LANIER/IM C8000-CONTRACT- MAR		71.65
	664606	ADM- LANIER/IM C8000-CONTRACT- MAR		22.92
	664606	ADM- LANIER/IM C8000-CONTRACT- MAR		43.00
Total for Check Number 26428:				449.82
26429	10078 0195001403-01	CALIFORNIA STATE DISBURSEMENT C WITHHOLDING ORDER P/R DATE 03/22/2	03/30/2023	319.93

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 26429:	319.93
26430	10082 INV114993	CARROT-TOP INDUSTRIES INC CS- 5X8 NYLON POW MIA (1)- PLAZA PARK	03/30/2023	172.46
			Total for Check Number 26430:	172.46
26431	11981 AO-39775-1	CENTRAL CALIFORNIA FOOD BANK CDBG- PURCHASE OF FOOD FOR COVID-1	03/30/2023	2,798.32
			Total for Check Number 26431:	2,798.32
26432	11498 166529897	COMCAST CABLE COMMUNICATIONS PD- DEC AND MARCH ETHERNET SERVICE	03/30/2023	1,444.59
			Total for Check Number 26432:	1,444.59
26433	12068 53514952	DXP ENTERPRISES INC SWR- PROGRESSIVE CAVITY PUMP FOR SI	03/30/2023	11,116.97
			Total for Check Number 26433:	11,116.97
26434	10144 PI0050485	ELBERT DISTRIBUTING INC VE SUPP- SERVICE & HEADLIGHT RESTOR	03/30/2023	473.86
			Total for Check Number 26434:	473.86
26435	10145 RS-Ri31401	ELECTRIC MOTOR SHOP SWR- NORD MOTOR FOR COMPATOR AT H	03/30/2023	1,144.60
			Total for Check Number 26435:	1,144.60
26436	11832 SI00472470 SI00472550	EPIC BUSINESS ESSENTIALS LLC CS- BUSINESS CARD HOLDER/ERASERS- F CS- CTC RENTALS FOLDER- CTC	03/30/2023	14.70 178.59
			Total for Check Number 26436:	193.29
26437	11398 FRES-97395	FASTSIGNS CS- PARK SIGN RULES/REG (4) SOROPTOM	03/30/2023	357.23
			Total for Check Number 26437:	357.23
26438	10157 1775085	FERGUSON ENTERPRISES INC WTR- SUPPLIES FOR WATER REPAIR	03/30/2023	575.86
			Total for Check Number 26438:	575.86
26439	11550 #2022-5723	FRESNO COUNTY SHERIFFS OFFICE - C FTB- WAGE GARNISHMENT P/R DATE- 0.	03/30/2023	137.00
			Total for Check Number 26439:	137.00
26440	12357 032023	DANZEL GEMPIS ADM- PD REFERRAL- GARCIA 2ND INSTAI	03/30/2023	250.00
			Total for Check Number 26440:	250.00
26441	10185 9646426974 9646473992 9646600289	GRAINGER CS- LIGHT LENS COVER (2) LIONS PARK R CS- VACUUM BELT- KPD CS- HAND CLEANER DISPENSER- ANIMAL	03/30/2023	112.97 2.75 56.73

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26441:				172.45
26442	11358	GREAT AMERICA FINANCIAL SERVICE	03/30/2023	
	33633277	PD- RECORDS COPIER/FAX AGREEMENT 0		304.78
	33633278	SWR- LANIER MPC307- WWTP		81.90
	33633278	WTR- LANIER MPC307- WWTP		81.91
	33633279	WTR- LANIER/MP5404 COPIER PUBLIC WC		107.89
	33633279	SWR- LANIER/MP5404 COPIER PUBLIC WC		107.89
Total for Check Number 26442:				684.37
26443	10191	H & J CHEVROLET INC	03/30/2023	
	VIN 59597	VE CAP- 2023 CHEV C25 GAS		45,195.65
Total for Check Number 26443:				45,195.65
26444	11761	JOHN JANSONS	03/30/2023	
	030923	ADM- CA LEAGUE OF CITIES MEETING MI		128.38
	031023	ADM- PARKING REIMBURSEMENT FOR CC		4.00
	040323	ADM- SUSTENANCE FOR LEAGUE OF CA C		88.00
Total for Check Number 26444:				220.38
26445	10485	JP AIR CONDITIONING & HEATING	03/30/2023	
	5066	CS- REPLACE CIRCUIT BOARD - CITY HAL		475.00
Total for Check Number 26445:				475.00
26446	10239	KERWEST INC	03/30/2023	
	23033	CAP STRTS- PROOF OF PUBLICATION- STA		770.00
	23034	CAP STRTS- PROOF OF PUBLICATION- KE/		770.00
Total for Check Number 26446:				1,540.00
26447	11142	KIMBALL MIDWEST	03/30/2023	
	100838380	SWR- FITTINGS		271.58
Total for Check Number 26447:				271.58
26448	10250	LIEBERT CASSIDY WHITMORE	03/30/2023	
	236552	ADM- ADMIN-HR PERSONNEL MATTER- 0		552.50
	236553	ADM- ADMIN-HR PERSONNEL MATTER- 0		339.50
Total for Check Number 26448:				892.00
26449	11746	LINE X OF CLOVIS	03/30/2023	
	3993	VE - TOOL BOXES FOR #1549		995.03
	3994	VE - LIGHT BAR FOR #1549		604.71
	3996	VE- TOOL BOXES FOR #1548		995.03
	3997	VE- LIGHT BAR FOR #1548		604.71
Total for Check Number 26449:				3,199.48
26450	10260	METRO UNIFORM & ACCESSORIES	03/30/2023	
	260366	PD- S. MENDOZA UNIFORM SGT PROMOTI		205.36
	260460	PD- SEW ON PATCH FOR UNIFORM J ARCK		95.32
Total for Check Number 26450:				300.68
26451	10266	MOORE TWINING ASSOCIATES INC	03/30/2023	
	3366283	WTR- 1 2 3 TCP TESTING		95.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 26451:				95.00
26452	10272	MUTUAL OF OMAHA	03/30/2023	
	001506836759	HR- APRIL LIFE INSURANCE		493.50
	001506836759	HR- APRIL VOLUNTARY LIFE		1,147.08
	001506836759	HR- APRIL LTD INS EMPLOYEE		566.76
	001506836759	HR- APRIL LTD INS EMPLOYER		566.76
Total for Check Number 26452:				2,774.10
26453	10282	OFFICE DEPOT	03/30/2023	
	275814417-001	CS- MISC CREDIT MEMO		-3.10
	300272546001	FIN- OFFICE SUPPLIES		62.32
	300272546001	FIN- OFFICE SUPPLIES		24.39
	300272546001	FIN- BOXES FOR RETENTION DOCUMENT		1.19
	300272546001	FIN- BOXES FOR RETENTION DOCUMENT		15.21
	300272546001	FIN- BOXES FOR RETENTION DOCUMENT		5.95
	300272546001	FIN- OFFICE SUPPLIES		46.05
	300272546001	FIN- OFFICE SUPPLIES		4.87
	300272546001	FIN- BOXES FOR RETENTION DOCUMENT		11.24
	301546453001	CS- TONER-CTC		270.48
	301546453001	CS- ERASERS-RA		4.17
	301552330001	CS- X-ACTO KNIVE (2) SC		15.23
Total for Check Number 26453:				458.00
26454	10289	P.G.& E.	03/30/2023	
	3920400666-0	STRT- MONTHLY SERVICE 02/15/23-03/16/23		4,498.55
	3920400666-0	STRT- ELECTRIC CORRECTION		-1.84
	6039473144-6	CS- TRINIS PARK FEB 2023		46.78
	6206788690-3	CS- CS ELECTRICITY & GAS FEB 2023		130.00
	6206788690-3	CS- CS ELECTRICITY & GAS FEB 2023- COI		2,020.41
	6206788690-3	CS- CS ELECTRICITY & GAS FEB 2023		2,245.94
	6206788690-3	CS- CS ELECTRICITY & GAS FEB 2023		1,935.14
Total for Check Number 26454:				10,874.98
26455	12342	MARIA PACHECO	03/30/2023	
	040323	CC- MILEAGE 328 MILES AT 65.5 PER MILE		214.84
	040323	CC- SUSTENANCE FOR LEAGUE OF CA CIT		88.00
Total for Check Number 26455:				302.84
26456	12365	PHIL PEREZ OR CITY OF KERMAN	03/30/2023	
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		1.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		1.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		14.28
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		7.14
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		2.86
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		12.85
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		3.57
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		2.86
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		3.57
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		2.86
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		1.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		3.57
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		14.28
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		2.86
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		3.57
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		2.86

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		2.86
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		7.14
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		1.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		1.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		1.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		1.43
	022823	PROFESSIONAL PICTURES FOR WEBSITE-		2.86
Total for Check Number 26456:				100.00
26457	10305	PITNEY BOWES BANK INC PURCHASI	03/30/2023	
	8000-9090-0159-	VAR- POSTAGE FOR METER		197.88
	8000-9090-0159-	VAR- POSTAGE FOR METER		2.22
	8000-9090-0159-	VAR- POSTAGE FOR METER		114.69
	8000-9090-0159-	VAR- POSTAGE FOR METER		440.54
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.60
	8000-9090-0159-	VAR- POSTAGE FOR METER		8.70
	8000-9090-0159-	VAR- POSTAGE FOR METER		160.98
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.60
	8000-9090-0159-	VAR- POSTAGE FOR METER		16.80
	8000-9090-0159-	VAR- POSTAGE FOR METER		49.20
Total for Check Number 26457:				992.21
26458	10315	QUINN COMPANY	03/30/2023	
	PC000537608	VE EQUIP- PARTS FOR CAT BACKHOE		89.04
	PC000537609	VE EQUIP- PARTS FOR CAT BACKHOE		59.52
Total for Check Number 26458:				148.56
26459	11772	RELIABLE TRANSLATIONS, INC	03/30/2023	
	24319	BPO- PC TRANSCRIPTION OF 03/13/23 MEE		760.00
Total for Check Number 26459:				760.00
26460	10324	RIVERSIDE NURSERY & LANDSCAPE	03/30/2023	
	1627	MEDIANS- PLANTS STAKES TAPE FOR ME		739.63
	1629	MEDIANS- 40 DAY LILY PLANTS		272.10
Total for Check Number 26460:				1,011.73
26461	10331	SEBASTIAN	03/30/2023	
	32832	BLDG- TROUBLESHOOT VOLTAGE ISSUE-		200.00
Total for Check Number 26461:				200.00
26462	12377	ESTEFANIE SEGURA	03/30/2023	
	333447	FIN- REFUND FOR OVERCHARGE ON DOG		17.00
Total for Check Number 26462:				17.00
26463	10862	SIGNMAX	03/30/2023	
	0040408-IN	VE REP- DECALS #1408		16.26
	0043255-IN	ST SIGN RPL- STOP AHEAD SIGNS		317.46
Total for Check Number 26463:				333.72
26464	11650	SITEONE LANDSCAPE SUPPLY COMP/	03/30/2023	
	127394578-001	STRTS- PROSECUTOR HERBICIDE		395.80
	127396284-001	MEDIANS- VALVES & BOXES/LIDS		381.94
	127396361-001	PARKS- CONTROLLERS & SOLENOIDS		956.43
	127396487-001	LLD- POP-UP SPRAYERS NOZZLES		864.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	127548313-001	LLD- SPRAYERS CEMENT FITTINGS NOZZ		1,665.42
	127548313-001	LLD- CREDIT SPRAYERS 127396487-001		-738.50
	127818756-001	LLD- IRRIGATION SUPPLIES		629.17
Total for Check Number 26464:				4,155.16
26465	10337 032423	SLUMBERGER LUMBER PD- RATCHET DRIVE SOCKETS AND KEYS	03/30/2023	64.56
Total for Check Number 26465:				64.56
26466	12368 31866	SPECIALTY HOSE EXPRESS LLC VE EQUIP- BUNA GASKET FOR MUD VAC	03/30/2023	7.41
Total for Check Number 26466:				7.41
26467	11907 INV-010557 INV-010557 INV-010557	SPRINGBROOK HOLDING COMPANY I FIN- MONTHLY WEB PAYMENTS SEPT 2022 FIN- MONTHLY WEB PAYMENTS SEPT 2022 FIN- MONTHLY WEB PAYMENTS SEPT 2022	03/30/2023	558.63 154.55 436.82
Total for Check Number 26467:				1,150.00
26468	11162 04010648	STATEWIDE TRAFFIC SAFETY & SIGN STRTS- CONES & ASPHALT PATCH	03/30/2023	691.73
Total for Check Number 26468:				691.73
26469	10360 2005132	TERRY JOHNSON TRUCKING SD- 25.24 TONS FILL SAND	03/30/2023	724.76
Total for Check Number 26469:				724.76
26470	10015 80899 80899 80899 80899 80936 80936	THE ADVANCE GROUP CS- PARKS & REC BUSINESS CARDS CS- PARKS & REC BUSINESS CARDS CS- PARKS & REC BUSINESS CARDS CS- PARKS & REC BUSINESS CARDS PD- KPD INFORMATION EXCHANGE FORM PD- DISCOUNT OF \$9.26 IF PAID BY 04/02/2	03/30/2023	97.29 194.56 97.29 194.56 530.00 -9.26
Total for Check Number 26470:				1,104.44
26471	12178 118987 121561	VALLEY ANIMAL CENTER SPAY & NE AC- EUTHANASIA OF CANINE 65-85 CASE AC- EUTHANASIA OF CANINE 65-85 CASE	03/30/2023	88.00 88.00
Total for Check Number 26471:				176.00
26472	11776 0051243-IN	WECO INDUSTRIES LLC VE EQUIP- CUTTER BLADES	03/30/2023	227.56
Total for Check Number 26472:				227.56
26473	10406 76589 76589	WEST HILLS OIL INC VE- ACT PROGRAM - PD VE- FUEL FEB 16-28	03/30/2023	269.42 5,406.53
Total for Check Number 26473:				5,675.95
Total for 3/30/2023:				105,347.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
26474	BP-JOSE1 032223	JOSEPH CROWN CONSTRUCTION	03/31/2023	
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15821 W		786.00
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15782 W		556.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15792 W		725.75
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15806 W		718.00
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15838 W		490.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT-15937 W		687.50
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15871 W		652.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15793 W		687.50
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15783 W		474.50
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 146 N A		687.50
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15828 W		556.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 194 N A		718.00
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 232 N A		584.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 122 N A		687.50
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15792 W		624.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15807 W		786.00
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15820 W		556.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15805 W		718.00
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15860 W		490.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 98 N AL		687.50
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15848 W		718.00
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 206 N A		652.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15795 W		624.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15793 W		725.75
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15847 W		786.00
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15928 W		556.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 158 N A		687.50
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15805 W		718.00
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15938 W		556.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 218 N A		718.00
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 134 N A		652.25
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 15833 W		687.50
	TRACT 6236	BPO- C & D RECYCLING DEPOSIT- 110 N A		652.25
Total for Check Number 26474:				21,608.00
26475	BP-GONZ 21-RES-0082	PEDRO GONZALEZ	03/31/2023	
		BPO- C & D RECYCLING DEPOSIT- 538 SISI		750.50
Total for Check Number 26475:				750.50
Total for 3/31/2023:				22,358.50
26476	10188 9331209618	GRAYBAR ELECTRONIC CO	04/03/2023	
		CAP- PD GUN RANGE LIGHTS		13,528.04
Total for Check Number 26476:				13,528.04
Total for 4/3/2023:				13,528.04
Report Total (157 checks):				791,955.55

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 4/6/2023 1:42 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	03/10/2023	
	031023	C PR TAX DEPOSIT- 03/10/23- SDI PAYABLE		1,727.57
	031023	C PR TAX DEPOSIT- 03/10/23- SIT PAYABLE		3,940.68
Total for this ACH Check for Vendor 10147:				5,668.25
ACH	10517	FEDERAL TAXES PAYROLL	03/10/2023	
	031023	C PAYROLL TAX DEPOSIT 03/10/23- FIT PAY		12,822.31
	031023	C PAYROLL TAX DEPOSIT 03/10/23- FICA P/		23,930.32
	031023	C PAYROLL TAX DEPOSIT 03/10/23- FICA M		5,596.40
Total for this ACH Check for Vendor 10517:				42,349.03
ACH	10518	KERMAN POLICE OFFICERS ASSN	03/10/2023	
	031023	C MEMBERSHIP DUES- 03/10/23		735.50
Total for this ACH Check for Vendor 10518:				735.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	03/10/2023	
	031023	C MEMBERSHIP DUES- 03/10/23		157.50
Total for this ACH Check for Vendor 10519:				157.50
ACH	10520	ICMA-RC	03/10/2023	
	031023	C DEFERRED COMP- 03/10/23		2,667.40
Total for this ACH Check for Vendor 10520:				2,667.40
ACH	10522	CALPERS	03/10/2023	
	031023	C EMPLOYER PAID CONTRIBUTIONS- 03/1		15,672.23
	031023	EMPLOYEE PAID CONTRIBUTIONS		12,418.28
Total for this ACH Check for Vendor 10522:				28,090.51
Total for 3/10/2023:				79,668.19
Report Total (6 checks):				79,668.19

CITY OF KERMAN
CD/Securities Portfolio
As of February 28, 2023

Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
CD's:										
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00	(98,000.00)		-	-	1,117.74
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00	(98,000.00)		-		1,539.27
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00	(51,000.00)		-	-	1,351.50
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00			96,000.00	95,802.12	1,443.95
Morgan Staley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00			240,000.00	238,716.00	7,920.00
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00			97,000.00	96,370.47	3,201.00
UBS Bank Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00			98,000.00	97,081.74	2,203.67
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	47,159.04	1,512.00
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00			248,000.00	238,370.30	1,937.80
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00			205,000.00	199,165.70	2,620.91
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00			245,000.00	222,673.23	3,500.81
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	239,401.75	4,053.58
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	239,401.75	4,053.58
Customers Bank Phoenixville PA	615-030525-245	4.70%	2/16/23	8/16/24		250,000.00		250,000.00	248,692.50	-
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24		249,000.00		249,000.00	246,238.59	3,650.08
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	227,706.64	1,375.21
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	236,292.70	4,114.99
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25		245,000.00		245,000.00	236,937.05	-
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	239,339.84	627.62
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24		500,000.00		500,000.00	490,125.00	-
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25		500,000.00		500,000.00	495,175.00	-
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26		500,000.00		500,000.00	493,385.00	-
Total CD's		Average Rate	3.23%		2,756,000.00	1,997,000.00	-	4,753,000.00	4,628,034.42	46,250.45

CITY OF KERMAN
CD/Securities Portfolio
As of February 28, 2023

Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
Securities America Sweep Program										
	Beginning Balance				0.01			0.01		
	Transfers In/(Out)		7/5/22			269.84		269.84		
			7/12/22			3,927.45		3,927.45		
			7/15/22			0.02		0.02		
			7/26/22			1,117.74		1,117.74		
			7/26/22			98,000.00		98,000.00		
			8/15/22			(278.84)		(278.84)		
			8/31/22			(103,036.22)		(103,036.22)		
			9/27/22			2,844.31		2,844.31		
			10/19/22			(2,844.25)		(2,844.25)		
			10/27/22			(0.06)		(0.06)		
			10/31/22			2,621.00		2,621.00		
			11/7/22			278.83		278.83		
			11/15/22			920.21		920.21		
			11/28/22			1,375.21		1,375.21		
			11/28/22			(3,820.04)		(3,820.04)		
			12/5/22			3,500.81		3,500.81		
			12/6/22			269.84		269.84		
			12/15/22			891.14		891.14		
			12/27/22			(6,037.55)		(6,037.55)		
			12/27/22			0.55		0.55		
			1/13/23			4,271.56		4,271.56		
			1/18/23			919.94		919.94		
			1/30/23			(5,191.50)		(5,191.50)		
			1/31/23			0.64		0.64		
			2/6/23			1,613.65		1,613.65		
			2/7/23			1,041.04		1,041.04		
			2/9/23			51,681.30		51,681.30		
			2/15/23			923.67		923.67		
			2/16/23			(55,264.54)		(55,264.54)		
			2/24/23			4.24		4.24		
			2/27/23			4.24		4.24		
					0.01	4.23	-	4.24	4.24	-

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
Local Agency Investment Fund										
Beginning Balance	98-10-400				11,958,206.80			11,958,206.80		-
	Interest	0.33%	7/15/22			22,388.27		22,388.27		22,388.27
		1.35%	10/14/22			40,765.56		40,765.56		40,765.56
		2.07%	1/13/23			62,799.19		62,799.19		62,799.19
								-		
								-		
	Transfers In/(Out)							-		
								-		
								-		
	Total - LAIF	1.25%			11,958,206.80	125,953.02	-	12,084,159.82	12,084,159.82	125,953.02
Central Valley Money Market Acct										
Beginning Balance	015030960				3,138,035.16			3,138,035.16		
	Interest		7/11/22			68.78		68.78		68.78
			7/29/22			130.68		130.68		130.68
			8/31/22			226.98		226.98		226.98
			9/30/22			206.36		206.36		206.36
			10/31/22			213.26		213.26		213.26
			11/30/22			206.39		206.39		206.39
			12/31/22			206.41		206.41		206.41
			1/31/23			220.18		220.18		220.18
			2/28/23			192.67		192.67		192.67
	Transfers In/(Out)							-		
								-		
								-		
		0.08%						-		
					3,138,035.16	1,671.71	-	3,139,706.87	3,139,706.87	1,671.71
Subtotal All City Investments										
		1.52%			17,852,241.96	2,124,624.73	-	19,976,866.69	19,851,901.11	173,875.18
				Total Investments	17,852,241.97	2,124,628.96	-	19,976,870.93	19,851,905.35	173,875.18
								Market Value Adjustment	(124,965.58)	
								2,124,628.96		
								2,124,628.96		
								-		

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

Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
CD's:										
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00	(98,000.00)		-	-	1,117.74
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00	(98,000.00)		-		1,539.27
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00	(51,000.00)		-	-	1,351.50
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00			96,000.00	95,895.36	1,443.95
Morgan Staley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00			240,000.00	238,804.80	7,920.00
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00			97,000.00	96,418.97	3,201.00
UBS Bank Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00			98,000.00	97,162.10	2,455.52
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	47,211.36	1,512.00
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00			248,000.00	239,912.72	3,844.00
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00			205,000.00	199,573.65	2,620.91
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00			245,000.00	238,816.20	3,500.81
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	239,779.05	4,053.58
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	239,779.05	4,053.58
Customers Bank Phoenixville PA	615-030525-245	4.70%	2/16/23	8/16/24		250,000.00		250,000.00	248,835.00	-
Charles Schwab Bank	615-030525-245	5.20%	3/7/23	9/16/24		250,000.00		250,000.00	250,567.50	-
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24		249,000.00		249,000.00	246,519.96	4,480.99
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	228,690.72	1,375.21
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	236,790.05	4,114.99
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25		245,000.00		245,000.00	237,196.75	4,313.01
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	223,427.70	1,245.00
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24		500,000.00		500,000.00	494,125.00	10,000.00
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25		500,000.00		500,000.00	498,080.00	-
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26		500,000.00		500,000.00	497,440.00	-
Total CD's		Average Rate	3.33%		2,756,000.00	2,247,000.00	-	5,003,000.00	4,895,025.94	64,171.45

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

Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
Securities America Sweep Program										
	Beginning Balance				0.01			0.01		
	Transfers In/(Out)		7/5/22			269.84		269.84		
			7/12/22			3,927.45		3,927.45		
			7/15/22			0.02		0.02		
			7/26/22			1,117.74		1,117.74		
			7/26/22			98,000.00		98,000.00		
			8/15/22			(278.84)		(278.84)		
			8/31/22			(103,036.22)		(103,036.22)		
			9/27/22			2,844.31		2,844.31		
			10/19/22			(2,844.25)		(2,844.25)		
			10/27/22			(0.06)		(0.06)		
			10/31/22			2,621.00		2,621.00		
			11/7/22			278.83		278.83		
			11/15/22			920.21		920.21		
			11/28/22			1,375.21		1,375.21		
			11/28/22			(3,820.04)		(3,820.04)		
			12/5/22			3,500.81		3,500.81		
			12/6/22			269.84		269.84		
			12/15/22			891.14		891.14		
			12/27/22			(6,037.55)		(6,037.55)		
			12/27/22			0.55		0.55		
			1/13/23			4,271.56		4,271.56		
			1/18/23			919.94		919.94		
			1/30/23			(5,191.50)		(5,191.50)		
			1/31/23			0.64		0.64		
			2/6/23			1,613.65		1,613.65		
			2/7/23			1,041.04		1,041.04		
			2/9/23			51,681.30		51,681.30		
			2/15/23			923.67		923.67		
			2/16/23			(55,264.54)		(55,264.54)		
			2/24/23			4.24		4.24		
			2/27/23			4.24		4.24		
			3/7/23			251.85		251.85		
			3/10/23			1,906.20		1,906.20		
			3/15/23			831.11		831.11		
			3/21/23			4,313.01		4,313.01		
			3/24/23			10,000.00		10,000.00		
			3/28/23			(17,307.86)		(17,307.86)		
			3/28/23			1.45		1.45		
			3/29/23			1.45		1.45		
					0.01	1.44	-	1.45	1.45	-

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

Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2022 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2023 Book Balance	Fair Value	Interest Paid
Local Agency Investment Fund										
Beginning Balance	98-10-400				11,958,206.80			11,958,206.80		-
	Interest	0.33%	7/15/22			22,388.27		22,388.27		22,388.27
		1.35%	10/14/22			40,765.56		40,765.56		40,765.56
		2.07%	1/13/23			62,799.19		62,799.19		62,799.19
								-		
								-		
	Transfers In/(Out)							-		
								-		
								-		
Total - LAIF		1.25%			11,958,206.80	125,953.02	-	12,084,159.82	12,084,159.82	125,953.02
Central Valley Money Market Acct										
Beginning Balance	015030960				3,138,035.16			3,138,035.16		
	Interest		7/11/22			68.78		68.78		68.78
			7/29/22			130.68		130.68		130.68
			8/31/22			226.98		226.98		226.98
			9/30/22			206.36		206.36		206.36
			10/31/22			213.26		213.26		213.26
			11/30/22			206.39		206.39		206.39
			12/31/22			206.41		206.41		206.41
			1/31/23			220.18		220.18		220.18
			2/28/23			192.67		192.67		192.67
			3/31/23			213.33		213.33		213.33
	Transfers In/(Out)							-		
								-		
								-		
		0.08%						-		
					3,138,035.16	1,885.04	-	3,139,920.20	3,139,920.20	1,885.04
Subtotal All City Investments		1.55%			17,852,241.96	2,374,838.06	-	20,227,080.02	20,119,105.96	192,009.51
Total Investments					17,852,241.97	2,374,839.50	-	20,227,081.47	20,119,107.41	192,009.51
								Market Value Adjustment	(107,974.06)	
								2,374,839.50		
								2,374,839.50		
								-		



STAFF REPORT

MEETING DATE: April 12, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Professional Services with PBK Architects for Community Safety Center/Police Station Feasibility Work (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving a contract for professional services with PBK Architects for Community Safety Center/Police Station Feasibility Work in an amount not to exceed \$30,000.

EXECUTIVE SUMMARY: In July 2021 the City of Kerman entered into a contract with PBK to perform a Needs Assessment for development of a new Community Safety Center/Police Station facility. On September 14, 2022 PBK presented their final findings and report to the City.

The City approved of and was satisfied with the work completed by PBK.

Following the completion of the study, the City determined that due to cost considerations, it would be beneficial to examine an alternative site for the proposed facility.

The contract presented will allow for architectural services and cost estimating to examine an alternative sites for the development of a Community Safety Center/Police Station facility.

FISCAL IMPACT: This contract in the amount of \$30,000 will be funded with Measure M, Capital Building Projects funds.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 23-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A CONTRACT FOR PROFESSIONAL SERVICES WITH PBK ARCHITECTS FOR COMMUNITY SAFETY CENTER/POLICE STATION FEASIBILITY WORK

WHEREAS, Consultant submitted a proposal, dated May 14, 2021, in response to the City's request for qualifications/proposals for a prior Needs Assessment which included preferred site consideration and alternative site consideration as a separate phase as needed.

WHEREAS, in July 2021 the City of Kerman entered into a contract with PBK to perform a Needs assessment for development of a new Community Safety Center/Police Station facility, and

WHEREAS, on September 14, 2022 PBK presented their final findings and report to the City; and

WHEREAS, the City approved of and was satisfied with the work completed by PBK; and

WHEREAS, following the completion of the study the City has determined that it requires architectural services and cost estimating to examine alternative sites for Police Station development; and

WHEREAS, Consultant is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors;

WHEREAS, this new contract will authorize work to analyze the feasibility of the Alternative Site.

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

- Section 1. The above recitals are true and correct and are incorporated herein by reference.
- Section 2. The City Council approves of Contract (Exhibit A) for Professional Service with PBK Architects in the amount of \$30,000 for community safety center/police station feasibility work.
- Section 3. The City Manager is hereby authorized to execute the Contract.
- Section 4. This Resolution is effective upon its adoption.

The foregoing resolution was considered by the City Council to the City of Kerman at a regular meeting of said Council held on 12th day of April 2023 and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN THE CITY OF KERMAN AND PBK ARCHITECTS**

THIS PROFESSIONAL SERVICES AGREEMENT ("Agreement") is made and entered into this 12th day of April, 2023 (hereinafter, the "Effective Date"), by and between the CITY OF KERMAN, a municipal corporation ("CITY") and PBK ARCHITECTS ("CONSULTANT"). For the purposes of this Agreement, CITY and CONSULTANT may be referred to collectively by the capitalized term "Parties." The capitalized term "Party" may refer to CITY or CONSULTANT interchangeably.

RECITALS

WHEREAS, CITY has determined that it requires architectural services and cost estimating to examine alternative sites for Police Station development, and

WHEREAS, such services benefit CITY by providing a utilization of the developed Needs Assessment into facility programming, and

WHEREAS, CONSULTANT represents that it is fully qualified to perform such professional services by virtue of its experience and the training, education and expertise of its principals, employees, and subcontractors;

WHEREAS, CONSULTANT further represents that it is willing to accept responsibility for performing such services in accordance with the terms and conditions set forth in this Agreement;

WHEREAS, CONSULTANT submitted a proposal, dated May 14, 2021, in response to the City's request for qualifications/proposals for a prior Needs Assessment which included preferred site consideration and alternative site consideration as a separate phase as needed.

NOW, THEREFORE, for and in consideration of the foregoing recitals and mutual covenants and conditions herein contained, CITY and CONSULTANT agree as follows:

I.
ENGAGEMENT TERMS

1.1 SCOPE OF SERVICES:

- A. Subject to the terms and conditions set forth in this Agreement and all exhibits attached and incorporated hereto, CONSULTANT agrees to perform the services and tasks set forth in Exhibit "A" (hereinafter referred to as the "Scope of Services").

- B. CONSULTANT agrees to furnish to CITY all labor, materials, tools, supplies, equipment, services, tasks and incidental and customary work necessary to competently perform and timely complete the services and tasks set forth in the Scope of Services.
- C. For the purposes of this Agreement the aforementioned services and tasks set forth in the Scope of Services shall hereinafter be referred to generally by the capitalized term "Work."
- D. Work performed by CONSULTANT under this Agreement shall be limited to the tasks assigned to CONSULTANT pursuant to CITY.

1.2 TERM:

- A. This Agreement shall have a term commencing on the Effective Date and expiring on April 12, 2024.
- B. This Agreement shall not exceed one year. CONSULTANT may ask and CITY may grant an extension based on extenuating circumstances, notwithstanding provisions provided under Section 5 below.
- C. Nothing in this Subsection 1.2 shall operate to prohibit or otherwise restrict CITY right to terminate this Agreement at any time for convenience or for cause as provided herein.

1.3 COMPENSATION:

- A. Generally, CONSULTANT shall perform all of the various services and tasks that comprise the work in accordance with the hourly compensation schedule included in Exhibit "B" on a Time and Material basis.
- B. CONSULTANT's total compensation during the Term of this Agreement shall not exceed the budgeted aggregate sum of Thirty Thousand Dollars (\$30,000), (hereinafter, the "Not-to-Exceed Sum"), unless such added expenditure is first approved by the CITY. In the event CONSULTANT's charges are projected to exceed the Not-to-Exceed Sum prior to the expiration of the Term or any single extension term, CONSULTANT shall give notice to CITY of such projection. CITY may suspend CONSULTANT's performance pending CITY approval of any anticipated expenditures in excess of the Not-to-Exceed Sum or any other CITY-approved amendment to the compensation terms of this Agreement.

- 1.4 PAYMENT OF COMPENSATION: Following the conclusion of each calendar month, CONSULTANT shall submit to CITY an itemized invoice indicating the services and tasks performed during the recently concluded calendar month, including services and tasks performed and the reimbursable out-of-pocket expenses incurred. If the amount of CONSULTANT's monthly compensation is a function of hours worked by CONSULTANT's personnel, the invoice shall indicate the number of hours worked in the recently concluded

calendar month, the persons responsible for performing the Work, the rate of compensation at which such services and tasks were performed, the subtotal for each task and service performed and a grand total for all services performed. Within thirty (30) calendar days of receipt of each invoice, CITY shall notify CONSULTANT in writing of any disputed amounts included in the invoice. Within forty-five (45) calendar day of receipt of each invoice, CITY shall pay all undisputed amounts included on the invoice. CITY shall not withhold applicable taxes or other authorized deductions from payments made to CONSULTANT.

- 1.5 ACCOUNTING RECORDS: CONSULTANT shall maintain complete and accurate records with respect to all matters covered under this Agreement for a period of three (3) years after the expiration or termination of this Agreement. CITY shall have the right to access and examine such records, without charge, during normal business hours. CITY shall further have the right to audit such records, to make transcripts therefrom and to inspect all program data, documents, proceedings, and activities.
- 1.6 ABANDONMENT BY CONSULTANT: In the event CONSULTANT ceases to perform the Work agreed to under this Agreement for a period of forty-five (45) days or otherwise abandons the undertaking contemplated herein prior to the expiration of this Agreement or prior to completion of any or all tasks set forth in the Scope of Services, CONSULTANT shall deliver to CITY immediately and without delay, all materials, records and other work product prepared or obtained by CONSULTANT in the performance of this Agreement. Furthermore, CONSULTANT shall only be compensated for the reasonable value of the services, tasks and other work performed up to the time of cessation or abandonment, less a deduction for any damages, costs or additional expenses which CITY may incur as a result of CONSULTANT's cessation or abandonment.

II.

PERFORMANCE OF AGREEMENT

- 2.1 CITY'S REPRESENTATIVES: The CITY hereby designates the City Manager or Designee (hereinafter, the "CITY Representatives") to act as its representatives for the performance of this Agreement. The City Manager shall be the chief CITY Representative. The CITY Representatives or their designee shall act on behalf of the CITY for all purposes under this Agreement. CONSULTANT shall not accept directions or orders from any person other than the CITY Representatives or their designee.
- 2.2 CONSULTANT REPRESENTATIVE: CONSULTANT hereby designates Max Medina, AIA, Managing Partner to act as its representative for the performance of this Agreement (hereinafter, "CONSULTANT Representative"). CONSULTANT Representative shall have full authority to represent and act on behalf of the CONSULTANT for all purposes under this Agreement. CONSULTANT Representative or his designee shall supervise and direct the performance of the Work, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory

coordination of all portions of the Work under this Agreement. Notice to the CONSULTANT Representative shall constitute notice to CONSULTANT.

2.3 COORDINATION OF SERVICE: CONFORMANCE WITH REQUIREMENTS: CONSULTANT agrees to work closely with CITY staff in the performance of the Work and this Agreement and shall be available to CITY staff and the CITY Representatives at all reasonable times. All work prepared by CONSULTANT shall be subject to inspection and approval by CITY Representatives or their designees.

2.4 STANDARD OF CARE; PERFORMANCE OF EMPLOYEES: CONSULTANT represents, acknowledges and agrees to the following:

- A. CONSULTANT shall perform all Work skillfully, competently and to the highest standards of CONSULTANT's profession;
- B. CONSULTANT shall perform all Work in a manner reasonably satisfactory to the CITY
- C. CONSULTANT shall comply with all applicable federal, state and local laws and regulations, including the conflict of interest provisions of Government Code Section 1090 and the Political Reform Act (Government Code Section 81000 et seq.);
- D. CONSULTANT understands the nature and scope of the Work to be performed under this Agreement as well as any and all schedules of performance;
- E. All of CONSULTANT's employees and agents possess sufficient skill, knowledge, training and experience to perform those services and tasks assigned to them by CONSULTANT; and
- F. All of CONSULTANT's employees and agents (including but not limited subcontractors and sub-consultants) possess all licenses, permits, certificates, qualifications and approvals of whatever nature that are legally required to perform the tasks and services contemplated under this Agreement and all such licenses, permits, certificates, qualifications and approvals shall be maintained throughout the term of this Agreement and made available to CITY for copying and inspection. The Parties acknowledge and agree that CONSULTANT shall perform, at CONSULTANT's own cost and expense and without any reimbursement from CITY, any services necessary to correct any errors or omissions caused by CONSULTANT's failure to comply with the standard of care set forth under this Section or by any like failure on the part of CONSULTANT's employees, agents, contractors, subcontractors and sub-consultants. Such effort by CONSULTANT to correct any errors or omissions shall be commenced immediately upon their discovery by either Party and shall be completed within seven (7) calendars days from the date of discovery or such other extended period of time authorized by the CITY Representatives in writing and in their sole and absolute discretion. The Parties acknowledge and agree that CITY's acceptance of any work performed by CONSULTANT or on CONSULTANT's behalf shall not constitute

a release of any deficiency or delay in performance. The Parties further acknowledge, understand and agree that CITY has relied upon the foregoing representations of CONSULTANT, including but not limited to the representation that CONSULTANT possesses the skills, training, knowledge and experience necessary to perform the Work skillfully, competently and to the highest standards of CONSULTANT's profession.

- 2.5 **ASSIGNMENT:** The skills, training, knowledge and experience of CONSULTANT are material to CITY's willingness to enter into this Agreement. Accordingly, CITY has an interest in the qualifications and capabilities of the person(s) who will perform the services and tasks to be undertaken by CONSULTANT or on behalf of CONSULTANT in the performance of this Agreement. In recognition of this interest, CONSULTANT agrees that it shall not assign or transfer, either directly or indirectly or by operation of law, this Agreement or the performance of any of CONSULTANT's duties or obligations under this Agreement without the prior written assignment or transfer shall be ineffective, null and void and shall constitute a material breach of this Agreement.
- 2.6 **CONTROL AND PAYMENT OF SUBORDINATES; INDEPENDENT CONTRACTOR:** The Work shall be performed by CONSULTANT or under CONSULTANT's strict supervision. CONSULTANT will determine the means, methods and details of performing the Work subject to the requirements of this Agreement. CITY retains CONSULTANT on an independent consultant basis and not as an employee. CONSULTANT reserves the right to perform similar or different services for other principals during the term of this Agreement, provided such work does not unduly interfere with CONSULTANT's competent and timely performance of the Work contemplated under this Agreement and provided the performance of such services does not result in the unauthorized disclosure of CITY's confidential or proprietary information. Any additional personnel performing the Work under this Agreement on behalf of CONSULTANT are not employees of CITY and shall at all times be under CONSULTANT's exclusive direction and control. CONSULTANT shall pay all wages, salaries and other amounts due such personnel and shall assume responsibility for all benefits, payroll taxes, Social Security and Medicare payments and the like. CONSULTANT shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: Social Security taxes, income tax withholding, unemployment insurance, disability insurance, workers' compensation insurance and the like.
- 2.7 **REMOVAL OF EMPLOYEES OR AGENTS:** If any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants is determined by the CITY Representatives to be uncooperative, incompetent, a threat to the adequate or timely performance of the tasks assigned to CONSULTANT, a threat to persons or property, or if any of CONSULTANT's officers, employees, agents, contractors, subcontractors or sub-consultants fail or refuse to perform the Work in a manner acceptable to the CITY, at CITY's request such officer, employee, agent, contractor, sub-consultant or sub-consultant shall be promptly removed by CONSULTANT and shall not be re-assigned to perform any of the Work.

- 2.8 COMPLIANCE WITH LAWS: CONSULTANT shall keep itself informed of and in compliance with all applicable federal, State or local laws to the extent such laws control or otherwise govern the performance of the Work. CONSULTANT's compliance with applicable laws shall include without limitation compliance with all applicable Cal/OSHA requirements.
- 2.9 NON-DISCRIMINATION: In the performance of this Agreement, CONSULTANT shall not discriminate against any employee, subcontractor, sub-consultant, or applicant for employment because of race, color, creed, religion, sex, marital status, sexual orientation, national origin, ancestry, age, physical or mental disability or medical condition. that CONSULTANT and all persons retained or employed by CONSULTANT are, and shall at all times remain, wholly independent contractors and are not officials, officers, employees, departments or subdivisions of CITY. CONSULTANT shall be solely responsible for the negligent acts and/or omissions of its employees, agents, contractors, subcontractors and sub-consultants. CONSULTANT and all persons retained or employed by CONSULTANT shall have no authority, express or implied, to bind CITY in any manner, nor to incur any obligation, debt or liability of any kind on behalf of, or against, CITY, whether by contract or otherwise, unless such authority is expressly conferred to CONSULTANT under this Agreement or is otherwise expressly conferred by CITY in writing.

III. INSURANCE

- 3.1 DUTY TO PROCURE AND MAINTAIN INSURANCE: Prior to the beginning of and throughout the duration of the Work, CONSULTANT will procure and maintain policies of insurance that meet the requirements and specifications set forth under this Article. CONSULTANT shall procure and maintain the following insurance coverage, at its own expense:
- A. Commercial General Liability Insurance: CONSULTANT shall procure and maintain Commercial General Liability Insurance ("CGL Coverage") as broad as Insurance Services Office Commercial General Liability coverage (occurrence Form CG 0001) or its equivalent. Such CGL Coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and Two Million Dollars (\$2,000,000.00) in the general aggregate for bodily injury, personal injury, property damage, operations, products and completed operations, and contractual liability.
 - B. Automobile Liability Insurance: CONSULTANT shall procure and maintain Automobile Liability Insurance as broad as Insurance Services Office Form Number CA 0001 covering Automobile Liability, Code 1 (any auto). Such Automobile Liability Insurance shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury and property damage.
 - C. Workers' Compensation Insurance/ Employer's Liability Insurance: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both

CONSULTANT and CITY against any loss, claim or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by CONSULTANT in the course of carrying out the Work contemplated in this Agreement. three (3) years thereafter, CONSULTANT shall procure and maintain Errors and Omissions Liability Insurance appropriate to CONSULTANT's profession. Such coverage shall have minimum limits of no less than One Million Dollars (\$1,000,000.00) per occurrence and shall be endorsed to include contractual liability.

- 3.2 ADDITIONAL INSURED REQUIREMENTS: The CGL Coverage and the Automobile Liability Insurance shall contain an endorsement naming the CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers as additional insureds.
- 3.3 REQUIRED CARRIER RATING: All varieties of insurance required under this Agreement shall be procured from insurers admitted in the State of California and authorized to issue policies directly to California insureds. Except as otherwise provided elsewhere under this Article, all required insurance shall be procured from insurers who, according to the latest edition of the Best's Insurance Guide, have an A.M. Best's rating of no less than A:VII. CITY may also accept policies procured by insurance carriers with a Standard & Poor's rating of no less than BBB according to the latest published edition the Standard & Poor's rating guide. As to Workers' Compensation Insurance/ Employer's Liability Insurance, the CITY Representatives are authorized to authorize lower ratings than those set forth in this Section.
- 3.4 PRIMACY OF CONSULTANT'S INSURANCE: All policies of insurance provided by CONSULTANT shall be primary to any coverage available to CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers. Any insurance or self-insurance maintained by CITY or CITY's elected or appointed officials, officers, employees, agents or volunteers shall be in excess of CONSULTANT's insurance and shall not contribute with it.
- 3.5 WAIVER OF SUBROGATION: All insurance coverage provided pursuant to this Agreement shall not prohibit CONSULTANT or CONSULTANT's officers, employees, agents, subcontractors or sub-consultants from waiving the right of subrogation prior to a loss. CONSULTANT hereby waives all rights of subrogation against CITY.
- 3.6 VERIFICATION OF COVERAGE: CONSULTANT acknowledges, understands and agrees, that CITY's ability to verify the procurement and maintenance of the insurance required under this Article is critical to safeguarding CITY's financial well-being and, indirectly, the collective well-being of the residents of the CITY. Accordingly, CONSULTANT warrants, represents and agrees that its shall furnish CITY with original certificates of insurance and endorsements evidencing the coverage required under this Article on forms satisfactory to CITY in its sole and absolute discretion. The certificates of insurance and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the CITY if requested. All certificates of insurance and endorsements shall be received and approved by CITY as a condition precedent to CONSULTANT's commencement of any work or any of the Work. Upon CITY's written

request, CONSULTANT shall also provide CITY with certified copies of all required insurance policies and endorsements.

IV. INDEMNIFICATION

- 4.1 The Parties agree that CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers (hereinafter, the "CITY Indemnitees") should, to the fullest extent permitted by law, be protected from any and all loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, or any other cost arising out of or in any way related to the performance of this Agreement. Accordingly, the provisions of this indemnity provision are intended by the Parties to be interpreted and construed to provide the CITY Indemnitees with the fullest protection possible under the law. CONSULTANT acknowledges that CITY would not enter into this Agreement in the absence of CONSULTANT's commitment to indemnify, defend and protect CITY as set forth herein.
- 4.2 To the fullest extent permitted by law, CONSULTANT shall indemnify, hold harmless and defend the CITY Indemnitees from and against all liability, loss, damage, expense, cost (including without limitation reasonable attorneys' fees, expert fees and all other costs and fees of litigation) of every nature arising out of or in connection with CONSULTANT's performance of work hereunder or its failure to comply with any of its obligations contained in this Agreement, except such loss or damage which is caused by the sole negligence or willful misconduct of the CITY.
- 4.3 CITY shall have the right to offset against the amount of any compensation due CONSULTANT under this Agreement any amount due CITY from CONSULTANT as a result of CONSULTANT's failure to pay CITY promptly any indemnification arising under this Article and related to CONSULTANT's failure to either (i) pay taxes on amounts received pursuant to this Agreement or (ii) comply with applicable workers' compensation laws.
- 4.4 The obligations of CONSULTANT under this Article will not be limited by the provisions of any workers' compensation act or similar act. CONSULTANT expressly waives its statutory immunity under such statutes or laws as to CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers.
- 4.5 CONSULTANT agrees to obtain executed indemnity agreements with provisions identical to those set forth here in this Article from each and every sub-consultant or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. In the event CONSULTANT fails to obtain such indemnity obligations from others as required herein, CONSULTANT agrees to be fully responsible and indemnify, hold harmless and defend CITY and CITY's elected and appointed officials, officers, employees, agents and volunteers from and against any and all claims and losses, costs or expenses for any damage due to death or injury to any person and injury to any property resulting from

any alleged intentional, reckless, negligent, or otherwise wrongful acts, errors or omissions of CONSULTANT's subcontractors or any other person or entity involved by, for, with or on behalf of CONSULTANT in the performance of this Agreement. Such costs and expenses shall include reasonable attorneys' fees incurred by counsel of CITY's choice.

- 4.6 CITY does not, and shall not, waive any rights that it may possess against CONSULTANT because of the acceptance by CITY, or the deposit with CITY, of any insurance policy or certificate required pursuant to this Agreement. This hold harmless and indemnification provision shall apply regardless of whether or not any insurance policies are determined to be applicable to the claim, demand, damage, liability, loss, cost or expense.
- 4.7 This Article IV and all provisions contained herein (including but not limited to the duty to indemnify, defend and hold free and harmless) shall survive the termination or normal expiration of this Agreement and is in addition to any other rights or remedies which the CITY may have at law or in equity.

V. TERMINATION

- 5.1 TERMINATION WITHOUT CAUSE: CITY may terminate this Agreement at any time for convenience and without cause by giving CONSULTANT a minimum of five (5) calendar days prior written notice of CITY's intent to terminate this Agreement. Upon such termination for convenience, CONSULTANT shall be compensated only for those services and tasks which have been performed by CONSULTANT up to the effective date of the termination. CONSULTANT may not terminate this Agreement except for cause as provided under Section 5.2, below. If this Agreement is terminated as provided herein, CITY may require CONSULTANT to provide all finished or unfinished Documents and Data, as defined in Section 6.1 below, and other information of any kind prepared by CONSULTANT in connection with the performance of the Work. CONSULTANT shall be required to provide such Documents and Data within fifteen (15) calendar days of CITY's written request. No actual or asserted breach of this Agreement on the part of CITY pursuant to Section 5.2, below, shall operate to prohibit or otherwise restrict CITY's ability to terminate this Agreement for convenience as provided under this Section.
- 5.2 EVENTS OF DEFAULT; BREACH OF AGREEMENT:

- A. In the event either Party fails to perform any duty, obligation, service or task set forth under this Agreement (or fails to timely perform or properly perform any such duty, obligation, service or task set forth under this Agreement), an event of default (hereinafter, "Event of Default") shall occur. For all Events of Default, the Party alleging an Event of Default shall give written notice to the defaulting Party (hereinafter referred to as a "Default Notice") which shall specify: (i) the nature of the Event of Default; (ii) the action required to cure the Event of Default; (iii) a date by which the Event of Default shall be cured, which shall not be less than the applicable cure period set forth under Sections

5.2.8 and 5.2C below or if a cure is not reasonably possible within the applicable cure period, to begin such cure and diligently prosecute such cure to completion. The Event of Default shall constitute a breach of this Agreement if the defaulting Party fails to cure the Event of Default within the applicable cure period or any extended cure period allowed under this Agreement.

B. CONSULTANT shall cure the following Events of Defaults within the following time periods:

- i. Within three (3) business days of CITY's issuance of a Default Notice for any failure of CONSULTANT to timely provide CITY or CITY's employees or agents with any information and/or written reports, documentation or work product which CONSULTANT is obligated to provide to CITY or CITY's employees or agents under this Agreement. Prior to the expiration of the 3-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 3-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2 B.i. that exceeds seven (7) calendar days from the end of the initial 3-day cure period; or
- ii. Within fourteen (14) calendar days of CITY's issuance of a Default Notice for any other Event of Default under this Agreement. Prior to the expiration of the 14-day cure period, CONSULTANT may submit a written request for additional time to cure the Event of Default upon a showing that CONSULTANT has commenced efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 14-day cure period. The foregoing notwithstanding, CITY shall be under no obligation to grant additional time for the cure of an Event of Default under this Section 5.2B.ii that exceeds thirty (30) calendar days from the end of the initial 14-day cure period. In addition to any other failure on the part of CONSULTANT to perform any duty, obligation, service or task set forth under this Agreement (or the failure to timely perform or properly perform any such duty, obligation, service or task), an Event of Default on the part of CONSULTANT shall include, but shall not be limited to the following: (i) CONSULTANT's refusal or failure to perform any of the services or tasks called for under the Scope of Services; (ii) CONSULTANT's failure to fulfill or perform its obligations under this Agreement within the specified time or if no time is specified, within a reasonable time; (iii) CONSULTANT's and/or its employees' disregard or violation of any federal, state, local law, rule, procedure or regulation; (iv) the initiation of proceedings under any bankruptcy, insolvency, receivership, reorganization, or similar legislation as relates to CONSULTANT, whether voluntary or involuntary; (v) CONSULTANT's refusal or failure to perform or observe any covenant, condition, obligation or provision of this Agreement; and/or (vii) CITY's discovery that a statement representation or warranty by CONSULTANT relating to this Agreement is false, misleading or erroneous in any material respect.

- C. CITY shall cure any Event of Default asserted by CONSULTANT within forty-five (45) calendar days of CONSULTANT's issuance of a Default Notice, unless the Event of Default cannot reasonably be cured within the 45-day cure period. Prior to the expiration of the 45-day cure period, CITY may submit a written request for additional time to cure the Event of Default upon a showing that CITY has commenced its efforts to cure the Event of Default and that the Event of Default cannot be reasonably cured within the 45-day cure period. The foregoing notwithstanding, an Event of Default dealing with CITY's failure to timely pay any undisputed sums to CONSULTANT as provided under Section 1.4, above, shall be cured by CITY within five (5) calendar days from the date of CONSULTANT's Default Notice to CITY.
- D. CITY, in its sole and absolute discretion, may also immediately suspend CONSULTANT's performance under this Agreement pending CONSULTANT's cure of any Event of Default by giving CONSULTANT written notice of CITY's intent to suspend CONSULTANT's performance (hereinafter, a "Suspension Notice"). CITY may issue the Suspension Notice at any time upon the occurrence of an Event of Default. Upon such suspension, CONSULTANT shall be compensated only for those services and tasks which have been rendered by CONSULTANT to the reasonable satisfaction of CITY up to the effective date of the suspension. No actual or asserted breach of this Agreement on the part of CITY shall operate to prohibit or otherwise restrict CITY's ability to suspend this Agreement as provided herein.
- E. No waiver of any Event of Default or breach under this Agreement shall constitute a waiver of any other or subsequent Event of Default or breach. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- F. The duties and obligations imposed under this Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights and remedies otherwise imposed or available by law. In addition to any other remedies available to CITY at law or under this Agreement in the event of any breach of this Agreement, CITY, in its sole and absolute discretion, may also pursue any one or more of the following remedies:
- i. Upon written notice to CONSULTANT, the CITY may immediately terminate this Agreement in whole or in part;
 - ii. Upon written notice to CONSULTANT, the CITY may extend the time of performance;
 - iii. The CITY may proceed by appropriate court action to enforce the terms of the Agreement to recover damages for CONSULTANT's breach of the Agreement or to terminate the Agreement; or

- iv. The CITY may exercise any other available and lawful right or remedy. CONSULTANT shall be liable for all legal fees plus other costs and expenses that CITY incurs upon a breach of this Agreement or in the CITY's exercise of its remedies under this Agreement.

G. In the event CITY is in breach of this Agreement, CONSULTANT's sole remedy shall be the suspension or termination of this Agreement and/or the recovery of any unpaid sums lawfully owed to CONSULTANT under this Agreement for completed services and tasks.

- 5.3 SCOPE OF WAIVER: No waiver of any default or breach under this Agreement shall constitute a waiver of any other default or breach, whether of the same or other covenant, warranty, agreement, term, condition, duty or requirement contained in this Agreement. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel, or otherwise.
- 5.4 SURVIVING ARTICLES, SECTIONS AND PROVISIONS: The termination of this Agreement pursuant to any provision of this Article or by normal expiration of its term or any extension thereto shall not operate to terminate any Article, Section or provision contained herein which provides that it shall survive the termination or normal expiration of this Agreement.

VI.

MISCELLANEOUS PROVISIONS

- 6.1 DOCUMENTS & DATA; LICENSING OF INTELLECTUAL PROPERTY: All Documents and Data shall be and remain the property of CITY without restriction or limitation upon their use or dissemination by CITY. For purposes of this Agreement, the term "Documents and Data" means and includes all reports, analyses, correspondence, plans, drawings, designs, renderings, specifications, notes, summaries, strategies, charts, schedules, spreadsheets, calculations, lists, data compilations, documents or other materials developed and/or assembled by or on behalf of CONSULTANT in the performance of this Agreement and fixed in any tangible medium of expression, including but not limited to Documents and Data stored digitally, magnetically and/or electronically. This Agreement creates, at no cost to CITY, a perpetual license for CITY to copy, use, reuse, disseminate and/or retain any and all copyrights, designs, and other intellectual property embodied in all Documents and Data. CONSULTANT shall require all subcontractors and sub-consultants working on behalf of CONSULTANT in the performance of this Agreement to agree in writing that CITY shall be granted the same right to copy, use, reuse, disseminate and retain Documents and Data prepared or assembled by any sub-consultant or sub-consultant as applies to Documents and Data prepared by CONSULTANT in the performance of this Agreement.
- 6.2 CONFIDENTIALITY: All data, documents, discussion, or other information developed or received by CONSULTANT or provided for performance of this Agreement are deemed confidential and shall not be disclosed by CONSULTANT without prior written consent by

CITY. CITY shall grant such consent if disclosure is legally required. Upon request, all CITY data shall be returned to CITY upon the termination or expiration of this Agreement. CONSULTANT shall not use CITY's name or insignia, photographs, or any publicity pertaining to the Work in any magazine, trade paper, newspaper, television or radio production or other similar medium without the prior written consent of CITY.

6.3 FALSE CLAIMS ACT: CONSULTANT warrants and represents that neither CONSULTANT nor any person who is an officer of, in a managing position with, or has an ownership interest in CONSULTANT has been determined by a court or tribunal of competent jurisdiction to have violated the False Claims Act, 31 U.S.C., Section 3789 et seq. and the California False Claims Act, Government Code Section 12650 et seq.

6.4 NOTICES: All notices permitted or required under this Agreement shall be given to the respective Parties at the following addresses, or at such other address as the respective Parties may provide in writing for this purpose:

CONSULTANT:	CITY:
PBK Architects	John Jansons, City Manager
Attn: Max Medina	City of Kerman
1110 Iron Point Road, Suite 200	850 S. Madera Ave.
Folsom, CA 93630	Kerman, CA 93630

Such notices shall be deemed effective when personally delivered or successfully transmitted by facsimile as evidenced by a fax confirmation slip or when mailed, forty-eight (48) hours after deposit with the United States Postal Service, first class postage prepaid and addressed to the Party at its applicable address.

6.5 COOPERATION; FURTHER ACTS: The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as is reasonably necessary, appropriate or convenient to achieve the purposes of this Agreement. 6.6 SUBCONTRACTING: CONSULTANT shall not subcontract any portion of the Work required by this Agreement, except as expressly stated herein, without the prior written approval of CITY. Subcontracts (including without limitation subcontracts with sub-consultants), if any, shall contain a provision making them subject to all provisions stipulated in this Agreement, including provisions relating to insurance requirements and indemnification.

6.7 CITY'S RIGHT TO EMPLOY OTHER CONSULTANTS: N/A

6.8 PROHIBITED INTERESTS: CONSULTANT warrants, represents and maintains that it has not employed nor retained any company or person, other than a bona fide employee working solely for CONSULTANT, to solicit or secure this Agreement. Further, CONSULTANT warrants and represents that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for CONSULTANT, any fee, commission,

percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, CITY shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of CITY, during the term of his or her service with CITY, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

6.9 TIME IS OF THE ESSENCE: Time is of the essence for each and every provision of this Agreement.

6.10 GOVERNING LAW AND VENUE: This Agreement shall be interpreted and governed according to the laws of the State of California. In the event of litigation between the Parties, venue, without exception, shall be in the Fresno County Superior Court of the State of California. If, and only if, applicable law requires that all or part of any such litigation be tried exclusively in federal court, venue, without exception, shall be in the Central District of California located in the City of Los Angeles, California, legal, administrative or otherwise, arising out of or in connection with this Agreement, the prevailing Party in such litigation shall be entitled to have and recover from the losing Party reasonable attorneys' fees and all other costs of such action.

6.12 SUCCESSORS AND ASSIGNS: This Agreement shall be binding on the successors and assigns of the Parties.

6.13 NO THIRD PARTY BENEFIT: There are no intended third party beneficiaries of any right or obligation assumed by the Parties. All rights and benefits under this Agreement inure exclusively to the Parties.

6.14 CONSTRUCTION OF AGREEMENT: This Agreement shall not be construed in favor of, or against, either Party but shall be construed as if the Parties prepared this Agreement together through a process of negotiation and with the advice of their respective attorneys.

6.15 SEVERABILITY: If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

6.16 AMENDMENT; MODIFICATION: No amendment, modification or supplement of this Agreement shall be valid or binding unless executed in writing and signed by both Parties, subject to CITY approval. The requirement for written amendments, modifications or supplements cannot be waived and any attempted waiver shall be void and invalid.

6.17 CAPTIONS: The captions of the various articles, sections and paragraphs are for convenience and ease of reference only, and do not define, limits, augment, or describe the scope, content, or intent of this Agreement.

6.18 INCONSISTENCIES OR CONFLICTS: In the event of any conflict or inconsistency between the provisions of this Agreement and any of the exhibits attached hereto, the provisions of this Agreement shall control.

6.19 ENTIRE AGREEMENT: This Agreement including all attached exhibits is the entire, complete, final and exclusive expression of the Parties with respect to the matters addressed herein and supersedes all other agreements or understandings, whether oral or written, or entered into between CITY and CONSULTANT prior to the execution of this Agreement. No statements, representations or other agreements, whether oral or written, made by any Party which are not embodied herein shall be valid or binding. No amendment, modification or supplement to this pursuant to Section 6.15, above.

6.20 COUNTERPARTS: This Agreement shall be executed in three (3) original counterparts each of which shall be of equal force and effect. No handwritten or typewritten amendment, modification or supplement to any one counterparts shall be valid or binding unless made to all three counterparts in conformity with Section 6.16, above. One fully executed original counterpart shall be delivered to CONSULTANT and the remaining two original counterparts shall be retained by CITY.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed the day and year first appearing in this Agreement, above.

[Signatures on separate page]

CITY OF KERMAN

PBK Architects

By: _____
John Jansons, City Manager
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

By: _____
Name: _____
Title: _____
Date: _____

APPROVED AS TO FORM:

Hilda Cantu Montoy
City Attorney

ATTEST:

Marci Reyes
City Clerk

EXHIBIT 'A'

SCOPE OF WORK

1. The City has established the following scope of work for evaluation options for developing plans for a new Police Station.
 - A. Adapt space planning data from Needs Assessment to alternative site(s).
 - B. Prepare site and floor plans that demonstrate feasibility of alternative site(s) to accommodate needs.
 - C. Consider and solve for any intricacies involving utilities, site constraints, service connections, etc., that need to be addressed or overcome to accommodate City needs for the facility.
 - D. Prepare Architect's / Engineer's Estimates for preliminary design, construction and renovation work necessary to convert an existing site as a build to suit.
 - E. Prepare and secure all plans, bid documents and permits for improvements.
 - F. Perform Construction management of improvements through completion and occupancy.
 - G. The consultant to evaluate the adequacy of the available facilities and make recommendations that address the needs and requirements identified for the department.

DELIVERABLES

The consultant shall, as described in the Scope of Work, be expected to provide the following products:

- A. Preliminary site and floor plans that demonstrate feasibility of alternative site(s) to accommodate needs.
- B. Documentation (plan and narrative) that considers and solves for any intricacies involving utilities, site constraints, service connections, etc. that need to be addressed or overcome to accommodate City needs for the facility.

- C. Provide Architect's / Engineer's preliminary estimates for design, construction and renovation work necessary to convert an existing site as a build to suit.
- D. Three paper copies of the preliminary design program and one electronic copy.

EXHIBIT 'B'

FEE SCHEDULE

This work shall be performed on a time and material basis not to exceed \$30,000

Hourly Rate Schedule

Managing Partner / Principal	\$225.00
Associate Director / Coordinator	\$225.00
Senior Project Architect / Manager	\$205.00
Project Architect / Manager	\$175.00
Design Studio	\$125.00
Administrative Support	\$105.00



STAFF REPORT

MEETING DATE: April 12, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: New National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS (JAJ)

RECOMMENDATION: Council by motion:

1. Affirm City Manager's Approval of Settlement Agreements and Participation Forms for the City's participation in the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
2. Affirm the City Manager's Approval of the California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds relating to the National Opioid Settlement Agreements with Teva, Allergan, Walmart, Walgreens, and CVS.
3. Adopt a Resolution (i) approving and authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS, including signing necessary documents and transmittal thereof as necessary and (ii) authorizing the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements, including, but not limited to, the transmittal of the executed documents in Recommendations 1 and 2 and all future settlements (as necessary and applicable) through the National Opioid Settlements process.

EXECUTIVE SUMMARY: Because of deadlines for filing, the City Manager processed these actions and by approval of this agenda item, the Council affirms and ratifies his actions and authorizes him to take further action as needed.

In 2021, the City entered into settlement agreements with McKesson Corporation, Cardinal Health, Inc., and AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., and Janssen Pharmaceutica, Inc (2021 Settling Defendants). The 2021 settlement agreement related to litigation (the City was not a party to this litigation) by various States, cities, and counties relating to the 2021 Settling Defendants' manufacture and distribution of opioids and, in particular, the impact of such activities upon the national opioid epidemic ("2021 Settlement Agreements"). The 2021 Settlement Agreements required that a "critical mass" of public agencies participate in order for it to become effective, which was achieved in 2022.

At this time, a new settlement is proposed with Teva, Allergan, Walmart, Walgreens, and CVS, who are additional defendants that are retailers and manufacturers of opioids (2023 Settling

Defendants). The terms of the 2023 Settlement Agreements are similar to the 2021 Settlement Agreements, which includes the requirement that a critical mass of participation is required, provides for a broad release of the 2023 Settling Defendants from liability relating to opioids, and, further, direct or indirect payment of settlement funds to the various local agencies agreeing to participate.

Additional information about these settlements can be found at the following website: www.nationalopioidsettlement.com. In regard to the release, as indicated above, it is a very broad release covering any activities by the 2023 Settling Defendants relating to opioids. It arguably also includes a release from liability relating to land use matters for facilities that manufactured, distributed, or sold opioids within the city.

DISCUSSION: With respect to the settlement funds, the 2023 Settlement Agreements could provide up to approximately \$1.8 billion to California. This amount assumes maximum participation. Like the 2021 Settlement Agreements, the more local agencies that participate, the more funds will be available to California. Further, the City's share of this amount is anticipated to be near \$100,000, which is distributed over a 5-to-15-year period depending on the settlement agreement. It must be emphasized that this amount is an estimate of what the City may receive and assumes a best-case scenario where all local agencies participate. The actual amount will not be known until the process has been completed. Similarly to the 2021 Settlement Agreements, the use of the funds is restricted to opioid remediation (e.g., addiction treatment programs). By default, these funds are allocated to the County, but the City can elect to receive a direct distribution; and use of the funds requires strict accounting requirements. These requirements only apply to the City if it elects to receive direct distribution and does not apply to the City if the funds go to the County. In terms of enforcement, the State enforces the expenditure requirements.

Approval of Recommendation 1 and 2 would authorize the City to participate in the National Opioid Settlements with the 2023 Settling Defendants on the terms and conditions of those settlement agreements and, further, approve agreements with the State of California on the distribution of settlement funds, consistent with the 2023 Settlement Agreements. (Attachment 'A').

Approval of Recommendation 3 would approve and authorize the City Manager to carry out all necessary acts such that the City can participate in the National Opioid Settlements with Teva, Allergan, Walmart, Walgreens, and CVS, including signing necessary documents and transmittal thereof as necessary. Council approval and authorization to execution, submission, and receipt of all required documents must be completed before April 18, 2023.

ATTACHMENTS:

A. Resolution

Attachment ‘A’

RESOLUTION NO. 23- ____

APPROVING AND AUTHORIZING THE CITY MANAGER TO CARRY OUT ALL NECESSARY ACTS SUCH THAT THE CITY CAN PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENTS WITH TEVA, ALLERGAN, WALMART, WALGREENS, AND CVS, INCLUDING SIGNING NECESSARY DOCUMENTS AND TRANSMITTAL THEREOF AS NECESSARY AND (II) AUTHORIZING THE CITY MANAGER TO CARRY OUT ALL NECESSARY ACTS SUCH THAT THE CITY CAN PARTICIPATE IN THE NATIONAL OPIOID SETTLEMENTS, INCLUDING, BUT NOT LIMITED TO, THE TRANSMITTAL OF THE EXECUTED DOCUMENTS AND ALL FUTURE SETTLEMENTS (AS NECESSARY AND APPLICABLE) THROUGH THE NATIONAL OPIOID SETTLEMENT PROCESSES

WHEREAS, the United States is facing an ongoing public health crisis of opioid abuse, addiction, overdose, and death, forcing the State of California and California counties and cities to spend billions of dollars each year to address the direct consequences of this crisis; and,

WHEREAS, pending in the U.S. District Court for the Northern District of Ohio is a multidistrict litigation (“MDL”) being pursued by numerous public entity plaintiffs against the manufacturers and distributors of various opioids based on the allegation that the defendants’ unlawful conduct caused the opioid epidemic; and,

WHEREAS, on or about November 14, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walmart Inc. (“Walmart”); and,

WHEREAS, on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Teva Pharmaceutical Industries Ltd. and all of its respective past and present direct or indirect parents, subsidiaries, divisions, affiliates, joint ventures, predecessors, successors, assigns, including but not limited to Teva Pharmaceuticals USA, Inc., Actavis LLC (f/k/a Actavis Inc.), Actavis Elizabeth LLC, Actavis Kadian LLC, Actavis Pharma, Inc. (f/k/a Watson Pharma, Inc.), Actavis Kadian LLC, Actavis Laboratories UT, Inc. (f/k/a Watson Laboratories, Inc. – Utah), Actavis Mid Atlantic LLC, Actavis Totowa LLC, Actavis Laboratories FL, Inc. (f/k/a Watson Laboratories, Inc. – Florida), Actavis South Atlantic LLC, Warner Chilcott Company LLC, and Watson Laboratories, Inc., and Anda Inc. (collectively, “Teva”); and,

WHEREAS, on or about November 22, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Allergan Finance, LLC (f/k/a Actavis, Inc., which in turn was f/k/a Watson Pharmaceuticals, Inc.) and Allergan Limited (f/k/a Allergan plc, which, in turn, was f/k/a Actavis plc)(collectively, “Allergan”); and,

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and CVS Health Corporation and CVS Pharmacy, Inc. and all of their past and present direct and indirect parent and subsidiaries (collectively, “CVS”); and,

WHEREAS, on or about December 9, 2022, a proposed nationwide tentative settlement was reached between the plaintiffs in the MDL and Walgreen Co. (“Walgreens”); and,

WHEREAS, CVS, Teva, Walgreens, Walmart, and Allergan shall be referred in this Resolution as “Settling Defendants”; and

WHEREAS, as part of the settlements with the Settling Defendants, local subdivisions, including certain cities, that are not plaintiffs in the MDL may participate in the settlements in exchange for a release of the Settling Defendants (“Participating Subdivision”); and,

WHEREAS, copies of the proposed terms of those proposed nationwide settlements have been set forth in the Master Settlement Agreements with the Settling Defendants; and,

WHEREAS, copies of the Master Settlement Agreements have been made available to the City Council with this Resolution (“Master Settlement Agreements”); and,

WHEREAS, the Settlement Agreements provide, among other things, for the payment of a certain sum to settling government entities in California including to the State of California and Participating Subdivisions upon occurrence of certain events as defined in the Settlement Agreements (“California Opioid Funds”); and,

WHEREAS, in order to become a Participating Subdivision, the City must enter into “Participation Agreements” which allow participation in the Master Settlement Agreements; and,

WHEREAS, California local governments in the MDL have engaged in extensive discussions with the State Attorney General’s Office (“AGO”) as to how the California Opioid Funds will be allocated, which has resulted in the Proposed California State-Subdivision Agreements Regarding Distribution and Use of Settlement Funds (“Allocation Agreements”) from the settlements with the Settling Defendants; and,

WHEREAS, copies of the Allocation Agreements for all of the settlements with the Settling Defendants have been made available to the City Council with this Resolution; and,

WHEREAS, the Allocation Agreements allocate the California Opioid Funds as follows: 15% to the State Fund; 70% to the Abatement Accounts Fund; and 15% to the Subdivision Fund. For the avoidance of doubt, all funds allocated to California from the Settlements shall be combined pursuant to the Allocation Agreements, and 15% of total from each settlement shall be allocated to the State of California (the “State of California Allocation”), 70% to the California Abatement Accounts Fund (“CA Abatement Accounts Fund”), and 15% to the California Subdivision Fund (“CA Subdivision Fund”); and,

WHEREAS, under the Master Settlement Agreements, certain local subdivisions that did not file a lawsuit against the Settlement Defendants may qualify to participate in the settlements and obtain funds from the Abatement Account Fund; and,

WHEREAS, the City is eligible to participate in the Settlement and become a CA Participating Subdivision; and,

WHEREAS, the funds in the CA Abatement Accounts Fund (the 70% allocation) will be allocated based on the allocation model developed in connection with the proposed negotiating class in the National Prescription Opiate Litigation (MDL No. 2804), as adjusted to reflect only those cities and counties that are eligible, based on population or litigation status, to become a CA Participating Subdivision (those above 10,000 in population). The percentage from the CA Abatement Accounts Fund allocated to each CA Participating Subdivision is set forth in Appendix 1 to the Allocation Agreements and provided to the City Council with this Resolution. The City's share of the CA Abatement Accounts Fund will be a product of the total in the CA Abatement Accounts Fund multiplied by the City's percentage set forth in Appendix 1 of the Allocation Agreements (the "Local Allocation"); and,

WHEREAS, a CA Participating Subdivision that is a city will be allocated its Local Allocation share as of the date on which it becomes a Participating Subdivision. The Local Allocation share for a city that is a CA Participating Subdivision will be paid to the county in which the city is located, unless the city elects to take a direct election of the settlement funds, so long as: (a) the county is a CA Participating Subdivision, and (b) the city has not advised the Settlement Fund Administrator that it requests direct payment at least 60 days prior to a Payment Date; and,

WHEREAS, it the intent of this Resolution is to authorize the City to enter into the Master Settlement Agreements with the Settling Defendants by executing the Participation Agreements and to enter into the Allocation Agreements by executing the signature pages to those agreements.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Kerman hereby approves and authorizes the City Manager to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Settlement Agreements, Allocation Agreements and all exhibits thereto, including, without limitation, taking the following measures:

Section 1. Recitals. The Recitals set forth above are true and correct and are incorporated into this Resolution by this reference.

Section 2. Approval and Authorization. The City Manager is hereby approved and authorized to settle and release the City's claims against the Settling Defendants in exchange for the consideration set forth in the Master Settlement Agreements, Participation Agreements, Allocation Agreements, and all exhibits thereto.

Section 3. Further Acts. The City Manager is hereby authorized to carry out all necessary acts such that the City can participate in the Master Settlement Agreements, including, without limitation, execution (as necessary) of the Participation Agreements, Master Settlement Agreements, Allocation Agreements; and all related documents and the transmittal of thereof as necessary and appropriate.

Section 4. Ratification. All actions heretofore taken by the City Manager with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Section 5. Future Settlements. It is anticipated that there will be further National Opioid settlements in the future. The City Council further authorizes, and delegates authority to, the City Manager to carry out all necessary acts to participate in, and effectuate, the National Opioid Settlements, including, but not limited to, execution of all future settlements and related documents subject to approval as to legal form from the City Attorney.

Section 6. Effective Date. This Resolution shall immediately take effect upon passage. The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 12th day of April 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: April 12, 2023

PRESENTER: Michael Barajas, Public Works Director

SUBJECT: Resolutions required by the State Water Resources Control Board as part of the City's Clean Water State Revolving Fund Application for the Sewer Collection System and Wastewater Treatment Plant Improvements Project. (MB)

RECOMMENDATION: Council by motion to adopt the following:

1. Resolution authorizing the City Manager to sign and file a financial assistance application to the Clean Water State Revolving Fund for the design and construction of the Sanitary Sewer Collection System and Wastewater Treatment Plant Improvements Project.
2. Resolution stating the City Council's intention to be reimbursed for expenditures incurred ahead of the approval of the disbursement of Clean Water State Revolving Fund construction funds from the State Water Resources Control Board.

DISCUSSION: The City is applying to the State Water Resources Control Board (SWRCB) Clean Water State Revolving Fund (CWSRF) to fund the construction of improvements to the City's sanitary sewer collection system and Wastewater Treatment Plant (WWTP). The SWRCB requires that the applicant's Governing Board adopt the two resolutions referenced above. The adoption of these two resolutions is a requirement to complete the CWSRF Construction application. Once the application is submitted, the SWRCB will determine the project's eligibility for funding.

Once approved, the SWRCB will begin drafting a financing agreement which may take up to a year to complete. Per the CWSRF Intended Use Plan, the City is eligible to receive up to 100% of the total construction cost up to \$45,000 per connection in CWSRF financing to fund both the planning and construction costs, which would be approximately \$145,485,000 in grant funding. The total capital construction costs of the project is estimated to be \$8,275,838.

FISCAL IMPACT:

None

ATTACHMENTS:

A. Resolutions

Attachment 'A'

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AUTHORIZING THE CITY MANAGER TO SIGN AND FILE A FINANCIAL ASSISTANCE APPLICATION TO THE STATE CLEAN WATER STATE REVOLVING FUND (CWSRF) FOR THE DESIGN AND CONSTRUCTION OF THE SEWER COLLECTION SYSTEM AND WASTEWATER TREATMENT PLANT IMPROVEMENTS PROJECT

WHEREAS, the City of Kerman (City) has the authority to construct, operate and maintain its sewer collection system and wastewater treatment system; and

WHEREAS, the City desires to construct a sewer collection system and wastewater treatment plant improvements project to reduce the cost of the sewer service provided to City customers; and

WHEREAS, the CWSRF provides funding for projects that directly benefit Disadvantaged and Severely Disadvantaged Communities.

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

- SECTION 1. The foregoing recitals are true and correct and incorporated by reference.
- SECTION 2. The City Manager (the “Authorized Representative”) or designee is hereby authorized and directed to sign and file, for and on behalf of the Entity, a Financial Assistance Application for a financing agreement from the State Water Resources Control Board for the planning, design, and construction of the Sewer Collection System And Wastewater Treatment Plant Improvements Project (the “Project”).
- SECTION 3. This Authorized Representative, or his/her designee, is designated to provide the assurances, certifications, and commitments required for the financial assistance application, including executing a financial assistance agreement from the State Water Resources Control Board and any amendments or changes thereto.
- SECTION 4. The Authorized Representative, or his/her designee, is designated to represent the Entity in carrying out the Entity’s responsibilities under the financing agreement, including certifying disbursement requests on behalf of the Entity and compliance with applicable state and federal laws.
- SECTION 5. This resolution is effective upon adoption.

The foregoing resolution was regularly introduced, passed and adopted at a Regular Meeting of the City Council of the City of Kerman this 12th day of April 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

RESOLUTION NO. 23-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN STATING ITS INTENTION
TO BE REIMBURSED FOR EXPENDITURES INCURRED AHEAD OF THE APPROVAL OF THE
DISBURSEMENT OF CWSRF CONSTRUCTION FUNDS FROM THE STATE WATER RESOURCES
CONTROL BOARD**

WHEREAS, the City of Kerman (the "Agency") desires to finance the costs of constructing certain public facilities and improvements relating to its wastewater system, including certain treatment facilities, pipelines, and other infrastructure (the "Project"); and

WHEREAS, the Agency intends to finance the construction of the Project with moneys ("Project Funds") provided by the State of California, acting by and through the State Water Resources Control Board (State Water Board); and

WHEREAS, the State Water Board may fund the Project Funds with proceeds from the sale of obligations the interest upon which is excluded from gross income for federal income tax purposes (the "Obligations"); and

WHEREAS, prior to either the issuance of the Obligations or the approval by the State Water Board of the Project Funds the Agency desires to incur certain capital expenditures (the "Expenditures") with respect to the Project from available moneys of the Agency; and

WHEREAS, the Agency has determined that those moneys to be advanced on and after the date hereof to pay the Expenditures are available only for a temporary period and it is necessary to reimburse the Agency for the Expenditures from the proceeds of the Obligations.

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

SECTION 1. The Agency hereby states its intention and reasonably expects to reimburse Expenditures paid prior to the issuance of the Obligations or the approval by the State Water Board of the Project Funds.

SECTION 2. The reasonably expected maximum principal amount of the Project Funds is \$8,275,838.

SECTION 3. This resolution is being adopted no later than 60 days after the date on which the Agency will expend moneys for the construction portion of the Project costs to be reimbursed with Project Funds.

SECTION 4. Each Agency expenditure will be of a type properly chargeable to a capital account under general federal income tax principles.

SECTION 5. To the best of our knowledge, this Agency is not aware of the previous adoption of official intents by the Agency that have been made as a matter of course for the purpose of reimbursing expenditures and for which tax-exempt obligations have not been issued.

SECTION 6. This resolution is adopted as official intent of the Agency in order to comply with Treasury Regulation §1.150-2 and any other regulations of the Internal Revenue Service relating to the qualification for reimbursement of Project costs.

SECTION 7. All the recitals in this Resolution are true and correct and this Agency so finds, determines and represents.

SECTION 8. This resolution is effective upon adoption.

The foregoing resolution was regularly introduced, passed and adopted at a Regular Meeting of the City Council of the City of Kerman this 12th day of April 2023.

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: April 12, 2023

PRESENTER: John Jansons, City Manager

SUBJECT: Consideration of Pension Management Policy, Enrollment in CalPERS Pension Pre-Funding Program and Year One Payment to Manage CalPERS Unfunded Accrued Liabilities (JAJ)

RECOMMENDATION: Council by motion adopt resolution to:

1. Approve Pension Management Policy, and
2. Approve enrollment and payments to CalPERS Pension Pre-Funding Program to manage unfunded accrued CalPERS Pension Program Liabilities.

EXECUTIVE SUMMARY: Adoption of the resolution) will approve proactive and effective management of the City's CalPERS Unfunded Accrued Liability (UAL) recommended to ensure and continue responsible stewardship of public assets, resources and liabilities.

Professional analysis of the City's CalPERS Unfunded Accrued Liability and the development of a Pension Management Policy were discussed with Council during the FY 21/22 Mid-Year Budget update, and again in budget hearings as a priority work project for the current FY 22/23 Fiscal Year. In August of 2022, the City hired Cal Muni Advisors (CMA) to assist with developing effective UAL reduction strategies.

The advisory services of CMA yielded a draft Pension Management Policy which provided various strategies and a potential financing plan(s) to reduce and retire the City's unfunded CalPERS unfunded liabilities over time.

Since that time, CalPERS released their new direct Pre-funding Program designed to assist members with UAL reduction with less rigidity and without the transaction fees associated with establishing traditional trust funds or other refinancing or borrowing schemes to address UAL.

After throughout review and consultation with Cal PERS representatives, staff now recommends participation in the CalPERS Pre-funding program utilizing the "Pay As You Go" track which provides Kerman greater flexibility, lower risk and a more affordable path to UAL reduction and eventual elimination.

Attached to the resolution are the Pension Management Policy (Exhibit 'A'), which has been revised to include the CalPERS Pre-funding Program (Exhibit 'B'), as Kerman's preferred approach to addressing UAL (Summary as Exhibit 'C').

DISCUSSION: The City has long desired to develop strategies that deliberately, and in a meaningful way, address the Unfunded Accrued Liability with its CalPERS Pension plans.

In year's past, a voluntary set-aside program was established to create an "internal trust fund", setting aside \$100,000 or more per year toward paying-down the UAL. That effort has been intermittent due to financial uncertainties and other financial spending priorities.

Development of a Pension Management Policy was discussed with Council during the FY 21/22 Mid-Year Budget update, and again in budget hearings as a priority work project for the current FY 22/23 Fiscal Year.

In the current FY 22/23 budget adopted by Council, a \$100,000 allocation to that internal trust fund was restored.

The intermittent nature of funding this effort, along with the realities of re-allocating potential UAL reduction payments to more immediate and pressing expenditure plans gave rise to the recommendation to adopt a Pension Management Policy to address these liabilities in a more proactive and deliberate fashion.

The advisory services of CMA yielded a draft Pension Management Policy which provided various strategies and a potential financing plan(s) to reduce and retire the City's unfunded CalPERS unfunded liabilities over time.

Since that time, CalPERS released their new direct Pre-funding Program designed to assist members with UAL reduction with less rigidity and without the transaction fees associated with establishing trust funds or other financing or borrowing schemes to address UAL.

After thorough review and consultation with CalPERS representatives and other financial advisors staff now recommends participation in the Cal PERS Pre-funding Program utilizing the "Pay As You Go" track which provide Kerman greater flexibility, lower risk and a more affordable path to UAL reduction and eventual elimination.

Currently, the City has approximately \$300,000 that could be paid in FY 22/23 to CalPERS to begin the City's pre-payment / pay-down effort to reduce the current UAL and reduce debt service (interest cost of carrying a higher UAL balance). As a Five Year Pension UAL Management Plan, future year payment(s) will be determined each fiscal year during the budget development process.

Implementing this flexible pension cost mitigation technique and strategy in relation to the UAL associated with the City's respective CalPERS pension plans is prudent, wise and manageable.

FISCAL IMPACT: The City is prepared to make an approximate \$300,000 payment in Fiscal Year 22/23 to initiate meaningful UAL reduction.

ATTACHMENTS:

A. Resolution w/Exhibits

Attachment ‘A’

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING CITY PENSION MANAGEMENT POLICY, ENROLLMENT IN CAL-PERS PRE-FUNDING PROGRAM, AND REMITTANCE OF YEAR ONE PAYMENT AS RELATED TO UNFUNDED ACCRUED LIABILITY OF CITY CAL-PERS PENSION PLANS

WHEREAS, the City has long sought to establish a Pension Management Policy and to address its Unfunded Accrued Liability (UAL) in a consistent, deliberate and effective manner; and

WHEREAS, the City contracted with Cal Muni Advisors in 2022 to assist the City with development of a draft Pension Management Policy; and

WHEREAS, through the course of that work, CalPERS released a direct Pre-funding Program that provides greater flexibility with less rigidity and without the transaction fees associated with establishing trust funds or other financing or borrowing schemes to address UAL; and

WHEREAS, the City’s Pension Management Policy (Exhibit ‘A’) has been revised to now include the preferred option of enrolling in the CalPERS Pre-funding program.

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

1. The foregoing recitals are true and correct.
2. The City adopts the attached Pension Management Policy (Exhibit ‘A’).
3. The City Council approves enrolling in the CalPERS Pre-funding Program (Exhibit ‘B’) to reduce the City’s Unfunded Accrued Liability (UAL) for City pension programs.
4. The City Manager is authorized to execute the enrollment in CalPERS Pre-funding Program.
5. The Director of Finance is authorized to make annual or semi-annual payments to CalPERS in accordance with approved budget authority (Estimated for FY 23/24 to be \$300,000.) to pre-fund and pay down pension(s) plan UAL (UAL Summary, Exhibit “C”) and to make future payments to CalPERs consistent with each fiscal year’s budget.
6. This resolution shall be effective immediately.

The foregoing resolution was considered by the City Council to the City of Kerman at a regular meeting of said Council held on the 12th day of April 2023, adopted by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

EXHIBIT 'A'

**UNFUNDED ACCRUED LIABILITY
PENSION MANAGEMENT POLICY**



**Adopted by the City Council of the
City of Kerman**

Pursuant to Resolution No. ____

April 12, 2023

UNFUNDED ACCRUED LIABILITY PENSION MANAGEMENT POLICY**Section 1. Purpose**

The purpose of this Unfunded Accrued Liability Pension Management Policy (the “Policy”) is to strategically address the existing and any future unfunded accrued liability (the “UAL”) associated with the City of Kerman’s (the “City”) California Public Employees’ Retirement System (CalPERS) pension plans (the “Pension Plans”). This Policy also addresses some of the principal elements and core parameters central to the policy objectives discussed in this Policy. In the development of this Policy, the City strives to reduce its UAL and the associated financing costs in the most cost-efficient and fiscally responsible manner possible.

The City is committed to fiscal sustainability by employing long-term financial planning efforts, maintaining appropriate reserve levels, and employing prudent practices in governance, management, budget administration, and financial reporting. This Policy is intended to make all relevant information readily available to decision-makers and the public to improve the quality of decisions, identify policy goals, and to demonstrate a commitment to long-term financial planning. Adherence to this Policy signals to rating agencies and capital markets that the City is well managed and able to meet its obligations in a timely manner.

The Policy is intended to reflect a reasonable and conservative approach to managing the UAL costs associated with the Pension Plans. This Policy recognizes that the Pension Plans are subject to market volatility and that actual economic and demographic experience of the plans will differ from the actuarial assumptions. Accordingly, it is intended to allow for adaptive responses to changing circumstances, providing flexibility to address such volatility in a financially sound manner. As such, the City is required to continually monitor its Pension Plans and the corresponding UAL.

Section 2. Policy Goals and Objectives

The overarching goals and objectives of this Policy are as follows:

- Establish, attain, and maintain targeted pension plan funding levels
- Provide sufficient assets to permit the payment of all benefits under the Pension Plans
- Seek to manage and control future contribution volatility to the extent reasonably possible
- Strive to make Annual Discretionary Payments to accelerate UAL pay-down, reduce interest costs, and stabilize future payments
- Maintain the City’s sound financial position and creditworthiness
- Provide guidance in making annual budget decisions
- Create sustainable and fiscally sound future budgets
- Demonstrate prudent financial management practices
- Ensure that pension funding decisions protect both current and future stakeholders
- Create transparency as to how and why the Pensions Plans are funded

UNFUNDED ACCRUED LIABILITY PENSION MANAGEMENT POLICY**Section 3. Background and Discussion**

In General. Each Pension Plan is a multiple-employer defined benefit pension plan administered by the California Public Employee Retirement System (“CalPERS”). All full-time and certain part-time City employees are eligible to participate in the CalPERS retirement and disability benefits, annual cost of living adjustments and death benefits offered to plan members and their beneficiaries. CalPERS acts as a common investment and administrative agent for participating public entities within the State of California. Benefit provisions and all other requirements are established by state statute.

The financial objective of a defined benefit pension plan is to fund the long-term cost of benefits provided to the plan participants. In order to assure its financial soundness and sustainability, the plan should accumulate adequate resources in a systematic and disciplined manner to ensure sufficient resources are available to meet employee benefit requirements. This Policy outlines the practices the City will utilize to address its actuarially determined contributions to fund the long-term cost of benefits to the Pension Plan participants and annuitants.

Pension Costs and Liabilities. In order to fund its employees’ pension benefits, the City is required to make contributions (a portion of which may come from the employees) to CalPERS. CalPERS then invests these contributions to generate returns to help fund the pension benefits. The regular required contributions, known as the “normal cost,” are calculated as a percent of salaries and represent the annual cost of service accrual for the upcoming fiscal year for active employees. If, for any reason, the actual Pension Plan experience and investment performance fall short of the actuarial assumptions, the Pension Plan can become underfunded (i.e., the Pension Plan’s Normal Accrued Liability exceeds the Plan’s market value of assets). This shortfall is known as the Unfunded Accrued Liability (the “UAL”) and usually has to be covered by the City through a series of UAL Payments, which are above and beyond the “normal cost” contributions. The UAL Payments are calculated in total dollar amounts, not as a percent of salaries.

The UAL can be caused by multiple factors, including but not limited to, changes to CalPERS’ actuarial amortization policy, retroactive pension benefit enhancements, investment underperformance, actuarial assumption changes, demographic factors, and discount rate reductions.

UAL is Debt. The UAL balance at any given point in time is a debt of the City owed to CalPERS which is amortized over a set period of time with interest accruing at the then current CalPERS discount rate (the “Discount Rate”). However, this debt can be prepaid at any time without penalties. Recognizing the UAL as debt helps the City identify proper steps to address it and minimize the associated financing costs.

Ongoing CalPERS Practices. Every year CalPERS prepares updated actuarial valuation reports for each of the City’s Pension Plans wherein it calculates the City’s total pension liability as of the end of the prior fiscal year (each a “Valuation Report”). If the investment performance during that fiscal year was different from the Discount Rate, or if CalPERS made any changes to its actuarial assumptions, or if the actual demographic or compensation experience within the Pension Plans was different from the actuarial assumptions, new line items, or UAL amortization “bases,” may be added to the plan and result in a change to the UAL balance. Such UAL amortization bases may be positive (indicating funding shortfall for the Pension Plans) or negative (indicating funding surplus for the Pension Plans). Since CalPERS can add new UAL amortization bases every year, the Pension Plans must be monitored annually and managed continually – there is no one-time solution.

UNFUNDED ACCRUED LIABILITY PENSION MANAGEMENT POLICY

CalPERS has adopted the UAL amortization methods that were meant to help public agencies “ease into” paying for the UAL increases. New UAL amortization bases are implemented incrementally, with a five-year ramp-up period, and at times include additional small increases in each of the subsequent years. The ramp-up period, while reducing the cash flow impact in the near term, increases the overall UAL repayment costs for the City by delaying repayment. Since the UAL balances accrue interest at the rate that is equal to the then current Discount Rate, the delayed payments prior to the commencement of the amortization and the reduced payments during the ramp-up period that do not fully cover the interest costs result in negative amortization, causing further increases to the UAL balance. To help reduce the overall costs of the UAL repayment, this Policy encourages level annual payments (i.e., no ramp-up) whenever possible.

Section 4. Policy

A. Funding Level Objective. It is the City’s policy to strive to achieve and maintain a Pension “Funded Ratio” (being the ratio by which the Market Value of Assets—as set forth in the most recently published Valuation Report—exceeds the Entry Age Normal Accrued Liability or “EANAL”—as set forth in the most recently published Valuation Report) for each Pension Plan of [90]%, but never dropping below [85]% (the “Funding Level Objective”).

Funding Level Objective = [90]%

Achieving and maintaining the [90]% Funding Level Objective ensures that the ongoing contributions of the City and its employees, and therefore the taxpayer funds, are properly and adequately funding the retirement benefits of retirees and today’s workers. This concept is commonly referred to as the intergenerational equity. Falling short of this funded level forces future City Council to pay the costs of the poor planning and execution of today’s Pension Plans. The reason for a Funding Level Objective of [90]% rather than 100% is to allow some cushion for the possibility that good investment returns by CalPERS in a given year might push the Funded Ratio of a Pension Plan above 100% (commonly referred to as “superfunded status”), which means that the City and its employees had contributed into the Pension Plan more than was necessary. Thus, while the City remains committed to maintaining a 100% funded level, it shall manage the [10]% differential (i.e., the difference between [90]% and 100%) through its own investment process by creating the “Pension Rate Stabilization Fund” discussed herein.

Guidance: To achieve the Funding Level Objective, this Policy provides the following guidance:

1. **Pre-Pay the Entire Annual UAL Payment by July 31st of each year.** On or before July 1st of each year, the City receives its annual CalPERS UAL invoice. The City has two payments options. The invoice can (1) be paid in equal monthly increments or (2) be fully pre-paid at the beginning of the fiscal year by July 31st. By prepaying the entire invoice amount due by July 31st, the City can concurrently save approximately 3.3% compared to making the monthly payments. As such, every effort should be made to pre-pay the UAL payment upon receipt of the annual invoice.
2. **Pre-Pay UAL from Reserves, One-Time Revenues and Fund Surpluses.** Reserves (often invested in LAIF) regularly do not earn returns that can offset the interest rate that CalPERS charges on the outstanding UAL balance. Supplemental contributions into the Pension Plans from available reserves, one-time revenues and fund surpluses can generate substantial long-

UNFUNDED ACCRUED LIABILITY PENSION MANAGEMENT POLICY

term net savings. Each supplemental contribution, referred to by CalPERS as an Additional Discretionary Payment (ADP), reduces the UAL balance, the Annual Required Contributions (ARC) for future years, and the total interest costs associated with the UAL. CalPERS does not apply any prepayment penalties to ADPs. Therefore, during each budget cycle, the City staff shall review all available reserves, one-time revenues and fund surpluses to determine whether any such funds could be used to make an ADP to pay down the UAL, keeping in mind operational and capital budgetary constraints while maintaining adequate reserves and balancing the fiscal soundness of eliminating the high-interest UAL debt. ADPs should not adversely affect the general operations and fiscal soundness of the City.

The new CalPERS program offers significant flexibility to member agencies to pre pay what they can afford as circumstances change. A companion program offered by CalPERS also offers similar pre-payment but on a committed schedule with no opt-out provision that commits an agency to a payment regardless of ability to pay or competing needs annually.

3. CalPERS Pension Prefunding Trust Program

CalPERS has recently introduced the *California Employers' Pension Prefunding Trust Program* (CEPPT). An employer may participate in the CEPPT upon (i) approval by the Board and (ii) filing a duly adopted and executed Agreement and Election to Prefund Employer Contributions to a Defined Benefit Pension Plan (Agreement) as provided in the terms and conditions of the Agreement.

The CEPPT is a trust fund that is intended to perform an essential governmental function (that is, the investment of funds by a State, political subdivision or 115 entity) within the meaning of Internal Revenue Code (Code) Section 115 and Internal Revenue Service Revenue Ruling 77-261, and as an Investment Trust Fund, as defined in Governmental Accounting Standards Board (GASB) Statement No. 84, Paragraph 16, for accounting and financial reporting of fiduciary activities from the external portion of investment pools and individual investment accounts that are held in a trust. The CEPPT is not a Code Section 401(a) qualified trust and the assets held in the CEPPT are not assets of any Employer Pension Plan or any plan qualified under Code Section 401(a).

- 4. Capital Financing.** When considering capital projects, staff regularly reviews and plans for reserving capital to cash fund current and future projects. When considering how to pay for current and future capital projects, staff should review the current tax-exempt market to assess if it would be more cost effective to borrow at tax-exempt rates to pay for the capital projects and redirect the reserved funding (and/or such other appropriate funds of the City) to make ADPs to CalPERS.

If there are projected cost savings by using this method, and a capital financing strategy is to be implemented, the City Council would need to approve of the ADPs being paid to CalPERS prior to the financing to ensure that the annual savings generated by implementing the strategy are applied to UAL paydowns.

UNFUNDED ACCRUED LIABILITY PENSION MANAGEMENT POLICY

5. **Utilize Savings Achieved from Refunding Outstanding Non-Pension Related Debt to Pre-Pay UAL.** During each budget cycle, staff should review all outstanding long-term non-pension related debt of the City to determine whether a refunding of such debt might result in net present value (NPV) savings of greater than 3%, and if so, consider a structure and strategy that frontloads the savings from such debt refunding, which can then be used to pay down the UAL. This strategy should only be used if the interest rates on the currently outstanding debt is sufficiently below the then-current Discount Rate to ensure that overall NPV savings of greater than 3% are achieved by the City.
6. **Sources of Revenue.** All fees, rates and charges should incorporate full allocation of pension costs for employees providing associated services. While some funds cannot contribute more than their fair share (i.e., enterprise funds), they should not contribute less than their fair share. Staff shall review allocation of labor costs to proprietary and other funds to ensure full reimbursement of the pension cost burden. Staff shall provide, or cause to be provided, consistent and well-documented methodology for pension cost allocation to all funds.
7. **Pension Obligation Financing.** The City shall consider issuing taxable municipal debt obligations (generically hereafter referred to as “Pension Obligations”) to refinance the UAL, in part or in whole, if such bond obligations are expected to produce minimum cash flow savings of at least 5%, taking into account all debt service and costs of issuance associated with such bond obligations, in comparison to CalPERS’ respective UAL amortization schedule and the then-current Discount Rate.

Pension Obligations shall not utilize swaps or derivatives of any kind and should be structured with reasonable and flexible call provisions (with a maximum of 10-year call provision). Pension Obligations shall be used only to prepay the UAL liabilities, and shall not be used to finance normal cost payments. The issuance of Pension Obligations must be voted upon and approved by the City Council.
8. **Annual Review of the CalPERS Actuarial Valuation Reports and Associated Tasks.** The City staff shall review or cause to be reviewed the annual CalPERS actuarial valuation reports within 30 days of their release by CalPERS, which usually takes place during the month of August. The review should focus on identifying the annual changes to each of the Pension Plans UAL, and quantifying the associated cost implications and the corresponding impact on the Funded Ratio. Staff should annually reach out to the City’s CalPERS actuary to request a calculation of flat payments (rather than ramp-up payments) for all outstanding and new UAL amortization bases. In making ADPs, the City staff shall determine or cause to be determined the optimal application of the ADPs to the outstanding UAL amortization bases to achieve the Funding Level Objective as well as desired budgetary outcomes.
9. **ADPs Shared Between All Benefiting City Funds.** Whenever an ADP is made, the City will endeavor to ensure that all benefitting funds (the “Benefiting Funds”) contribute their fair share in accordance with the City’s allocation method of charging off its pension costs for each City fund.

B. Establishment and Operation of a Pension Rate Stabilization Fund.

UNFUNDED ACCRUED LIABILITY PENSION MANAGEMENT POLICY

1. **Establishment of a Pension Rate Stabilization Fund.** The City may establish a Pension Rate Stabilization Fund, either self-managed, Section 115 trust fund managed by a third-party investment manager (the “Investment Manager”) or by participating in CalPERS UAL “Catch-up Plans”. The Pension Rate Stabilization Fund will receive Sequestered Savings (defined below) and Sequestered Surplus (defined below) as well as any other funds deposited into it at the discretion of the City Council, based on recommendations made by the City staff during the annual budget process. Funds in the Pension Rate Stabilization Fund should only be used to manage the City’s pension benefits costs to maintain each of the Pension Plans at the Funding Level Objective in accordance with the goals and objectives set forth in this Policy.
2. **Funding the Pension Rate Stabilization Fund.**
 - (a) **Sequestered Savings.** Upon the issuance of each series of Pension Obligations, or for deposits to CalPERS, for each of the next [ten (10)] consecutive years (or such other period of years as deemed appropriate by the City Council at the time of any subsequent issuances of Pension Obligations), or following such issuance, a fixed dollar amount equal to [50%] (or such other percentage as deemed appropriate by the City Council at the time of any subsequent issuances of Pension Obligations or Deposits) of the “Total Sequestered Savings” (as calculated in the manner set forth below) achieved by issuing Pension Obligations or Deposits (the “Annual Sequestered Savings Savings”), shall be transferred from the Benefiting Funds (as established in section A8 above) and deposited into the Pension Rate Stabilization Fund until such time that the Pension Rate Stabilization Fund reaches the Pension Rate Stabilization Fund Maximum (as outlined in section B3 below), and thereafter all Sequestered Savings will be directed to a “Pension Obligation Prepayment Fund” which will be established and maintained by the City for the purpose of prepaying any outstanding Pension Obligations.

$$\text{Total Sequestered Savings} = \text{UALDS} - \text{DS}$$

$$\text{Annual Sequestered Savings} = \text{SSP} \times \left(\frac{\text{UALDS} - \text{DS}}{Y} \right)$$

SSP = Sequestered Savings Percentage

UALDS = Scheduled UAL debt service being paid off by the Pension Obligations

DS = Total principal amount of Debt Service on the Pension Obligations

Y = Number of years to pay back Sequestered Savings

Example of Annual Sequestered Savings Calculation

If a \$5M Pension Obligation was issued in 2022 for the purpose of prepaying UAL. The total UAL debt service (UALDS) paid off with the Pension Obligation was \$8,000,000 and the total debt service (DS) on the Pension Obligation is \$7,000,000. The City elected to sequester 50% of the total savings over a 10-year period (Y), which in this example results in an Annual Sequestered Savings of \$50,000.

$$\text{Annual Seq. Savings} = 0.5 \times \left(\frac{8,000,000 - 7,000,000}{10} \right)$$

UNFUNDED ACCRUED LIABILITY PENSION MANAGEMENT POLICY

= \$50,000

(b) Sequestered Surplus. Each Fiscal Year during the City's normal budget adoption process, beginning with the 2023-24 Fiscal year budget, and for each of the following 9 years, a percent between 0% and 10% of any available surplus from the prior Fiscal Year (the "Sequestered Surplus") shall be set aside, transferred and deposited into the Pension Rate Stabilization Fund.

3. Operation of the Pension Rate Stabilization Fund. Sequestered Surplus and Sequestered Savings (and any other amounts contributed by the City) shall be deposited in the Pension Rate Stabilization Fund and used solely for the purpose of making ADP's (and Normal Cost payments during a Fiscal Hardship, and/or to the extent the amount therein exceeds the Pension Rate Stabilization Fund Maximum, as described below) to CalPERS for the purpose of achieving and maintaining Funding Level Objective.

With the goal of achieving and maintaining the Funding Level Objective, each year during the budget cycle, City staff shall calculate, or cause to be calculated, the upcoming Fiscal Year's estimated Funded Ratio by taking into account the most recent Valuation Report's statement of Funded Ratio and adjusting for the estimated UAL amortization base that will be either added or subtracted due to the prior Fiscal Year's investment result of either exceeding or falling short of the then current Discount Rate for that Fiscal Year (the "Estimated Funded Ratio"). If the Estimated Funded Ratio is estimated to be less than the Funding Level Objective, to the extent funds are available in the Pension Rate Stabilization Fund, the appropriate member of staff shall either make, or shall direct the Investment Manager to make, an ADP to CalPERS in the amount necessary to bring the Funded Ratio back up to the Funding Level Objective. Additionally, if sufficient funds are available in the Pension Rate Stabilization Fund, staff shall assess whether to fully amortize any new UAL amortization bases in order to reduce the long-term interest costs associated with the "ramping" procedures used by CalPERS.

Moneys in the Pension Rate Stabilization Fund shall not be used for normal costs until such time as the amount therein, when combined with the Market Value of Assets (as set forth in the most recently published Valuation Report) exceeds the Entry Age Normal Accrued Liability (as set forth in the most recently published Valuation Report) by 110% (the "Pension Rate Stabilization Fund Maximum"). To the extent monies in the Pension Rate Stabilization Fund on June 31st exceed the Pension Rate Stabilization Fund Maximum (after consideration has been given to the amounts therein required to be paid to CalPERS for the ensuing Fiscal Year to maintain the Estimated Funded Ratio at or above the Funding Level Objective), any accrued surplus over 110% may be used to offset the City's Normal Cost payment made to CalPERS in such Fiscal Year, and any Sequestered Savings will be directed to the Bond Call Fund.

4. Fiscal Hardship. In the event of a Fiscal Hardship (as defined below), transfers of Sequestered Savings may be abated and/or the Pension Rate Stabilization Fund may be utilized for either normal or UAL costs until the Fiscal Hardship is no longer in effect.

"Fiscal Hardship" means an economic hardship, or other unanticipated fiscal emergency, that has been declared by resolution of the City Council.

UNFUNDED ACCRUED LIABILITY PENSION MANAGEMENT POLICY

C. **Transparency and Reporting.** Funding of the Pension Plans should be transparent to all stakeholders, including plan participants, annuitants, the City Council, and City residents. To achieve this Policy objective, copies of the annual actuarial valuation reports for each Pension Plan shall be made available to the City Council, and shall be posted on the City's website. The City's audited financial statements shall also be posted on the City's because they include, among other things, information on the City's current and future annual Pension Plan contributions as well as the funded status of each Pension Plan.

D. **Annual Budget to Contain Policy Directed Information.** The City's annual operating budget shall consider the items specified in this Policy for inclusion in each such annual budget.

E. **Review of Policy.** Funding a defined benefit pension plan requires a long-term horizon planning approach. This Policy is intended to provide general objectives and guidelines, which will require periodic review to consider changes in the City's financial position and Pension Plan funded status over time. As such, City staff will review the policy for implementation of new best practices and will provide to City Council for adoption on an as needed basis, not to exceed 5 years.

F. **Adjustment of Liability Reduction Strategy.** During the course of managing a debt reduction strategy to reduce the Pension Liability, the City, pursuant to Council approval may choose to discontinue advance payments to CalPERS and instead issue Pension Obligation Bonds to manage and retire that debt. This policy, while currently intending to select the preferred method of enrolling in CalPERS debt reduction program, can be used in the future to guide use of pension obligation bond financing as the method to retire UAL debt.

CONCLUSION:

In order to best manage fluctuations in revenue, economic uncertainty, unanticipated expenses and to begin a deliberate and pragmatic approach to UAL reduction, the City opts to use the CalPERS *Additional Discretionary Payment* (ADP) program to pay-down UAL for Fiscal Years '24 through '29. Each year, available and appropriate resources will be proposed in the FY Budget process identifying the annual payment the City expects to be able to make. Prior to the start of year three of this five year plan, staff will reassess the effectiveness and satisfaction of using the ADP approach to UAL reduction.

City of Kerman ADP Info

Exhibit 'B'

Additional Discretionary Payment Summary

- Many employers make additional contributions above the minimum required for pension plans.
- CalPERS Actuarial Office provides tools to help employers determine the impact of additional contributions.
- Additional contributions have several advantages, including expected savings in interest paid and reducing the overall cost of the pension program.
- Additional contributions also reduce the risk of low funded status and high contributions in the future, and can reduce net pension liability and pension expense for financial reporting purposes.
- The form of additional discretionary payments varies between employers, some make occasional ad hoc payments, while others have a formal plan to pay off their unfunded liabilities by a specific target date.

Exhibit 'C'

MISCELLANEOUS PLAN:

Miscellaneous Plan of the City of Kerman
CalPERS ID: 2321945323

Plan's Funded Status

	June 30, 2019	June 30, 2020
1. Present Value of Projected Benefits (PVB)	\$13,306,816	\$14,088,731
2. Entry Age Accrued Liability (AL)	11,852,382	12,608,833
3. Plan's Market Value of Assets (MVA)	9,231,530	9,666,098
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	2,620,852	2,942,735
5. Funded Ratio [(3) / (2)]	77.9%	76.7%

PEPRA MISCELLANEOUS PLAN:

CALPERS ACTUARIAL VALUATION - June 30, 2020
PEPRA Miscellaneous Plan of the City of Kerman
CalPERS ID: 2321945323

Plan's Funded Status

	June 30, 2019	June 30, 2020
1. Present Value of Projected Benefits (PVB)	\$1,569,265	\$2,134,666
2. Entry Age Accrued Liability (AL)	495,657	646,108
3. Plan's Market Value of Assets (MVA)	456,277	587,855
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	39,380	58,253
5. Funded Ratio [(3) / (2)]	92.1%	91.0%

SAFETY / POLICE PLAN:

CALPERS ACTUARIAL VALUATION - June 30, 2020
 Safety Police Plan of the City of Kerman
 CalPERS ID: 2321945323

Plan's Funded Status

	June 30, 2019	June 30, 2020
1. Present Value of Projected Benefits (PVB)	\$8,298,276	\$8,925,144
2. Entry Age Accrued Liability (AL)	6,221,145	6,775,823
3. Plan's Market Value of Assets (MVA)	4,764,555	5,143,792
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	1,456,590	1,632,031
5. Funded Ratio [(3) / (2)]	76.6%	75.9%

PEPRA SAFETY/POLICE PLAN....

CALPERS ACTUARIAL VALUATION - June 30, 2020
 PEPRA Safety Police Plan of the City of Kerman
 CalPERS ID: 2321945323

Plan's Funded Status

	June 30, 2019	June 30, 2020
1. Present Value of Projected Benefits (PVB)	\$1,990,709	\$2,300,514
2. Entry Age Accrued Liability (AL)	379,612	449,906
3. Plan's Market Value of Assets (MVA)	332,661	387,519
4. Unfunded Accrued Liability (UAL) [(2) - (3)]	46,951	62,387
5. Funded Ratio [(3) / (2)]	87.6%	86.1%