



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, February 28, 2024 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

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 - February 14, 2024

RECOMMENDATION: Council approve minutes as presented.

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

01/21/2024 to 02/03/2024: \$199,224.86; Retro Pay & Other: \$1,276.48; Overtime: \$8,001.12; Standby: \$1,836.20; Comp Time Earned: 139.70

RECOMMENDATION: Council approve payroll as presented.

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

1. Nos. 28732-28788 \$291,157.77 ACH \$86,300.35.

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

D. **SUBJECT:** Monthly Investment Report

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Designation of Applicant's Agent Resolution for Non-State Agencies for State of California, California's Governor's Office of Emergency Services (JA)

RECOMMENDATION: Council by motion adopt Designation of Applicant's Agent Resolution Non-State Agencies authorizing City Manager and Finance Director as authorized agents through the State of California, California's Governor's Office of Emergency Services.

F. **SUBJECT:** Award of a Professional Services Contract to GHD, Inc., for the Preparation of the Safe Routes to School (SRTS) and American with Disabilities Act (ADA) Transition Plan (JG)

RECOMMENDATION: Council by motion adopt a resolution:
Approving professional services contract for SRTS and ADA Transition Plan Project to GHD, Inc. in the amount of \$206,000.00 and;
Authorizing an additional 10% contingency in the amount of \$20,600.00 and;
Authorizing the City Manager to sign the professional services and subsequent change orders, up to the additional contingency amount on behalf of the City.

6. PUBLIC HEARINGS

None.

7. DEPARTMENT REPORTS

A. SUBJECT: Adoption of New Storm Drain Rates (JA)

RECOMMENDATION: It is recommended that the City Council receive the tabulation results regarding the storm drain ballots and adopt the following resolutions:

1. Resolution Accepting the Tabulation Results for the City's Storm Drain Rates In accordance with Proposition 218; and
2. Resolution Approving Storm Drain Rates Commencing April 1, 2024 and ratifying the Proposition 218 process

8. CITY MANAGER/STAFF COMMUNICATIONS

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

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

10. CLOSED SESSION

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

11. ADJOURNMENT

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

ADA Compliance and Reasonable Accommodation. The Council has adopted a Reasonable Accommodation Policy, which is available on the City website at www.cityofkerman.net or upon request by emailing the City Clerk at publicmeeting@cityofkerman.org or calling (559) 846-9450. 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) 846-9450 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, Josie Camacho, Interim 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: February 23, 2024 /s/ Josie Camacho, Interim City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, February 14, 2024 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome – Mayor
- B. Call to Order - **6:00 p.m.**
- C. Roll Call - **All present except Council Member Herrera.**
- D. Invocation - **Moment of silence observed.**
- E. Pledge of Allegiance – **Performed**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS – None

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Mid Valley Disposal Presentation of Recycler Award to Garcia's Supermarket - **Award presented by Billie Miller, Mid Valley Disposal.**

4. REQUEST TO ADDRESS COUNCIL – None

5. CONSENT CALENDAR

- A. **SUBJECT:** Minutes - January 24, 2024 & February 3, 2024

RECOMMENDATION: Council approve minutes as presented.

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

01/07/2024 to 01/20/2024: \$188,785.19; Retro Pay & Other: \$2,907.51; Overtime: \$8,553.19; Standby: \$1,494.60; Comp Time Earned: 142.32

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 28499-28679 \$1,536,551.07 ACH \$55,315.43.

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

D. SUBJECT: Award of Contract for Well 33 Pilot Hole Project to South Valley Companies, Inc. and Approval of License (JG)

RECOMMENDATION: Council by motion adopt;

Resolution awarding contract for Well 33 Pilot Hole Project to South Valley Companies, Inc. in the amount of \$386,500.00 including approval of 10% construction contingency in the amount of \$38,700; and

Resolution approving the license agreement with Joseph Crown Construction and Development, Inc. for the Well 33 Pilot Hole Project.

Motion made for Item 5.A – 5.D by Council Member Yep, Seconded by Mayor Pro Tem Nijjer.
Voting Yea: Mayor Pacheco, Council Member Coleman

E. SUBJECT: Resolution Approving Amended Side Letter Agreement with Kerman Peace Officers Association (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving Amended Side Letter Agreement with Kerman Peace Officers Association (KPOA) implementing adjustments to KPOA salary scales in response to labor market competitiveness.

Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer. Voting Yea: Mayor Pacheco. Recuse from Item 5.E: Council Member Coleman

6. PUBLIC HEARINGS – Opened 6:15 p.m.

A. SUBJECT: Public Hearing for Proposed Decrease/Increase in Storm Drain Rates

RECOMMENDATION: Staff recommends the following:

1. Council open and conduct the public hearing to receive staff report and written and public comments; and
2. Interim City Clerk receive any ballots from members of the public prior to the close of the public hearing; and
3. Council close the public hearing; and
4. Council ask any questions of staff and consultant; and
5. Direct the Interim City Clerk to proceed with the tabulation of ballots in public view in the Council Chamber at 9:30 A.M. on February 15, 2024, and submit Tabulation Report at the February 28, 2024, Council meeting for Council consideration.

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

Closed 6:39 p.m.

Public Hearing - Opened 6:48 p.m.

B. SUBJECT: Tentative Parcel Map No. 2023-01 (JRO)

RECOMMENDATION: Council conduct a Public Hearing, close the Public Hearing; adopt a resolution approving Tentative Parcel Map 2023-01, APN: 025-130-14S; and find the project exempt under California Environmental Quality Act; and approve Notice of Exemption for the project.

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

Closed 6:58 p.m.

7. DEPARTMENT REPORTS

A. SUBJECT: Resolution Approving Application(s) for specified grant funds from the Budget Act of 2023, AB102 19.561(B)(60) \$1,000,000 for the City of Kerman for the completion of Hart Ranch Community Park Project (TJ)

RECOMMENDATION: Council by motion adopt resolution authorizing the submission of Application (s) for specified grant funds from the Budget Act of 2023, AB102 19.561(B)(60) \$1,000,000 for the City of Kerman for the completion of Hart Ranch Community Park Project.

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

8. CITY MANAGER/STAFF COMMUNICATIONS

9. MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS – Future agenda item for technology for translation services during Council meetings.

10. CLOSED SESSION

7:15 p.m. Council recess to Closed Session.

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

**7:26 p.m. reconvene from closed session with no reportable action.
Four members present, Council Member Herrera absent.**

11. ADJOURNMENT - 7:26 p.m.

MINUTES CERTIFICATION

I, Josie Camacho, Interim 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: February 15, 2024 /s/ Josie Camacho, Interim City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: January 21, 2024 - February 03, 2024

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2		STANDBY		GROSS	COMP TIME
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	SALARY	EARNED
ADMINISTRATION										
Alvarez, Josefina	\$ 3,748.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,748.31	0.00
Camacho, Josie	\$ 3,219.85	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,219.85	13.50
Cheema, Akayla	\$ 2,663.08	\$ -	4.58	\$ 227.36	0.00	\$ -	0.00	\$ -	\$ 2,890.44	0.00
Garcia, Alex	\$ 1,530.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,530.15	6.33
Gonzalez, Diana	\$ 3,641.16	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,641.16	0.00
Jansons, John	\$ 7,012.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 7,012.54	0.00
Leon, Ulysa	\$ 1,530.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,530.15	6.62
Linares, Vanessa	\$ 1,793.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,793.69	3.75
Lopez, Jacqueline	\$ 2,386.77	\$ -	0.08	\$ 52.29	0.00	\$ -	0.00	\$ -	\$ 2,439.05	0.00
Mendoza Hernandez, Ariana	\$ 1,972.77	\$ -	5.50	\$ 198.29	0.00	\$ -	0.00	\$ -	\$ 2,171.05	0.00
Sandoval, Veronica	\$ 1,793.69	\$ -	4.75	\$ 157.91	0.00	\$ -	0.00	\$ -	\$ 1,951.61	6.00
TOTAL	\$31,292.16	\$ -	14.91	\$ 635.84	0.00	\$ -	0.00	\$ -	\$ 31,928.00	36.20
REC/SOCIAL										
Acosta-Parra, Melany	\$ 72.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 72.00	0.00
Aguilar, Corina	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Arredondo, Raquel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4.00	0.00
Bankston, Jacob	\$ 4.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	51.75
Barrett, Shannon	\$ 1,806.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,806.00	0.00
Beltran, Isabelle	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Brar, Manreet	\$ 96.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 96.00	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.00
Chouhan, Arnoop	\$ 96.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 96.00	0.00
Chouhan, Gurnoor	\$ 96.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 96.00	0.00
Cruz Paramo, Xitlali	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Flores, Haley	\$ 1,659.26	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,659.26	0.00
Garcia, Anthony	\$ 1,548.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,548.92	0.00
Gonzalez Corrales, Aleena	\$ 88.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 88.00	0.00
Hurlbert, Ronald	\$ 396.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 396.00	0.00
Jauriqui, Jose	\$ 577.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 577.50	0.00
Johnson, Theresa	\$ 3,343.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,343.54	0.00
Leon Morales, Yesenia	\$ 480.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 480.00	0.00
Lemm, Kylie	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Daniela	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Joshua	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lua, Miguelangel	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Lujan, Vanessa	\$ 408.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 408.00	0.00
Manriquez Valdovinos, Ema	\$ 1,404.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,404.92	0.00
Martinez, Aylah	\$ 453.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 453.75	0.00
Martinez, Jeness	\$ 32.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 32.00	0.00
Naranjo, Alexander	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Nazaroff, Rebekah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Negrete, Dean	\$ 1,707.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,707.69	0.00
Pena, Alexis	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Pena, Mercedes	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Sidhu, Nirmal	\$ 2,106.14	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,106.14	0.00
Silva, Jessica	\$ 456.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 456.00	0.00
Tovar, Jessica	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Villarreal, Arlene	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
TOTAL	\$24,996.16	-	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 24,996.16	51.75
POLICE										
Antuna, Miguel	\$ 3,168.72	\$ -	8.50	\$ 320.64	0.00	\$ -	0.00	\$ -	\$ 3,489.36	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: January 21, 2024 - February 03, 2024

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Arciga, Jose	\$ 3,308.55	\$1,250.87	0.00	\$ -	0.00	\$ -	8.00	\$ 78.18	\$ 4,637.60	13.50
Barbosa, Isaias	\$ 3,413.77	\$ -	12.00	\$ 968.22	0.00	\$ -	0.00	\$ -	\$ 4,381.99	3.75
Barcoma, Wilbert	\$ 5,018.59	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,018.59	0.00
Barra, Brenden	\$ 2,584.97	\$ -	0.00	\$ -	0.00	\$ -	8.00	\$ 60.06	\$ 2,645.03	3.75
Barrera, Eduardo	\$ 2,598.14	\$ -	2.50	\$ 115.99	0.00	\$ -	12.00	\$ 92.79	\$ 2,806.92	0.00
Belding, Jeff	\$ 4,350.98	\$ -	4.50	\$ 344.61	0.00	\$ -	0.00	\$ -	\$ 4,695.59	0.00
Castro, Jaclynn	\$ 2,536.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,536.69	6.75
Chapman, Tom	\$ 4,448.44	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,448.44	0.00
Clark, Patrick	\$ 2,990.24	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,990.24	0.00
Cubillos, Munique	\$ 2,345.27	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,345.27	0.00
Cubillos, Theresa	\$ 3,227.40	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,227.40	0.00
Farr, Jonathan	\$ 2,474.19	\$ -	10.00	\$ 441.82	0.00	\$ -	0.00	\$ -	\$ 2,916.01	0.00
Garcia, Andrew	\$ 2,413.85	\$ -	4.00	\$ 172.42	0.00	\$ -	0.00	\$ -	\$ 2,586.26	0.00
Gempis, Danzel	\$ 2,298.92	\$ -	2.00	\$ 82.10	0.00	\$ -	0.00	\$ -	\$ 2,381.03	0.00
Gutierrez, Gloria	\$ 2,296.24	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,296.24	0.00
Gutierrez, Luis	\$ 2,323.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,323.92	24.00
Inthasone, Bryant	\$ 2,413.85	\$ -	10.80	\$ 461.22	0.00	\$ -	0.00	\$ -	\$ 2,875.06	0.00
Irazoqui, Mario	\$ 1,224.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,224.50	0.00
Lopez, Matt	\$ 892.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 892.50	0.00
Lozano, Daniel	\$ 2,158.91	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,158.91	0.00
Mendoza, Sandra	\$ 3,713.32	\$ -	6.50	\$ 428.11	0.00	\$ -	8.00	\$ 87.82	\$ 4,229.24	0.00
Nery De La Cruz, Fabiana	\$ 2,189.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,189.54	0.00
Ramirez, Victoria	\$ 1,764.44	\$ -	1.00	\$ 33.08	0.00	\$ -	0.00	\$ -	\$ 1,797.53	0.00
Roth, Adriana	\$ 2,418.90	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,418.90	0.00
Ruiz, Jose	\$ 2,418.90	\$ -	20.00	\$ 841.57	0.00	\$ -	0.00	\$ -	\$ 3,260.47	0.00
Vasquez, Francisco	\$ 2,381.40	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,381.40	0.00
Velez, Bernice	\$ 1,860.14	\$ -	14.00	\$ 488.29	0.00	\$ -	0.00	\$ -	\$ 2,348.42	0.00
Wilkins, Steve	\$ 5,062.76	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,062.76	0.00
TOTAL:	\$80,298.04	\$1,250.87	\$95.80	\$4,698.07	\$ -	\$ -	36.00	\$ 318.85	\$86,565.83	\$ 51.75

PUBLIC WORKS

Arrellano, Antonio	\$ 1,889.97	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,889.97	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,960.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,960.31	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,427.72	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,427.72	0.00
Cruz Villalobos, Eulises	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Garcia, Destiny	\$ 1,757.23	\$ 25.61	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,782.84	0.00
Garcia, Guadalupe	\$ 1,794.80	\$ -	2.00	\$ 65.43	0.00	\$ -	0.00	\$ -	\$ 1,860.23	0.00
Garcia Pina, Gilberto	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Gastelum, Humberto	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Guizar, Jesus	\$ 1,338.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,338.00	0.00
Gutierrez Olivarez, Norberto	\$ 1,626.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,626.00	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Isaak, Denise	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
Jimenez, Gabriela	\$ 1,495.53	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,495.53	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	0.00
Lopez, Josue	\$ 1,837.54	\$ -	49.50	\$1,832.23	0.00	\$ -	32.00	\$ 715.02	\$ 4,384.78	0.00
Morales, Andres	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Ortiz, Carlos	\$ 2,055.85	\$ -	13.00	\$ 564.14	0.00	\$ -	32.00	\$ 802.34	\$ 3,422.33	0.00
Perez, Ruben Lopez	\$ 1,910.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,910.31	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,707.51	0.00
Rivera, Hector	\$ 970.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 970.05	0.00
Sanchez, Daniel	\$ 2,694.55	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,694.55	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: January 21, 2024 - February 03, 2024

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Sanchez, Joseph	\$ 970.05	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 970.05	0.00
Soto, Samuel	\$ 2,058.62	\$ -	3.00	\$ 112.98	0.00	\$ -	0.00	\$ -	\$ 2,171.60	0.00
Tinoco, Alfonso	\$ 2,514.62	\$ -	2.00	\$ 92.42	0.00	\$ -	0.00	\$ -	\$ 2,607.04	0.00
Valdivia, Blanco	\$ 1,757.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.69	0.00
TOTAL	\$53,385.61	\$ 25.61	69.50	\$2,667.21	0.00	\$ -	64.00	\$1,517.35	\$57,595.79	0.00

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	0.00
Campos, Manuel	\$ 1,982.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,982.00	0.00
Meza, Isela	\$ 467.20	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 467.20	0.00
Orozco, Jesus	\$ 3,763.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,763.92	0.00
TOTAL	\$ 8,677.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 8,677.89	0.00

PLANNING

Bandy, R	\$ -
Molloy, Cory	\$ -
Nehring, K	\$ -
Felker, R	\$ -
Bishop, S	\$ -

COUNCIL

Yep, G	\$ 175.00
Herrera, I	\$ 125.00
Nijjer, B	\$ 50.00
Coleman, J	\$ 175.00
Pacheco, M	\$ 50.00

	Total	\$ -		Total				\$ 575.00		
GRAND TOTAL:	\$199,224.86	\$1,276.48	180.21	\$8,001.12	0.00	\$0.00	100.00	\$1,836.20	\$210,338.67	139.70

Accounts Payable

Checks by Date - Summary by Check Date

User: vsandoval
 Printed: 2/21/2024 9:26 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	10517	FEDERAL TAXES PAYROLL	02/12/2024	47,063.16
ACH	10522	CALPERS	02/12/2024	39,237.19
Total for 2/12/2024:				86,300.35
28732	11493	24 / 7 PET VETS	02/16/2024	167.00
28733	12491	ADVANCED COMBAT EVOLUTIONS	02/16/2024	658.00
28734	12257	AMERITAS LIFE INSURANCE CORP- V	02/16/2024	791.65
28735	12489	JOSE ARCIGA	02/16/2024	133.00
28736	10040	AT&T MOBILITY	02/16/2024	3,697.53
28737	10271	AVENU INSIGHTS & ANALYTICS	02/16/2024	525.00
28738	11355	BADGER METER	02/16/2024	13,946.80
28739	11917	BLAIS & ASSOCIATES LLC	02/16/2024	2,344.00
28740	12348	BRADY INDUSTRIES	02/16/2024	417.29
28741	11633	FAVIOLA CARDENAS	02/16/2024	30.00
28742	12560	CITY OF FRESNO POLICE REGIONAL	02/16/2024	115.00
28743	10564	CITY OF KERMAN	02/16/2024	5,670.00
28744	10106	CON EDISON CLEAN ENERGY	02/16/2024	8,989.37
28745	12561	ARMANDO COVARRUBIA	02/16/2024	150.00
28746	10715	DC HEATING AND COOLING	02/16/2024	312.50
28747	10128	DEPARTMENT OF JUSTICE	02/16/2024	140.00
28748	10144	ELBERT DISTRIBUTING INC	02/16/2024	645.95
28749	10157	FERGUSON ENTERPRISES INC	02/16/2024	2,758.85
28750	11550	FRESNO COUNTY SHERIFFS OFFICE -	02/16/2024	137.00
28751	10162	FRESNO COUNTY TREASURER	02/16/2024	22,858.68
28752	11188	FUTURE FORD	02/16/2024	2,310.55
28753	12379	GILL CHEVROLET	02/16/2024	501.90
28754	10185	GRAINGER	02/16/2024	514.14
28755	11358	GREAT AMERICA FINANCIAL SERVICE	02/16/2024	504.28
28756	10201	HORIZON	02/16/2024	937.72
28757	11761	JOHN JANSONS	02/16/2024	235.41
28758	11025	THERESA JOHNSON	02/16/2024	90.00
28759	10226	JORGENSEN & CO	02/16/2024	1,648.00
28760	12112	LG ELECTRIC	02/16/2024	7,500.00
28761	10251	LIGHTHOUSE ELECTRIC INC	02/16/2024	1,440.00
28762	10260	METRO UNIFORM & ACCESSORIES	02/16/2024	568.47
28763	10261	MID VALLEY DISPOSAL INC	02/16/2024	145,109.70
28764	12204	NORTHERN CALIFORNIA RECREATIO	02/16/2024	252.75
28765	10282	OFFICE DEPOT	02/16/2024	504.48
28766	10286	O'REILLY AUTOMOTIVE INC	02/16/2024	5,422.62
28767	10289	P.G. & E.	02/16/2024	33,570.72
28768	10305	PITNEY BOWES BANK INC PURCHASI	02/16/2024	445.90
28769	10315	QUINN COMPANY	02/16/2024	1,935.25
28770	10316	R G EQUIPMENT OF FRESNO INC	02/16/2024	212.78
28771	10319	RENO'S HARDWARE	02/16/2024	172.21
28772	10324	RIVERSIDE NURSERY & LANDSCAPE	02/16/2024	842.21
28773	10327	SAFETY KLEEN SYSTEMS INC	02/16/2024	132.80

				Section 5, Item C.
Check No	Vendor No	Vendor Name	Check Date	
28774	12475	SAN JOAQUIN PEST CONTROL	02/16/2024	105.00
28775	11139	SCELZI EQUIPMENT	02/16/2024	3,553.37
28776	10337	SLUMBERGER LUMBER	02/16/2024	834.24
28777	10603	SOLENIS LLC	02/16/2024	5,657.59
28778	10561	SOUTHERN COMPUTER WAREHOUSE	02/16/2024	379.99
28779	12368	SPECIALTY HOSE EXPRESS LLC	02/16/2024	300.00
28780	10357	TAYLOR MADE IRRIGATION	02/16/2024	96.51
28781	10358	TECH DISTRIBUTION & TIRE SPLY	02/16/2024	67.87
28782	10360	TERRY JOHNSON TRUCKING	02/16/2024	1,828.23
28783	10754	THE HOME DEPOT PRO-SUPPLY WORL	02/16/2024	45.90
28784	10377	US POST OFFICE	02/16/2024	5,000.00
28785	10387	USA BLUE BOOK	02/16/2024	35.36
28786	12290	VERIZON	02/16/2024	682.20
28787	10399	VETERINARY MEDICAL CENTER	02/16/2024	232.00
28788	10289	P.G.& E.	02/16/2024	3,000.00
Total for 2/16/2024:				291,157.77
Report Total (59 checks):				377,458.12

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2023 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2024 Book Balance	Fair Value	Interest Paid
CD's:										
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00	(98,000.00)		-	-	-
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00	(98,000.00)		-	-	-
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00	(51,000.00)		-	-	-
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00	(96,000.00)		-	-	-
Morgan Stanley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00	(240,000.00)		-	-	3,927.45
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00	(97,000.00)		-	-	1,587.35
UBS Bank Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00	(98,000.00)		-	-	1,097.34
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	47,967.84	749.79
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00			248,000.00	247,156.80	1,937.80
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00			205,000.00	203,698.25	2,620.91
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00			245,000.00	243,138.00	3,500.82
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	243,226.20	4,053.58
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	243,226.20	4,053.58
Customers Bank Phoenixville PA	615-030525-245	4.70%	2/16/23	8/16/24	250,000.00			250,000.00	249,487.50	5,826.71
Charles Schwab Bank	615-030525-245	5.20%	3/7/23	9/16/24	250,000.00			250,000.00	250,422.50	6,553.42
Wells Fargo Bank in Sioux Falls	615-030525-245	4.35%	10/14/22	10/15/24	249,000.00			249,000.00	247,966.65	6,350.54
Morgan Stanley Private National Bank	615-030525-245	4.80%	4/20/23	10/21/24	244,000.00			244,000.00	243,763.32	5,872.04
Western Alliance Bank	615-030525-245	4.85%	4/13/23	10/21/24	244,000.00			244,000.00	243,753.56	5,933.21
Brookline Bank Mass	615-030525-245	5.30%	8/30/23	10/30/24		248,000.00		248,000.00	248,729.12	5,509.68
Morgan Stanley Bank	615-030525-245	5.20%	8/30/23	3/3/25		243,000.00		243,000.00	244,105.65	-
Bank of Wisonsin	615-030525-245	5.40%	9/27/23	4/2/25		248,000.00		248,000.00	249,731.04	3,375.51
Merrick Bank	615-030525-245	5.40%	9/27/23	4/4/25		248,000.00		248,000.00	249,745.92	3,375.51
Synchrony Bank	615-030525-245	5.50%	11/3/23	5/5/25		243,000.00		243,000.00	245,174.85	-
Bank of America	615-030525-245	5.50%	11/8/24	5/8/25		243,000.00		243,000.00	245,162.70	-
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	236,554.80	1,375.21
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	240,509.15	4,114.99
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25	245,000.00			245,000.00	240,962.40	4,384.49
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	232,912.11	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	496,445.00	10,000.00
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25	500,000.00			500,000.00	498,330.00	25,109.72
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26	500,000.00			500,000.00	499,245.00	25,358.33
Total CD's		Average Rate	3.98%		5,738,000.00	695,000.00	-	6,433,000.00	6,391,414.56	137,450.56

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2023 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2024 Book Balance	Fair Value	Interest Paid
Securities America Sweep Program										
	Beginning Balance				-			-		
	Transfers In/(Out)		7/6/23			269.84		269.84		
			7/13/23			243,927.45		243,927.45		
			7/14/23			12.06		12.06		
			7/17/23			890.26		890.26		
			7/28/23			(220,006.56)		(220,006.56)		
			7/31/23			(25,093.05)		(25,093.05)		
			7/31/23			34.06		34.06		
			8/4/23			98,587.35		98,587.35		
			8/8/23			1,028.62		1,028.62		
			8/15/23			933.15		933.15		
			8/17/23			5,826.71		5,826.71		
			8/30/23			(106,409.89)		(106,409.89)		
			8/31/23			26.81		26.81		
			9/1-9/26/23			24,703.61		24,703.61		
			9/26/23			(24,729.46)		(24,729.46)		
			10/1-10/31			112,157.47		112,157.47		
			10/30/23			(112,140.28)		(112,140.28)		
			11/1-11/30			246,219.90		246,219.90		
			11/3/24			(18.15)		(18.15)		
			11/8/23			(243,000.00)		(243,000.00)		
			11/29/23			(3,219.50)		(3,219.50)		
			12/1-12/31			6,594.11		6,594.11		
			12/1/23			(0.40)		(0.40)		
			12/27/23			(6,593.54)		(6,593.54)		
			1/2-1-17			16,499.25		16,499.25		
			1/30/24			(15,383.48)		(15,383.48)		
					-	1,116.34	-	1,116.34	1,116.34	-
Local Agency Investment Fund										
	Beginning Balance				12,165,605.11			12,165,605.11		-
	98-10-400									
	Interest	3.15%	7/14/23			95,517.05		95,517.05		95,517.05
		3.59%	10/13/23			110,565.87		110,565.87		
		4.00%	1/12/24			124,287.89		124,287.89		
	Transfers In/(Out)							-		
								-		
								-		
	Total - LAIF	3.58%			12,165,605.11	330,370.81	-	12,495,975.92	12,495,975.92	95,517.05

CITY OF KERMAN
CD/Securities Portfolio
As of January 31, 2024

Section 5, Item D.

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2023 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2024 Book Balance	Fair Value	Interest Paid
Central Valley Money Market Acct	015030960									
Beginning Balance					8,640,558.56			8,640,558.56		
	Interest		7/31/23			587.08		587.08		587.08
			8/31/23			587.12		587.12		
			9/29/23			549.28		549.28		
			10/31/23			606.14		606.14		
			11/30/23			568.30		568.30		
			12/31/23			549.39		549.39		
			1/31/24			625.21		625.21		
	Transfers In/(Out)							-		
								-		
		0.08%						-		
					8,640,558.56	4,072.52	-	8,644,631.08	8,644,631.08	587.08
Subtotal All City Investments		2.55%			26,544,163.67	1,029,443.33	-	27,573,607.00	27,532,021.56	233,554.69
				Total Investments	26,544,163.67	1,030,559.67	-	27,574,723.34	27,533,137.90	233,554.69
								Market Value Adjustment	(41,585.44)	
								1,030,559.67		
								1,030,559.67		
								(0.00)		



STAFF REPORT

MEETING DATE: February 28, 2024

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Designation of Applicant's Agent Resolution for Non-State Agencies for State of California, California's Governor's Office of Emergency Services (JA)

RECOMMENDATION: Council by motion adopt Designation of Applicant's Agent Resolution Non-State Agencies authorizing City Manager and Finance Director as authorized agents through the State of California, California's Governor's Office of Emergency Services.

EXECUTIVE SUMMARY:

The City filled out an application to receive grant funding for thermal scanners and foggers that were purchased to help aid in the early prevention of Covid-19. A Designation of Applicant's Agent Resolution for Non-State Agencies must be submitted in order for the grant funding to proceed. Staff is recommending to have John Jansons, City Manager, and Josefina Alvarez, Finance Director, as the two authorized agents in order to file with the California Governor's Office of Emergency Services to obtain any and all grant proceeds.

The total grant amount submitted was \$16,380.29 and this amount has been recorded to Fiscal Year 2022/2023.

FISCAL IMPACT:

None.

ATTACHMENTS:

- A. Attachment 'A' Resolution from the State of California, California Governor's Office of Emergency Services



Cal OES ID No: _____

DESIGNATION OF APPLICANT'S AGENT RESOLUTION FOR NON-STATE AGENCIES

BE IT RESOLVED BY THE City Council OF THE City of Kerman
(Governing Body) (Name of Applicant)

THAT City Manager, OR
(Title of Authorized Agent)

Finance Director, OR
(Title of Authorized Agent)

(Title of Authorized Agent)

is hereby authorized to execute for and on behalf of the City of Kerman,
(Name of Applicant)

a public entity established under the laws of the State of California, this application and to file it with the California Governor's Office of Emergency Services for the purpose of obtaining federal financial assistance for any existing or future grant program, including, but not limited to any of the following:

- **Federally declared Disaster (DR), Fire Mitigation Assistance Grant (FMAG), California State Only Disaster (CDAA), Immediate Services Program (ISP), Hazard Mitigation Grant Program (HMGP), Building Resilient Infrastructure and Communities (BRIC), Legislative Pre-Disaster Mitigation Program (LPDM)**, under
- Public Law 93-288 as amended by the Robert T. Stafford Disaster Relief and Emergency Assistance Act of 1988, and/or state financial assistance under the California Disaster Assistance Act.
- **Flood Mitigation Assistance Program (FMA)**, under Section 1366 of the National Flood Insurance Act of 1968.
- **National Earthquake Hazards Reduction Program (NEHRP)** 42 U.S. Code 7704 (b) ((2) (A) (ix) and 42 U.S. Code 7704 (b) (2) (B) National Earthquake Hazards Reduction Program, and also The Consolidated Appropriations Act, 2018, Div. F, Department of Homeland Security Appropriations Act, 2018, Pub. L. No. 115-141
- **California Early Earthquake Warning (CEEW)** under CA Gov Code – Gov, Title 2, Div. 1, Chapter 7, Article 5, Sections 8587.8, 8587.11, 8587.12

That the City of Kerman,
(Name of Applicant)

laws of the State of California, hereby authorizes its agent(s) to provide to the Governor's Office of Emergency Services for all matters pertaining to such state disaster assistance the assurances and agreements required.



Please check the appropriate box below

- ☒ This is a universal resolution and is effective for all open and future disasters/grants declared up to three (3) years following the date of approval.
- ☐ This is a disaster/grant specific resolution and is effective for only disaster/grant number(s): _____

Passed and approved this 28th day of February, 2023

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

(Name and Title of Governing Body Representative)

CERTIFICATION

I, Josie Camacho, duly appointed and Interim City Clerk of
(Name) (Title)

City of Kerman, do hereby certify that the above is a true and
(Name of Applicant)

correct copy of a resolution passed and approved by the City Council
(Governing Body)

of the City of Kerman on the 28th day of February, 2023.
(Name of Applicant)

(Signature)

Interim City Clerk
(Title)



Cal OES Form 130 Instructions

A Designation of Applicant's Agent Resolution for Non-State Agencies is required of all Applicants to be eligible to receive funding. A new resolution must be submitted if a previously submitted resolution is older than three (3) years from the last date of approval, is invalid, or has not been submitted.

When completing the Cal OES Form 130, Applicants should fill in the blanks on pages 1 and 2. The blanks are to be filled in as follows:

Resolution Section:

Governing Body: This is the group responsible for appointing and approving the Authorized Agents.

Examples include: Board of Directors, City Council, Board of Supervisors, Board of Education, etc.

Name of Applicant: The public entity established under the laws of the State of California.

Examples include: School District, Office of Education, City, County or Non-profit agency that has applied for the grant, such as: City of San Diego, Sacramento County, Burbank Unified School District, Napa County Office of Education, University Southern California.

Authorized Agent: These are the individuals that are authorized by the Governing Body to engage with the Federal Emergency Management Agency and the California Governor's Office of Emergency Services regarding grants for which they have applied. There are two ways of completing this section:

1. **Titles Only:** The titles of the Authorized Agents should be entered here, not their names. This allows the document to remain valid if an Authorized Agent leaves the position and is replaced by another individual. If "Titles Only" is the chosen method, this document must be accompanied by either a cover letter naming the Authorized Agents by name and title, or the Cal OES AA Names document. The supporting document can be completed by any authorized person within the Agency (e.g., administrative assistant, the Authorized Agent, secretary to the Director). It does not require the Governing Body's signature.
2. **Names and Titles:** If the Governing Body so chooses, the names **and** titles of the Authorized Agents would be listed. A new Cal OES Form 130 will be required if any of the Authorized Agents are replaced, leave the position listed on the document, or their title changes.



Checking Universal or Disaster-Specific Box: A Universal resolution is effective for all past disasters and for those declared up to three (3) years following the date of approval. Upon expiration it is no longer effective for new disasters, but it remains in effect for disasters declared prior to expiration. It remains effective until the disaster goes through closeout unless it is superseded by a newer resolution.

Governing Body Representative: These are the names and titles of the approving Board Members.

Examples include: Chairman of the Board, Director, Superintendent, etc. The names and titles **cannot** be one of the designated Authorized Agents. A minimum of three (3) approving board members must be listed. If less than three are present, meeting minutes must be attached in order to verify a quorum was met.

Certification Section:

Name and Title: This is the individual in attendance who recorded the creation and approval of this resolution.

Examples include: City Clerk, Secretary to the Board of Directors, County Clerk, etc. This person **cannot** be one of the designated Authorized Agents or Approving Board Member. If a person holds two positions (such as City Manager and Secretary to the Board) and the City Manager is to be listed as an Authorized Agent, then that person could sign the document as Secretary to the Board (not City Manager) to eliminate "Self-Certification."



STAFF REPORT

MEETING DATE: February 28, 2024

PRESENTER: Jesus Gonzalez, City Engineer

SUBJECT: Award of a Professional Services Contract to GHD, Inc., for the Preparation of the Safe Routes to School (SRTS) and American with Disabilities Act (ADA) Transition Plan (JG)

RECOMMENDATION: Council by motion adopt a resolution:

1. Approving professional services contract for SRTS and ADA Transition Plan Project to GHD, Inc. in the amount of \$206,000.00 and;
2. Authorizing an additional 10% contingency in the amount of \$20,600.00 and;
3. Authorizing the City Manager to sign the professional services and subsequent change orders, up to the additional contingency amount on behalf of the City.

EXECUTIVE SUMMARY:

SRTS and ADA plans are imperative to communities as they identify measures to 1) facilitate walking and bicycling by students and 2) meet requirements of the American Disabilities Act. The Project will engage the community for input and will identify improvements projects to help Kerman achieve smarth growth, remove barriers to mobility and facilitate multi-modal transportation.

A request for proposals (RFP) was advertised on October 23, 2023 with three sealed proposals received by the due date of November 17, 2023. The proposals were evaluated by a three member committee consisting of the contracting City Engineer and two Department Directors with scoring based on criteria identified in the RFP.

The review process identified GHD, Inc as the most qualified firm to perform the Project services. Following their identification, a separately sealed cost proposal was opened and reviewed for assuring reasonable cost. The proposed cost of \$206,000 was deemed adequate based on the Engineer’s overall Project estimate of \$250,000.

Staff has determined that GHD, Inc.’s qualifications and proposed cost provide the City the best value for completing the Project.

FISCAL IMPACT:

The total estimated Project cost is \$250,000, including project administration, community outreach, plan preparation, and contingency. The major portion of the funding will be through State Highway Account Grant Funds in the amount of \$198,307 and \$51, 693 in Measure C Flexible Funds. There are sufficient funds budgeted in the FY 23/24 Budget to cover the required local match.

ATTACHMENTS:

- A. Resolution
- B. Professional Services Contract

Attachment 'A'

RESOLUTION NO. 24-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
AWARDING A PROFESSIONAL SERVICES CONTRACT FOR THE SAFE ROUTES TO SCHOOL AND
AMERICAN DISABILITIES ACT TRANSITION PLAN TO GHD, INC.**

WHEREAS, on October 23, 2023, a request for proposals (RFP) for preparation of the Safe Routes to School (SRTS) and American Disabilities Act (ADA) Transition Plan, was advertised on the City website and multiple public bidding forums; and

WHEREAS, on November 17, 2023, three (3) proposal packages were received and evaluated, by a review committee consisting of the contracting City Engineer and two Department Directors, for meeting the RFP identified criteria; and

WHEREAS, GHD, Inc. was identified as the firm most qualified to perform the necessary services at a cost of \$206,000.

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

1. The foregoing recitals are true and correct and are incorporated by reference.
2. Upon the recommendation of the Review Committee, made up by the City Engineer, Public Works Director and Community Development Director, approval is granted for award of the Safe Routes to School (SRTS) and American Disabilities Act (ADA) Transition Plan to GHD, Inc. in the amount of Two Hundred and Six Thousand Dollars and Zero Cents (\$206,000.00).
3. Approval is granted for an additional Twenty Thousand and Six Hundred Dollars and Zero Cents (\$20,600) contingency (10% of the original contract cost) for use as necessary on unforeseen matters.
4. The City Manager is authorized to sign the City's standard form of agreement for professional services, and subsequent change orders up to the additional contingency amount.
5. This resolution is effective upon adoption.

(Certification on next page)

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 28th day of February, 2024, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

Attachment ‘B’

**AGREEMENT FOR KERMAN SRTS AND ADA TRANSITION PLAN
CONSULTANT SERVICES BETWEEN
THE CITY OF KERMAN AND GHD INC.**

This Agreement for Kerman SRTS and ADA Transition Plan Consultant Services (“Agreement”) is made and entered into by and between the City of Kerman, a California municipal corporation, (hereinafter referred to as “CITY”) and GHD Inc. (hereinafter referred to as “CONSULTANT”).

RECITALS

WHEREAS, CITY seeks a qualified consultant to perform a comprehensive Safe Routes to School and American Disabilities Act plan analyses and preparation.

WHEREAS, CITY has engaged in a competitive Requests for Proposals process.

WHEREAS, CONSULTANT warrants that it is specially trained, experienced, expert, and competent to perform such services and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY, services as requested by CITY as specifically set forth in Exhibit “A” in a manner consistent with the level of care and skill ordinarily exercised by members of Consultant's profession practicing in the same discipline and locality under similar circumstances (“Standard of Care”), which is attached hereto and hereafter referred as the “Kerman SRTS and ADA Transition Plan”
2. Term of Agreement. This Agreement shall be effective from February 19, 2024 to March 31, 2025, subject to any earlier termination in accordance with this Agreement.
3. Compensation. CONSULTANT’S sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be at the rate and schedules attached hereto as Exhibit “B” and shall not exceed \$206,000.
4. Termination.
 - (a) This Agreement and all obligations hereunder may be terminated at any time, with or without cause, by the CITY upon five (5) days written notice to the CONSULTANT. CONSULTANT may terminate this Agreement upon 30 days’ written notice.
 - (b) If Consultant fails to perform any of its material obligations under this Agreement, in addition to all other remedies provided by law, City may terminate this Agreement immediately upon written notice.

(c) Upon termination with or without cause, all finished and unfinished documents, project data and reports shall, at the option of the City, become its sole property and shall, at Consultant's expense, be delivered to the City or to any party it may so designate.

(d) In the event termination is without cause, Consultant shall be entitled to any compensation owing it hereunder up to the time of such termination, it being understood that any payments are full compensation for services rendered prior to the time of payment; provided, however, that Consultant shall be entitled to compensation for work in progress at the time of termination. Notice of termination shall be mailed as follows:

To the City:

City of Kerman
Attn: City Manager
850 S. Madera Avenue
Kerman, CA 93630

To the Consultant:

GHD
Attn: Todd Tregenza
2200 21st Street
Sacramento, CA 94111

5. Indemnification. To the furthest extent allowed by law, CONSULTANT agrees to indemnify, hold harmless, and defend, City and each of its officers, officials, employees, agents, and volunteers from and against all claims, demands, costs, or liability, and expenses including attorney's fees arising out of the performance of the work described in this Agreement, caused in whole or in part by the sole negligence, recklessness, or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement or anyone for whose acts any of them may be liable excluding, however, such claims, demands, loss, damages, or arising from City's sole negligence or willful acts. If Consultant's obligation to defend, indemnify, and/or hold harmless arises out of Consultant's performance of "design professional" services (as that term is defined under Civil Code section 2782.8), then, and only to the extent required by Civil Code section 2782.8, which is fully incorporated herein, Consultant's indemnification obligation shall be limited to claims that arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Consultant, and, upon Consultant obtaining a final adjudication by a court of competent jurisdiction, Consultant's liability for such claim, including the cost to defend, shall not exceed the Consultant's proportionate percentage of fault.

6. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in Exhibit "C" or as may be authorized, and any additional insurance as may be required, in writing by City Manager or his or her designee at any time and in her sole discretion.

(b) If at any time during the life of the Agreement or any extension, CONSULTANT or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that

become due to CONSULTANT shall be withheld until notice is received by CITY that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to CITY. Any failure to maintain the required insurance shall be sufficient cause for CITY to terminate this Agreement. No action taken by CITY pursuant to this section shall in any way relieve CONSULTANT of its responsibilities under this Agreement. This phrase “fail to maintain any required insurance” shall include, without limitation, notification received by CITY that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

7. **Nondiscrimination.** To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era.
8. **Independent Contractor.** In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.
9. **Notices.** Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party’s address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.
10. **Assignment.** This agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights of obligations under this Agreement without the prior written approval of the City Manager or her designee.
11. **Compliance with Law.** In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
12. **Waiver.** The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
13. **Governing Law and Venue.** This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding

enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

14. **Headings.** The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
15. **Severability.** The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
16. **Interpretation.** The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
17. **Attorneys' Fees.** If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.
18. **Exhibits.** Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
19. **Precedence of Documents.** In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, and shall be null and void.
20. **Cumulative Remedies.** No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.
21. **No Third-Party Beneficiaries.** The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.
22. **AB 334.** Consultant's duties and services under this agreement shall not include preparing or assisting the public entity with any portion of the public entity's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the public entity. The public entity entering this agreement shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this agreement.

CITY OF KERMAN
A municipal corporation

GHD INC.

John Jansons, City Manager
Date: _____, 2024

Kamesh Vedula, Principal
Date: _____, 2024

ATTEST:

Josie Camacho, Interim City Clerk

Date: _____, 2024

APPROVED AS TO FORM:

Hilda Cantú Montoy, City Attorney

Date: _____, 2024

EXHIBIT ‘A’

SCOPE OF WORK

The Consultant shall undertake the proceeding tasks for completion of 1) a Safe Routes to School (SRTS) Transition Plan and 2) American with Disabilities (ADA) Transition Plan, herein after referred to as the Plans.

Task 1: Existing Conditions Analysis for SRTS, ADA, and Signage

The Consultant shall obtain an understanding of the existing conditions and key constraints with tasks to include:

1. Conduct a kick-off meeting.
2. Conduct monthly progress meetings.
3. Review local plans and policies that impact active transportation and accessibility.
4. Review City provided publicly available data, documents, and compile information on existing plans and policies at local, regional, state and federal levels.
5. Develop base maps, using City provided Geographic Information Systems (GIS) data, to illustrate existing active transportation facilities and networks to help analyze conditions relevant to ADA deficiencies and safe routes to schools.
6. Analyze the most recent five years of available data from the Transportation Injury Mapping System (TIMS) and prepare maps and other exhibits to illustrate locations or characteristics of collisions in the City for people bicycling and walking.

Task 1 deliverables: Meeting agendas & minutes, plan & policy review comments and goals & objectives (to be a part of draft Existing Conditions Report), comprehensive existing conditions report with maps of the existing transportation network and ADA deficiencies that illustrates gaps, missing facilities, and obstacles and inclusive of signage inventory table and photos of key facilities and deficiencies

Task 2: Community Engagement Planning and Publicity

The Consultant shall a plan for successful implementation of community engagement with tasks to include:

1. Develop a Community Engagement Action Plan (CEAP), in coordination with the City, that will identify opportunities for outreach and marketing to engage the community. The CEAP shall consist of:
 - Schedule of community engagement events with proposed agendas
 - Notification plan inclusive of methods of notification and strategies for maximizing participation
 - Materials list
 - List of key stakeholders or other contacts
 - Website
2. Develop an online community survey to allow for collection of opinions on existing conditions to assist in the development of recommendations and strategies for the Plans.
3. Develop a project website with multiple language functionality to consist of:
 - Project background and goals

- Schedule
- Project team contact information
- Option to subscribe for email updates
- Project survey hosting
- Interactive public feedback map to solicit comments on existing conditions and needs during virtual events

Task 2 deliverables: CEAP, Project website, survey, contact list, flyers, log of posting location and date and screenshots of posts.

Workshop and community survey materials shall be in English, Spanish and Punjabi.

Task 3: Community Based Planning Workshops, Pop-Ups, Ped/Bike Audits

The Consultant shall conduct community engagement events to obtain input necessary for identifying deficiencies and potential projects. The events shall offer Spanish and Punjabi translation services and presentation and distribution materials. The events shall be as follows:

1. Three community stakeholder workshops with objective of each as follows:
 - a) Workshop no. 1 will be for introducing the purpose of the Plans, gather feedback on perceived barriers to active transportation, opportunities for improvement and needs of the local community.
 - b) Workshop no. 2 will be for obtaining community feedback on recommendations.
 - c) Workshop no. 3 will be for discussing the Draft Plan and begin the comment collection process for the Final Plan.
2. Two pop-up workshops at community events or at locations where people frequently visit to gather information and feedback and provide opportunities to take the survey and comment on maps or other exercises.
3. One walk audit at the City's expanded high school campus bordering the highest traveled routes (State Routes 180 and 145) to identify obstacles and opportunities for greater multi-modal transportation and barriers to mobility for all. The audits will be documented with photos, narrative observations and data collection to support future grant applications, in alignment with the City's RFP requirements and Consultant knowledge of funding requirements.

Task 3 deliverables: Flyers, website announcements, sign-in sheets, PowerPoint presentations, workshop boards, activities, community surveys, conceptual drawings, community engagement events photos, receipts for materials and light snacks, outreach summary reports, electronic application for real-time data collection.

Workshop and community survey materials shall be in English, Spanish and Punjabi.

Task 4: Develop Draft and Final Plan with Priority Projects

The Consult shall:

1. Prepare Draft and Final Plans taking into consideration collected data and outreach events feedback. The Plans shall consist of:
 - A safety analysis consisting of crash history, accident hot spots, high-risk roadway

- characteristics, ADA and existing condition deficiencies and school access constraints
 - Countermeasures and recommended infrastructure to fill the gaps and address safety issues.
 - High level benefit/cost analysis evaluation of projects for implementation.
 - Planning level cost estimates
 - An implementation plan, including urgency rankings that identifies next steps and strategies for implementing projects and funding sources that will support implementation.
 - Maps, preliminary engineering, and planning level concept designs (up to 30%) for the top three priority projects.
2. Circulate the draft Plans to Caltrans, City staff, City council, key stakeholders to allow for an opportunity for the public to provide feedback.
 3. Incorporate suggestions and edits received from the draft Plans review process. The final Plans will include a summary of next steps the City will take towards implementing the project.

Task 4 deliverables: Draft Plans, Final Plans

Task 5: Caltrans and Kerman City Council Review and Approval

The Consult shall present to the City Council the final Plans approval with tasks to include:

1. Prepare a Microsoft Powerpoint presentation which succinctly highlights pertinent information from the draft final plans
2. Conduct an in-person presentation to the City Council.

Task 5 deliverable(s): Presentation materials

EXHIBIT 'B'

FEE SCHEDULE

Hourly billing rates

GHD

Senior Technical Director	\$241
Senior Professional 2	\$183
Professional 1	\$158
Professional 2	\$135

Subconsultant (Rincon Consultants)

Principal	\$297
Project Manager	\$263
Outreach Planner	\$204

Subconsultant (WMH Corporation)

Senior Architect / Certified Access Specialist	\$290
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Other Direct Costs

Reimbursable expenses to be billed at cost. Mileage to be billed at IRS approved rate.

EXHIBIT 'C'**INSURANCE REQUIREMENTS**

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than **\$1,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

(Not required if CONSULTANT provides written verification it has no employees)

4. **Professional Liability** (Errors and Omissions) Insurance appropriate to the CONSULTANT's profession, with limit no less than **\$1,000,000** per occurrence or claim, \$2,000,000 aggregate.

If the CONSULTANT maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The CITY, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT's insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

Primary Coverage For any claims related to this contract, the **CONSULTANT's insurance coverage shall be primary** insurance as respects the CITY, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the CITY, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT's insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall state that **coverage shall not be canceled, except with notice to the Entity.**

Waiver of Subrogation CONSULTANT hereby grants to CITY a waiver of any right to subrogation which any

insurer of said CONSULTANT may acquire against the CITY by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the CITY has received a waiver of subrogation endorsement from the insurer.

Deductibles and Self-Insured Retentions Any deductibles or self-insured retentions must be declared to and approved by the CITY. The CITY may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the CITY.

Claims Made Policies If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not ***replaced with another claims-made policy form with a Retroactive Date*** prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of ***five (5)*** years after completion of contract work.

Verification of Coverage CONSULTANT shall furnish the CITY with original certificates and amendatory endorsements, or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the CITY before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT's obligation to provide them. The CITY reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

Subcontractors CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and CONSULTANT shall ensure that CITY is an additional insured on insurance required from subcontractors.

Special Risks or Circumstances CITY reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.



STAFF REPORT

MEETING DATE: February 28, 2024

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Adoption of New Storm Drain Rates (JA)

RECOMMENDATION: It is recommended that the City Council receive the tabulation results regarding the storm drain ballots and adopt the following resolutions:

1. Resolution Accepting the Tabulation Results for the City's Storm Drain Rates In accordance with Proposition 218; and
2. Resolution Approving Storm Drain Rates Commencing April 1, 2024 and ratifying the Proposition 218 process

EXECUTIVE SUMMARY:

The ballot process for the Storm Drain Rate rates was initiated by the Council on December 13, 2023. This action was the next-to-last step in the Proposition 218 process for the City to adjust the Storm Drain Rates with the final step being the certification of the ballot tabulation.

Ballots were issued in accordance with Proposition 218 requirements. A public hearing was held on February 14, 2024 regarding the proposed new Storm Drain Rates. Staff and Alison Lechowicz, consultant with Lechowicz and Tseng, provided Council with a presentation of why the Storm Drain Rates need to be restructured and fees for residential customers would decrease and all other classes would be billed per acre. Alex Garcia translated this presentation in Spanish due to the public in attendance needing the translation. Council requested members of the public for ballots if they had not been previously submitted. After the public hearing, staff recommended that based on the number of ballots received, the tabulation be conducted the following day, February 15, 2024, and Council agreed.

Two resolutions are before the Council. The first resolution is for Council to accept the tabulation of votes certified by the Interim City Clerk. The second resolution is for Council to approve the new Storm Drain Rates. Because more than 50% of the valid votes were in the affirmative, staff is recommending that Storm Drain Rates be adopted with an effective date of April 1, 2024.

A. Tabulation Process and Results.

Tabulation was conducted in the Council Chambers, on February 15, 2024, starting at 9:30 a.m. and completed that same day at 1:00 p.m. The tabulation was open to the public; however, no members of the public attended.

Interim City Clerk along with Alison and other staff who do not live in Kerman nor have any vested interest in the outcome of the Storm Drain Rates counted all the ballots and have the following results:

Valid Votes	
Total Number of Valid Votes	440
Total Number of Yes Votes	255
Total % of Yes Votes	57.95%
Total Number of No Votes	185
Total % of No Votes	42.05%
Invalid Votes	
Total Number of Invalid Votes	121

There were more ballots than originally anticipated because in some instances multiple ballots were enclosed in the same envelope. Of the rate ballots returned, 121 ballots were declared invalid, in that they were either not marked with a “Yes” or “No,” were marked with both a “Yes” and a “No,” were not signed or they were not submitted by property owners. As can be seen from the table, 440 valid votes were submitted and the number of “Yes” votes was greater than the number of “No” votes. Therefore, the City Council may proceed to adopt the adjusted Storm Drain Rates.

B. Proposed Storm Drain Rates.

The table below summarized the proposed Storm Drain rates:

Proposed Monthly Storm Drain Rates
City of Kerman
Utility Rate Study

Customer Class	Current		Proposed					
			1-Apr-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	
Single Family	per account	\$1.60	per account	\$1.42	\$1.46	\$1.50	\$1.55	\$1.60
Multi-Family	per account	\$1.60	per acre	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66
Commercial	per account	\$1.60	per acre	\$11.85	\$12.21	\$12.58	\$12.96	\$13.35
Industrial	per account	\$1.60	per acre	\$13.33	\$13.73	\$14.14	\$14.56	\$15.00
Church	per account	\$1.60	per acre	\$7.40	\$7.62	\$7.85	\$8.09	\$8.33
Schools	per account	\$1.60	per acre	\$4.44	\$4.57	\$4.71	\$4.85	\$5.00
Parks	per account	\$1.60	per acre	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67

FISCAL IMPACT:

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

ATTACHMENTS:

- A. Resolution Accepting the Tabulation Results for the City's Storm Drain Rates w/Exhibit
- B. Resolution Approving New Storm Drain Rates commencing April 1, 2024 and Ratifying Proposition 218 Process w/Exhibit

Attachment ‘A’

RESOLUTION NO. 24-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ACCEPTING THE TABULATION RESULTS FOR THE CITY’S STORM DRAIN RATES IN
ACCORDANCE WITH PROPOSITION 218

WHEREAS, on December 13, 2023, the City Council held a public hearing on proposed rates for new Storm Drain Rates; and

WHEREAS, after the public hearing, the Council found that a majority protest did not exist and directed the initiation of a property owner ballot proceeding for the Storm Drain Rates; and

WHEREAS, on December 29, 2023, a ballot was mailed to every owner of property that would be subject to the proposed Storm Drain Rates; and

WHEREAS, the balloting period for the proposed Storm Drain Rates closed on February 14, 2024, at the conclusion of the public hearing held on said date; and

WHEREAS, the tabulation of the ballots was held on February 15, 2024, and is complete.

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

- Section 1. Recitals. The foregoing recitals are true and correct and incorporated by reference.
- Section 2. Tabulation of the Ballots. The canvass of the ballots for Storm Drain Rates submitted by property owners is complete and certified by the Interim City Clerk (See Certification in **Exhibit ‘A’**) and provides that the votes cast are as follows:

Valid Votes	
Total Number of Valid Votes	440
Total Number of Yes Votes	255
Total % of Yes Votes	57.95%
Total Number of No Votes	185
Total % of No Votes	42.05%
Invalid Votes	
Total Number of Invalid Votes	121

- Section 3. Invalid Ballots. Of the rate ballots returned, 121 ballots were declared invalid, in that they were either not marked with a “Yes” or “No,” were marked with both a “Yes” and a “No,” were not signed or they were not submitted by property owners.

Section 4. Ballot Results. The Council accepts the ballot results. As determined by ballots cast, 57.95% of the votes cast by property owners were in support of the proposed Storm Drain Rates. Since the “Yes” votes constitute more than 50% of the valid ballots cast, this Council thereby acquired jurisdiction to order the levy of the Storm Drain Rates.

Section 5. Effective Date. This resolution is effective upon adoption.

The foregoing resolution was approved by the City Council to the City of Kerman at a regular meeting held on the 28th day of February 2024 and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

Exhibit ‘A’

CERTIFICATION OF TABULATION FOR STORM DRAIN RATES

STATE OF CALIFORNIA)
COUNTY OF FRESNO) ss
CITY OF KERMAN)

The undersigned, INTERIM CITY CLERK OF THE CITY OF KERMAN does hereby certify that pursuant to the Proposition 218 requirements (Government Code Section 53755.5),the following tabulation totals for the Storm Drain Ballots that were received by the close of the balloting period and Public Hearing held on February 14, 2024.

This is to certify that the proposed Storm Drain Rate ballot tabulation was conducted on February 15, 2024 and completed on same date. This process was open to the public.

I FURTHER CERTIFY that the following table of votes cast shows the whole number of votes tabulated regarding the proposed Storm Drain Rates:

Valid Votes	
Total Number of Valid Votes	440
Total Number of Yes Votes	255
Total % of Yes Votes	57.95%
Total Number of No Votes	185
Total % of No Votes	42.05%
Invalid Votes	
Total Number of Invalid Votes	121

Josie Camacho, Interim City Clerk

Date: February __, 2024

Attachment 'B'

RESOLUTION NO. 24-__**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING NEW STORM DRAIN RATES COMMENCING APRIL 1, 2024, AND RATIFYING PROPOSITION 218 PROCESS**

WHEREAS, the City of Kerman ("City") operates a municipal storm drain utility providing service to residential, commercial and industrial customers; and

WHEREAS, Articles XIIC and XIID of the California Constitution (Proposition 218) establish procedures for the approval of property-related service fees by local government agencies; and

WHEREAS, City Staff and the City Council analyzed the revenue and expenditure requirements for all of the City Enterprise Funds to determine the appropriate rate changes needed to meet these requirements including for storm drain services; and

WHEREAS, water and wastewater rates were proposed as listed in the Water, Wastewater and Storm Drain Rate Study Final Report which was approved by the Council on October 25, 2023; and

WHEREAS, City staff prepared and mailed a notice of public hearing to all property owners and tenants served by the City, as required by Proposition 218 (Cal. Const. Art. XIID, 6); and

WHEREAS, the notice of public hearing on the proposed increase of rates was published in the local newspaper and in a separate mailing to all Kerman utilities' customers and property owners, with the newspaper publication and the separate mailing occurring at least 45 days prior to the public hearing; and

WHEREAS, the Council held a public hearing on December 13, 2023, and considered a staff report, testimony and protests regarding the increased utility rates; and

WHEREAS, at the December 13, 2023, public hearing the City did not receive written or verbal protests from a majority of the identified customers that would be subject to the proposed rates; and

WHEREAS, on December 13, 2023, the Council adopted Resolution No. 23- 97 approving new water and wastewater rates; and

WHEREAS, on December 13, 2023, the Council directed the initiation of the ballot and election process for storm drain rates; and

WHEREAS, on December 29, 2023, a notice of public hearing and storm drain ballots were mailed to all Kerman utilities' customers and property owners; and

WHEREAS, on February 14, 2024, a public hearing was held on the storm drain rates and Council directed that the tabulation of the ballots be held in open view on February 15, 2024; and

WHEREAS, on February 15, 2024, tabulation of the ballots was conducted in the City Council Chamber and open to the public; and

WHEREAS, the tabulation results are as follows:

Valid Votes	
Total Number of Valid Votes	440
Total Number of Yes Votes	255
Total % of Yes Votes	57.95%
Total Number of No Votes	185
Total % of No Votes	42.05%
Invalid Votes	
Total Number of Invalid Votes	121

WHEREAS, because the total number of valid “Yes” votes exceeds the total number of “No” valid votes, Council may proceed to adopt the storm drain rates; and

WHEREAS, the adoption of the proposed rate increases for storm drain is exempt from California Environmental Quality Act (CEQA) under the California Public Resources Code Section 21080(b)(8); and

WHEREAS, the Council desires to proceed with the adoption of the new Storm Drain Rates.

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

- Section 1. The above recitals are true and correct and are incorporated by reference.
- Section 2. Based on the information presented to it and upon all information in the public record and pursuant to Public Resources Code Section 21080(b) (8) the City Council finds that the imposition and approval of the Storm Drain Rates approved and imposed in this resolution are exempt from the California Environmental Quality Act.
- Section 3. The Certification of Storm Drain Ballots Tabulation The City Council accepts the Storm Drain Rates ballot election results as certified by the Interim City Clerk as follows:

“Yes” 255	“No” 185
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- Section 4. The Storm Drain Rates as listed in **Exhibit 'A'** attached hereto and incorporated by reference herein are hereby approved and imposed. The Storm Drain Rates shall become effective April 1, 2024. Rates for each subsequent year shall become effective on January 1st of each year thereafter. The City Manager and Finance Director are authorized to implement the new Storm Drain Rates.
- Section 5. The Council ratifies the Proposition 218 process followed by the City.
- Section 6. All resolutions in conflict with this resolution are repealed.
- Section 7. If any section, subsection, sentence, clause, phrase or portion of this Resolution is for any reason held invalid or unconstitutional by a court of competent jurisdiction, such decision shall not affect the validity of the remaining portions of the Resolution. The Council declares that it would have adopted the Resolution and each section, subsection, sentence, clause, phrase or portion thereof, irrespective of the fact than any one or more sections, subsections, sentences, clauses, phrases or portions is declared invalid or unconstitutional.
- Section 8. This resolution shall become effective upon adoption.

The foregoing resolution was approved by the City Council to the City of Kerman at a regular meeting held on the 28th day of February 2024 and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Josie Camacho
Interim City Clerk

Exhibit 'A'

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

Customer Class	Current		Proposed					
			1-Apr-24	1-Jan-25	1-Jan-26	1-Jan-27	1-Jan-28	
Single Family	per account	\$1.60	per account	\$1.42	\$1.46	\$1.50	\$1.55	\$1.60
Multi-Family	per account	\$1.60	per acre	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66
Commercial	per account	\$1.60	per acre	\$11.85	\$12.21	\$12.58	\$12.96	\$13.35
Industrial	per account	\$1.60	per acre	\$13.33	\$13.73	\$14.14	\$14.56	\$15.00
Church	per account	\$1.60	per acre	\$7.40	\$7.62	\$7.85	\$8.09	\$8.33
Schools	per account	\$1.60	per acre	\$4.44	\$4.57	\$4.71	\$4.85	\$5.00
Parks	per account	\$1.60	per acre	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67