



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, November 8, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome – Mayor
- B. Call to Order
- C. Roll Call
- D. Invocation

At this time the Council wishes to provide anyone an opportunity to give a brief invocation or inspirational thought. In accordance with law, we would request this opportunity not be used to recruit converts, to advance anyone, or to disparage any other faith or belief. If no one steps forward, we will observe a moment of silence so that we may all focus our thoughts on how best to serve our community.

- E. Pledge of Allegiance

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

To accommodate members of the public or convenience in the order of presentation, items on the agenda may not be presented or acted upon in the order listed.

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Native American Heritage Month (MP)
- B. Land Acknowledgement of California Santa Rosa Rancheria Yokuts Nation (MP)
- C. Introduction of Jesus Gonzalez, City Engineer, Yamabe & Horn (JJ)

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 - October 25, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented.

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

10/1/23 – 10/14/23: \$187,006.12; Retro Pay & Other: \$4,312.56; Overtime: \$9,842.83; Standby: \$1,916.42; Comp Time Earned: 133.01

RECOMMENDATION: Council approve payroll as presented.

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

1. Nos. 27869-27956 \$593,548.77 ACH \$87,421.25

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

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

RECOMMENDATION: Council accept monthly investment report as presented.

E. **SUBJECT:** Resolution Accepting the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031) and authorizing the City Engineer to record the Notice of Completion.

F. **SUBJECT:** Resolution Accepting the Vineland Avenue Rehabilitation, Federal Project No. STPL-5291(029) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Vineland Avenue Rehabilitation, Federal Project No. STPL-5291(029) and authorizing the City Engineer to record the Notice of Completion.

G. **SUBJECT:** Resolution Accepting the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) and authorizing the City Engineer to record the Notice of Completion.

H. **SUBJECT:** Consideration of Deed Restriction for the Kerman Northwest Park (JG)

RECOMMENDATION: Council by motion adopt the resolution approving the Deed Restriction for the Kerman Northwest Park As Required by the 2018 Parks Bond Act Per Capita Grant Program and authorize the City Manager to execute same.

I. **SUBJECT:** Approval of Submission of Funding Applications for Federal Surface Transportation Block Grant Program and Resolution Supporting and Implementing AB 1012 “Timely Use of Funds” (JG)

RECOMMENDATION: Council by motion adopt resolution supporting and implementing AB 1012 “Timely Use of Funds”.

J. **SUBJECT:** Amendment to Agriculture Lease Agreement Between the City of Kerman and Earl L. Giacolini and Janice E. Giacolini (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Amendment No. 1 to Agriculture Lease Agreement between the City of Kerman and Earl L. Giacolini and Janice E. Giacolini (9.3 acres)

6. PUBLIC HEARINGS

None

7. DEPARTMENT REPORTS

A. **SUBJECT:** Award of Contract for Public Works Building Roof Replacement and Approval of Budget Amendment (TJ)

RECOMMENDATION: Council by motion adopt the following:

1. Resolution approving budget amendment appropriating funds for the Public Works Building Roof Replacement; and
2. Resolution awarding the contract to Garland/DBS Inc. for the Public Works Roof Replacement in the amount of \$79,981 and authorize the City Manager to sign the contract.

8. CITY MANAGER/STAFF COMMUNICATIONS

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

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

10. CLOSED SESSION

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.

Para asistencia en español sobre este aviso, por favor llame al (559) 846-9380

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: November 3, 2023 /s/ Marci Reyes, City Clerk



Native American Heritage Month

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

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

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

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

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

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

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

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

NOW, THEREFORE, BE IT RESOLVED, the City Council of the City of Kerman hereby proclaims the month of November 2023, as Native American Heritage Month and urges all citizens to take part in activities, programs, and events that honor the richness of Native American cultures and histories. Let us use this month to deepen our understanding, appreciation, and respect for the significant contributions of Native Americans to the fabric of our nation.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 8th day of November 2023.

Maria Pacheco
Mayor



Land Acknowledgment of the California Santa Rosa Rancheria Yokuts Nation

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

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

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

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

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

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

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Kerman acknowledges the Santa Rosa Rancheria California Yokuts be recognized, with deep appreciation for their dedication, wisdom, and contributions to the preservation of indigenous knowledge and express our heartfelt gratitude for their tireless efforts in ensuring the continuation of the California Yokuts' cultural legacy. In addition, acknowledge the ancestral land of the California Yokuts, recognizing their enduring relationship with the land and its inherent significance.

IN WITNESS WHEREOF, I have hereunto set my hand and caused the Official Seal of the City of Kerman to be affixed on this 8th day of November 2023, as a testament to the indelible mark left by Mike Cisco on the heart and soul of the California Yokuts and all who have had the privilege to know him.

Maria Pacheco
Mayor



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, October 25, 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

PRESENT: Mayor Maria Pacheco, Council Member Gary Yep, Council Member Jennifer Coleman, Council Member Ismael Herrera

Mayor Pro Tem Bill Nijjer arrived at 6:09 p.m.

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

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Motion made by Council Member Yep, Seconded by Council Member Coleman, Voting Yea: Mayor Pacheco, Council Member Yep, Council Member Coleman, Council Member Herrera

3. PRESENTATIONS/CEREMONIAL MATTERS - None

4. REQUEST TO ADDRESS COUNCIL - None

5. CONSENT CALENDAR

Mayor Pacheco and Mayor ProTem Nijjer, recuse from Item 5.C.2

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

5.C.2 Motion made by Council Member Herrera, Seconded by Council Member Coleman. Voting Yea: Council Member Yep, Council Member Coleman, Council Member Herrera Voting Abstaining: Mayor Pacheco, Mayor Pro Tem Nijjer

- A. **SUBJECT:** Minutes - October 11, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll (JA)

09/17/23 - 09/30/23: \$179,119.88; Retro Pay & Other: \$1,835.28; Overtime: \$12,876.00; Standby: \$1,319.76; Comp Time Earned: 76.50

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 27748-27868 \$422,108.25 ACH \$81,707.88

2. Excepting No. 27791, 107.42 Dilber Nijjer; No.27795, 107.42, Maria Pacheco

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

D. SUBJECT: Second Reading and Adoption of Ordinance Relating to City of Kerman Boards and Commissions (HCM)

RECOMMENDATIONS: Council by motion waive second reading and adopt ordinance adding Chapter 2.26 to Title 2 of the Kerman Municipal Code relating to City Boards and Commissions, repealing Chapters 2.28 and 2.32, and Adding New Chapters 2.28, 2.32, and 2.34 related to Planning Commission; Parks, Recreation, and Community Services Commission; and Sales Tax Oversight Committee. **Ord 23-08**

E. SUBJECT: First Amendment to Cellular Tower Site Lease with Fresno MSA Limited Partnership dba Verizon Wireless (JJ)

RECOMMENDATION: Council by motion adopt resolution approving First Amendment to Cellular Tower Site Lease with Fresno MSA Limited Partnership dba Verizon Wireless and authorize City Manager to execute all related documents. **Res 23-85**

F. SUBJECT: Award of Contract for Fiscal Year 23/24 Waste Water Treatment Plant Biolac Sludge Dredging/Hauling to MidCal Dredging, Inc. (MB)

RECOMMENDATION: Council by motion:

1. Adopt resolution awarding contract for Fiscal Year 23/24 Waste Water Treatment Plant Biolac Dredging/Hauling to MidCal Dredging, Inc., in the amount of \$231,000.00 and authorizing the City Manager to sign the contract, **Res 23-86**
2. By minute order authorize the modification of the Sewer Facilities Construction Fund to \$231,000.00.

6. PUBLIC HEARINGS – None**7. DEPARTMENT REPORTS****A. SUBJECT:** Water, Wastewater and Storm Drain Rate Study 2023 Final Report and Initiation of Proposition 218 Process (JA)

RECOMMENDATION: Council review the Water, Wastewater and Storm Drain Rate Study 2023 Final Report and adopt resolution accepting the final report, authorizing required actions under Proposition 218 and setting a Proposition 218 Public Hearing date to consider rate increases.

Motion made by Council Member Herrera, Seconded by Mayor Pro Tem Nijjer. Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman, Council Member Herrera Res 23-87

B. SUBJECT: Draft Community Organization Grant Program Policy (MR)

RECOMMENDATION: Council review and discuss the draft Community Organization Grant Program Policy, and provide feedback and direction to staff.

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

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION

Council Member Jennifer Coleman recuse from 10. B

7:39 p.m.

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

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

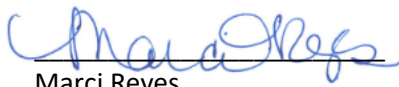
Reconvene 8:45 p.m. No reportable action.

11. ADJOURNMENT - 8:46. 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: October 26, 2023


Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 1, 2023 - October 14, 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	\$1,849.15	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,597.46	0.00
Camacho, Josie	\$ 2,576.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,576.92	1.50
Cheema, Akayla	\$ 2,663.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,663.08	1.50
Gonzalez, Diana	\$ 3,641.16	\$ 897.79	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,538.95	0.00
Jansons, John	\$ 7,012.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 7,012.54	0.00
Linares, Vanessa	\$ 1,793.69	\$ -	1.10	\$ 34.87	0.00	\$ -	0.00	\$ -	\$ 1,828.57	0.00
Lopez, Jacqueline	\$ 2,386.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,386.77	0.00
Mendoza Hernandez, Ariana	\$ 1,972.77	\$ -	6.00	\$ 216.31	0.00	\$ -	0.00	\$ -	\$ 2,189.08	0.00
Mendoza, Gabriela - Final Pay	\$ 4,555.80	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,555.80	0.00
Reyes, Marcia	\$ 3,853.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,853.38	0.00
Sandoval, Veronica	\$ 1,759.40	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,759.40	14.51
TOTAL	\$35,963.82	\$2,746.94	7.10	\$ 251.19	0.00	\$ -	-	0.00	\$ 38,961.95	17.51
REC/SOCIAL										
Acosta-Parra, Melany	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Aguilar, Corina	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Argumedo-Vargas, Frank	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Arredondo, Raquel	\$ 384.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 384.00	0.00
Bankston, Jacob	\$ 62.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 62.00	52.88
Barrett, Shannon	\$ 1,720.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,720.15	0.00
Beltran, Isabelle	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Brar, Manreet	\$ 38.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 38.75	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.00
Chouhan, Arnoop	\$ 62.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 62.00	0.00
Chouhan, Gurnoor	\$ 62.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 62.00	0.00
Cruz Paramo, Xitlali	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Escamilla, Paloma	\$ 139.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 139.50	0.00
Flores, Haley	\$ 1,806.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,806.00	0.00
Garcia, Anthony	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Gonzalez Corrales, Aleena	\$ 100.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 100.75	0.00
Hurlbert, Ronald	\$ 461.13	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 461.13	0.00
Jauriqui, Jose	\$ 462.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 462.00	0.00
Johnson, Theresa	\$ 3,343.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,343.54	0.00
Leon Morales, Yesenia	\$ 302.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 302.25	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	\$ 544.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 544.00	0.00
Martinez, Aylah	\$ 684.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 684.75	0.00
Martinez, Jeness	\$ 178.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 178.25	0.00
Naranjo, Alexander	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Nazaroff, Rebekah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Negrete, Dean	\$ 1,626.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,626.00	0.00
Pena, Alexis	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Pena, Mercedes	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Sidhu, Nirmal	\$ 2,106.14	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,106.14	0.00
Silva, Jessica	\$ 457.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 457.25	0.00
Tovar, Jessica	\$ 201.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 201.50	0.00
Villarreal, Arlene	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
TOTAL	\$24,381.46	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 24,381.46	52.88

POLICE

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 1, 2023 - October 14, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Antuna, Miguel	\$ 2,781.91	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,781.91	0.00
Arciga, Jose	\$ 2,878.88	\$ -	0.00	\$ -	0.00	\$ -	8.00	\$ 67.95	\$ 2,946.83	0.00
Barbosa, Isaias	\$ 3,000.10	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,000.10	0.00
Barcoma, Wilbert	\$ 4,441.35	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,441.35	0.00
Barra, Brenden	\$ 2,277.26	\$ -	39.00	\$ 1,542.42	0.00	\$ -	8.00	\$ 52.73	\$ 3,872.41	0.00
Belding, Jeff	\$ 3,789.47	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,789.47	0.00
Castro, Jaclynn	\$ 2,234.87	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,234.87	25.13
Chapman, Tom	\$ 3,692.44	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,692.44	0.00
Clark, Patrick	\$ 2,637.06	\$ -	10.00	\$ 470.90	0.00	\$ -	0.00	\$ -	\$ 3,107.96	0.00
Coronado, Krystal	\$ 2,068.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,068.77	0.00
Corrales, Edith - Final Pay	\$ 1,092.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,092.00	0.00
Cubillos, Theresa	\$ 2,833.43	\$ -	2.75	\$ 92.76	0.00	\$ -	0.00	\$ -	\$ 2,926.19	17.25
Garcia, Andrew	\$ 2,119.38	\$ -	6.00	\$ 227.08	0.00	\$ -	0.00	\$ -	\$ 2,346.46	0.00
Gempis, Danzel	\$ 1,922.31	\$ -	26.50	\$ 909.66	0.00	\$ -	8.00	\$ 45.77	\$ 2,877.74	0.00
Gutierrez, Gloria	\$ 25.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 25.00	0.00
Gutierrez, Luis	\$ 2,043.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,043.31	0.00
Inthasone, Bryant	\$ 2,018.31	\$ -	16.55	\$ 589.87	0.00	\$ -	0.00	\$ -	\$ 2,608.18	0.00
Irazoqui, Mario	\$	\$ 1,224.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,224.50	0.00
Lopez, Matt	\$ 935.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 935.00	0.00
Lozano, Daniel	\$ 1,636.95	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,636.95	0.00
Lozano, Patricia	\$ 1,353.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,353.23	0.00
Mendoza, Sandra	\$ 3,160.64	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,160.64	0.00
Molina, Jesus - Final Pay	\$ 2,918.73	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,918.73	0.00
Roth, Adriana	\$ 2,131.27	\$ -	4.52	\$ 160.58	0.00	\$ -	0.00	\$ -	\$ 2,291.84	10.50
Ruiz, Jose	\$ 2,131.27	\$ -	45.50	\$ 1,680.87	0.00	\$ -	0.00	\$ -	\$ 3,812.14	0.00
Vasquez, Francisco	\$ 1,995.37	\$ -	29.50	\$ 1,037.96	0.00	\$ -	0.00	\$ -	\$ 3,033.33	0.00
Velez, Bernice	\$ 1,686.52	\$ -	10.50	\$ 332.03	0.00	\$ -	0.00	\$ -	\$ 2,018.56	0.00
Wilkins, Steve	\$ 5,062.76	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,062.76	0.00
TOTAL:	\$64,867.59	\$1,224.50	\$190.82	\$ 7,044.14	\$ -	\$ -	\$24.00	\$ 166.45	\$ 73,302.68	\$ 52.88

PUBLIC WORKS

Arrellano, Antonio	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,451.32	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,451.32	0.00
Cruz Villalobos, Eulises	\$ 1,454.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,454.92	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,795.18	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,795.18	3.00
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	\$ 1,548.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,548.92	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,843.08	0.00
Isaak, Denise	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
Jimenez, Gabriela	\$ 1,598.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,598.92	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	0.00
Lopez, Josue	\$ 1,837.54	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,837.54	0.00
Morales, Andres	\$ 1,757.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.69	0.00
Ortiz, Carlos	\$ 1,960.31	\$ -	19.00	\$ 776.06	0.00	\$ -	32.00	\$ 764.12	\$ 3,500.49	0.00
Perez, Ruben Lopez	\$ 1,819.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,819.38	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,707.51	0.00
Rivera, Hector	\$ 945.98	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 945.98	0.00
Sanchez, Daniel	\$ 2,694.55	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,694.55	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: October 1, 2023 - October 14, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Soto, Samuel	\$ 1,656.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,656.89	0.00
Tinoco, Alfonso	\$ 2,514.62	\$ -	34.75	\$ 1,771.44	0.00	\$ -	32.00	\$ 985.85	\$ 5,271.90	0.00
Valdivia, Blanco	\$ 1,676.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,676.00	0.00
TOTAL	\$50,067.48	\$ -	53.75	\$ 2,547.50	0.00	\$ -	64.00	\$1,749.97	\$ 54,364.96	3.00

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	6.75
Campos, Manuel	\$ 1,982.00	\$ 341.12	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,323.12	0.00
Meza, Isela	\$ 832.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 832.00	0.00
Orozco, Jesus	\$ 3,763.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,763.92	0.00
Padilla, Ruth	\$ 2,183.08	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 2,183.08	0.00
TOTAL	\$11,225.77	\$ 341.12	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 11,566.89	6.75

PLANNING

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

COUNCIL

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

Total \$ -

Total

\$ 500.00

GRAND TOTAL:

\$187,006.12	\$4,312.56	251.67	\$9,842.83	0.00	\$0.00		89.00	\$1,916.42	\$203,077.94	133.01
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Accounts Payable

Checks by Date - Detail by Check Date

User: jalvarez
Printed: 11/3/2023 9:38 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
27869	12491 BDS2303KPD1	ADVANCED COMBAT EVOLUTIONS PD- BUILDING SEARCH COURSE (ANDRE	10/20/2023	299.00
Total for Check Number 27869:				299.00
27870	12257 10/10/2023	AMERITAS LIFE INSURANCE CORP HR- CLAIMS FUNDING ENDING 10/07/2023	10/20/2023	1,755.17
Total for Check Number 27870:				1,755.17
27871	10040	AT&T MOBILITY	10/20/2023	
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		52.54
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		6.96
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		45.31
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		139.26
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		12.55
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		161.96
	287293504071X10	VAR- IPHONE FOR DANIEL-WALKIE TALKI		86.29
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		22.66
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		161.96
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		12.55
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		45.31
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		22.65
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		45.31
	287293504071X10	VAR- IPHONE FOR DANIEL-WALKIE TALKI		86.29
	287293504071X10	VAR- IPHONE FOR ALFONSO		28.27
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		10.44
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		22.66
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		27.85
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		47.51
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		12.55
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		12.55
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		22.65
	287293504071X10	VAR- IPHONE FOR ALFONSO		28.27
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		130.86
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		139.26
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		138.12
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		192.87
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		40.24
	287293504071X10	VAR- IPHONE FOR DANIEL-WALKIE TALKI		86.29
	287293504071X10	VAR- MONTHLY CELLULAR SERVICE BE		45.31
	287293504071X10	VAR- IPHONE FOR DANIEL-WALKIE TALKI		86.29
Total for Check Number 27871:				1,973.59
27872	11917 BA_6312_2023 BA_6368_2023	BLAIS & ASSOCIATES LLC ADM- AGC- CRC- IMPLEMENTATION KER ADM- KRM GRANT RESEARCH AND SUPP	10/20/2023	14,362.50 2,344.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27872:	16,706.50
27873	10218 10/16/2023	JEANNA BURDINE-SLAVEN CA- PER DIEM TRAVEL REIMBURSEMENT	10/20/2023	240.84
			Total for Check Number 27873:	240.84
27874	10617 685596	C A REDING CO INC REC- CTC- LANIER MP C307 SEPT 23 CONT	10/20/2023	88.39
			Total for Check Number 27874:	88.39
27875	11446 09112023	JOSIE CAMACHO ADM- MILEAGE REIMBURSEMENT 30.2MI	10/20/2023	19.78
			Total for Check Number 27875:	19.78
27876	10104 815550021014764 815550021026548 815550021026548	COMCAST FIN- TECHNOLOGY SERVICES 10/14/23-11/1 TECH- TECHNOLOGY SERVICES 10/14/23-1 TECH- TECHNOLOGY SERVICES 10/14/23-1	10/20/2023	191.20 153.64 153.64
			Total for Check Number 27876:	498.48
27877	10119 INV 1296415	DASH MEDICAL GLOVES PD- NITRILE GLOVES (SCASE MED, 2 CASI	10/20/2023	248.14
			Total for Check Number 27877:	248.14
27878	10128 686803 686803 686803 686803 686803	DEPARTMENT OF JUSTICE PD- FINGERPRINT FBI PD- OFFICER PD- CUSTODIAN OF RECORDS PD- FINGERPRINT APPS (5@ \$32.00 EA) PD- FED LVL VOLUNTEER (5 @\$15.00 EA)	10/20/2023	17.00 38.00 30.00 160.00 75.00
			Total for Check Number 27878:	320.00
27879	10458 kerm-Oct03-2023	RAUL HERRERA ECN POLYGRAPH AN PD-PRE-EMPLOYMENT POLY: NERY DE LA	10/20/2023	250.00
			Total for Check Number 27879:	250.00
27880	10148 0185979	ENTENMANN-ROVIN CO PD- REFINISHED/ENGRAVING RETIRED B/	10/20/2023	89.86
			Total for Check Number 27880:	89.86
27881	11398 FRES-100908	FASTSIGNS CS- WOOTEN PARK SIGN RULES/REG (2)	10/20/2023	194.60
			Total for Check Number 27881:	194.60
27882	11670 00338655	VICTOR GARCIA CTC- SH DEPOSIT 10/14/2023	10/20/2023	100.00
			Total for Check Number 27882:	100.00
27883	10204 40479 40479 40479	IDTS INC PD- ANNUAL ENROLLMENT- PARTICK CL PD- DRUG TEST- SEPTEMBER 2023 PD- ADD QUEST COLLECTION CHARGE: L	10/20/2023	30.00 69.00 5.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27883:				104.00
27884	10251	LIGHTHOUSE ELECTRIC INC	10/20/2023	
	3266	WTR- PRESSURE PANEL REPL INV 2 OF 3 (		3,708.26
	3277	Replace (2) existing Junction Boxes with NEMA		3,178.48
Total for Check Number 27884:				6,886.74
27885	12442	KAITLYN MARTINEZ	10/20/2023	
	00338338	CTC-SOUTH PICNIC CABANA SHELTER 7/2		50.00
Total for Check Number 27885:				50.00
27886	10260	METRO UNIFORM & ACCESSORIES	10/20/2023	
	269977	UNIFORM CHIEF WILKINS		108.92
Total for Check Number 27886:				108.92
27887	10282	OFFICE DEPOT	10/20/2023	
	332848011-001	CS- CTC WIFI BOOSTER		65.37
	332848011-001	CS- SC WIFI BOOSTER		65.38
	333465395-001	CS- RA- POST IT FLAGS PACK		17.43
	335441798001	LLD- PENS FOR JOE		5.99
	335441798001	STRTS- PENS FOR JOE		5.99
	335441798001	PARKS- PENS FOR JOE		5.99
	335441798001	SD- PENS FOR JOE		5.99
	335441798001	PD SUPP- LABELS FOR TRACKING OIL CH.		17.72
	335441798001	VE SUPP- LABELS FOR TRACKING OIL CH		17.72
	335494979001	HR- OFFICE SUPPLIES		45.83
	335494979001	HR- OFFICE SUPPLIES FRAME HANGER		26.14
	335913190-001	CS- BM- D BATTERIES		66.30
	335913190-001	CS- RA- AA, AAA BATTERIES		59.40
Total for Check Number 27887:				405.25
27888	10286	O'REILLY AUTOMOTIVE INC	10/20/2023	
	421654	VE REP- TRANSMISSION MOUNTS & GASK		87.75
	421655	VE REP- WATER PUMP, HOSES #1402		189.38
	421933	VE REP- TRANSMISSION FLUID #1444		58.81
	4225506	PD REP- TRAILER HITCH #1424		190.70
	423222	VE REP- RADIATOR #1451		190.23
	423452	VE REP- MASS AIR FLOW SENSOR #1451		71.63
	423452	VE REP- HEAD LIGHT, DOOR LOCK #1451		359.99
	423843	VE REP- BATTERY #1444		189.32
	425594	SFO-COUPLER LOCKS		104.59
	425608	SFO-COUPLER LOCK		38.13
	426296	VE REP- BATTERY #1476		191.31
	42632D	VE REP- DISCOUNT		-61.35
	426535	EQUIP- TRAILER LIGHTS		50.02
	426626	PD MAINT- OIL, AIR & CABIN FILTERS		86.58
	426663	VE REP- AC BLOWER RESISTOR #1398		62.49
	427054	VE REP- RETURN		-75.11
	427261	VE MAINT- AIR, CABIN & OIL FILTERS-STC		187.04
	427452	VE REP- RETURN		-41.72
	428418	PD REP- CONTROL ARM ASSEMBLIES- STC		211.04
	VARIOUS	VE SUPP- SUPPLIES 3 INV <\$50		95.18
	VARIOUS	VE REP- SUPPLIES 8 INV <\$50		212.38
	VARIOUS	PD REP- SUPPLIES 2 INV <\$50		58.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27888:				2,457.04
27889	10289	P.G.& E.	10/20/2023	
	5467738309-0	WTR/SWR/SD		300.24
	5467738309-0	WTR/SWR/SD		48.00
	5467738309-0	WTR/SWR/SD		46,964.38
	5467738309-0	WTR/SWR/SD TRUE UP		184,598.43
	8970493475-4	PARKS- KERCJOFF PARK 090823-100923		329.87
Total for Check Number 27889:				232,240.92
27890	10305	PITNEY BOWES BANK INC PURCHASI	10/20/2023	
	800-9090-0159-4	VAR- POSTAGE FOR METER		9.65
	800-9090-0159-4	VAR- POSTAGE FOR METER		3.78
	800-9090-0159-4	VAR- POSTAGE FOR METER		92.04
	800-9090-0159-4	VAR- POSTAGE FOR METER		121.59
	800-9090-0159-4	VAR- POSTAGE FOR METER		177.30
	800-9090-0159-4	VAR- POSTAGE FOR METER		8.19
	800-9090-0159-4	VAR- POSTAGE FOR METER		0.63
	800-9090-0159-4	VAR- POSTAGE FOR METER		55.25
	800-9090-0159-4	VAR- POSTAGE FOR METER		11.34
Total for Check Number 27890:				479.77
27891	12440	ALYSIA QUINTANA	10/20/2023	
	00339575	CTC- SH DEPOSIT 7/23/23 REISSUE FOR CH		100.00
Total for Check Number 27891:				100.00
27892	10596	RED WING BUSINESS ADVANTAGE AC	10/20/2023	
	20230907008742	PW-VAR- SAFETY BOOTS JOSUE LOPEZ		111.81
	20230907008742	PW-VAR- SAFETY BOOTS JOSUE LOPEZ		50.00
	20230907008742	PW-VAR- SAFETY BOOTS		50.00
Total for Check Number 27892:				211.81
27893	11742	MARIA ROMERO	10/20/2023	
	00356154	CTC-SH DEPOSIT 10/8/2023		150.00
Total for Check Number 27893:				150.00
27894	12475	SAN JOAQUIN PEST CONTROL	10/20/2023	
	303016	CS- PEST CONTROL PW OCT 2023		105.00
Total for Check Number 27894:				105.00
27895	10363	THE BUSINESS JOURNAL	10/20/2023	
	08042023	ADMIN- EXECUTIVE CORPORATE BUSINE		27.50
	08042023	BPO- EXECUTIVE CORPORATE BUSINESS .		13.76
	08042023	BPO- EXECUTIVE CORPORATE BUSINESS .		13.75
	08042023	FIN- EXECUTIVE CORPORATE BUSINESS J		6.87
	08042023	FIN- EXECUTIVE CORPORATE BUSINESS J		6.87
	08042023	FIN- EXECUTIVE CORPORATE BUSINESS J		6.88
	08042023	FIN- EXECUTIVE CORPORATE BUSINESS J		6.87
	08042023	CC- EXECUTIVE CORPORATE BUSINESS JC		27.50
Total for Check Number 27895:				110.00
27896	10381	UNITED HEALTH CENTERS	10/20/2023	
	0911-23-4	PD- PRE-EMPLOYMENT PHYSICAL LUIS G		150.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27896:	150.00
27897	10391	VALLEY FARM SUPPLY STORES	10/20/2023	
	101768	SM EQUIP- ECHO SAW		451.14
	155920	WTR- RAKE SHOVEL		94.78
	156156	VE EQUIP- STIHL BACKPLATE		87.17
	156157	VE EQUIP- HONDA ELEMENT AIR CLEANER		299.10
	156194	PARKS- SUPPLIES FOR PARK CLEANUP		123.76
	156357	SM EQUIP- STIHL CHAIN		70.60
	156357	SM EQUIP- BACKPACK BLOWER		584.37
	156359	SWR- BLACK GLOVES		75.16
	156380	VE EQUIP- POWER TRIM SIDE BRACKET		545.94
	156478	VE EQUIP- STIHL CHAIN		35.30
	156499	SM EQUIP- BACKPACK BLOWER		584.37
	156581	PARKS- SUPPLIES FOR PARKS/ MEDIANS		264.80
	156581	MEDIANS- SUPPLIES FOR PARKS/ MEDIAN		617.87
	180702	WTR- SPRAY PAINT/ GARDEN HOSE		52.94
	180709	VE EQUIP- POWER TRIM BLADE, SYN OIL		558.56
	180765	PARKS- PESTICIDE MASK		65.36
	180800	SWR- HAMMERS		69.72
	180809	SD- SUPPLIES FOR WIRING OF LIONS PARK		149.10
	180867	PARKS- LONG HANDLE SCOOP/RAKE		106.77
	180919	VE EQUIP-GATE BELT, SPARK PLUG, HON		143.15
	181143	SWR- BLACK GLOVES		50.10
	181308	PARKS- CORONA PRUNERS		60.77
	181310	BLDG- 1 INV <\$50		16.54
	181316	SWR- RIDER PLATE, BRUSH BLADE		75.71
	181325	SWR- STIHL BACKPACK SPRAYER		76.27
	181325	WTR- STIHL BACKPACK SPRAYER		76.28
	181413	STRTS- LONG HANDLE SCOOP/RAKE		230.75
	OFF2K157004	CS- REPLACEMENT BLOWER PARKS & RE		316.01
	VARIOUS	VE REP- 4 INV <\$50		102.39
	VARIOUS	VE REP- 2 INV <\$50		26.45
	VARIOUS	PARKS- 7 INV <\$50		145.93
	VARIOUS	MEDIANS- 5 INV <\$50		111.06
	VARIOUS	SWR- 5 INV <\$50		58.50
	VARIOUS	WTR- 3 INV <\$50		91.50
	VARIOUS	STRTS- 3 INV <\$50		87.29
			Total for Check Number 27897:	6,505.51
27898	10406	WEST HILLS OIL INC	10/20/2023	
	78272	VE- FUEL SEPT 16-30 1,381.733 GALLONS		7,699.81
	78272	VE- ACT PROGRAM-PD 58.482 GALLONS		330.03
			Total for Check Number 27898:	8,029.84
27899	10413	YAMABE & HORN ENGINEERING INC	10/20/2023	
	49613	PW- WELL NO 18 PRODUCTUUB WELL		82.50
	49614	PW- VINELAND AVE WIDENING (NORTH)		28.39
	49614	PW- VINELAND AVE WIDENING (NORTH)		219.11
	49615	PW- TRACT 6236		4,012.54
	49616	PW- KUSD FIRST STREET EXTENSION		1,815.00
	49617	PW- CWSRF WASTEWATER PLANNING GR.		3,641.00
	49618	PW- TRACT 6293		82.50
	49618	PW- TRACT 6293		10,904.28
	49619	PW- EASTSIDE COMMUNITY PARK		4,607.25
	49620	PW- TRACT 6292		162.50
	49620	PW- TRACT 6292		2,145.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	49621	PW- SPR 19-16 JS WEST		70.00
	49622	PW- VINELAND AVE REHAB. CALIFORNIA		2,001.25
	49623	PW- SGMA IMPLEMENTATION SUPPORT		495.00
	49624	PW- KEARNEY BLVD REHABILITATION- P/		7,221.81
	49624	PW- KEARNEY BLVD REHABILITATION- P/		11,410.30
	49625	PW- STANISLAUS/SAN JOAQUIN ALLEY P/		1,665.00
	49626	PW- WELL NO 12 & 14 EMERGENCY GENE		1,222.00
	49627	PW- NORTHWEST PARK		4,297.50
	49628	PW-LIONS PARK RECHARGE PROJECT		3,041.25
	49629	PW- WELL #12 TCT/URANIUM MITIGATION		247.50
	49630	PW-FY 21-22 STREET REHABILITATION PR		12,843.24
	49631	PW-FY 21-22 STREET SEALING PROJECT		7,903.75
	49632	PW- SCHAAD TTM		140.00
	49633	PW-SISKIYOU AVE REHABILITATION- WHI		735.57
	49633	PW-SISKIYOU AVE REHABILITATION- WHI		5,677.43
	49634	PW-GOLDENROD AVE REHABILITATIO- KI		461.09
	49634	PW-GOLDENROD AVE REHABILITATIO- KI		3,558.91
	49635	PW- CLEAN CA DOWNTOWN CORRIDOR R		1,172.50
	49636	PW-FY 23-24 LLMD ASSESSMENTS		967.50
	49637	PW-BOYD WHISPERING FALLS SUBDIVISI		490.00
	49638	PW-SPR 2023-03 SE CORNER WHITESBRID		1,425.00
	49639	PW-FY 23-24 GENERAL ENGINEERING		4,035.00
	49640	PW-FY 23-24 GENERAL ENGINEERING- STI		990.00
	49641	PW-FY 23-24 GENERAL ENGINEERING-WA		330.00
	49642	PW-FY 23-24 GENERAL ENGINEERING-WA		7,200.00
	49643	PW-FY 23-24 GENERAL ENGINEERING-SEV		7,200.00
	49644	PW-FY 23-24 STBG APPLICATIONS		5,857.50
		Total for Check Number 27899:		120,359.17
27900	12267 00350491	IRENE ZAMORA CTC- SH DEPOSIT 10/15/2023	10/20/2023	150.00
		Total for Check Number 27900:		150.00
		Total for 10/20/2023:		401,388.32
27901	11190 45004906-450-SM	CHICAGO TITLE COMPANY PD- DEPOSIT FOR PURCHASE OF REAL PR	10/26/2023	30,000.00
		Total for Check Number 27901:		30,000.00
		Total for 10/26/2023:		30,000.00
27902	10021 0142174-IN 0142231-IN 0142965-IN	ALERT O LITE SDWLK REP- CONCRETE STAKES, EXP JOI SDWLK REP- PAPER NO PARKING SIGNS, F SDWLK REP- EXPANSION JOINT, TROWEL	10/27/2023	150.36 540.19 207.35
		Total for Check Number 27902:		897.90
27903	10033 s0117224	AMERICAN WATER WORKS ASSOC WTR- AWWA MEMBERSHIP DUES	10/27/2023	501.00
		Total for Check Number 27903:		501.00
27904	12257 11012023	AMERITAS LIFE INSURANCE CORP HR- NOVEMBER VISION ADMIN FEES	10/27/2023	1,202.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27904:	1,202.90
27905	10040	AT&T MOBILITY	10/27/2023	
	287286967034X10	PD-OCTOBER MDT WIRELESS SERVICE		442.64
	287287185908X10	PD- SRO CELL PHONE- OCTOBER		255.65
	287287978139X10	PD- OCTOBER CELULAR SERVICE		664.80
	287288087181X10	PD- ACT CELL PHONE, IPAD, SERVICE- OC		130.16
			Total for Check Number 27905:	1,493.25
27906	10054	BLUE SHIELD OF CALIFORNIA	10/27/2023	
	232890005353	HR- NOVEMBER MEDICAL COVERAGE		46,163.39
			Total for Check Number 27906:	46,163.39
27907	10617	C A REDING CO INC	10/27/2023	
	686312	ADM-LANIER/IM C8000-CONTRACT #19215		32.44
	686312	ADM- LANIER/IM C8000-CONTRACT #1921		54.07
	686312	ADM- LANIER/IM C8000-CONTRACT # 1921		4.33
	686312	ADM- LANIER/IM C8000-CONTRACT #1921		17.31
	686312	ADM- LANIER/IM C8000-CONTRACT #1921		54.07
	686312	ADM- LANIER/IM C8000-CONTRACT #1921		54.07
			Total for Check Number 27907:	216.29
27908	11215	CALIFORNIA INDUSTRIAL RUBBER C	10/27/2023	
	F-001906	EQUIP- CIRCOFLEX MUD FLAP FOR CHAIN		43.95
			Total for Check Number 27908:	43.95
27909	11633	FAVIOLA CARDENAS	10/27/2023	
	035315-035316	CC- COUNCIL MEETING SUPPLIES SEPT/O		90.00
			Total for Check Number 27909:	90.00
27910	10092	CENTRAL VALLEY TOXICOLOGY INC	10/27/2023	
	32968	PD- ETHYNL ALCOHOL 23-2341		133.00
	330657	PD- ETHYNL ALCOHOL23-2498		42.00
	330658	PD- ETHYNL ALCOHOL 23-2469		91.00
	330658	PD- ETHYNL ALCOHOL 23-2792		42.00
			Total for Check Number 27910:	308.00
27911	11498	COMCAST CABLE COMMUNICATIONS	10/27/2023	
	182922327	PD- FSO OFFIC-CITY OF KERMAN CALNET		728.31
			Total for Check Number 27911:	728.31
27912	10105	COMMUNITY HOSPITALS OF CENTRA	10/27/2023	
	1995	PD- LEGAL BLOOD DRAWS (4 @ \$175.00EA		700.00
			Total for Check Number 27912:	700.00
27913	10108	COOKS COMMUNICATIONS CORP	10/27/2023	
	155317	PD REP- SHIPPING FOR WARRANTY REP T		40.00
	155356	VE CAP- #1547 UP-LIFT PATROL BUILD		23,482.67
			Total for Check Number 27913:	23,522.67
27914	10114	CROWN SHORT LOAD CONCRETE	10/27/2023	
	120761	SDWLK REP- CONCRETE 16054 & 16167 BC		940.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27914:	940.45
27915	11382 157095	DATA TICKET INC PD- DATA TICKET SERVICES SEPTEMBER :	10/27/2023	44.42
			Total for Check Number 27915:	44.42
27916	10153 43-772934	FACTORY MOTOR PARTS CO VE REP- BRAKE LIGHT SWITCH #1446	10/27/2023	24.74
			Total for Check Number 27916:	24.74
27917	10157 1818543	FERGUSON ENTERPRISES INC WTR- 2 FLANGE REPAIR KITS FOR HYDRA	10/27/2023	554.52
			Total for Check Number 27917:	554.52
27918	10572 17716238	FRESNO CITY COLLEGE PD- FIREARMS INSTRUCTOR COURSE- JO	10/27/2023	129.00
			Total for Check Number 27918:	129.00
27919	10162 SO20994 SO20994 SO21036	FRESNO COUNTY TREASURER PD- RMS/ACCESS FEE SEPTEMBER 2023 PD- DISPATCHING SERVICES OCTOBER 20: PD- 1 QTR PRISONER PROCESSING SERVIC	10/27/2023	188.04 22,102.14 167.75
			Total for Check Number 27919:	22,457.93
27920	10169 46413	FRESNO PET CEMETERY AAC- GROUP CREMATION AND PICK UP FI	10/27/2023	237.80
			Total for Check Number 27920:	237.80
27921	11188 900838	FUTURE FORD PD REP- WATER PUMP REPLACEMENT #14	10/27/2023	2,592.58
			Total for Check Number 27921:	2,592.58
27922	10176 025749856	GALLS LLC VE- 6 FLASHLIGHT FOR UPLIFT OF NEW T	10/27/2023	999.17
			Total for Check Number 27922:	999.17
27923	12379 RO#2317 TAG#JV2	GILL CHEVROLET VE REP- TRANSMISSION INSPECITON #14C	10/27/2023	160.00
			Total for Check Number 27923:	160.00
27924	11358 35071470 35071470 35071472 35071472	GREAT AMERICA FINANCIAL SERVICE WTR- LANIER MPC307 COPIER WWTP SWR- LANIER MPC307 COPIER WWTP WTR- LANIER MP5404 COPIER PUBLIC WC WTR- LANIER MP5404 COPIER PUBLIC WC	10/27/2023	89.93 89.92 93.72 93.72
			Total for Check Number 27924:	367.29
27925	12187 203026	HAMNER JEWELL & ASSOCIATES CS- PROFESSIONAL SERVICES SEPT 2023	10/27/2023	180.00
			Total for Check Number 27925:	180.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
27926	10193 1029223164	HAVENS SECURITY INC PD- UNLOCKING OF SAFE (SEARCH WARR	10/27/2023	600.00
		Total for Check Number 27926:		600.00
27927	11154 2312-01	HEDRON ARCHITECTURE ADM-CITY HALL SPACE PLANNING AND P	10/27/2023	1,540.00
		Total for Check Number 27927:		1,540.00
27928	10514 17445 17445	ICAD INC WTR- 23761-9/27/23-HMI SCADA WORK SWR- 23761-9/27/23-HMI SCADA WORK	10/27/2023	472.50 472.50
		Total for Check Number 27928:		945.00
27929	10255 41013 41013	JD MANUFACTURING CC- COUNCIL LOGO JACKETS/ SHIRTS CLRK- CLERK SHIRT	10/27/2023	381.04 36.81
		Total for Check Number 27929:		417.85
27930	11923 161117	JOE A GONSALVES & SON ADM- PROFESSIONAL LEGISLATIVE REPR	10/27/2023	1,250.00
		Total for Check Number 27930:		1,250.00
27931	10226 6093713	JORGENSEN & CO PD REP- 2 FIRE EXTINGUISHER FOR FORD	10/27/2023	183.73
		Total for Check Number 27931:		183.73
27932	10239 24195 24195	KERWEST INC FIN- SURPLUS PROPERTY SALE NEWSPAP FIN- SURPLUS PROPERTY SALE NEWSPAP	10/27/2023	5.50 126.50
		Total for Check Number 27932:		132.00
27933	10241 2024-05	KINGS BASIN IRWM AUTHORITY WTR- 2024 MEMBER DUES	10/27/2023	3,500.00
		Total for Check Number 27933:		3,500.00
27934	10250 252607 253151	LIEBERT CASSIDY WHITMORE ADM- ADMIN-HR PERSONNEL MATTER- 9/ ADM- ADMIN-HR PERSONNEL MATTER- 9/	10/27/2023	99.50 261.00
		Total for Check Number 27934:		360.50
27935	10252 1338546 1338608	LITHIA FORD OF FRESNO PD REP- STEERING SHAFT #1517 PD REP- STEERING SHAFT BOOT #1517	10/27/2023	602.43 52.87
		Total for Check Number 27935:		655.30
27936	11096 2199775	LOZANO SMITH LLP ADM- ADMIN-HR PERSONNEL MATTER 9/	10/27/2023	40.00
		Total for Check Number 27936:		40.00
27937	10335 53382 53425	MADERA FORD PD REP- TIRE PRESSURE SENSOR #1491 PD REP- LWR CONTROL ARM NUTS/WASH	10/27/2023	462.96 12.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27937:				475.08
27938	12442 00336482	KAITLYN MARTINEZ CTC- SH DEPOSIT 07/29/23 (CHECK #27348	10/27/2023	100.00
Total for Check Number 27938:				100.00
27939	12492 00342054	CIRENE MENDOZA CTC- SH DEPOSIT 10/21/2023	10/27/2023	100.00
Total for Check Number 27939:				100.00
27940	10260 269607	METRO UNIFORM & ACCESSORIES PD- UNIFORMS/ EQUIPMENT LUIS GUTIER	10/27/2023	703.38
Total for Check Number 27940:				703.38
27941	10272 001600002755 001600002755 001600002755 001600002755	MUTUAL OF OMAHA HR- NOVEMBER LTD INS EMPLOYEE HR- NOVEMBER LTD INS EMPLOYEE HR- NOVEMBER VOLUNTARY LIFE HR- NOVEMBER INSURANCE	10/27/2023	546.69 546.69 1,123.45 446.30
Total for Check Number 27941:				2,663.13
27942	10282 319942505-001 319942507-001 319942507-001 319942516-001 32852597-001 32852597-001 329696364001 329696364001 329696364001 329696364001 329696364001 329696364001 329696364001 329696364001 329696364001 333267540001 333267540001 333267540001 333267540001 333267540001 333267540001 333292220001 333292220001 335601629001 335601629001 335601629001 335601629001 335601629001 335601629001 335601629001 335601629001 335603866001 335603866001 335603866001 335603866001	OFFICE DEPOT BPO- CODE GENERAL SUPPLIES BPO- PLANNING/BUILDING GENERAL SUF BPO- PLANNING/BUILDING GENERAL SUF BPO-BUILDING FILE CABINET BPO- PLANNING/BUILDING BPO- PLANNING/BUILDING FIN- DESK ORGANIZER FIN- DESK ORGANIZER CREDIT FIN- DESK ORGANIZER FIN- DESK ORGANIZER CREDIT FIN- DESK ORGANIZER CREDIT FIN- DESK ORGANIZER CREDIT FIN- DESK ORGANIZER FIN- DESK ORGANIZER BPO- COPYHOLDER, STAMP BPO- CODE OFFICE SUPPLIES, FOLDERS BPO- COPYHOLDER, STAMP BPO- COPYHOLDER, STAMP BPO- CODE OFFICE SUPPLIES, FOLDERS BPO- CODE OFFICE SUPPLIES, FOLDERS BPO- CODE OFFICE SUPPLIES: STAMP BPO- OFFICE SUPPLIES: POINTERS (CONFI FIN- DESK PAD CALENDAR FIN- TONER, ENVELOPES, PENS FIN- DESK PAD CALENDAR FIN- TONER, ENVELOPES, PENS FIN- TONER, ENVELOPES, PENS FIN- TONER, ENVELOPES, PENS FIN- DESK PAD CALENDAR FIN- DESK PAD CALENDAR FIN- TONER, ENVELOPES, PENS FIN- BLK ORGANIZER FIN- BLK ORGANIZER FIN- BLK ORGANIZER FIN- BLK ORGANIZER	10/27/2023	50.11 9.80 9.80 1,484.44 7.08 7.08 14.80 -5.79 1.15 -1.15 -14.80 -10.94 10.94 5.79 13.06 20.35 13.06 13.07 20.34 20.34 21.78 22.87 1.35 96.49 2.55 37.76 7.54 3.45 0.27 71.32 1.08 13.81 10.21 5.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	336439103	CC- AVERY DIVIDERS/WHITE TABS		23.38
	336463503	CC- PARCHMENT PAPER AND PREPRINTED		54.97
	337916896	CC- GREEN CERTIFICATE FOLDERS		93.47
Total for Check Number 27942:				2,136.23
27943	10289	P.G.& E.	10/27/2023	
	4647279811-8	PD- POLICE DEPARTMENT PG&E GAS		31.12
	4647279811-8	PD- POLICE DEPARTMENT PG&E ELECTRICITY		1,533.88
	6039473144-6	CS- TRINITY'S PARK PG&E SEPT 23 ID #603521		138.58
	6206788690-3	CS- CS ELECTRICITY & GAS SEPT 2023		1,789.01
	6206788690-3	CS- CS ELECTRICITY & GAS SEPT 2023 9/01		100.00
	6206788690-3	CS- CS ELECTRICITY & GAS SEPT 2023 9/01		908.98
	6206788690-3	CS- CS ELECTRICITY & GAS SEPT 2023 9/01		3,566.93
	7660122617-8	AAC- ANIMAL SHELTER PG&E ELECTRICITY		1,177.05
	7660122617-8	AAC- ANIMAL SHELTER PG&E GAS		66.35
	8820061503-2	CS- COLEMAN BALLFIELD PG&E SEPT 23		3,675.52
Total for Check Number 27943:				12,987.42
27944	12026	PRECISION CIVIL ENGINEERING INC	10/27/2023	
	28509	BPO- PROFESSIONAL SERVICES SHAAD/C		150.00
	28522	BPO- PROFESSIONAL SERVICES MULTI FA		4,197.50
Total for Check Number 27944:				4,347.50
27945	10309	PROFORCE LAW ENFORCEMENT	10/27/2023	
	527455	PD- PRIOR PURCHASES (\$1,337.19) CREDIT		294.38
Total for Check Number 27945:				294.38
27946	10315	QUINN COMPANY	10/27/2023	
	WON50028289	BLDG- TROUBLESHOOT ENGINE PD GENE		570.00
Total for Check Number 27946:				570.00
27947	10316	R G EQUIPMENT OF FRESNO INC	10/27/2023	
	149951	EQUIP- GASKET-DIPSTICK FOR TORO		24.68
	149952	EQUIP- WHEEL ASSEMBLY FOR MOWER		319.08
	153121	EQUIP- WHEEL HUB, CASTER, NUT LUG FOR		283.41
	153860	EQUIP- TIRE FOR TOWER		855.95
Total for Check Number 27947:				1,483.12
27948	10319	RENO'S HARDWARE	10/27/2023	
	11629	VE- INSECT SPRAY FOR FLEET SHOP		11.31
	11651	PARKS- SWITCH, BULBS, WASP SPRAY		84.52
	11656	LLD- REFRIGERATOR FOR SHOP BREAKROO		102.59
	11656	SD- REFRIGERATOR FOR SHOP BREAKROO		102.60
	11656	SWR- REFRIGERATOR FOR SHOP BREAKRO		102.60
	11656	VE- REFRIGERATOR FOR SHOP BREAKROO		102.59
	11656	PARKS- REFRIGERATOR FOR SHOP BREAK		102.59
	11656	STRTS- REFRIGERATOR FOR SHOP BREAK		102.59
	11656	WTR- REFRIGERATOR FOR SHOP BREAKR		102.59
	11660	VE- SHOVELS PART FOR UPLIFT #1554		70.11
	11667	SFO- ADAPTERS, BULBS FOR HF		61.84
	11673	PD REP- TRAILER HITCH & PIN FOR ACO V		68.44
	11682	VE- BROOM, SCOOP PART OF UPLIFT #1554		91.19
	11702	BLDG GEN- SUPPLIES- 1 INV < \$50		4.52
	11710	BLDG GEN- SPRAYER FOR KENNELS		69.08
	VARIOUS	BLDG GEN- SUPPLIES- 4 INV < \$50		48.15

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	VARIOUS	PARK MNT- SUPPLIES- 2 INV < \$50		17.84
	VARIOUS	SFO- SUPPLIES- 5 INV <\$50		87.00
Total for Check Number 27948:				1,332.15
27949	10327 92774376	SAFETY KLEEN SYSTEMS INC VE- CLEAN AQUEOUS PARTS WASHER	10/27/2023	313.43
Total for Check Number 27949:				313.43
27950	11650 133596345-001 135266999-001 135289448-001 135641748-001 135695848-001	SITEONE LANDSCAPE SUPPLY COMP/ PARKS- OVERPAYMENT 83637255 PARKS- TROUBLE SHOOT PUMP KERCKOF PARKS- LABOR AND PARTS PUMP KERCH PARKS- IRRIG CONTROLLER, PRE-EMERG MEDIANS- TEE BARBS, REDUCER BUSHIN	10/27/2023	-298.66 125.00 687.63 988.30 161.17
Total for Check Number 27950:				1,663.44
27951	12368 59626 59647 59942	SPECIALTY HOSE EXPRESS LLC VE REP- COOLANT HOSE, CLAMP, FITTING PARKS- VALVE WTR BUSHING	10/27/2023	37.73 10.19 3.26
Total for Check Number 27951:				51.18
27952	10357 28094 28107	TAYLOR MADE IRRIGATION PARKS- IRRIGATION SUPPLIES MEDIANS- PIPE CUTTER	10/27/2023	11.77 78.53
Total for Check Number 27952:				90.30
27953	10360 2007629 2007630 2007631 2007634	TERRY JOHNSON TRUCKING STRTS- HAULING OF COLD MIX STRTS- 6.05 TONS COLD MIX 1ST LOAD STRTS- 6.05 TONS COLD MIX 1ST LOAD WTR- 6.05 TONS COLD MIX 1ST LOAD	10/27/2023	375.00 632.93 633.97 642.95
Total for Check Number 27953:				2,284.85
27954	10365 15123 RS-12820	THE RADAR SHOP INC PD REP- RADAR & TUNING FORK RE-CERT PD REP- FRONT ANTENNA CABLE #1536	10/27/2023	94.00 132.50
Total for Check Number 27954:				226.50
27955	12493 6657	TOSTED ASPHALT INC CS- DEMO/CONCRETE TUFF SHED PAD	10/27/2023	15,400.00
Total for Check Number 27955:				15,400.00
27956	12344 50024014454	WHITE CAP LP EQUIP- CUTTING BLADES FOR SAW	10/27/2023	758.42
Total for Check Number 27956:				758.42
Total for 10/27/2023:				162,160.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference
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Report Total (88 checks):

593,548.77

Accounts Payable

Checks by Date - Detail by Check Date

User: jalvarez
 Printed: 11/3/2023 9:44 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	10/20/2023	
	10202023	SIT PAYABLE= PIT AMOUNT		4,668.53
	10202023	SDI PAYABLE= SDI AMOUNT		1,668.29
Total for this ACH Check for Vendor 10147:				6,336.82
ACH	10517	FEDERAL TAXES PAYROLL	10/20/2023	
	10202023	FIT PAYABLE= TAX WITHHOLDING		14,418.05
	10202023	FICA PAYABLE= SOCIAL SECURITY		24,647.74
	10202023	FICA MED PAYABLE= MEDICARE		5,764.54
Total for this ACH Check for Vendor 10517:				44,830.33
ACH	10518	KERMAN POLICE OFFICERS ASSN	10/20/2023	
	10202023	C MEMBERSHIP DUES- FOR PAYROLL 10/2		632.00
Total for this ACH Check for Vendor 10518:				632.00
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	10/20/2023	
	10022023	C MEMBERSHIP DUES- FOR PAYROLL 10/2		187.50
Total for this ACH Check for Vendor 10519:				187.50
ACH	10520	ICMA-RC	10/20/2023	
	10202023	C LOAN PAYMENTS		3,072.68
	10202023	C DEFERRED COMP FOR PAYROLL 10/20/20		1,524.40
Total for this ACH Check for Vendor 10520:				4,597.08
ACH	10522	CALPERS	10/20/2023	
	10202023	C EMPLOYER PAID CONTRIBUTIONS PAYF		17,069.08
	10202023	C EMPLOYEE PAID CONTRIBUTIONS PAYF		13,768.44
Total for this ACH Check for Vendor 10522:				30,837.52
Total for 10/20/2023:				87,421.25
Report Total (6 checks):				87,421.25

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	97,966.68	827.50
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	47,604.48	749.79
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24	248,000.00			248,000.00	243,823.68	1,937.80
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24	205,000.00			205,000.00	201,564.20	-
Barclays Bank Del Retail	615-030525-245	2.85%	6/2/22	6/3/24	245,000.00			245,000.00	240,558.15	-
American Express National Bank	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	240,849.70	-
Capital One National Mclean	615-030525-245	3.30%	6/29/22	7/1/24	245,000.00			245,000.00	240,849.70	-
Customers Bank Phoenixville PA	615-030525-245	4.70%	2/16/23	8/16/24	250,000.00			250,000.00	247,945.00	5,826.71
Charles Schwab Bank	615-030525-245	5.20%	3/7/23	9/16/24	250,000.00			250,000.00	248,862.50	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	245,611.11	2,730.14
Morgan Stanley Private National Bank	615-030525-245	4.80%	4/20/23	10/21/24	244,000.00			244,000.00	241,779.60	-
Western Alliance Bank	615-030525-245	4.85%	4/13/23	10/21/24	244,000.00			244,000.00	241,901.60	-
Brookline Bank Mass	615-030525-245	5.30%	8/30/23	10/30/24		248,000.00		248,000.00	246,983.20	-
Morgan Stanley Bank	615-030525-245	5.20%	8/30/23	3/3/25		243,000.00		243,000.00	241,503.12	-
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	230,392.00	-
Capital One National National	615-030525-245	3.35%	6/29/22	6/30/25	245,000.00			245,000.00	235,849.25	-
Discover Bank Greenwood	615-030525-245	3.55%	9/20/22	9/22/25	245,000.00			245,000.00	235,758.60	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	225,429.66	627.62
Merrick Bank	615-030525-245	5.40%	9/27/23	4/4/25		248,000.00		248,000.00		-
Bank of Wisonsin	615-030525-245	5.40%	9/27/23	4/2/25		248,000.00		248,000.00		-
US Government Bonds										
Federal Home Loan Bank	615-030525-245	4.00%	9/23/22	9/23/24	500,000.00			500,000.00	492,390.00	10,000.00
Federal Home Loan Bank	615-030525-245	5.05%	1/30/23	1/28/25	500,000.00			500,000.00	495,220.00	12,484.72
Federal Home Loan Bank	615-030525-245	5.10%	1/30/23	1/28/26	500,000.00			500,000.00	493,035.00	12,608.33
Total CD's		Average Rate	3.82%		5,738,000.00	307,000.00	-	6,045,000.00	5,435,877.23	64,332.97

Section 5, Item D.

28



STAFF REPORT

MEETING DATE: November 8, 2023

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Accepting the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031) and authorizing the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

The contractor, Asphalt Design By Juan Gomez, has satisfactorily completed the work required for the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street (Project), Federal Project No. CML-5291 (031). The Project consisted of paving the alley between Stanislaus Avenue and San Joaquin Avenue, from 1st to 3rd Street. In addition, the Project scope included new concrete alley approaches with an ADA accesible path of travel around the approaches. In order to closeout the Project, City Council must accept the improvements and authorize the recording of a Notice of Completion.

The Project was advertised for bid and the construction contract was awarded to Asphalt Design By Juan Gomez, on April 26, 2023. The Contractor began construction on May 22, 2023, and completed the Project on August 11, 2023. The street improvements were completed within the specified contract time.

FISCAL IMPACT:

The City budgeted \$169,809 for the Project. The estimated final Project cost is \$169,000 including design, construction management, inspection, and contingency. The Project is funded with Congestion Mitigation and Air Quality (CMAQ) grant funds and Local Transportation Funds.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION
FOR THE STANISLAUS/SAN JOAQUIN ALLEY PAVING FROM 1ST TO 3RD STREET,
FEDERAL PROJECT NO. CML-5291(031)**

WHEREAS, Asphalt Design By Juan Gomez, has completed the work for Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031); and

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031) and requests Council to authorize the City Engineer to record the Notice of Completion for the Project.

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

SECTION 1. The foregoing recitals are incorporated by reference.

SECTION 2. The Council accepts the Stanislaus/San Joaquin Alley Paving from 1st to 3rd Street, Federal Project No. CML-5291(031) and authorizes the City Engineer to record the Notice of Completion.

SECTION 3. This resolution is effective on adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 8th day of November 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: November 8, 2023

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Accepting the Vineland Avenue Rehabilitation, Federal Project No. STPL-5291(029) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Vineland Avenue Rehabilitation, Federal Project No. STPL-5291(029) and authorizing the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

The contractor, Cal Valley Construction, Inc., has satisfactorily completed the work required for the Vineland Avenue Rehabilitation (Project), Federal Project No. STPL-5291(029). The Project consisted of rehabilitation of the existing pavement on Vineland Aveue from California Avenue to Kearney Boulevard as well as on 12th Street from California Avenue to D Street. Portions of the streets with more significant deterioration were dug out and reconstructed followed by an asphalt overlay to the entire Project area for providing a smooth driving surface. In addition, the Project scope included the the replacement or construction of various concrete improvements where damaged or non-compliant with ADA accessibility guidelines. In order to close out the Project, City Council must accept the improvements and authorize the recording of a Notice of Completion.

The Project was advertised for bid and the construction contract was awarded to Cal Valley Construction, Inc., on Ocotber 26, 2022. The Contractor began construction on December 19, 2022 and completed the Project on September 19, 2023. The street improvements were completed within the specified contract time. Overall completion of the Project took longer than originally planned, due to the addition of signage not originally included in the contract by the City as well as a necessary trench repair resulting from a water main break.

FISCAL IMPACT:

The City budgeted \$787,483 for the Project. The estimated final Project cost is \$750,000 including design, construction management, inspection, and contingency. The Vineland Avenue portion of the Project is funded with Federal Surface Transportation Block Grant (STBG) funds and Local Transportation Funds. The 12th Street portion of the Project is not eligible for STBG funding and is funded with Local Transportation Funds.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE
NOTICE OF COMPLETION FOR THE VINELAND AVENUE REHABILITATION,
FEDERAL PROJECT NO. STPL-5291(029)**

WHEREAS, Cal Valley Construction, Inc., has completed the work for the Vineland Avenue Rehabilitation, Federal Project No. STPL-5291(029); and

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the Vineland Avenue Rehabilitation, Federal Project No. STPL-5291(029) and requests Council to authorize the City Engineer to record the Notice of Completion for the Project.

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

SECTION 1. The foregoing recitals are incorporated by reference.

SECTION 2. The Council accepts the Vineland Avenue Rehabilitation, Federal Project No. STPL-5291(029) and authorizes the City Engineer to record the Notice of Completion.

SECTION 3. This resolution is effective on adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 8th day of November 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: November 8, 2023

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Resolution Accepting the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) and Authorizing Filing of the Notice of Completion (JG)

RECOMMENDATION: Council by motion adopt the resolution accepting the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) and authorizing the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY:

The contractor, Emmett Valley Construction, Inc., has satisfactorily completed the work required for the Kearney Boulevard Rehabilitation (Project), Federal Project No. STPL-5291(030). The Project consisted of rehabilitation of the existing pavement on Kearney Boulevard from Park Avenue to Del Norte Avenue. Portions of the streets with more significant deterioration were dug out and reconstructed followed by an asphalt overlay to the entire Project area for providing a smooth driving surface. In addition, the Project scope included the replacement or construction of various concrete improvements where damaged or non-compliant with ADA accessibility guidelines. In order to closeout the Project, City Council must accept the improvements and authorize the recording of a Notice of Completion.

The Project was advertised for bid and the construction contract was awarded to Emmett Valley Construction, Inc., on March 22, 2023. The Contractor began construction on May 1, 2023, and completed the Project on September 29, 2023. The street improvements were completed within the specified contract time. Overall completion of the Project took longer than originally planned, due to the addition of signage not originally included in the contract by the City.

FISCAL IMPACT:

The City budgeted \$604,925 for the Project. The estimated final Project cost is \$495,000 including design, construction management, inspection, and contingency. The Project is funded with Federal Surface Transportation Block Grant (STBG) funds and Local Transportation Funds.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION
FOR THE KEARNEY BOULEVARD REHABILITATION,
FEDERAL PROJECT NO. STPL-5291(030)**

WHEREAS, Emmett Valley Construction, Inc., has completed the work for Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030); and

WHEREAS, the City Public Works Inspector has inspected the improvements required by the City and all improvements required by the City have been completed; and

WHEREAS, the City Engineer recommends acceptance of the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) and requests Council to authorize the City Engineer to record the Notice of Completion for the Project.

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

- SECTION 1. The foregoing recitals are incorporated by reference.
- SECTION 2. The Council accepts the Kearney Boulevard Rehabilitation, Federal Project No. STPL-5291(030) and authorizes the City Engineer to record the Notice of Completion.
- SECTION 3. This resolution is effective on adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 8th day of November 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: November 8, 2023

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Consideration of Deed Restriction for the Kerman Northwest Park (JG)

RECOMMENDATION: Council by motion adopt the resolution approving the Deed Restriction for the Kerman Northwest Park As Required by the 2018 Parks Bond Act Per Capita Grant Program and authorize the City Manager to execute same.

EXECUTIVE SUMMARY:

The Kerman Northwest Park (Project) will be located at the intersection of Kenneth and San Joaquin Avenues. The Project was awarded for construction on August 9, 2023, and includes concrete sidewalk, landscape planting, and a landscape irrigation system.

A funding source of the Project is the 2018 Parks Bond Act Per Capita Grant Program (Grant) for which a contract was executed on March 17, 2022, in the amount of \$177,952.00. As a requirement of the funding, the City of Kerman (City) must record a Deed Restriction with the County of Fresno Recorder's Office. The Deed Restriction will restrict the title to the property, safeguarding it for purposes consistent with the Grant for the duration of the contract performance period, through June 30, 2048. The Deed Restriction must be recorded before any grant funding is made available to the City.

FISCAL IMPACT:

Failure to approve the required deed restriction will result in the City not receiving the grant funding thereby creating a shortage of funds putting in jeopardy the completion of the Project.

ATTACHMENTS:

- A. Resolution
- B. Deed Restriction

Attachment 'A'

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING THE
DEED RESTRICTION FOR THE KERMAN NORTHWEST PARK AS REQUIRED BY THE 2018
PARKS BOND ACT PER CAPITA GRANT PROGRAM AND AUTHORIZE THE CITY MANAGER
TO EXECUTE SAME**

WHEREAS, the City of Kerman (City) is developing the Kerman Northwest Park (Project) located at the intersection of Kenneth and San Joaquin Avenues; and

WHEREAS, the Project was awarded for construction on August 9, 2023; and

WHEREAS, the Project will include concrete sidewalk, landscape planting and a landscape irrigation system; and

WHEREAS, the City has received 2018 Parks Bond Act Per Capita Grant Program (Grant) funds in the amount of \$177,952.00; and

WHEREAS, conditions of the funding require the City record a Deed Restriction with the County of Recorder's Office, for safeguarding the property for purposes consistent with the Grant for the duration of the contract performance period, through June 30, 2048; and

WHEREAS, the Deed Restriction must be recorded before Grant funds are made available to the City.

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 Deed Restriction attached hereto as Exhibit 'A' is approved.

SECTION 3. City Manager Jon Jansons is authorized to sign the Deed Restriction.

SECTION 4. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 8th day of November 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

Maria Pacheco
Mayor

Marci Reyes
City Clerk

RECORDING REQUESTED BY:
California Department of Parks and Recreation
Office of Grants and Local Services

WHEN RECORDED MAIL TO:
Office of Grants and Local Services
PO Box 942896
Sacramento, CA 94296-0001
Attn: Kevin Glaudel

SPACE ABOVE THIS LINE RESERVED FOR RECORDER'S USE

DEED RESTRICTION

I. WHEREAS, City of Kerman, a California Municipal Corporation, (hereinafter referred to as "Owner(s)" is/are recorded owner(s) of the real property described in Exhibit A, attached and incorporated herein by reference (hereinafter referred to as the "Property"); and

II. WHEREAS, the California Department of Parks and Recreation (hereinafter referred to as "DPR") is a public agency created and existing under the authority of section 5001 of the California Public Resources Code (hereinafter referred to as the "PRC"). And

III. WHEREAS, Owner(s) (or Grantee) applied to DPR for grant funds available pursuant to the California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access for All of 2018 Parks Bond Act, 2018 Parks Bond Act Per Capita Program for Develop 2.5 acre parcel into new community park. on the Property; and

IV. WHEREAS, on July 1, 2020, DPR's Office of Grants and Local Services conditionally approved Grant 18-10-022, (hereinafter referred to as "Grant") for Develop 2.5 acre parcel into new community park. on the Property, subject to, among other conditions, recordation of this Deed Restriction on the Property; and

V. WHEREAS, but for the imposition of the Deed Restriction condition of the Grant, the Grant would not be consistent with the public purposes of the 2018 Parks Bond Act, 2018 Parks Bond Act

Per Capita Program and the funds that are the subject of the Grant could therefore not have been granted;
and

VI. WHEREAS, Owner(s) has/ve elected to comply with the Deed Restriction of the Grant, so as to enable Owner(s), to receive the Grant funds and perform the work described in the Grant;

NOW, THEREFORE, in consideration of the issuance of the Grant funds by DPR, the undersigned Owner(s) for himself/herself/themselves and for his/her/their heirs, assigns, and successors-in-interest, hereby irrevocably covenant(s) with DPR that the condition of the grant (set forth at paragraph(s) 1 through 5 and in Exhibit B hereto) shall at all times on and after the date on which this Deed Restriction is recorded constitute for all purposes covenants, conditions and restrictions on the use and enjoyment of the Property that are hereby attached to the deed to the Property as fully effective components thereof.

1. DURATION. (a) This Deed Restriction shall remain in full force and effect and shall bind Owner(s) and all his/her/their assigns or successors-in-interest for the period running from July 1, 2018 through June 30, 2048.

2. TAXES AND ASSESSMENTS. It is intended that this Deed Restriction is irrevocable and shall constitute an enforceable restriction within the meaning of a) Article XIII, section 8, of the California Constitution; and b) section 402.1 of the California Revenue and Taxation Code or successor statute. Furthermore, this Deed Restriction shall be deemed to constitute a servitude upon and burden to the Property within the meaning of section 3712(d) of the California Revenue and Taxation Code, or successor statute, which survives a sale of tax-deeded property.

3. RIGHT OF ENTRY. DPR or its agent or employees may enter onto the Property at times reasonably acceptable to Owner(s) to ascertain whether the use restrictions set forth above are being observed.

4. REMEDIES. Any act, conveyance, contract, or authorization by Owner(s) whether written or oral which uses or would cause to be used or would permit use of the Property contrary to the terms of this Deed Restriction will be deemed a violation and a breach hereof. DPR may pursue any and

all available legal and/or equitable remedies to enforce the terms and conditions of this Deed Restriction up to and including a lien sale of the property. In the event of a breach, any forbearance on the part of DPR to enforce the terms and provisions hereof shall not be deemed a waiver of enforcement rights regarding any subsequent breach.

5. SEVERABILITY. If any provision of these restrictions is held to be invalid, or for any reason becomes unenforceable, no other provision shall be affected or impaired.

Dated: _____, 20 ____

Business Name (if property is owned by a business): _____

Owner(s) Name(s): City of Kerman, a California Municipal Corporation

Signed: _____

John Jansons, City Manager
PRINT/TYPE NAME & TITLE OF ABOVE
 (GRANTEE’S AUTHORIZED REPRESENTATIVE)

Signed: _____

PRINT/TYPE NAME & TITLE OF ABOVE
 (ADDITIONAL SIGNATURE, AS REQUIRED)

****NOTARY ACKNOWLEDGEMENT ON THE NEXT PAGE****

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

State of California

County of _____

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

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

WITNESS my hand and official seal.

Signature _____ (Seal)

Exhibit A (Legal Description of Property)

OUTLOT A OF TRACT NO. 5515, THE VINEYARD PHASE 1, ACCORDING TO THE MAP THEREOF RECORDED IN BOOK 75 OF PLATS AT PAGES 92, 93, 94, AND 95, FRESNO COUNTY RECORDS.

Exhibit B (Grant CONTRACT)

State of California - Natural Resources Agency
DEPARTMENT OF PARKS AND RECREATION

GRANT CONTRACT
2018 Parks Bond Act
Per Capita Grant Program

GRANTEE City of Kerman

THE PROJECT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2024

CONTRACT PERFORMANCE PERIOD is from July 01, 2018 through June 30, 2048

The GRANTEE agrees to the terms and conditions of this Contract, and the State of California, acting through its Director of the Department of Parks and Recreation, pursuant to the State of California, agrees to fund the total State grant amount indicated below.

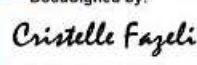
The GRANTEE agrees to complete the GRANT SCOPE(s) as defined in the GRANT SCOPE/Cost Estimate Form or acquisition documentation for the application(s) filed with the State of California.

The General and Special Provisions attached are made a part of and incorporated into the Contract.

City of Kerman

By  Grantee
(Signature of Authorized Representative)
Title City Manager
Date 03-03-22

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

DocuSigned by:

By 7009862C771F404...
Date 3/17/2022

CERTIFICATION OF FUNDING
(For State Use Only)

CONTRACT NO C9801204	AMENDMENT NO	FISCAL SUPPLIER I.D. 0000013172	PROJECT NO. 18-10-022
AMOUNT ENCUMBERED BY THIS DOCUMENT \$177,952.00	FUND. Drought, Water, Cln Air, Cstl Protc, Outdoor Fund		
PRIOR AMOUNT ENCUMBERED FOR THIS CONTRACT	ITEM 3790-101-6088	CHAPTER 29	STATUTE 18
TOTAL AMOUNT ENCUMBERED TO DATE \$ 177,952.00	Reporting Structured. 37900091	Account/Alt Account. 5432000-5432000000	ACTIVITY CODE 69801
			PROJECT / WORK PHASE

I. RECITALS

This CONTRACT is entered into between the California Department of Parks and Recreation (hereinafter referred to as "GRANTOR," "DEPARTMENT" or "STATE") and City of Kerman (hereinafter referred to as "GRANTEE").

The DEPARTMENT hereby grants to GRANTEE a sum (also referred to as "GRANT MONIES") not to exceed \$177,952, subject to the terms and conditions of this AGREEMENT and the 2018/19 California State Budget, Chapter 29, statutes of 2018, Item number – 3790-101-6088 (appropriation chapter and budget item number hereinafter referred to as "PER CAPITA GRANT"). These funds shall be used for completion of the GRANT SCOPE(S).

The Grant Performance Period is from July 01, 2018 to June 30, 2024.

II. GENERAL PROVISIONS

A. Definitions

As used in this CONTRACT, the following words shall have the following meanings:

1. The term "ACT" means the California Drought, Water, Parks Climate, Coastal Protection, and Outdoor Access for All Act of 2018, as referred to in section I of this CONTRACT.
2. The term "APPLICATION" means the individual project APPLICATION packet for a project pursuant to the enabling legislation and/or grant program process guide requirements.
3. The term "DEPARTMENT" or "STATE" means the California Department of Parks and Recreation.
4. The term "DEVELOPMENT" means capital improvements to real property by means of, but not limited to, construction, expansion, and/or renovation, of permanent or fixed features of the property.
5. The term "GRANTEE" means the party described as the GRANTEE in Section I of this CONTRACT.
6. The term "GRANT SCOPE" means the items listed in the GRANT SCOPE/Cost Estimate Form or acquisition documentation found in each of the APPLICATIONS submitted pursuant to this grant.
7. The term "PROCEDURAL GUIDE" means the document identified as the "Procedural Guide for California Drought, Water, Parks, Climate, Coastal Protection, and Outdoor Access For All Act of 2018 Per Capita Program." The

PROCEDURAL GUIDE provides the procedures and policies controlling the administration of the grant.

B. Project Execution

1. Subject to the availability of GRANT MONIES, the STATE hereby grants to the GRANTEE a sum of money not to exceed the amount stated in Section I of this CONTRACT, in consideration of, and on condition that, the sum be expended in carrying out the purposes as set forth in the scope described in the enabling legislation and referenced in the APPLICATION, Section I of this CONTRACT, and under the terms and conditions set forth in this CONTRACT.

The GRANTEE shall assume any obligation to furnish any additional funds that may be necessary to complete the GRANT SCOPE(S).

The GRANTEE agrees to submit any change or alteration from the original GRANT SCOPE(S) in writing to the STATE for prior approval. This applies to any and all changes that occur after STATE has approved the APPLICATION. Changes in the GRANT SCOPE(S) must be approved in writing by the STATE.

2. The GRANTEE shall complete the GRANT SCOPE(S) in accordance with the time of the Performance Period set forth in Section I of this CONTRACT, and under the terms and conditions of this CONTRACT.
3. The GRANTEE shall comply with the California Environmental Quality Act (Public Resources Code, Section 21000, et seq., Title 14, California Code of Regulations, Section 15000 et seq.).
4. The GRANTEE shall comply with all applicable current laws and regulations affecting DEVELOPMENT projects, including, but not limited to, legal requirements for construction contracts, building codes, health and safety codes, and laws and codes pertaining to individuals with disabilities, including but not limited to the Americans With Disabilities Act of 1990 (42 U.S.C. §12101 et seq.) and the California Unruh Act (California Civil Code §51 et seq.).

C. Project Costs

1. GRANTEE agrees to abide by the PROCEDURAL GUIDE.
2. GRANTEE acknowledges that STATE may make reasonable changes to its procedures as set forth in the PROCEDURAL GUIDE. If STATE makes any changes to its procedures and guidelines, STATE agrees to notify GRANTEE within a reasonable time.

D. Project Administration

1. If GRANT MONIES are advanced for DEVELOPMENT projects, the advanced funds shall be placed in an interest bearing account until expended. Interest earned on the advanced funds shall be used on the project as approved by the STATE. If grant monies are advanced and not expended, the unused portion of the

grant and any interest earned shall be returned to the STATE within 60 days after project completion or end of the Grant Performance Period, whichever is earlier.

2. The GRANTEE shall submit written project status reports within 30 calendar days after the STATE has made such a request. In any event, the GRANTEE shall provide the STATE a report showing total final project expenditures within 60 days of project completion or the end of the grant performance period, whichever is earlier. The Grant Performance Period is identified in Section I of this CONTRACT.
3. The GRANTEE shall make property or facilities acquired and/or developed pursuant to this contract available for inspection upon request by the STATE.

E. Project Termination

1. Project Termination refers to the non-completion of a GRANT SCOPE. Any grant funds that have not been expended by the GRANTEE shall revert to the STATE.
2. The GRANTEE may unilaterally rescind this CONTRACT at any time prior to the commencement of the project. The commencement of the project means the date of the letter notifying GRANTEE of the award or when the funds are appropriated, whichever is later. After project commencement, this CONTRACT may be rescinded, modified or amended only by mutual agreement in writing between the GRANTEE and the STATE, unless the provisions of this CONTRACT provide that mutual agreement is not required.
3. Failure by the GRANTEE to comply with the terms of the (a) PROCEDURAL GUIDE, (b) any legislation applicable to the ACT, (c) this CONTRACT as well as any other grant contracts, specified or general, that GRANTEE has entered into with STATE, may be cause for suspension of all obligations of the STATE unless the STATE determines that such failure was due to no fault of the GRANTEE. In such case, STATE may reimburse GRANTEE for eligible costs properly incurred in performance of this CONTRACT despite non-performance of the GRANTEE. To qualify for such reimbursement, GRANTEE agrees to mitigate its losses to the best of its ability.
4. Any breach of any term, provision, obligation or requirement of this CONTRACT by the GRANTEE shall be a default of this CONTRACT. In the case of any default by GRANTEE, STATE shall be entitled to all remedies available under law and equity, including but not limited to: a) Specific Performance; b) Return of all GRANT MONIES; c) Payment to the STATE of the fair market value of the project property or the actual sales price, whichever is higher; and d) Payment to the STATE of the costs of enforcement of this CONTRACT, including but not limited to court and arbitration costs, fees, expenses of litigation, and reasonable attorney fees.
5. The GRANTEE and the STATE agree that if the GRANT SCOPE includes DEVELOPMENT, final payment may not be made until the work described in the GRANT SCOPE is complete and the GRANT PROJECT is open to the public.

F. Budget Contingency Clause

If funding for any fiscal year is reduced or deleted by the budget act for purposes of this program, the STATE shall have the option to either cancel this contract with no liability occurring to the STATE, or offer a CONTRACT amendment to GRANTEE to reflect the reduced grant amount. This Paragraph shall not require the mutual agreement as addressed in Paragraph E, provision 2, of this CONTRACT.

G. Hold Harmless

1. The GRANTEE shall waive all claims and recourse against the STATE including the right to contribution for loss or damage to persons or property arising from, growing out of or in any way connected with or incident to this CONTRACT except claims arising from the concurrent or sole negligence of the STATE, its officers, agents, and employees.
2. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, damages, costs, expenses or liability costs arising out of the ACQUISITION, DEVELOPMENT, construction, operation or maintenance of the property described as the project which claims, demands or causes of action arise under California Government Code Section 895.2 or otherwise except for liability arising out of the concurrent or sole negligence of the STATE, its officers, agents, or employees.
3. The GRANTEE agrees that in the event the STATE is named as codefendant under the provisions of California Government Code Section 895 et seq., the GRANTEE shall notify the STATE of such fact and shall represent the STATE in the legal action unless the STATE undertakes to represent itself as codefendant in such legal action in which event the GRANTEE agrees to pay the STATE's litigation costs, expenses, and reasonable attorney fees.
4. The GRANTEE and the STATE agree that in the event of judgment entered against the STATE and the GRANTEE because of the concurrent negligence of the STATE and the GRANTEE, their officers, agents, or employees, an apportionment of liability to pay such judgment shall be made by a court of competent jurisdiction. Neither party shall request a jury apportionment.
5. The GRANTEE shall indemnify, hold harmless and defend the STATE, its officers, agents and employees against any and all claims, demands, costs, expenses or liability costs arising out of legal actions pursuant to items to which the GRANTEE has certified. The GRANTEE acknowledges that it is solely responsible for compliance with items to which it has certified.

H. Financial Records

1. The GRANTEE shall maintain satisfactory financial accounts, documents, including loan documents, and all other records for the project and to make them available to the STATE for auditing at reasonable times. The GRANTEE also agrees to retain such financial accounts, documents and records for five years following project

termination or issuance of final payment, whichever is later.

2. The GRANTEE shall keep such records as the STATE shall prescribe, including records which fully disclose (a) the disposition of the proceeds of STATE funding assistance, (b) the total cost of the project in connection with such assistance that is given or used, (c) the amount and nature of that portion of the project cost supplied by other sources, and (d) any other such records that will facilitate an effective audit.
3. The GRANTEE agrees that the STATE shall have the right to inspect and make copies of any books, records or reports pertaining to this contract or matters related thereto during regular office hours. The GRANTEE shall maintain and make available for inspection by the STATE accurate records of all of its costs, disbursements and receipts with respect to its activities under this contract. Such accounts, documents, and records shall be retained by the GRANTEE for at least five years following project termination or issuance of final payment, whichever is later.
4. The GRANTEE shall use a generally accepted accounting system.

I. Use of Facilities

1. The GRANTEE agrees that the GRANTEE shall operate and maintain the property acquired or developed with the GRANT MONIES, for the duration of the Contract Performance Period.
2. The GRANTEE agrees that, during the Contract Performance Period, the GRANTEE shall use the property acquired or developed with GRANT MONIES under this contract only for the purposes of this grant and no other use, sale, or other disposition or change of the use of the property to one not consistent with its purpose shall be permitted except as authorized by the STATE and the property shall be replaced with property of equivalent value and usefulness as determined by the STATE.
3. The property acquired or developed may be transferred to another entity if the successor entity assumes the obligations imposed under this CONTRACT and with the approval of STATE.
4. Any real Property (including any portion of it or any interest in it) may not be used as security for any debt or mitigation, without the written approval of the STATE provided that such approval shall not be unreasonably withheld as long as the purposes for which the Grant was awarded are maintained. Any such permission that is granted does not make the STATE a guarantor or a surety for any debt or mitigation, nor does it waive the STATE'S rights to enforce performance under the Grant CONTRACT.

5. All real property, or rights thereto, acquired with GRANT MONIES shall be subject to an appropriate form of restrictive title, rights, or covenants approved by the STATE. If the project property is taken by use of eminent domain, GRANTEE shall reimburse STATE an amount at least equal to the amount of GRANT MONIES received from STATE or the pro-rated full market value of the real property, including improvements, at the time of sale, whichever is higher.
6. If eminent domain proceedings are initiated against GRANTEE, GRANTEE shall notify STATE within 10 days of receiving the complaint.

J. Nondiscrimination

1. The GRANTEE shall not discriminate against any person on the basis of sex, race, color, national origin, age, religion, ancestry, sexual orientation, or disability in the use of any property or facility developed pursuant to this contract.
2. The GRANTEE shall not discriminate against any person on the basis of residence except to the extent that reasonable differences in admission or other fees may be maintained on the basis of residence and pursuant to law.
3. All facilities shall be open to members of the public generally, except as noted under the special provisions of this project contract or under provisions of the enabling legislation and/or grant program.

K. Severability

If any provision of this CONTRACT or the application thereof is held invalid, that invalidity shall not affect other provisions or applications of the CONTRACT which can be given effect without the invalid provision or application, and to this end the provisions of this CONTRACT are severable.

L. Liability

1. STATE assumes no responsibility for assuring the safety or standards of construction, site improvements or programs related to the GRANT SCOPE. The STATE'S rights under this CONTRACT to review, inspect and approve the GRANT SCOPE and any final plans of implementation shall not give rise to any warranty or representation that the GRANT SCOPE and any plans or improvements are free from hazards or defects.
2. GRANTEE will secure adequate liability insurance, performance bond, and/or other security necessary to protect the GRANTEE'S and STATE'S interest against poor workmanship, fraud, or other potential loss associated with completion of the grant project.

M. Assignability

Without the written consent of the STATE, the GRANTEE'S interest in and responsibilities under this CONTRACT shall not be assignable by the GRANTEE either in whole or in part.

N. Use of Grant Monies

GRANTEE shall not use any grant funds (including any portion thereof) for the purpose of making any leverage loan, pledge, promissory note or similar financial device or transaction, without: 1) the prior written approval of the STATE; and 2) any financial or legal interests created by any such leverage loan, pledge, promissory note or similar financial device or transaction in the project property shall be completely subordinated to this CONTRACT through a Subordination Agreement provided and approved by the STATE, signed by all parties involved in the transaction, and recorded in the County Records against the fee title of the project property.

O. Section Headings

The headings and captions of the various sections of this CONTRACT have been inserted only for the purpose of convenience and are not a part of this CONTRACT and shall not be deemed in any manner to modify, explain, or restrict any of the provisions of this CONTRACT.

P. Waiver

Any failure by a party to enforce its rights under this CONTRACT, in the event of a breach, shall *not* be construed as a waiver of said rights; and the waiver of any breach under this CONTRACT shall *not* be construed as a waiver of any subsequent breach.

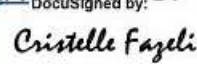
City of Kerman
GRANTEE

By: 
Signature of Authorized Representative

Title: City Manager

Date: 03-03-22

STATE OF CALIFORNIA
DEPARTMENT OF PARKS AND RECREATION

By: 
7009882C771F404...

Date: 3/17/2022



STAFF REPORT

MEETING DATE: November 8, 2023

PRESENTER: Jesus A. Gonzalez, City Engineer

SUBJECT: Approval of Submission of Funding Applications for Federal Surface Transportation Block Grant Program and Resolution Supporting and Implementing AB 1012 “Timely Use of Funds” (JG)

RECOMMENDATION: Council by motion adopt resolution supporting and implementing AB 1012 “Timely Use of Funds”.

EXECUTIVE SUMMARY:

The Fresno Council of Governments (COG) administers Federal funding for local transportation projects and called for applications for projects to be funded through the Surface Transportation Block Grant (STBG) Program. The City has traditionally relied on STBG funding to complete transportation-related projects, primarily pavement rehabilitation/reconstruction projects, on City collector streets. For the current Call for Projects, COG estimates that approximately \$27.80 million in total funding will be available to agencies within Fresno County under the STBG program.

Staff identified three projects for funding consideration, listed in order of proposed priority with current preliminary estimates of costs as follows:

1. Siskiyou Avenue Rehabilitation from Kearney Boulevard to California Avenue - \$912,000;
2. Kearney Boulevard Rehabilitation from 16th Street to Goldenrod Avenue - \$504,000;
3. Goldenrod Avenue Rehabilitation from Stanislaus Avenue to Kearney Boulevard - \$695,000.

The projects will rehabilitate the existing pavement via grind and 2” hot mix asphalt overlay as well as replace existing sections of damaged curb and gutter, sidewalk, signing and striping. The project applications were vetted and approved by Staff and submitted to Fresno COG prior to the October 6, submittal deadline. Per the submittal guidelines, the attached resolution must be submitted to support the applications prior to the convening of the Scoring Committee in December 2023.

FISCAL IMPACT:

Federally-funded transportation projects require a minimum local match of 11.47% from local Gas Tax, Measure C, TDA, or other Local Transportation Funds. For the recommended priority projects, this equates to an estimated total maximum of \$242,132 if all projects were funded. The proposed projects would be programmed for future fiscal years to allow the City time to plan for the expenditures beyond that which has already been included in the Capital Improvement Plan.

ATTACHMENTS:

- A. Resolution
- B. Project Locations Map

Attachment ‘A’

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
SUPPORTING AND IMPLEMENTING AB 1012 “TIMELY USE OF FUNDS”

WHEREAS, AB 1012 has been enacted into State Law in part to provide for the “timely use” of State and Federal funding; and

WHEREAS, the City of Kerman (City) is able to apply for and receive Federal and State funding under the Surface Transportation Block Grant Program; and

WHEREAS, the City desires to ensure that its projects are delivered in a timely manner to preclude the Fresno Region from losing those funds for non-delivery; and

WHEREAS, it is understood by the City that failure for not meeting project delivery dates for any phase of a project may jeopardize Federal or State funding to the Region, and

WHEREAS, the City must demonstrate dedicated and available local matching funds; and

WHEREAS, the City has a proposed project list for STBG projects for the 23-24.

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’s proposed project list for STBG projects for the 23-24 Call for Projects is:
 - Priority #1 – Siskiyou Avenue Rehabilitation from Kearney Boulevard to California Avenue;
 - Priority #2 - Kearney Boulevard Rehabilitation from 16th Street to Goldenrod Avenue; and
 - Priority #3 - Goldenrod Avenue Rehabilitation from Stanislaus Avenue to Kearney Boulevard
- SECTION 3. The City agrees to ensure that all project delivery deadlines for all project phases will be met or exceeded.
- SECTION 4. The City understands that failure to meet project delivery deadlines may be deemed as sufficient cause for the Fresno Council of Governments Policy Board to terminate an agency’s project and reprogram Federal/State funds as deemed necessary.
- SECTION 5. Management and engineering staffs are directed to ensure all projects are carried out in a timely manner as per the requirements of AB 1012 and the directive of the City Council.
- SECTION 6. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 8th day of November 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



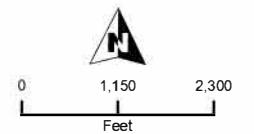
Surface Transportation Block Grant (STBG) Program

2023-2024 STBG Call for Projects

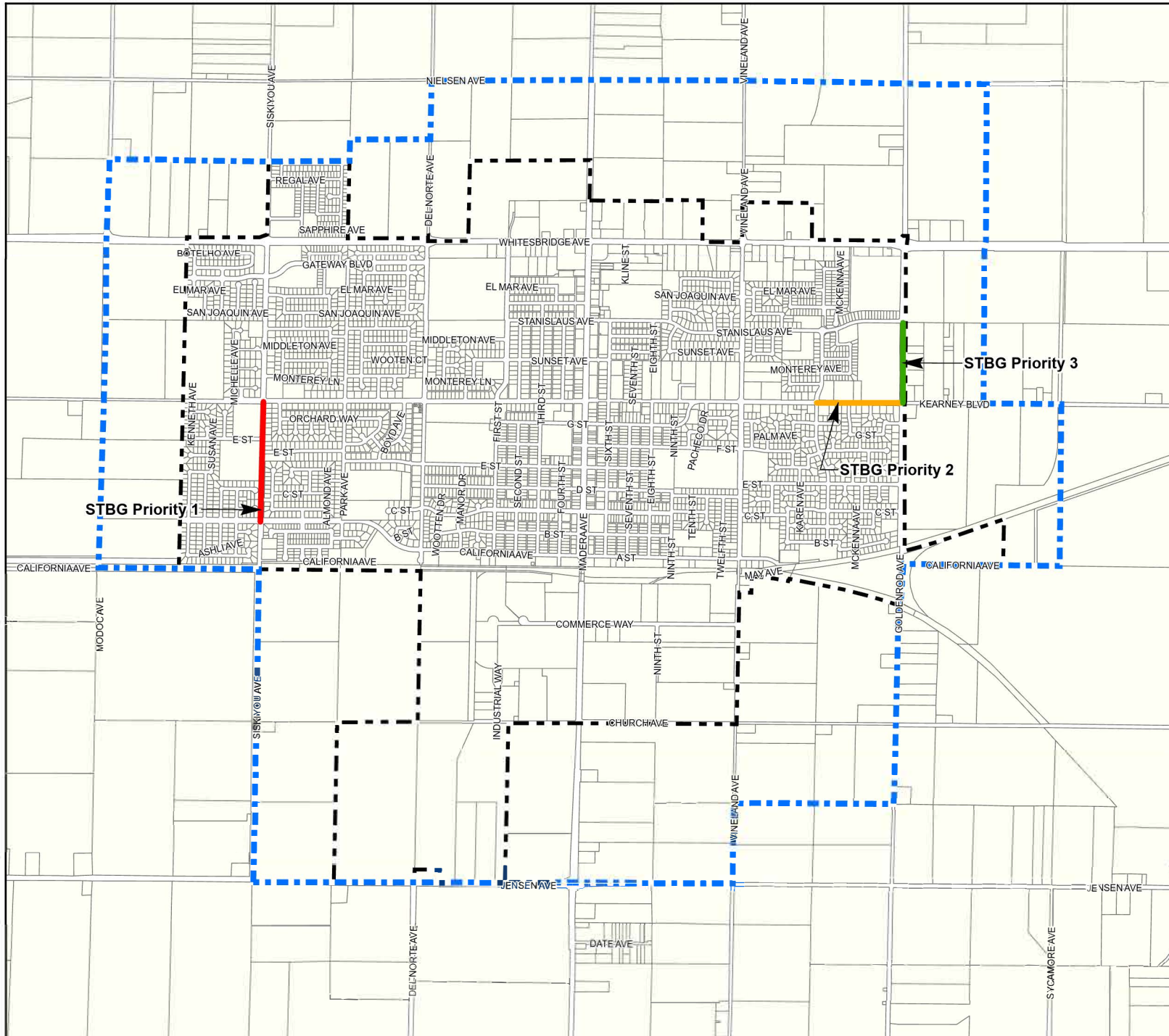
Projects Location Map

Legend

- STBG Priority 1 - Siskiyou Ave Rehabilitation from Kearney Blvd to California Ave
- STBG Priority 2 - Kearney Blvd Rehabilitation from 16th St to Goldenrod Ave
- STBG Priority 3 - Goldenrod Ave Rehabilitation from Stanislaus Ave to Kearney Blvd
- City Limits
- Sphere of Influence
- Parcels



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





STAFF REPORT

MEETING DATE: November 8, 2023

PRESENTER: Theresa Johnson, Community Services Director

SUBJECT: Amendment to Agriculture Lease Agreement Between the City of Kerman and Earl L. Giacolini and Janice E. Giacolini (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Amendment No. 1 to Agriculture Lease Agreement between the City of Kerman and Earl L. Giacolini and Janice E. Giacolini (9.3 acres)

EXECUTIVE SUMMARY:

The lease agreement addresses 9.3 acres of property the City purchased in 2021 from Earl and Janice Giacolini and was approved by the City Council on December 22, 2021. The property is located on the east portion of Hart Ranch Community Park. The Lessee is Earl and Janice Giacolini. After purchasing the property and while the park improvements are being developed, the City agreed to lease the 9.3 acres to Mr. and Mrs. Giacolini. That lease agreement expires on November 30, 2023.

Amendment No. 1 will extend the terms of the lease for one year commencing December 1, 2023, and modify the farmable acreage to 5.8 acres. Staff met with Mr. Giacolini on October 31, 2023, and he is in agreement with the renewal terms including.

A copy of Amendment No. 1 is attached as Exhibit 'A' to the proposed resolution. The conditions of the lease are \$630 per acre for rent for 5.8 farmable acres. The term of the amendment is for an extension commencing on December 1, 2023, and terminating on September 30, 2024.

FISCAL IMPACT:

Rental income to the City is \$3,654 for the extended term.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment ‘A’

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING AMENDMENT NO. 1 TO AGRICULTURE LEASE AGREEMENT BETWEEN THE CITY OF
KERMAN AND EARL L. GIACOLINI AND JANICE E. GIACOLINI (9.3 ACRES)**

WHEREAS, the City of Kerman owns approximately 9.3 acres of land (Property) outside of the City limits on land being developed as a park; and

WHEREAS, City and Earl L. Giacolini and Janice Giacolini entered a Lease Agreement relating to the Property on December __ 2021; and

WHEREAS, the parties wish to extend the Lease Agreement and modify the farmable acreage.

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

- SECTION 1. The foregoing recitals are true and correct and are incorporated by reference.
- SECTION 2. The City Council approves the Amendment No. 1 to Lease Agreement with Earl L. Giacolini and Janice Giacolini which is attached to this resolution as Exhibit A and incorporated by reference.
- SECTION 3. The City Manager is authorized to sign Amendment No. 1 to Lease Agreement on behalf of the City.
- SECTION 4. This resolution is effective upon adoption.

The foregoing resolution was adopted by the City Council of the City of Kerman at a regular meeting held on the 8th day of November 2023, by the following vote:

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

The foregoing resolution is hereby approved.

ATTEST:

Maria Pacheco
Mayor

Marci Reyes
City Clerk

Exhibit 'A'

**AMENDMENT NO. 1 TO AGRICULTURE LEASE AGREEMENT
BETWEEN CITY OF KERMAN AND EARL L. GIACOLINI AND JANICE E. GIACOLINI
(9.3 ACRES)**

This Amendment No. 1 to Agriculture Lease Agreement (hereafter "Amendment No. 1") is entered into on this _____ day of _____, 2023, ("Effective Date") by and between Earl L. Giacolini and Janice Giacolini, (referred to hereinafter collectively as "Lessee"), and the City of Kerman, a public agency (hereinafter as "City" or "Lessor"), collectively referred to as "Parties."

RECITALS

WHEREAS, the City of Kerman owns approximately 9.3 acres of land (Property) outside of the City limits on land being developed as a park; and

WHEREAS, City and Earl L. Giacolini and Janice Giacolini entered a Lease Agreement relating to the Property on December __ 2021; and

WHEREAS, as part of getting the Property ready for the planned park on the site, only 5.8 acres of the 9.3 acres are farmable; and

WHEREAS, the parties wish to extend the Lease Agreement.

AGREEMENT

SECTION 1. Section 2 of the Lease Agreement is amended to read as follows:

Rent.

On or before the 31st day of December of each year of the term of this Lease, the Lessee shall pay to the Lessor the sum of Six Hundred Thirty Dollars (\$630.00) per acre for 5.8 farmable acres as an advance cash rent due on or before December 31st of each contract year.

SECTION 2. Section 3 of the Lease Agreement is amended by adding subsection 3c to read as follows.

- c. The term of the Lease Agreement shall be extended from December 1, 2023, through September 30, 2024.

SECTION 3. Except as amended by this Lease Amendment No. 1, all terms and conditions in the Lease Agreement shall continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed or caused this Amendment No. 1 to Lease Agreement to be executed as of the date set forth below.

LESSEE:
EARL L. GIACOLINI
JANICE E. GIACOLINI

Earl L. Giacolini

Date: _____

Janice E. Giacolini

Date: _____

CITY:
CITY OF KERMAN

John Jansons, City Manager

Date: _____

ATTEST:

Mari Reyes, City Clerk

APPROVED AS TO FORM

Hilda Cantu Montoy, City Attorney



STAFF REPORT

MEETING DATE: November 8, 2023

PRESENTER: Theresa Johnson, Community Services Director
Michael Barajas, Public Works Director

SUBJECT: Award of Contract for Public Works Building Roof Replacement and Approval of Budget Amendment (TJ)

RECOMMENDATION: Council by motion adopt the following:

1. Resolution approving budget amendment appropriating funds for the Public Works Building Roof Replacement; and
2. Resolution awarding the contract to Garland/DBS Inc. for the Public Works Roof Replacement in the amount of \$79,981 and authorize the City Manager to sign the contract.

EXECUTIVE SUMMARY:

The Public Works Building metal roof has exceeded its life expectancy and is significantly failing and beyond repair. During this past year's rainy season Parks and Facility Staff repaired numerous leaks, replaced ceiling tiles, and repaired a section of collapsed ceiling in the Water Conservation Specialist office. The condition of the roof is now beyond repair and in need of replacement. Staff has received quotes for the roof replacement in the amount of \$79,981. The estimate for this project was procured under the Cooperative Purchasing Agreement with Master Intergovernmental Cooperative Purchasing Agreement (MICPA) OMNIA Partners. Garland /DBG, Inc. administered the informal competitive process for obtaining quotes for the project providing a lower market-adjusted price.

The unallocated general reserves, Water, and Sewer reserve funds will be the primary source of funding in the amount of \$26,660.33 requested from each fund. Starting the project immediately will avoid additional damage due to weather events which may become more significant in the winter.

FISCAL IMPACT:

The overall fiscal impact is \$26,660.33 to the unallocated general reserve, Water, and Sewer reserve funds.

ATTACHMENTS:

A. Resolutions w/Exhibit

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING BUDGET AMENDMENTS TO APPROPRIATE FUNDS FOR THE PUBLIC
WORKS BUILDING ROOF REPLACEMENT

WHEREAS, the City Council approved the Fiscal Year 2023-24 Budget by Resolution 23-44 dated June 14, 2023; and

WHEREAS, amendments are requested for the Fiscal Year 2023-24 budget for one-time emergency projects; and

WHEREAS, the Fiscal Year 2023-24 Budget amendment request total \$79,981 as set forth in the contract listed as Exhibit 'A'.

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 Council approves amendments to expenditures for the Fiscal Year 2023-24 budget in the General Fund unallocated reserves, Water and Sewer reserve funds in the amount of \$79,981 for the Public Works Building Roof Replacement.
- SECTION 3. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting held on the 8th day of November 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

**CONTRACT FOR
JOB # 25-CA-230904**

BETWEEN **CITY OF KERMAN** AND GARLAND/DBS, INC. FOR REPLACEMENT OF THE PUBLIC WORKS OFFICE ROOF.

- 1.) This CONTRACT is made at **Fresno County** as of November 2, 2023, ("Effective Date"), by and between the **City of Kerman** located at **850 S Madera Ave, Kerman, CA 93630** (hereinafter designated the "CUSTOMER"), and **Garland/DBS, Inc.**, located at **3800 East 91st Street Cleveland, OH 44105** (hereinafter designated the "CONTRACTOR").
- 2.) The CONTRACTOR shall furnish all material, labor, equipment, and tools necessary for the **Roof Replacement** located at **15201 West A Street, Kerman, CA 93630**, as well as all work incidental and pertinent thereto, (hereinafter designated the "Project") all in accordance with the original proposal # **25-CA-230904** dated **09/08/2023** submitted by the CONTRACTOR (hereinafter together designated the "Specifications"), a copy of which is attached hereto as Exhibit A and incorporated herein. In the event of any conflict, ambiguity, or inconsistency between the terms contained in this CONTRACT and the Exhibits, the terms set forth in this CONTRACT shall govern and control.
- 3.) The term of the CONTRACT shall begin on the Effective Date first written above, and shall be completed **90** days thereafter, unless sooner terminated as permitted herein, or unless extended by agreement of the parties set forth in writing. The work shall commence within ten (10) days from the date that CONTRACTOR receives a copy or original of the fully executed CONTRACT, which receipt shall be considered Notice to Proceed. The CONTRACTOR is required to submit to the CUSTOMER a Certificate of Insurance and Performance and Payment bonds prior to commencing work. In addition, the work shall be scheduled as agreed upon by the parties.
- 4.) The sums to be paid to the CONTRACTOR shall be at the bid price(s) shown on the Specifications (Exhibit A), and the total to be paid to CONTRACTOR shall be a maximum of **\$79,981.00**, as set forth in the purchase order and Exhibit A. Invoices shall provide details of all Project expenses as permitted in this CONTRACT. CONTRACTOR shall apply no late charges, interest or penalties to any invoice or charges for services until 30 days from the CUSTOMER receipt of the invoice. If this CONTRACT is terminated for convenience for any reason, then the CONTRACTOR shall be paid pro rata for all services performed, materials purchased, and administrative costs incurred, including lost profit, to the effective date of termination.
- 5.) If the CUSTOMER wishes to terminate the CONTRACTOR for cause due to the failure of CONTRACTOR to perform as required under this CONTRACT and/or in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances, then the CUSTOMER must provide the CONTRACTOR with written notice of said failure to perform. The CUSTOMER must give ten (10) working days from the CONTRACTOR's receipt of the Notice to Cure for the CONTRACTOR to cure or take reasonable action to commence to

cure the performance concerns specified. If the CONTRACTOR does not take appropriate action within the ten (10) day period, the CUSTOMER may issue a Final Notice to Cure. The CONTRACTOR will have an additional five (5) working days from the receipt of the Notice to Cure to cure or take reasonable action to commence to cure before the CUSTOMER can terminate the CONTRACT. If the CONTRACTOR is terminated for cause, the CUSTOMER may provide or employ any necessary labor and materials in lieu of CONTRACTOR to finish part or all of the work under the CONTRACT or to supplement the work of CONTRACTOR, and to deduct the cost thereof from any money, then due or thereafter to become due to the CONTRACTOR; and if such cost shall exceed the balance due to CONTRACTOR, then the CONTRACTOR shall pay the difference to the CUSTOMER.

- 6.) CUSTOMER may issue subsequent modifications to the Purchase Order(s) for additional work that was not known or included in the Specifications that is found to be needed during the work on the Project to complete the Project over and above the amount set forth in this paragraph four (4) and in Exhibit A. CONTRACTOR must seek approval from the CUSTOMER before performing any additional work. The CUSTOMER must provide the CONTRACTOR written documentation of the modification to the Purchase Order within three (3) business days of verbal approval. CONTRACTOR is not obligated to perform additional work until written modification has been received from the CUSTOMER, but may commence work based upon a reasonable assumption that written modification will be issued. Incidental additional work performed by the CONTRACTOR without CUSTOMER consent will be evaluated and considered for payment based upon the work's merit. If the CUSTOMER determines the incidental additional work was not included in the original scope of the project and required for the CONTRACTOR's uninterrupted performance in fulfillment of the contract, then the CUSTOMER will approve the CONTRACTOR's request for payment for incidental additional work.
- 7.) All the work done under this CONTRACT shall be performed under the oversight of **Teresea Johnson**, the CUSTOMER'S representative. All notices hereunder shall be (a) in writing; (b) delivered to the representatives of the parties at the addressees set forth in the Specifications, unless changed by either party by notice to the other party; and (c) effective upon receipt.
- 8.) The CONTRACTOR shall furnish the CUSTOMER with a performance or contract bond and a labor and material bond, each in the amount of **\$79,981.00**, a Certificate of Workers' Compensation, and a Certificate of Insurance evidential of comprehensive general liability insurance and property insurance with minimum coverage in amounts reasonable to or exceeding what is normally expected for a comparable project in size and scope. Further, said Certificate of Insurance shall name **City of Kerman** as an additional insured. Said Certificate of Insurance shall also provide that at least thirty (30) days written notice shall be given to the CUSTOMER of any material change in, or cancellation of, said insurance.
- 9.) Should the CONTRACTOR at any time refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the

performance of any of the agreements contained herein, the CUSTOMER shall have the right to immediately suspend all work, or any part thereof under this CONTRACT, upon the CUSTOMER's issuance of a stop work notice to the CONTRACTOR and the CONTRACTOR's confirmed receipt of the stop work notice. The work shall continue to be suspended until such time as the CUSTOMER and CONTRACTOR have come to a mutual agreement on how the work under the CONTRACT shall proceed. Should the CONTRACTOR continue to refuse or neglect to supply a sufficiency of properly skilled workers or materials of the proper quality, or fail in any respect to prosecute the work herein described with promptness and diligence, or fail in the performance of any of the agreements contained herein, then the CUSTOMER may, after following the procedures listed in Section 5 above, terminate the CONTRACT for cause.

- 10.) The CONTRACTOR shall indemnify, save harmless, and defend the CUSTOMER from and against all losses, claims, demands, payments, suits, actions, recoveries, and judgments of every nature and description, made, brought, or recovered against the CUSTOMER by reason of any negligent act or omission of the CONTRACTOR, its agents, its subcontractors, or its employees, in the execution of the work herein contracted for.
- 11.) The CONTRACTOR or CUSTOMER has the right to request and be granted a Termination for Convenience from the CONTRACT obligations if there is a joint determination from both the CUSTOMER and the CONTRACTOR that the termination is in the best interests of both parties, or if the CONTRACTOR or CUSTOMER believes the Termination for Convenience to be in its best interests because a timely resolution, within ten (10) days from the CUSTOMER'S receipt of written notification, will not be provided with regard to requests for information (RFI), request for clarification, or requests for modification to the Purchase Order(s) due to differing site conditions, vague Specifications, or unforeseen circumstances. Under a Termination for Convenience, the CONTRACTOR or CUSTOMER shall be reimbursed for all justifiable costs including price of supplies, services delivered, and administrative expenses, including lost profit under the CONTRACT or Purchase Order.
- 12.) This CONTRACT shall be deemed to contain all the terms and conditions agreed to between the parties, who both agree that no representations or promises of any kind whatsoever have been made other than herein contained, and this CONTRACT shall be binding upon both parties and their respective heirs, administrators, executors, successors, and assigns.
- 13.) This CONTRACT is contingent upon receipt of a written purchase order from CUSTOMER. All terms must be agreed upon by both parties.
- 14.) CUSTOMER shall have the right to approve all subcontracts or assignments of work equal to or exceeding \$10,000. CUSTOMER shall not unreasonably withhold, delay or condition subcontracting or assignments, but may express final and binding disapproval of a proposed assignee or subcontractor. Should the CONTRACTOR be forced to choose a different subcontractor/assignee that is of higher cost than the initial subcontractor/assignee, due to the CUSTOMER's disapproval, the CONTRACTOR shall

be able to request and will receive approval from the CUSTOMER for a modification to the CONTRACT to cover the additional cost. CONTRACTOR shall remain responsible for the work of any agent or independent contractor to whom it assigns its Work, and any assignment or subcontract shall incorporate the terms of this Contract into its contract delegating its Work.

- 15.) If the Project involves construction of a public improvement at a cost exceeding the threshold for payment prevailing wage rates of pay, each laborer, workman or mechanic employed by the CONTRACTOR for performance of the Project herein described or by the subcontractor shall be paid not less than the minimum rate of pay for the applicable pay classification. The CONTRACTOR and their subcontractors who are subject to the requirements of paying prevailing wages shall keep full and accurate payroll records covering all disbursements of wages to their employees to whom they are required to pay not less than the prevailing rate of wages. The CONTRACTOR and its subcontractors shall deliver to the CUSTOMER a certified copy of their respective payrolls, within two weeks of the CUSTOMER's request, for each pay period requested by the CUSTOMER.
- 16.) Payments to the CONTRACTOR shall be made at the rate of ninety-five percent (95%) of the approved partial payment estimate for each monthly progress billing. The CUSTOMER will retain five percent (5%) of every approved partial payment. The retained amount will be paid to the CONTRACTOR no later than thirty (30) days following Final Acceptance of the work. Upon completion and acceptance of the work, the CUSTOMER shall issue a certificate attached to the final payment request that the work has been accepted by it under the terms, promises and conditions of the CONTRACT.
- 17.) CONTRACTOR has been employed under this Contract as an independent contractor in order to construct its portion of the Project. CONTRACTOR agrees that no authority has been conferred upon it by CUSTOMER to hire any person(s) on behalf of CUSTOMER, and CUSTOMER undertakes no obligation of any sort to CONTRACTOR's employees or subcontractors. It is understood and agreed that the CONTRACTOR shall select, engage, and discharge its employees, agents, or servants and otherwise direct and control their services. CONTRACTOR will also comply with all laws concerning qualification to do business and engage in the work involved under this CONTRACT and will file all returns and reports required of it and pay all taxes and contributions imposed upon it.
- 18.) CONTRACTOR agrees not to discriminate against any employee or applicant for employment because of age, race, color, religion, sex, or national origin.
- 19.) The CUSTOMER shall not be considered to have accepted possession of the work under this CONTRACT until a notice of completion is issued to the CONTRACTOR by the CUSTOMER or CUSTOMER's representative, or payment of the full CONTRACT compensation is received by the CONTRACTOR, unless the Parties otherwise mutually agree.
- 20.) CONTRACTOR, at all times during its performance of its work under this CONTRACT, shall keep the work site, grounds, and roof tops surrounding the work site free from

accumulation of waste materials or rubbish caused by its activities. Upon completion of the work under this CONTRACT, the CONTRACTOR shall promptly remove all its waste materials and rubbish from and about the work site, as well as, its tools, construction equipment, machinery, and surplus materials, as to leave the work site "Broom Clean" or its equivalent.

- 21.) The law is hereby agreed to be the law of the State where the Project is situated. The parties agree that the proper venue for action, suit, or other litigation arising under this agreement shall lie in the courts of **Fresno County, CA**. In the event legal action is instituted to enforce this agreement, each party agrees to bear its own attorney fees and costs while waiving the right to collect attorney fees and costs from the opposing party. Each party also agrees to waive its right to have any pending action or trial heard by a jury.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, authorized representatives of each party to this CONTRACT, indicating their party’s approval of the terms herein, have signed as of the dates set forth below.

WITNESSES:

GARLAND/DBS, INC.

1. _____

By: _____

2. _____

Printed Name

Title

Tax ID. No. _____

Date: _____

WITNESSES:

CITY OF KERMAN

1. _____

By: _____

2. _____

Date: _____

And

By: _____

Date: _____

Exhibit A



Garland/DBS, Inc.
3800 East 91st Street
Cleveland, OH 44105
Phone: (800) 762-8225
Fax: (216) 883-2055



ROOFING MATERIAL AND SERVICES PROPOSAL

City of Kerman
Public Works Office
15201 West A Street
Kerman, CA 93630

Date Submitted: 09/08/2023
Proposal #: 25-CA-230904
MICPA # PW1925

California General Contractor License #: 949380

Purchase orders to be made out to: Garland/DBS, Inc.

Please Note: The following budget/estimate is being provided according to the pricing established under the Master Intergovernmental Cooperative Purchasing Agreement (MICPA) with Racine County, WI and OMNIA Partners, Public Sector (U.S. Communities). Garland/DBS, Inc. administered an informal competitive process for obtaining quotes for the project with the hopes of providing a lower market-adjusted price whenever possible.

Scope of Work:

1. Includes preparation of existing roofing system(s), insulation board, gutters, flashings, copings, etc. for a complete prepared roof surface.
2. Includes one hundred (100) square feet of decking repair included in the base bid price. A per square foot price will be inserted into the bid form for anything needed and approved by the owner over 100 square feet. Before and after photos of all deck repair must be submitted with billing as justification, payment will not be made without proper documentation.
3. Install flute filler in all flutes on the entire roof deck.
4. Install one layer of 1/4" dens deck prime with 12 fasteners per 4'x 8 sheet over the entire roof surface, fasten flute filler and dens deck together to the deck.
5. Install one layer of StressBase 80 base sheet in Green Lock Plus membrane adhesive. Cut all T-joint corners at a 45 degree angle.
6. Install one layer of KEE-Stone FB 60 field sheet in KEE-Lock Foam adhesive. Cut all T-joint corners at a 45 degree angle.
7. Install new KEE boots at all pipe penetrations, band and seal with Tuff Stuff urethane sealant.
8. Install new low profile sheet metal vents at the existing locations.
9. Install new 24 gauge pre-finished skirt flashing at all roof curbs, HVAC units, etc.

10. Install new 24 gauge pre finished surface mount flashing with butyl tape and fastened at 18" on center. Seal with Tuff Stuff urethane sealant.
11. Install new 24 gauge pre finished fascia wrap at all fascia board locations.
12. Install new minimum 1/2" slope tapered insulation crickets behind all roof curbs, skylights, and as needed for proper drainage.
13. Install walkway pad from canopy to all roof elevations and in a path to and around all mechanical equipment. Submit a walkway plan as part of the submittal package.
14. Clean and prime and paint all drain rings and drain baskets.
15. At the roof drain areas, frame the area to begin the outside edge to level with the roof drain area. Add a prefinished sheet metal fascia cover over the exterior area.

Proposal Price Based Upon Market Experience:	\$ 79,981
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Garland/DBS Price Based Upon Local Market Competition:

Nations Roof	\$ 79,981
Fresno Roofing	\$ 87,432
Graham-Prewett	Declined to Bid

Potential issues that could arise during the construction phase of the project will be addressed via unit pricing for additional work beyond the scope of the specifications. This could range anywhere from wet insulation, to the replacement of deteriorated wood nailers.

Please Note – The construction industry is experiencing unprecedented global pricing and availability pressures for many key building components. Specifically, the roofing industry is currently experiencing long lead times and significant price increases with roofing insulation and roofing fasteners. Therefore, this proposal can only be held for 30 days. DBS greatly values your business, and we are working diligently with our long-term suppliers to minimize price increases and project delays which could effect your project. Thank you for your understanding and cooperation.

Clarifications/Exclusions:

1. Sales and use taxes are excluded. Please issue a Tax Exempt Certificate.
2. Permits are excluded.
3. Plumbing, Mechanical, Electrical work is excluded.
4. Masonry work is excluded.
5. Interior Temporary protection is excluded.
6. Prevailing Wages are excluded.
7. Any work not exclusively described in the above proposal scope of work is excluded.

If you have any questions regarding this proposal, please do not hesitate to call me at my number listed below.

Respectfully Submitted,

Matt Egan

Matt Egan
Garland/DBS, Inc.
(216) 430-3662

Attachment 'A' continued

RESOLUTION NO. 23-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
AWARDING CONTRACT FOR THE PUBLIC WORKS BUILDING ROOF
REPLACEMENT TO GARLAND/DBS, INC.**

WHEREAS, the Public Works Building Roof Replacement consists of the removal of the existing roof and complete replacement with a new 20 year warranted roof.

WHEREAS, the City requested bids in accordance with the City’s Purchasing System, and three bids with one declining to bid were received on September 8, 2023.

NOW THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN hereby resolves as follows:

SECTION 1. Upon the recommendation of staff, the Public Works Building Roof Replacement contract be awarded to Garland/DBS, Inc. in the amount of Seventy-Nine Thousand and Nine Hundred and Eighty-One Dollars and Zero Cents (\$79,981).

SECTION 2. The City Manager is authorized to sign Contract for Job #25-CA-230904 on behalf of the City.

SECTION 3. This resolution is effective upon adoption.

The foregoing resolution was introduced at a regular meeting held on the 8th day of November 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