



## **CITY COUNCIL REGULAR MEETING AGENDA**

Wednesday, April 10, 2024 at 6:00 PM

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

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**LEVINE ACT DISCLOSURE.** Pursuant to the Levine Act (Govt Code Section 84308), any party to a permit, license, contract, or other entitlement before the City Council is required to disclose on the record any campaign contribution, including aggregated contributions, of more than \$250 made by the party or the party's agents within the preceding 12 months to any City official. Participants and agents are requested to make this disclosure as well. The disclosure should be made when the agenda item is called and must include the name of the party, participant, or agent, and any other person making the contribution, the name of the recipient, the amount of the contribution, and the date the contribution was made. Council Members are also required to make such disclosures and recuse themselves.

**CONFLICT OF INTEREST.** City Council Members with a conflict of interest under the Political Reform Act are required to make disclosure of financial interest when the item is called and recuse themselves.

### **1. OPENING CEREMONIES**

A. Welcome – Mayor

B. Call to Order

C. Roll Call

D. Invocation

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

E. Pledge of Allegiance

### **2. AGENDA APPROVAL/ADDITIONS/DELETIONS**

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

### **3. PRESENTATIONS/CEREMONIAL MATTERS**

None.

#### 4. REQUEST TO ADDRESS COUNCIL

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

#### 5. CONSENT CALENDAR

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

##### A. **SUBJECT:** Minutes - March 27, 2024

**RECOMMENDATION:** Council approve minutes as presented.

##### B. **SUBJECT:** Warrants (JA)

1. Nos. 28996-29064 \$724,301.15 ACH \$42,334.03.

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

##### C. **SUBJECT:** Payroll (JA)

03/03/24 - 3/16/24.65; \$200,025.69; Retro Pay & Other: \$3,494.72; Overtime: \$14,034.72;  
Standby: \$1,600.89; Comp Time Earned: 80.25

**RECOMMENDATION:** Council approve payroll as presented.

##### D. **SUBJECT:** Development Impact Fees Annual Report (AB1600) (JA)

**RECOMMENDATION:** Council to review and approve the Development Impact Fee Annual Report for FY 2023.

##### E. **SUBJECT:** Ratifying the Consolidated Memorandum of Understanding between the City of Kerman and Kerman Peace Officers Association (JAJ)

**RECOMMENDATION:** Council by motion adopt a resolution to ratify the Consolidated Memorandum of Understanding by and between the City of Kerman and the Kerman Peace Officers Association.

## 6. PUBLIC HEARINGS

None.

## 7. DEPARTMENT REPORTS

- A. **SUBJECT:** Well No. 17 Emergency Water Well Repair (MB)

**RECOMMENDATION:** Council adopt Resolution ratifying award of contract to Zim Industries, Inc. for emergency repairs to Well No. 17 with Zim Industries in the amount of \$37,167.00.

- B. **SUBJECT:** Community Organization Grant Program Application – S.B.F. Kerman Portuguese Hall (TJ)

**RECOMMENDATION:** Council by motion adopt resolution approving up to \$1,000 to the S.B.F. Kerman Portuguese Hall to Defray City-Related Costs for the 2024 Portuguese Parade.

- C. **SUBJECT:** Approval of Independent Instructor Agreement with Luisa Aguirre to instruct fee-based Zumba classes for the Parks, Recreation and Community Services Department (TJ)

**RECOMMENDATION:** Council by motion adopt resolution approving Independent Instructor Agreement with Luisa Aguirre to instruct fee-based Zumba classes and authorizing City Manager to execute 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

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

## 11. ADJOURNMENT

**NOTICE OF AVAILABILITY OF AGENDA MATERIALS:** Any writings or documents provided to a majority of the City Council within 72 hours of the meeting regarding any item on this agenda will be made available for public inspection at the City Clerk's Office located at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at [www.cityofkerman.net](http://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](http://www.cityofkerman.net) or upon request by emailing the City Clerk at [publicmeeting@cityofkerman.org](mailto:publicmeeting@cityofkerman.org) or calling (559) 846-9450. The Policy provides a procedure for receiving and resolving requests for accommodation to participate in this meeting. If you need assistance in order to attend this Council meeting or require auxiliary aids or services, e.g., hearing aids or signing services to make a presentation to the Council, please contact the City Clerk at (559) 846-9450 or email at [publicmeeting@cityofkerman.org](mailto:publicmeeting@cityofkerman.org) so such aids or services can be arranged. Accommodations should be requested as early as possible as additional time may be required in order to provide the requested accommodation. The meeting room is accessible to persons with physical disabilities.

#### **AGENDA POSTING CERTIFICATION**

I, Josie Camacho, Interim City Clerk for the City of Kerman, do hereby declare under penalty of perjury that I caused the above agenda to be posted at City of Kerman Council Chambers at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at [www.cityofkerman.net](http://www.cityofkerman.net).

Date: April 5, 2024      /s/ Josie Camacho, Interim City Clerk



## CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, March 27, 2024 at 6:00 PM

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

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### 1. OPENING CEREMONIES

- A. Welcome – Mayor
- B. Call to Order - **6:03 p.m.**
- C. Roll Call - **All present except for Councilmember Herrera.**
- D. Invocation - **Performed by Pastor Brian Arabian**
- E. Pledge of Allegiance – **Performed**

### 2. AGENDA APPROVAL/ADDITIONS/DELETIONS

**Motion made by Councilmember Yep, Seconded by Councilmember Nijjer to remove item 10.A from closed session. Voting Yea: Yep, Nijjer, Coleman, Pacheco. Motion passes 4-0-1.**

### 3. PRESENTATIONS/CEREMONIAL MATTERS

- A. **SUBJECT:** Proclamation Supporting Gaza Cease Fire

**RECOMMENDATION:** That Council consider Proclamation supporting Gaza Cease Fire and determine whether to approve.

**Councilmember Herrera arrived at 6:21 p.m.**

**There was a total of 114 letters of support and 3 letters of opposition received by Mayor Pacheco, with 9 additional letters of support sent to the Clerk and 5 duplicate letters. A total of 16 community members received 3 minutes to address council regarding the proclamation. Motion to pass the proclamation with amendments was made by Councilmember Nijjer, Seconded by Councilmember Herrera. Voting Yea: Nijjer, Herrera, Pacheco. Abstain: Yep, Coleman. Motion passes 3-2-0. Adjourned for recess at 7:45 p.m.**

**Reconvene from recess at 7:52 p.m.**

### 4. REQUEST TO ADDRESS COUNCIL

## 5. CONSENT CALENDAR

### A. **SUBJECT:** Minutes - March 13, 2024

**RECOMMENDATION:** Council approve minutes as presented.

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

2/18/24 to 3/2/24: \$197,538.34; Retro Pay & Other: \$0.22; Overtime: \$15,906.01; Holiday 1/2: \$1,605.03; Standby: \$1,836.85; Comp Time Earned: 107.07

**RECOMMENDATION:** Council approve payroll as presented.

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

1. Nos. 28880-29895 \$609,377.15 ACH \$94,851.30.

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

### D. **SUBJECT:** Monthly Investment Report

**RECOMMENDATION:** Council accept monthly investment report as presented.

### E. **SUBJECT:** Approval of a reimbursement agreement with San Joaquin Valley Railroad Co., for engineering review services of railroad crossing improvements at Siskiyou Avenue (JG)

**RECOMMENDATION:** Council by motion adopt the resolution:

1. Approving engineering cost reimbursement agreement with San Joaquin Valley Railroad Co. in the amount of \$44,409.00 and;
2. Authorizing an additional contingency in the amount of \$10,000.00 and;
3. Authorizing the City Manager to sign the reimbursement agreement on behalf of the City.

### F. **SUBJECT:** Resolution Approving First Amendment to Professional Services Agreement with Bryce Consulting, Inc. for Human Resource Services (JAJ)

**RECOMMENDATION:** Council by motion adopt resolution approving First Amendment to Professional Services Agreement with Bryce Consulting, Inc. for Human Resource Service.

**Motion to approve consent calendar made by Councilmember Yep, Seconded by Councilmember Coleman. Voting Yea: Yep, Coleman, Nijjer, Pacheco, Herrera not in the chambers for vote. Motion passes 4-0-1.**

## 7. PUBLIC HEARINGS - None.

**8. DEPARTMENT REPORTS**

**A. SUBJECT:** Mid-Year Budget Status Report Fiscal Year 2023/2024

**RECOMMENDATION:** Council review the Mid-Year Budget Report and approve resolution adopting revisions to the Fiscal Year 2023/2024 Budget. (JA)

**Motion made by Councilmember Nijjer, Seconded by Councilmember Herrera. Voting Yea: Nijjer, Herrera, Coleman, Yep, Pacheco. Motion passes 5-0-0.**

**9. CITY MANAGER/STAFF COMMUNICATIONS**

**10. MAYOR/COUNCIL REPORTS/ANNOUNCEMENTS/FUTURE AGENDA ITEMS**

**11. CLOSED SESSION - 8:19 p.m. Councilmember Coleman recused from Item 11.C**

**A. Government Code Section 54956.95**

**LIABILITY CLAIMS**

Claimant: Ilda Aguilar

Agency Claimed Against: City of Kerman

**B. A. Pursuant to Government Code Section 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Designated Representatives: City Manager

Employee Organization: Kerman Miscellaneous Employees Association

**C. A. Pursuant to Government Code Section 54957.6**

**CONFERENCE WITH LABOR NEGOTIATORS**

Agency Designated Representatives: City Manager

Employee Organization: Kerman Peace Officers Association

**8:57 p.m reconvene from closed session with no reportable action.**

**Five members present.**

**12. ADJOURNMENT – 8:58 p.m.**

**MINUTES CERTIFICATION**

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

Date: March 28, 2024      /s/ Josie Camacho, Interim City Clerk

# Accounts Payable

## Checks by Date - Summary by Check Date

User: vsandoval  
 Printed: 3/29/2024 3:56 PM



| Check No             | Vendor No | Vendor Name                     | Check Date | Check Amount |
|----------------------|-----------|---------------------------------|------------|--------------|
| ACH                  | 10644     | US BANK EQUIPMENT FINANCE       | 03/20/2024 | 710.78       |
| 28996                | 10021     | ALERT O LITE                    | 03/20/2024 | 101.67       |
| 28997                | 10040     | AT&T MOBILITY                   | 03/20/2024 | 130.25       |
| 28998                | 11917     | BLAIS & ASSOCIATES LLC          | 03/20/2024 | 2,344.00     |
| 28999                | 12348     | BRADY INDUSTRIES                | 03/20/2024 | 778.65       |
| 29000                | 10617     | C A REDING CO INC               | 03/20/2024 | 188.74       |
| 29001                | 12315     | CENTRAL CALIFORNIA SPCA         | 03/20/2024 | 195.00       |
| 29002                | 10096     | CHILDS AND COMPANY INC          | 03/20/2024 | 750.00       |
| 29003                | 10104     | COMCAST                         | 03/20/2024 | 498.48       |
| 29004                | 11874     | CSG CONSULTANTS INC             | 03/20/2024 | 12,440.50    |
| 29005                | 10115     | CSJVRMA                         | 03/20/2024 | 176,670.00   |
| 29006                | 11382     | DATA TICKET INC                 | 03/20/2024 | 64.71        |
| 29007                | 10128     | DEPARTMENT OF JUSTICE           | 03/20/2024 | 226.00       |
| 29008                | 12570     | EAST KERMAN DEVELOPMENT         | 03/20/2024 | 19,367.00    |
| 29009                | 11812     | JOSE JESUS ELIAS                | 03/20/2024 | 8,850.00     |
| 29010                | 10185     | GRAINGER                        | 03/20/2024 | 468.95       |
| 29011                | 11358     | GREAT AMERICA FINANCIAL SERVICE | 03/20/2024 | 187.44       |
| 29012                | 12187     | HAMNER JEWELL & ASSOCIATES      | 03/20/2024 | 240.00       |
| 29013                | 10193     | HAVENS SECURITY INC             | 03/20/2024 | 45.00        |
| 29014                | 11761     | JOHN JANSONS                    | 03/20/2024 | 770.62       |
| 29015                | 10609     | KERMAN CULINARY ARTS CLUB       | 03/20/2024 | 240.00       |
| 29016                | 11373     | KARL & RENATA KLEIN             | 03/20/2024 | 450.00       |
| 29017                | 11445     | LECHOWICZ + TSENG MUNICIPAL CO  | 03/20/2024 | 4,696.85     |
| 29018                | 10266     | MOORE TWINING ASSOCIATES INC    | 03/20/2024 | 1,521.00     |
| 29020                | 10289     | P.G. & E.                       | 03/20/2024 | 32,650.82    |
| 29021                | 10301     | PETTY CASH                      | 03/20/2024 | 207.26       |
| 29022                | 12475     | SAN JOAQUIN PEST CONTROL        | 03/20/2024 | 105.00       |
| 29023                | 11650     | SITEONE LANDSCAPE SUPPLY, LLC   | 03/20/2024 | 547.24       |
| 29024                | 12368     | SPECIALTY HOSE EXPRESS LLC      | 03/20/2024 | 29.42        |
| 29025                | 10754     | THE HOME DEPOT PRO-SUPPLY WORK  | 03/20/2024 | 193.98       |
| 29026                | 10387     | USA BLUE BOOK                   | 03/20/2024 | 303.99       |
| 29027                | 10391     | VALLEY FARM SUPPLY STORES       | 03/20/2024 | 2,113.76     |
| 29028                | 11909     | VEYNA DESIGN STUDIO INC         | 03/20/2024 | 9,000.00     |
| 29029                | 11776     | WECO INDUSTRIES LLC             | 03/20/2024 | 83,158.76    |
| 29030                | 12571     | NATIONAL RECREATION AND PARK A  | 03/20/2024 | 180.00       |
| Total for 3/20/2024: |           |                                 |            | 360,425.87   |
| ACH                  | 10147     | EMPLOYMENT DEVELOPMENT DEPA     | 03/25/2024 | 7,445.71     |
| ACH                  | 10522     | CALPERS                         | 03/25/2024 | 34,177.54    |
| Total for 3/25/2024: |           |                                 |            | 41,623.25    |
| 29031                | 12257     | AMERITAS LIFE INSURANCE CORP- V | 03/28/2024 | 190.13       |
| 29032                | 10040     | AT&T MOBILITY                   | 03/28/2024 | 1,378.96     |
| 29033                | 10504     | AUTOZONE                        | 03/28/2024 | 175.49       |
| 29034                | 12382     | SHANNON BARRETT                 | 03/28/2024 | 34.45        |

|                           |           |                                 |            | Section 5, Item B. |
|---------------------------|-----------|---------------------------------|------------|--------------------|
| Check No                  | Vendor No | Vendor Name                     | Check Date |                    |
| 29035                     | 10920     | JEFF BELDING                    | 03/28/2024 | 133.00             |
| 29036                     | 10054     | BLUE SHIELD OF CALIFORNIA       | 03/28/2024 | 53,828.59          |
| 29037                     | 10617     | C A REDING CO INC               | 03/28/2024 | 364.96             |
| 29038                     | 10092     | CENTRAL VALLEY TOXICOLOGY INC   | 03/28/2024 | 42.00              |
| 29039                     | 10715     | DC HEATING AND COOLING          | 03/28/2024 | 600.00             |
| 29040                     | 10713     | DIAMOND LOCKSMITHS              | 03/28/2024 | 160.00             |
| 29041                     | 12521     | EDIS                            | 03/28/2024 | 11,227.66          |
| 29042                     | 10154     | FASTENAL COMPANY                | 03/28/2024 | 1,254.09           |
| 29043                     | 11550     | FRESNO COUNTY SHERIFFS OFFICE - | 03/28/2024 | 137.00             |
| 29044                     | 10177     | GAMETIME                        | 03/28/2024 | 2,580.14           |
| 29045                     | 12569     | GEIGER BROS                     | 03/28/2024 | 1,326.99           |
| 29046                     | 10185     | GRAINGER                        | 03/28/2024 | 1,024.30           |
| 29047                     | 11358     | GREAT AMERICA FINANCIAL SERVICE | 03/28/2024 | 165.09             |
| 29048                     | 12572     | LETICIA GUTIERREZ               | 03/28/2024 | 325.00             |
| 29049                     | 10514     | ICAD INC                        | 03/28/2024 | 2,788.75           |
| 29050                     | 11923     | JOE A GONSALVES & SON           | 03/28/2024 | 1,250.00           |
| 29051                     | 10250     | LIEBERT CASSIDY WHITMORE        | 03/28/2024 | 870.00             |
| 29052                     | 12020     | JACQUELINE LOPEZ                | 03/28/2024 | 45.56              |
| 29053                     | 10265     | MONTOY LAW CORPORATION          | 03/28/2024 | 9,395.50           |
| 29054                     | 10272     | MUTUAL OF OMAHA                 | 03/28/2024 | 2,889.04           |
| 29055                     | 10282     | OFFICE DEPOT                    | 03/28/2024 | 1,345.54           |
| 29056                     | 10289     | P.G.& E.                        | 03/28/2024 | 11,924.79          |
| 29057                     | 10305     | PITNEY BOWES BANK INC PURCHASI  | 03/28/2024 | 444.37             |
| 29058                     | 10596     | RED WING BUSINESS ADVANTAGE AC  | 03/28/2024 | 165.75             |
| 29059                     | 12573     | SOUTH VALLEY COMPANIES INC      | 03/28/2024 | 224,200.00         |
| 29060                     | 12272     | TEMPLO DE MISERICORDIA Y REPOS  | 03/28/2024 | 150.00             |
| 29061                     | 10371     | TJ LAW & ASSOCIATES INVESTIGAT  | 03/28/2024 | 800.00             |
| 29062                     | 10399     | VETERINARY MEDICAL CENTER       | 03/28/2024 | 208.00             |
| 29063                     | 12170     | WEBSTER BANK                    | 03/28/2024 | 32,755.80          |
| 29064                     | BP-LOPE   | SERGIO & CALAH LOPEZ            | 03/28/2024 | 405.11             |
| Total for 3/28/2024:      |           |                                 |            | 364,586.06         |
| Report Total (71 checks): |           |                                 |            | 766,635.18         |

# CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

**PAY PERIOD: March 03, 2024 - March 16, 2024**

| EMPLOYEE                  | SALARY      | RETRO PAY | OVERTIME |             | HOLIDAY at 1/2 TIME |        | STANDBY |        | GROSS<br>SALARY | COMP TIME<br>EARNED |
|---------------------------|-------------|-----------|----------|-------------|---------------------|--------|---------|--------|-----------------|---------------------|
|                           |             | & Other   | HOURS    | AMOUNT      | HOURS               | AMOUNT | HOURS   | AMOUNT |                 |                     |
| ADMINISTRATION            |             |           |          |             |                     |        |         |        |                 |                     |
| Alvarez, Josefina         | \$ 3,748.31 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 3,748.31     | 0.00                |
| Camacho, Josie            | \$ 3,219.85 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 3,219.85     | 3.00                |
| Cheema, Akayla            | \$ 2,663.08 | \$ -      | 16.53    | \$ 820.73   | 0.00                | \$ -   | 0.00    | \$ -   | \$ 3,483.80     | 0.00                |
| Garcia, Alex              | \$ 1,530.15 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 1,530.15     | 0.00                |
| Gonzalez, Diana           | \$ 3,641.16 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 3,641.16     | 0.00                |
| Jansons, John             | \$ 7,012.54 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 7,012.54     | 0.00                |
| Leon, Ulysa               | \$ 1,530.15 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 1,530.15     | 0.00                |
| Linares, Vanessa          | \$ 1,793.69 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 1,793.69     | 0.00                |
| Lopez, Jacqueline         | \$ 2,386.77 | \$ -      | 4.00     | \$ 175.26   | 0.00                | \$ -   | 0.00    | \$ -   | \$ 2,562.03     | 0.00                |
| Mendoza Hernandez, Ariana | \$ 1,972.77 | \$ -      | 3.00     | \$ 108.16   | 0.00                | \$ -   | 0.00    | \$ -   | \$ 2,080.93     | 0.00                |
| Sandoval, Veronica        | \$ 1,793.69 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 1,793.69     | 0.00                |
| TOTAL                     | \$31,292.16 | \$ -      | 23.53    | \$ 1,104.14 | 0.00                | \$ -   | 0.00    | \$ -   | \$ 32,396.30    | 3.00                |
| REC/SOCIAL                |             |           |          |             |                     |        |         |        |                 |                     |
| Acosta-Parra, Melany      | \$ 28.00    | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 28.00        | 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           | \$ 32.00    | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 32.00        | 30.00               |
| Barrett, Shannon          | \$ 1,806.00 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 1,806.00     | 6.00                |
| Beltran, Isabelle         | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Brar, Manreet             | \$ 36.00    | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 36.00        | 0.00                |
| Burdine-Slaven, Jeanna    | \$ 2,304.92 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 2,304.92     | 0.00                |
| Chouhan, Arnoop           | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Chouhan, Gurnoor          | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Cruz Paramo, Xitlali      | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Escamilla, Paloma         | \$ 84.00    | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 84.00        | 6.00                |
| Flores, Haley             | \$ 1,806.00 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 1,806.00     | 0.00                |
| Garcia, Anthony           | \$ 1,548.92 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 1,548.92     | 0.00                |
| Gonzalez Corrales, Aleena | \$ 48.00    | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 48.00        | 0.00                |
| Hurlbert, Ronald          | \$ 284.00   | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 284.00       | 0.00                |
| Jauriqui, Jose            | \$ 594.00   | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 594.00       | 0.00                |
| Johnson, Theresa          | \$ 3,343.54 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 3,343.54     | 0.00                |
| Leon Morales, Yesenia     | \$ 560.00   | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 560.00       | 0.00                |
| Lemm, Kylie               | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Lua, Daniela              | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Lua, Joshua               | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Lua, Miguelangel          | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Lujan, Vanessa            | \$ 408.00   | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 408.00       | 0.00                |
| Manriquez Valdovinos, Ema | \$ 1,454.92 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 1,454.92     | 0.00                |
| Martinez, Aylah           | \$ 511.50   | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 511.50       | 0.00                |
| Martinez, Jeness          | \$ 48.00    | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 48.00        | 0.00                |
| Naranjo, Alexander        | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Nazaroff, Rebekah         | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Negrete, Dean             | \$ 1,707.69 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 1,707.69     | 0.00                |
| Pena, Alexis              | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Pena, Mercedes            | \$ -        | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ -            | 0.00                |
| Ruiz, Rosalba             | \$ 627.00   | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 627.00       | 0.00                |
| Salvador, Mark            | \$ 2,995.89 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 2,995.89     | 0.00                |
| Sidhu, Nirmal             | \$ 2,106.14 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 2,106.14     | 0.00                |
| Silva, Jessica            | \$ 216.00   | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 216.00       | 0.00                |
| Tovar, Jessica            | \$ 256.00   | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 256.00       | 0.00                |
| Villarreal, Arlene        | \$ 2,236.62 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 2,236.62     | 5.25                |
| TOTAL                     | \$25,427.15 | \$ -      | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -   | \$ 25,427.15    | 47.25               |

# CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

**PAY PERIOD: March 03, 2024 - March 16, 2024**

| EMPLOYEE                 | SALARY      | RETRO PAY  | OVERTIME |             | HOLIDAY at 1/2 TIME |        | STANDBY |          | GROSS<br>SALARY | COMP TIME<br>EARNED |
|--------------------------|-------------|------------|----------|-------------|---------------------|--------|---------|----------|-----------------|---------------------|
|                          |             | & Other    | HOURS    | AMOUNT      | HOURS               | AMOUNT | HOURS   | AMOUNT   |                 |                     |
| <u>POLICE</u>            |             |            |          |             |                     |        |         |          |                 |                     |
| Antuna, Miguel           | \$ 3,247.98 | \$ -       | 12.00    | \$ 695.99   | 0.00                | \$ -   | 0.00    | \$ -     | \$ 3,943.97     | 0.00                |
| Arciga, Jose             | \$ 3,637.57 | \$ -       | 2.50     | \$ 165.68   | 0.00                | \$ -   | 8.00    | \$ 80.14 | \$ 3,883.39     | 0.00                |
| Barbosa, Isaias          | \$ 190.41   | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 190.41       | 0.00                |
| Barcoma, Wilbert         | \$ 5,142.47 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 5,142.47     | 0.00                |
| Barra, Brenden           | \$ 2,648.15 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,648.15     | 6.00                |
| Barrera, Eduardo         | \$ 2,662.95 | \$ -       | 16.00    | \$ 570.63   | 0.00                | \$ -   | 0.00    | \$ -     | \$ 3,233.58     | 0.00                |
| Belding, Jeff            | \$ 4,458.61 | \$ -       | 13.00    | \$ 1,020.53 | 0.00                | \$ -   | 0.00    | \$ -     | \$ 5,479.13     | 0.00                |
| Castro, Jaclynn          | \$ 2,598.67 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,598.67     | 0.00                |
| Chapman, Tom             | \$ 4,558.52 | \$2,140.96 | 21.00    | \$ 1,686.01 | 0.00                | \$ -   | 0.00    | \$ -     | \$ 8,385.49     | 0.00                |
| Clark, Patrick           | \$ 3,064.81 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 3,064.81     | 0.00                |
| Cubillos, Munique        | \$ 2,402.04 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,402.04     | 0.00                |
| Cubillos, Theresa        | \$ 3,308.12 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 3,308.12     | 0.00                |
| Farr, Jonathan           | \$ 2,536.17 | \$ -       | 2.00     | \$ 90.58    | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,626.75     | 0.00                |
| Garcia, Andrew           | \$ 2,598.00 | \$ -       | 3.50     | \$ 162.38   | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,760.38     | 0.00                |
| Gempis, Danzel           | \$ 2,356.62 | \$ -       | 27.00    | \$ 1,136.23 | 0.00                | \$ -   | 0.00    | \$ -     | \$ 3,492.84     | 0.00                |
| Gutierrez, Gloria        | \$ 2,296.24 | \$ -       | 3.06     | \$ 129.46   | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,425.71     | 0.00                |
| Gutierrez, Luis          | \$ 2,381.62 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,381.62     | 0.00                |
| Inthasone, Bryant        | \$ 2,474.31 | \$ -       | 26.73    | \$ 1,170.29 | 0.00                | \$ -   | 0.00    | \$ -     | \$ 3,644.60     | 0.00                |
| Irazoqui, Mario          | \$ 1,704.66 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 1,704.66     | 0.00                |
| Lopez, Matt              | \$ 1,700.00 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 1,700.00     | 0.00                |
| Lozano, Daniel           | \$ 2,325.18 | \$ -       | 3.00     | \$ 174.39   | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,499.56     | 0.00                |
| Mendoza, Sandra          | \$ 3,941.17 | \$ -       | 5.50     | \$ 389.93   | 0.00                | \$ -   | 0.00    | \$ -     | \$ 4,331.09     | 0.00                |
| Nery De La Cruz, Fabiana | \$ 2,244.46 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,244.46     | 0.00                |
| Ramirez, Victoria        | \$ 1,808.70 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 1,808.70     | 0.00                |
| Roth, Adriana            | \$ 2,564.20 | \$ -       | 29.00    | \$ 1,313.37 | 0.00                | \$ -   | 0.00    | \$ -     | \$ 3,877.57     | 0.00                |
| Ruiz, Jose               | \$ 2,478.03 | \$ -       | 12.00    | \$ 517.61   | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,995.64     | 0.00                |
| Vasquez, Francisco       | \$ 2,440.53 | \$ -       | 41.50    | \$ 1,790.08 | 0.00                | \$ -   | 0.00    | \$ -     | \$ 4,230.61     | 24.00               |
| Velez, Bernice           | \$ 1,906.50 | \$ -       | 4.00     | \$ 142.99   | 0.00                | \$ -   | 0.00    | \$ -     | \$ 2,049.49     | 0.00                |
| Wilkins, Steve           | \$ 5,187.79 | \$ -       | 0.00     | \$ -        | 0.00                | \$ -   | 0.00    | \$ -     | \$ 5,187.79     | 0.00                |
| TOTAL:                   | \$80,864.46 | \$2,140.96 | \$221.79 | \$11,156.14 | \$ -                | \$ -   | \$ 8.00 | \$ 80.14 | \$ 94,241.70    | \$ 30.00            |

## **PUBLIC WORKS**

|                              |             |      |       |           |      |      |       |           |             |      |
|------------------------------|-------------|------|-------|-----------|------|------|-------|-----------|-------------|------|
| Arrellano, Antonio           | \$ 1,960.31 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 1,960.31 | 0.00 |
| Barajas, Michael             | \$ 3,762.85 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 3,762.85 | 0.00 |
| Camacho, Armando             | \$ 1,960.31 | \$ - | 21.00 | \$ 811.88 | 0.00 | \$ - | 30.00 | \$ 716.37 | \$ 3,488.55 | 0.00 |
| Castro, Joseph               | \$ 3,184.89 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 3,184.89 | 0.00 |
| Cervantes, Pedro             | \$ 1,525.08 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 1,525.08 | 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            | \$ 1,794.80 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 1,794.80 | 0.00 |
| Garcia Pina, Gilberto        | \$ 1,454.92 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 1,454.92 | 0.00 |
| Gastelum, Humberto           | \$ 2,995.89 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 2,995.89 | 0.00 |
| Guizar, Jesus                | \$ 1,304.55 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 1,304.55 | 0.00 |
| Gutierrez Olivarez, Norberto | \$ -        | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ -        | 0.00 |
| Hernandez, Julian            | \$ 1,843.08 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 2.00  | \$ 44.83  | \$ 1,887.90 | 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              | \$ 1,843.08 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 1,843.08 | 0.00 |
| Ortiz, Carlos                | \$ 2,055.85 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 2.00  | \$ 50.15  | \$ 2,105.99 | 0.00 |
| Perez, Ruben Lopez           | \$ 1,910.31 | \$ - | 0.00  | \$ -      | 0.00 | \$ - | 0.00  | \$ -      | \$ 1,910.31 | 0.00 |

# CITY OF KERMAN PAYROLL REPORT

Section 5, Item C.

**PAY PERIOD: March 03, 2024 - March 16, 2024**

| EMPLOYEE                   | SALARY             | RETRO PAY<br>& Other | OVERTIME     |                    | HOLIDAY at 1/2 TIME |             | STANDBY      |                   | GROSS<br>SALARY     | COMP TIME<br>EARNED |
|----------------------------|--------------------|----------------------|--------------|--------------------|---------------------|-------------|--------------|-------------------|---------------------|---------------------|
|                            |                    |                      | HOURS        | AMOUNT             | HOURS               | AMOUNT      | HOURS        | AMOUNT            |                     |                     |
| Ramirez, Manuel            | \$ 2,707.51        | \$1,353.76           | 0.00         | \$ -               | 0.00                | \$ -        | 0.00         | \$ -              | \$ 4,061.27         | 0.00                |
| Rivera, Hector - Final Pay | \$ 1,154.06        | \$ -                 | 0.00         | \$ -               | 0.00                | \$ -        | 0.00         | \$ -              | \$ 1,154.06         | 0.00                |
| Sanchez, Daniel            | \$ 2,694.55        | \$ -                 | 0.00         | \$ -               | 0.00                | \$ -        | 0.00         | \$ -              | \$ 2,694.55         | 0.00                |
| Sanchez, Joseph            | \$ 970.05          | \$ -                 | 0.00         | \$ -               | 0.00                | \$ -        | 0.00         | \$ -              | \$ 970.05           | 0.00                |
| Soto, Samuel               | \$ 2,058.62        | \$ -                 | 6.50         | \$ 244.80          | 0.00                | \$ -        | 7.00         | \$ 175.75         | \$ 2,479.17         | 0.00                |
| Tinoco, Alfonso            | \$ 2,514.62        | \$ -                 | 0.00         | \$ -               | 0.00                | \$ -        | 0.00         | \$ -              | \$ 2,514.62         | 0.00                |
| Valdivia, Blanco           | \$ 1,757.69        | \$ -                 | 20.25        | \$ 717.76          | 0.00                | \$ -        | 25.00        | \$ 533.65         | \$ 3,009.11         | 0.00                |
| <b>TOTAL</b>               | <b>\$52,512.24</b> | <b>\$1,353.76</b>    | <b>47.75</b> | <b>\$ 1,774.45</b> | <b>0.00</b>         | <b>\$ -</b> | <b>66.00</b> | <b>\$1,520.75</b> | <b>\$ 57,161.18</b> | <b>0.00</b>         |

## PLANNING

|                |                    |             |             |             |             |             |             |             |                    |             |
|----------------|--------------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|--------------------|-------------|
| Belmonte, Ruth | \$ 2,464.77        | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | \$ 2,464.77        | 0.00        |
| Campos, Manuel | \$ 1,982.00        | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | \$ 1,982.00        | 0.00        |
| Gomez, Juliana | \$ 544.00          | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | \$ 544.00          | 0.00        |
| Meza, Isela    | \$ 256.00          | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | \$ 256.00          | 0.00        |
| Orozco, Jesus  | \$ 3,763.92        | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | \$ 3,763.92        | 0.00        |
| Zamora, Karina | \$ 544.00          | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | 0.00        | \$ -        | \$ 544.00          | 0.00        |
| <b>TOTAL</b>   | <b>\$ 9,554.69</b> | <b>\$ -</b> | <b>0.00</b> | <b>\$ -</b> | <b>0.00</b> | <b>\$ -</b> | <b>0.00</b> | <b>\$ -</b> | <b>\$ 9,554.69</b> | <b>0.00</b> |

## PLANNING

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

## COUNCIL

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

|                     |                     |                   |               |                    |             |               |              |                   |                     |              |
|---------------------|---------------------|-------------------|---------------|--------------------|-------------|---------------|--------------|-------------------|---------------------|--------------|
|                     | <b>Total</b>        | <b>\$ -</b>       |               | <b>Total</b>       |             |               |              | <b>\$ 375.00</b>  |                     |              |
| <b>GRAND TOTAL:</b> | <b>\$200,025.69</b> | <b>\$3,494.72</b> | <b>293.07</b> | <b>\$14,034.72</b> | <b>0.00</b> | <b>\$0.00</b> | <b>74.00</b> | <b>\$1,600.89</b> | <b>\$218,001.96</b> | <b>80.25</b> |



## STAFF REPORT

**MEETING DATE:** April 10, 2024

**PRESENTER:** Josefina Alvarez, Finance Director

**SUBJECT:** Development Impact Fees Annual Report (AB1600) (JA)

**RECOMMENDATION:** Council to review and approve the Development Impact Fee Annual Report for FY 2023.

### EXECUTIVE SUMMARY:

Development Impact Fees are created under Assembly Bill 1600 (AB 1600) which is also known as the Mitigation Fee Act. This assembly bill requires the City to report on an annual basis on the fees collected and their use. If an agency does not report on these fees, the funds may be at risk.

The AB1600 requires that within 180 days after the last day of each fiscal year, agencies must report the following information for each fee:

(A) A brief description of the type of fee in the account or fund.

(B) The amount of the fee.

(C) The beginning and ending balance of the account or fund.

(D) The amount of the fees collected and the interest earned.

(E) An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement, including the total percentage of the cost of the public improvement that was funded with fees.

(F) (i) An identification of an approximate date by which the construction of the public improvement will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement, as identified in paragraph (2) of subdivision (a) of Section 66001, and the public improvement remains incomplete.

(ii) An identification of each public improvement identified in a previous report pursuant to clause (i) and whether construction began on the approximate date noted in the previous report.

(iii) For a project identified pursuant to clause (ii) for which construction did not commence by the approximate date provided in the previous report, the reason for the delay and a revised approximate date that the local agency will commence construction.

(G) A description of each interfund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an

interfund loan, the date on which the loan will be repaid, and the rate of interest that the account or fund will receive on the loan.

(H) The amount of refunds made pursuant to subdivision (e) of Section 66001, the number of persons or entities identified to receive those refunds, and any allocations pursuant to subdivision (f) of Section 66001.

The City must also present this information at a regularly scheduled Council meeting no less than 15 days after making it available to the public.

**FISCAL IMPACT:**

None.

**ATTACHMENTS:**

A. Resolution with Exhibit 'A'

Attachment 'A'

RESOLUTION NO. 24-\_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN ACCEPTING DEVELOPMENT  
IMPACT FEES ANNUAL REPORT 2023 PER GOVERNMENT CODE SECTION 6600 (B) (1)**

WHEREAS, Assembly bill 1600 (AB 1600) which is also known as the Mitigation Fee Act, requires agencies to do an annual report with specific information in regards to each development impact fee; and

WHEREAS, the report must be completed 180 days after the last day of each fiscal year; and

WHEREAS, the report must also be available to the public no less than 15 days prior to the regularly scheduled Council meeting; and

WHEREAS, the City of Kerman has prepared the Development Impact Fee Annual Report 2023 (**Exhibit 'A'**) and made it available to the public as required by the Mitigation Fee Act .

NOW, THEREFORE, be it resolved by the City Council of the City of Kerman as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. The Council approves the Development Impact Fee Annual Report 2023 as outlined in **Exhibit 'A'** which is incorporated herein by reference.
3. This resolution is effective upon adoption.

The foregoing resolution was adopted by the Kerman City Council at a regularly scheduled meeting held on the 10th day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

\_\_\_\_\_  
Maria Pacheco  
Mayor

ATTEST:

\_\_\_\_\_  
Josie Camacho  
Interim City Clerk

## Exhibit 'A'

**City of Kerman**  
**Development Impact Fees Annual Report FISCAL**  
**YEAR 2023**

Government Code Section 6600 (b) (1) requires that If a local agency requires the payment of a fee specified in subdivision (c) in connection with the approval of a development project, the local agency receiving the fee shall deposit it with the other fees for the improvement in a separate capital facilities account or fund in a manner to avoid any commingling of the fees with other revenues and funds of the local agency, except for temporary investments, and expend those fees solely for the purpose for which the fee was collected. Any interest income earned by moneys in the capital facilities account or fund shall also be deposited in that account or fund and shall be expended only for the purpose for which the fee was originally collected. Within 180 days after the last day of each fiscal year, the City must make available to the public the following information each fiscal year:

- A. A brief description of the type of fee in the account or fund
- B. The amount of the fee
- C. The beginning and ending balance of the account or fund
- D. The amount of the fees collected and the interest earned
- E. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement including the total percentage of the cost of public improvement that was funded with fees.
- F. An identification of an approximate date by which the construction of the public improvements with commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.
- G. A description of each inter fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter fund loan, the date upon which the loan will be repaid, and the rate of interest that the account or fund will received on the loan.

The City of Kerman has adopted development impact fees to finance projects to serve new development. The following information is presented to meet the requirements of Government Code section 66006 (b) (1)

**A. A brief description of the type of fee in the account or fund**

CIP Administration (Fund 110)-This fee is used to cover the cost of staff and consultants for the Capital Improvement Plan and the Annual Development Impact Fee Review.

Facilities Construction (Fund 140)-This fee is used to construct new buildings and purchase additional equipment.

General Plan Impact Fee (Fund 170)-This fee is used to update the General Plan periodically.

Fire Facility (Fund 180)-This fee is collected to build a new station and for equipment for North Central Fire District (NCFD)

Jobs/Housing Mitigation Fee (Fund 300)-This fee is collected to pay for annual interest payments due on the infrastructure improvement loans.

Del Norte Sewer Trunk (Fund 425)-A special sewer trunk is required to serve future developments in the northern area of the City of Kerman due to inadequate capacity of the existing sewer trunk.

Storm Drain Acquisition (Fund 480)- This fee pays for the purchase of property of permanent storm drainage basins.

Storm Drain Facilities (Fund 490)-This fee pays for the construction of storm drain pipelines, manholes and inlets to convey storm water runoff to permanent basins.

Water Front Footage (Fund 520)-This fee is used to reimburse developers who install water mains in boundary streets that are later developed in another project.

Water Oversize (Fund 530)-This fee pays for the cost of installing water mains larger than 8" (inches) in diameter.

Water Major Facilities (Fund 540)-This fee is used for the construction of additional wells within the Sphere of Influence.

Sewer Front Footage (Fund 550)-This fee is used to reimburse developers who install sewer mains in boundary streets that are later developed as part of another project.

Sewer Oversize (Fund 560)-This fee pays for the cost of installing sewer mains larger than 8" in diameter.

Sewer Major Facilities (Fund 570)-This fee is used for future expansion of the Waste Water Treatment Plant (WWTP).

Park Development (Fund 580)-This fee includes landscaping, irrigation, playground equipment and site improvements for any City owned Parks.

Park Development/Quimby (Fund 590)-This fee is collected in lieu of dedication of new land for park development.

Major Streets (Fund 910)-This fee is collected for the installation of a median curb island with median landscaping and irrigation facilities plus the installation of two adjacent twelve foot travel lanes.

Major Streets Signal (Fund 920)-This fee is collected for four new traffic signals that are proposed to be installed.

Major Streets RR (Fund 930)-This fee is collected for three new railroad crossing signals that are proposed to be installed.

Outside Travel Lane (Fund 940)-This fee pays for the cost of installing the outside travel lane and shoulder paving on four-lane expressways and arterials where developers install those improvements.

**B. The amount of the fee**

The amounts of the fees are shown under **Attachment 'A'** which is incorporated by reference.

**C. The beginning and ending balance of the account or fund**

Beginning and ending balances of each fund are shown under **Attachment 'A'**. The reports include the beginning balance as of Fiscal Year 2020/2021 and ending balance as of Fiscal Year 2021/2022. Fiscal Year 2022/2023 is still being audited and estimated year end numbers are shown.

**D. The amount of the fees collected and the interest earned**

Interest is allocated to each fund based on the total fund balance at the end of each quarter. The interest amount is shown under **Attachment 'A'**.

**E. An identification of each public improvement on which fees were expended and the amount of the expenditures on each improvement including the total percentage of the cost of public improvement that was funded with fees.**

The identification and percentages of each fund expenditures are shown under **Attachment A**. The City currently has reimbursement agreements in place with several developers for public improvements. Developers are in most cases paid annually based on calculations from the City Engineer.

**F. An identification of an approximate date by which the construction of the public improvements will commence if the local agency determines that sufficient funds have been collected to complete financing on an incomplete public improvement.**

On an annual basis the City identifies capital improvements projects to be fully or partially funded with collected Development Impact Fees. Improvements may be constructed approximately 18 months after identification of funds use to allow for design development, permitting and construction advertisement processes.

**G. A description of each inter fund transfer or loan made from the account or fund, including the public improvement on which the transferred or loaned fees will be expended, and, in the case of an inter fund loan, the date upon which the loan will be repaid, and the rate of interest that the account or fund will received on the loan.**

Every fiscal year a \$125,000 loan payment is done from Fund 570 (Sewer Major Facilities) to help cover the SRF Loan Payment for the WWTP Expansion. Loan payments will be made until 2031.

**Conclusion**

This report provides the information required by Government Code Section 66006 (b) (1). It will be submitted to the City of Kerman City Council for review at a public meeting on April 10, 2023.

## ATTACHMENT 'A' TO FY 2023 DIF ANNUAL REPORT

| Fee                                     | Fund | FY 2020/2021<br>Fund Balance | FY 2021/2022<br>Fund Balance | FY 22/23 Estimated<br>Revenue *** | FY 22/23 Estimated<br>Interest *** | FY 22/23 Estimated<br>Expenses *** | Public Improvement                                                | % Funded from DIF | FY 22/23 Estimated<br>Fund Balance *** |
|-----------------------------------------|------|------------------------------|------------------------------|-----------------------------------|------------------------------------|------------------------------------|-------------------------------------------------------------------|-------------------|----------------------------------------|
| CIP Administration                      | 110  | \$ 71,780.29                 | \$ 119,156.29                | \$ 83,458.74                      | \$ 2,603.26                        | \$ -                               |                                                                   |                   | \$ 205,218.29                          |
| Facilities Construction                 | 140  | \$ (195,677.94)              | \$ (168,626.82)              | \$ 221,610.20                     | \$ 207.52                          | \$ 21,412.18                       | PFA Lease Payment                                                 | 21.02%            | \$ 31,778.72                           |
| General Plan Impact Fee                 | 170  | \$ (306,061.64)              | \$ (286,038.87)              | \$ 51,302.50                      | \$ -                               | \$ 55,422.30                       | Housing Element                                                   | 100%              | \$ (290,158.67)                        |
| Fire Facility                           | 180  | \$ 499,180.02                | \$ 563,070.33                | \$ 122,249.40                     | \$ 9,122.55                        | \$ -                               |                                                                   |                   | \$ 694,442.28                          |
| Jobs/Housing Mitigation Fee             | 300  | \$ 66,417.86                 | \$ 66,715.64                 | \$ -                              | \$ 911.58                          | \$ -                               |                                                                   |                   | \$ 67,627.22                           |
| Del Norte Sewer Trunk                   | 425  | \$ 30,417.36                 | \$ 47,141.36                 | \$ 6,554.00                       | \$ -                               | \$ -                               |                                                                   |                   | \$ 53,695.36                           |
| Storm Drain Acquisition                 | 480  | \$ (54,084.80)               | \$ (17,814.60)               | \$ 44,739.90                      | \$ 1,618.87                        | \$ -                               |                                                                   |                   | \$ 28,544.17                           |
| Storm Drain Facilities                  | 490  | \$ 301,654.43                | \$ 370,702.98                | \$ 19,322.90                      | \$ 4,095.80                        | \$ 123,130.00                      | Developer Reimbursement                                           | 100%              | \$ 270,991.68                          |
| Water Front Footage                     | 520  | \$ 261,789.51                | \$ 264,419.88                | \$ 1,335.36                       | \$ 3,626.41                        | \$ -                               |                                                                   |                   | \$ 269,381.65                          |
| Water Oversize                          | 530  | \$ 188,965.54                | \$ 216,338.20                | \$ 9,934.51                       | \$ 3,045.72                        | \$ -                               |                                                                   |                   | \$ 229,318.43                          |
| Water Major Facilities                  | 540  | \$ 1,490,240.49              | \$ 1,659,765.00              | \$ 386,503.85                     | \$ 26,276.02                       | \$ 97,825.77                       | Basin C Groundwater Recharge/Well 12 & 14<br>Emergency Generators | 100%/30.08%       | \$ 1,974,719.10                        |
| Sewer Front Footage                     | 550  | \$ 15,145.91                 | \$ 16,599.11                 | \$ 1,252.20                       | \$ 239.89                          | \$ -                               |                                                                   |                   | \$ 18,091.20                           |
| Sewer Oversize                          | 560  | \$ 82,184.23                 | \$ 131,465.83                | \$ 69,308.62                      | \$ 2,587.77                        | \$ -                               |                                                                   |                   | \$ 203,362.22                          |
| Sewer Major Facilities                  | 570  | \$ 7,363.29                  | \$ 94,515.11                 | \$ 435,022.08                     | \$ 6,369.76                        | \$ 125,000.00                      | WWTP Debt Payment                                                 | 45.17%            | \$ 410,906.95                          |
| Park Development                        | 580  | \$ (91,203.55)               | \$ (181,540.66)              | \$ 111,487.20                     | \$ -                               | \$ 218,079.31                      | Northwest Park/PFA/Eastside Community Park                        | 100%/8.32%/48.22% | \$ (288,132.77)                        |
| Park Development/Quimby                 | 590  | \$ 154,304.34                | \$ 215,684.51                | \$ 56,003.30                      | \$ 3,478.11                        | \$ 8,474.95                        | PFA Lease Payment                                                 | 8.32%             | \$ 266,690.97                          |
| Major Streets                           | 910  | \$ 198,358.29                | \$ 204,371.37                | \$ 64,732.60                      | \$ 3,446.94                        | \$ 236,214.00                      | Developer Reimbursement                                           | 100%              | \$ 36,336.91                           |
| Major Streets Signal                    | 920  | \$ 49,691.36                 | \$ 59,635.78                 | \$ 27,238.22                      | \$ 1,134.42                        | \$ 77,327.00                       | Developer Reimbursement                                           | 100.00%           | \$ 10,681.42                           |
| Major Streets RR                        | 930  | \$ 279,244.37                | \$ 30,024.62                 | \$ 45,042.60                      | \$ 325.18                          | \$ 60,076.22                       | Developer Reimbursement                                           | 100%              | \$ 15,316.18                           |
| Outside Travel Lane                     | 940  | \$ 53,515.48                 | \$ 65,256.08                 | \$ 16,126.00                      | \$ 1,061.45                        | \$ 73,964.00                       | Developer Reimbursements (X2)                                     | 100%              | \$ 8,479.53                            |
| ***FY 22/23 Audit is still not complete |      |                              |                              |                                   |                                    |                                    |                                                                   |                   |                                        |



## STAFF REPORT

**MEETING DATE:** April 10, 2024

**PRESENTER:** John Jansons, City Manager

**SUBJECT:** Ratifying the Consolidated Memorandum of Understanding between the City of Kerman and Kerman Peace Officers Association (JAJ)

**RECOMMENDATION:** Council by motion adopt a resolution to ratify the Consolidated Memorandum of Understanding by and between the City of Kerman and the Kerman Peace Officers Association.

**DISCUSSION:**

In the current Memorandum of Understanding (MOU) by and between the City of Kerman and the Kerman Peace Officers Association (KPOA), in effect from July 1, 2021 through June 30, 2024, the parties agreed to work together to prepare a consolidated MOU. The reason for that was that the last complete MOU between the parties was the 2009 MOU. Having to sort through multiple documents created inefficiencies for both the City and KPOA. Additionally, at different times there have been two bargaining units: one representing the sergeants and one representing the rank and file.

The City Attorney reviewed and assembled all relevant recent documents (side letter agreements, amendments and prior MOUs) for the now merged KPOA and consolidated those documents into the Consolidated MOU presented here as Exhibit A to the Resolution.

The Consolidated MOU and its predecessor documents, were reviewed by and verified by Human Resource staff for accuracy and completeness without issue. Both the assembled predecessor documents and the subsequent Consolidated MOU were presented to, and discussed with, the KPOA Executive Committee with no additions or concerns.

Ratification of the Consolidated MOU memorializes this consolidation and facilitates an ease of review going forward by way of a single document. This Consolidated MOU now replaces and supersedes all prior documents and understandings between the City and the current KPOA.

**FISCAL IMPACT:**

There is no fiscal impact in approving the Consolidated MOU.

**ATTACHMENTS:**

A. Resolution and Exhibit 'A'

Attachment ‘A’

RESOLUTION NO. 24-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN RATIFYING A CONSOLIDATED  
MEMORANDUM OF UNDERSTANDING BY AND BETWEEN  
THE CITY OF KERMAN AND THE KERMAN PEACE OFFICERS ASSOCIATION

RECITALS

WHEREAS, in 2021 a Memorandum of Understanding (MOU) was executed by and between the City of Kerman and the Kerman Peace Officers Association (KPOA), and

WHEREAS, the City of Kerman historically recognized two public safety bargaining units (the Kerman Public Safety Employees Association (“KPSEA”) and the Kerman Public Safety Sergeants Association (“KPSSA”) and negotiated separately with each; and

WHEREAS, at times one Memorandum of Understanding (“MOU”) was used to memorialize agreements with the two public safety associations and at other times one MOU was used; and

WHEREAS, effective July 1, 2017 through June 30, 2021, the City entered separate MOU’s with KPSEA and KPSSA; and

WHEREAS, on October 28, 2020, the City Council adopted Resolution No. 20-90 approving and recognizing the Kerman Peace Officers Association as the employee group representing City of Kerman Police Department Employees formerly represented by the Kerman Public Safety Employees Association (KPSEA) and the Kerman Public Safety Sergeants Association (KPSSA); and

WHEREAS, the City and KPOA met and conferred on a Successor MOU with KPOA and agreed to enter into an MOU effective July 1, 2021, through June 30, 2024 with the understanding that they would continue to meet to create a Consolidated MOU comprised of terms and conditions in the prior KPSEA and KPSSA MOUs (“Prior MOUs”); and

WHEREAS, the City has met with the KPOA Executive Committee to review the assembled prior documents and the new Consolidated MOU and KPOA concurs with the Consolidated MOU; and

WHEREAS, this MOU represents the Consolidated MOU for July 1, 2021, through June 30, 2024.

NOW, THEREFORE, THE CITY OF KERMAN CITY COUNCIL RESOLVES THAT:

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

SECTION 2. The Council ratifies the Consolidated MOU attached hereto as Exhibit A and incorporated by reference.

SECTION 3. The City Manager is authorized to execute the Consolidate MOU on behalf of the City.

SECTION 4. The Consolidated MOU is effective upon adoption of this Resolution.

The foregoing resolution was adopted by the Kerman City Council at the regularly scheduled meeting held on the 10<sup>th</sup> day of April 2024, by the following vote:

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

The foregoing resolution is hereby approved.

\_\_\_\_\_  
Maria Pacheco  
Mayor

ATTEST:

\_\_\_\_\_  
Josie Camacho  
Interim City Clerk

EXHIBIT 'A'

**DRAFT 3/7/24**

**MEMORANDUM OF UNDERSTANDING**

**BETWEEN**

**CITY OF KERMAN**

**AND**

**KERMAN PEACE OFFICERS ASSOCIATION**

***EFFECTIVE JULY 1, 2021 THROUGH JUNE 30, 2024***

***CONSOLIDATED VERSION***

PREAMBLE

This Memorandum of Understanding (“MOU”) is made and entered between the City of Kerman (“City”) and Kerman Peace Officers Association (“KPOA”) also referenced as “Association” in this MOU. This MOU is entered pursuant to California Government Code, Section 3500 *et seq.* The City and KPOA (collectively “Parties”) have met and conferred in good faith regarding employment terms and conditions of the employees in the City and have reached agreement as set forth in this Memorandum of Understanding.

RECITALS

WHEREAS, the City of Kerman historically recognized two public safety bargaining units (the Kerman Public Safety Employees Association (“KPSEA”) and the Kerman Public Safety Sergeants Association (“KPSSA”) and negotiated separately with each; and

WHEREAS, at times one Memorandum of Understanding (“MOU”) was used to memorialize agreements with the two public safety associations and at other times one MOU was used; and

WHEREAS, effective July 1, 2017 through June 30, 2021, the City entered separate MOU’s with KPSEA and KPSSA; and

WHEREAS, on October 28, 2020, the City Council adopted Resolution No. 20-90 approving and recognizing the Kerman Peace Officers Association as the employee group representing City of Kerman Police Department Employees formerly represented by the Kerman Public Safety Employees Association (KPSEA) and the Kerman public Safety Sergeants Association (KPSSA); and

WHEREAS, the Parties met and conferred on a Successor MOU with KPOA and agree to enter into an MOU effective July 1, 2021, through June 30, 2024 with the understanding that they would continue to meet to create a Consolidated MOU comprised of terms and conditions in the prior KPSEA and KPSSA MOUs (“Prior MOUs”); and

WHEREAS, this MOU represents the Consolidated MOU for July 1, 2021, through June 30, 2024.

AGREEMENT

ARTICLE 1 – INTENT

This MOU is intended to establish the rates of compensation, hours of work, and other terms and conditions of employment for all members of KPOA and shall be effective per the dates set forth below.

ARTICLE II - DURATION AND SUCCESSOR AGREEMENT

This Agreement shall be effective as of July 1, 2021 continues through June 30, 2024. Prior to March 1, 2024, the Parties will begin Meet and Confer sessions regarding considerations of a new MOU effective July 1, 2024.

### ARTICLE III - GOVERNING LAWS

- A. The legal relationship between the City, and the employees shall be governed to the extent required by law by the following:
  - 1. Chapter 10 of Division 4, Title 1 of the State of California Government Code Section 3500 *et. seq.* (Meyers-Milias-Brown Act).
  - 2. Personnel Rules and Regulations (“Employee Handbook”) of the City of Kerman.
  - 3. The Fair Labor Standards Act, Title 29 United States Code, Chapter 8.
- B. Employees in KPOA shall be governed by all existing agreements of the City of Kerman except as may be modified by or voided by this MOU including those agreements as adopted by the Kerman City Council as the condition of employment or appointment of office. If the Personnel Rules and Regulations conflict with this MOU, this MOU shall prevail.

### ARTICLE IV - CITY RIGHTS

Nothing in this MOU shall be construed to restrict any legal or inherent exclusive rights of the City of Kerman with respect to matters of general legislative or managerial policies, which include, but are not limited to the following rights of the City to:

- A. Determine the mission of its constituents, departments, commissions and boards.
- B. Set standards of service or determine the procedures and standards of selection for employment.
- C. Direct its employees and the work of its employees.
- D. Terminate and discipline employees in a lawful manner at the discretion of the City Manager pursuant to the rules of the personnel system.
- E. Relieve or lay-off its employees from duty for periods of time because of lack of work, inclement weather conditions, or for other reasons within the discretion and upon review of the City Council.
- F. Maintain the efficiency of governmental operations; determine the methods, means and personnel by which government operations are to be conducted.
- G. Take all necessary action to carry out its mission in emergencies and exercise complete control and discretion over its organization and the technology of performing its work.
- H. Hire, promote, demote, transfer, assign, and classify employees within the established Personnel guidelines and determine the content or classifications and job titles
- I. Take action as may be necessary to carry out the mission of the agency in emergencies.

- J. Determine the methods, means and personnel by which operations are to be carried on.
- K. Determine its budget, organization merits, and level of any activity or service provided to the public.

## ARTICLE V - EMPLOYEE RIGHTS

- A. Right to Join, Form, and Participate: As provided for by Government Code section 3500 *et seq.*, employees shall have the right to form, join and participate in the activities of employee organizations of their choosing for the purpose of representation on all matters of employee relations.
- B. Right to Refuse to Join: As provided for pursuant to Government Code Section 3500 *et seq.* Employees shall have the right to refuse to join or participate in the activities of employee organizations and shall have the right to represent themselves individually in their employment relations with the City.
- C. Right of Representation: Any employee shall have the right to be represented in their employment relations with the City
- D. Scope of Representation: The scope of representation shall include matters relating to employment conditions including, but not limited to, wages, hours, and other terms and conditions of employment. Except, however, that the scope of representation shall not include consideration of the merits, necessity, or organization of any service or activity provided by the City or any accommodation for an individual protected under the Americans with Disabilities Act, when such accommodations are in compliance with state and federal laws.
- E. Discrimination by City: The City shall not interfere with nor discriminate in any way against any employee by reason of his or her membership in employee association activities. The City agrees not to intimidate any employee, not to attempt to restrain any employee, nor in any way to limit the full and free expression of any employee's right to participate in lawful activities.
- F. Discrimination by Employees: Employees shall not interfere with, intimidate or discriminate in any manner against any employee by reason of his or her choice not to belong or be a member of any Association or partake in the activities thereof.
- G. Non Discrimination: The provisions of this MOU shall be applied equally to all employees without favor or discrimination because of race, color, sex, age, national origin, or political or religious opinions or affiliations.

- H. Other Employees: Any form of part-time, temporary, seasonal, provisional or special circumstance employees are excluded from this MOU.

## ARTICLE VI - ASSOCIATION RECOGNITION

- A. Association Recognition: The City recognized the KPOA as the recognized employee organization for the Unit comprised of the following City Police Department classifications:
- Police Sergeant
  - Police Corporal (by assignment of Police Chief)
  - Police Officer
  - Police Records Manager,
  - Police Records Clerk
  - Administrative Assistant
  - Community Service Officer
  - Animal Control Officer
- B. Meet and Confer: The City and the Association mutually agree to meet and confer in good faith promptly upon the request of one another, and mutually agree to continue to meet and confer in good faith for a reasonable time in order to exchange freely information, opinions and proposals and to endeavor to reach a mutual agreement on matters within the scope of representation.
- C. Association Representative and Officers: The City and the Association recognize and agree to deal with one another's accredited officers and representatives in all matters relating to grievances and the interpretation of this Memorandum of Understanding.
- D. Payroll Deduction: The City shall allow payroll deductions on behalf of the KPSEA to be made in accordance with City guidelines.

## VII - WORK PERIODS, OVERTIME, AND WORK SCHEDULE

- A. Work Period: For sworn members of the Police Department the work period shall be defined as 84 hours of work in a fourteen day period, but subject to call at any time.
1. Pursuant to section 7(k) of the FLSA, the City has adopted a 14-day/84 hour work period for sworn personnel.
  2. Non-sworn personnel shall have a work period of 40 hours during a seven-day calendar week.

- B. Schedules: The City Manager or Police Chief may alter or arrange the schedule of employees' hours to fit the needs of the Police Department, allowing or requiring employees to work more or less hours than theretofore enumerated.

C. Overtime:

1. Overtime Rate (FLSA) For Sworn Personnel: Commencing July 1, 2017, Sworn employees working 12 hour days shall be paid for overtime or receive compensatory time at the rate of time and one-half (1½) their regular rate of pay as defined in the Fair Labor Standards Act (FLSA). The City shall pay overtime in excess of 12 hours worked in a day or 84 hours worked in a 14 day work period.

Commencing July 1, 2017, sworn employees working non 12 hours days shall have hours adjusted to reflect an 84 hour work period and shall be paid for overtime or receive compensatory time at the rate of time and one-half (1½) their regular rate of pay as defined in the Fair Labor Standards Act (FLSA). The hours will be adjusted at the discretion of City Management. The City shall pay overtime in excess of 12 hours worked in a day or 84 hours worked in a 14 day work period.

All overtime shall be recorded and paid on the basis of 15 minute increments, such that for each full 15 minute period worked, the employee shall be compensated for one quarter hour of overtime.

2. Overtime For Non-sworn Personnel:

Non-sworn employees shall be paid overtime or receive compensatory time for hours worked in excess of forty hours per week.

- D. Authorization: All overtime shall be approved by the Watch Commander prior to being worked. The Police Chief shall review and approve all overtime. The City Manager may review overtime pay prior to disbursement.

- E. Holiday Pay: Employees working on a recognized holiday shall be paid at the rate of time and one-half (1 ½) of their regular rate of pay.

Sundays/Holidays: Saturday and/or Sunday shall not be considered overtime if the same falls within the regular work period of an employee. Call back overtime for which seven days' advance notice of work on Sunday or Holidays is not given shall be compensated at double time.

- F. Compensatory Time: Compensatory time carried over from one fiscal year to the next shall not exceed 80 hours, but not more than 80 hours of compensatory time can be accrued at any time. Employees planning to use compensatory time shall submit requests to the Chief of Police or supervising Sergeant within five (5) working days of intended use. The request will be approved

if desired staffing levels are able to be maintained. Employees with more than 80 hours of compensatory time on the books at the time of this agreement may not earn additional compensatory time. While an employee has credit for 80 hours of compensatory time on the books, no additional compensatory time may be accrued, and any overtime hours worked by the employee must be compensated at applicable overtime rates.

- G. Work Period Non-Sworn Personnel: The regular work week is defined as 40 hours of work during a calendar week, but subject to call at any time. Work periods are defined as 80 hours of work in a fourteen (14) day period, except that approved vacation hours will be considered "hours worked". All overtime shall be reviewed by the Police Chief prior to any work. The City Manager may review overtime prior to disbursement. All other provisions of Article VII, e.g., paragraphs B through F, are applicable to non-sworn employees, unless modified by paragraph (G).
- H. Call-out and Standby Pay: Any employee placed on court standby on his or her day(s) off shall be compensated for all standby hours at twenty five (25%) percent of their regular rate of pay beginning at the hour noted on the subpoena and terminating at the time the employee departs his or her residence for court. Officers on court standby, if issued a pager, will be required to carry such while on standby. When contacted, the officer will respond to court within the time frame specified by Department policy. The Chief of Police may develop other reasonable procedures. Upon the employee's departure for court, he or she will be entitled to compensation at the overtime (time and one-half his or her regular rate of pay) rate, at a minimum of three (3) hours, or actual time spent, whichever is greater.

Any employee who is recalled to work one (1) hour after the conclusion of or prior to his or her normal shift is entitled to compensation at one and one-half times his or her normal hourly rate, at a minimum of three hours or actual time worked, whichever is greater. This minimum applies only to call back.

## VIII - EMPLOYEE BENEFITS

- A. Uniform Allowance and/or Uniform Provision: Regular full-time employees of the Police Department shall receive uniform allowance, paid quarterly with separate checks, of \$1,100 per year (\$275 per quarter).
- B. Mileage: In the event an employee shall occasionally use his or her privately owned automobile for City business during the course of their employment, and meet the minimum requirements established in the Administrative Procedures Manual Personnel System Rules, said employee shall be compensated at the rate established by City per IRS standards cents per mile; provided that no City employee shall use his or her privately owned automobile for City business during the course of their employment without prior approval of the City Manager. The employee must demonstrate proof of auto liability insurance prior to such approval.

- C. Education Reimbursement Any employee desiring special training within his City vocation may be reimbursed for partial tuition expense thereof, provided that said employee shall receive the prior recommendation of the Police Chief and approval therefore from the City Manager and shall complete the training course with a minimum grade of "C" or its equivalent. Any veteran's allowance or other education benefit payable to said employee with respect thereto shall be deducted from this reimbursement. In the event any employee receiving such reimbursement resigns his/her position, all reimbursement for tuition expenses paid to said employee within the past 12 months shall be returned to the City.
- D. Holidays Employees are eligible for a maximum of 88 hours of paid holiday time. When a holiday falls on a Sunday, the following Monday will be observed as the holiday. When a holiday falls on a Saturday, the preceding Friday will be observed as the holiday. Any employee whose regular assignment requires work on a recognized City holiday shall receive compensation at straight time for that individual holiday equal to the actual holiday hours per the below schedule, in addition to regular pay. In lieu of compensation time-off an employee may request pay at straight time. Such pay request will follow established City procedures and be paid twice a year. The accrued holiday pay shall be paid to the employee at the first pay day in December and the first pay day in June. Said request shall be made during the work period in which holiday falls.

Credit for working a holiday will be based on whether a person's work shift started on the holiday. Holidays are specifically defined in the City Employee Handbook.

The City provides a maximum total of 88 hours paid holiday time per calendar year. This equals to eleven regular 8-hour work days.

The current agreed upon days recognized as holidays are:

1. New Year's Day, January 1
2. Martin Luther King holiday, Third Monday in January
3. Washington's Birthday, Third Monday in February
4. Memorial Day, Fourth Monday in May
5. Independence Day, July 4
6. Labor Day, First Monday in September
7. Veterans Day, November 11
8. Thanksgiving Day, Fourth Thursday in November
9. Day After Thanksgiving Day
10. Four (4) Hours -Christmas Eve Day, December 24
11. Christmas Day, December 25

Any days declared by the State or Federal government as national/state holidays may be recognized as compensable holidays only if the total holiday time in one calendar year does not exceed 88 hours. If such cases occur, the appropriate employee recognized representative or agent may meet and confer with City Manager to select the day(s) to exchange in order that total does not exceed 88 hours/calendar year.

- E. Vacation An employee may accrue no more than the maximum vacation hours shown in the following schedule as of his or her anniversary date:

1. 1-5 years 112 hours
2. 6-15 years 150 hours
3. 16 or more years 200 hours

When maximum vacation hours have been accrued, no additional vacation hours will be earned until the vacation hours have been reduced to less than the maximum allowed. The employee will not be given retroactive credit for any period of time when vacation did not accrue

An employee may make a written request for permission to accrue hours in excess of the maximum to permit a scheduled surgery, extended vacation or leave, or other extraordinary circumstance. Such requests may be granted only if the Chief of Police and the City Manager determine that such accrual will not have a detrimental effect upon the operations of the City or the Police Department.

The above schedule is applicable only to completed years of full time regular service. Partial years, or part time service, or types of employment other than full time regular service will not be considered in calculating maximum vacation hours.

- F. Vacation Earned: Subject to the accrual limits set forth in the previous paragraph, all vacation time shall be earned and credited to the employee on a monthly basis.

Employees covered by this Agreement shall earn vacation per the following:

1. Up to and including five years of service -ten (10) working days.
2. Six years through fifteen years of service -fifteen (15) working days.
3. Sixteen years of service or more -twenty (20) working days.

- G. Vacation Cash Out: Employees who reach the cap for vacation are entitled to an automatic annual cash out of up to 40 hours of vacation time at the designated pay period on the condition that they leave a balance of at least 80 hours. This provision sunsets with term of MOU on June 30, 2024.

- H. Sick Leave: Upon termination, sick leave earned will be paid to the employee based up the following schedule:

1. An employee must complete five (5) years of employment prior to any sick leave cash-out eligibility.
2. An employee serving a total of 6-15 years may cash out forty (40%) percent of his or her sick leave hours at his or her current rate of pay.

3. An employee who retires or terminates after 16-20 years of service may cash out seventy five (75%) percent of his or her sick leave hours at his or her current rate of pay.
4. An employee who retires or terminates after 20 years of service may cash out ninety (90%) percent of his or her sick leave hours at his or her current rate of pay. An employee upon retirement and in lieu of cash-out of sick leave time may convert unused/unpaid sick leave to time-in service per the conditions of the Sick Leave Conversion Benefits of the City's PERS retirement plan.

- I. Personal Leave: Each employee is entitled to three (3) 8-hour days of personal leave each fiscal year. This time will be taken from earned sick leave. Personal leave does not accumulate from year to year and must be scheduled in the same manner as vacation time.
- J. Health Insurance: The City Council shall determine the group health and life insurance provider. All employees covered by the Agreement are eligible for coverage. The City's contribution to the selected plan is as follows:

Employees' coverage for medical, vision, dental and life (\$25,000) insurance per City related plan shall be paid by City. For employees who select to cover dependents for health insurance the employee contribution shall be:

Employee shall contribute minimum of 30% of total premium of selected level of dependent coverage. City will continue the existing Long-Term Disability program for sworn employees. The costs will be shared equally by the City and each employee. The City plan applicable to miscellaneous employees, non-sworn employees in this bargaining unit will participate on the same basis as other miscellaneous employees and share the costs with City.

The capped 2017-2018 rates paid by the City on health insurance for those employee hired after July 1, 2017 are rescinded.

Each employee shall include eligible premium payments for his or her share of dependent coverage in the City's section 125 Program for tax credit purposes.

1. Cash for Termination of Health Insurance Coverage: If employee provides satisfactory evidence of health insurance coverage from another source and elects to drop all City-provided Health Insurance, City will pay employee as compensation an additional \$100/month; if dental and vision are declined as well, the compensation will be a total of \$150/month. As permitted by the Insurer, employee may elect to re-enter the City's Health Insurance to obtain insurance for employee and eligible family members.
2. Life Insurance Optional Increase: If permitted by the insurance plan, employee may elect to pay additional premiums to obtain additional life insurance coverage.

K. Bereavement Leave: Employees are eligible for up to three (3) days of bereavement leave per guidelines established in the City's Personnel System Rules. However, the four (4) hours referenced in City's Personnel Rules and Regulations is no longer applicable.

L. Retirement: The City and KPOA agree with the following Cost Share contributions:

1. CalPERS Classic Member (hired prior to July 1, 2012) - retirement benefit formula is 2% @ 60 retirement benefit formula, three year average, with employee paying three percent (3%) of their salary as a contribution toward CalPERS retirement (City pays four percent (4%).
2. CalPERS Classic Member (hired after July 1, 2012) - retirement benefit formula is 2% @ 60% retirement benefit formula, three year average and employee pays seven percent (7%) contribution amount of their salary as a contribution toward CalPERS retirement.
3. CalPERS New Members (hired after January 1, 2013 –Post PEPR) - retirement benefit formula is 2% @ 62% retirement benefit formula, three year average and employee pays current 6.25% employee contribution amount.

Note: Pension formulas are determined based on provisions of the California Public Employees' Pension Reform Act of 2013 (PEPRA) and the contribution amount is subject to adjustment annually by CalPERS.

M. Take Home Vehicles: All employees who have individually assigned patrol vehicles and live within the boundaries of the Kerman Unified School District will be provided with a take home vehicle and will follow Police Department guidelines as to the care, parking and maintenance of such units.

## ARTICLE IX – SALARIES

A. Salary: Salary ranges for all unit classifications will be increased 2.5% effective the first full pay period following City Council approval of the new MOU, but no sooner than the pay period that includes July 1, 2021; 2.5% effective the pay period that includes July 1, 2022; and 2.5% effective the pay period that includes July 1, 2023.

B. One-Time Advance Payment: The City will provide a One-Time Advance Payment of Three Thousand Dollars (\$3,000) with the first full pay period following Council approval of this MOU to KPOA members who are employed at such time and who helped maintain continuity of operations for the City's critical infrastructure during the COVID-19 pandemic.

C. Special Assignment Pay: Effective July 1, 2000, in addition to any other pay specified in this Agreement, sworn employees except sergeants assigned to any of the following special details are

entitled to an additional two percent (2) increase over his or her regular rate of pay during such time as he or she is assigned to perform said detail:

1. Detective
2. Evidence and Property
3. Crime Prevention
4. Training Officer

Any employee who is assigned to two (2) of the above details simultaneously shall receive an additional three percent (3%) increase over his or her regular rate during the time when s/he is performing work in both details.

All assignments to which this section refers are within the discretion of the Chief of Police, subject to approval of the City Manager, and no employee has, or may claim, any property right to any of the foregoing assignments.

Bargaining Unit employees who qualify for, and participate in, the City of Kerman bilingual program shall be entitled to a two and one-half (2 1/2%) percent increase over their regular rate of pay, pursuant to the provisions of said program.

- E. Educational Incentive: Commencing July 1, 2018, employees shall receive \$50.00 per month for having an A.A./A.S. degree and an additional \$75.00 per month for having a B.A./B.S. degree if the degrees benefit the Police Department. Educational majors that are automatically considered as benefitting the Police Department are: Criminology, Computer, Business, English, Psychology, Sociology, Kinesiology, and Liberal Arts. The Liberal Arts major will only be recognized with an A.A. All other majors will be considered on a case by case basis by Human Resources.
- F. Longevity Pay: Employees who have been employed on a full time basis with the City for a continuous period of ten years shall receive a 2.5% salary increase which shall be effective on the pay period following the employee's qualifying anniversary date. Employees who have been employed on a full-time basis with the City for a continuous period of 15 years shall receive a second 2.5% salary increase which shall be effective on the pay period following the employee's qualifying anniversary date. Employees who have been employed on a full-time basis with the City for a continuous period of 20 years shall receive a third 2.5% salary increase which shall be effective on the pay period following the employee's qualifying anniversary date.
- G. POST Certification Pay: Public safety employees shall receive additional compensation for attaining POST certificates as follows:
  - a. 2.5% for Intermediate POST Certificate
  - b. 2.5% pay for Advanced POST Certificate
  - c. The maximum additional compensation for POST certificate is 5%

## ARTICLE XII - GENERAL PROVISIONS

- A. Nothing in this MOU shall abrogate any portion of any existing Agreement hiring or appointing or establishing conditions of employment for the employees of the City of Kerman. However, when in conflict this Agreement supersedes the City of Kerman Personnel Rules and Regulations.
- B. Nothing in this MOU shall be construed to deny any person or employee the rights granted by Federal and State law and/or City ordinances. The provisions of this Agreement shall be subject to all current and future applicable Federal and State laws and existing City ordinances, rules and regulations.
- C. The rights, powers and authority of the City Council in all matters, including the right to maintain any legal action, shall not be modified or restricted by this MOU.
- D. The enactment of this MOU shall not be construed as making the provision of Section 923 of the California Labor Code applicable to employees of the City.
- E. The provisions of this MOU are not intended to conflict with the provisions of Chapter 10, Division 4, Title 1 of the Government Code of the State of California (Section 3500 *et seq.*) as amended.

## ARTICLE XIII - SEVERABILITY

If any provision of this MOU, or the application of such provisions to any person or circumstance, shall be held invalid, the remainder of this MOU or the application of such provision to person or circumstances other than those as to which it is held invalid, shall not be affected thereby.

## ARTICLE XIV - PRIOR ACTIONS SUPERSEDED

This agreement is intended as a Memorandum of Understanding setting forth the full and entire agreement of the City and its employees regarding the matters covered hereby. All other prior enactments and agreements relating to the subject matter hereof are superseded and terminated in their entirety.

## ARTICLE XV – COMPENSATION STUDY

The City will undertake a Compensation Study. The City will commission a comprehensive salary survey in year one (1) of the effective date of this MOU. The salary survey will be completed and presented to the City Council and to KPOA for information in year two (2) of this MOU. Commencing in January

2024, (year 3 of this MOU), the Parties will engage in discussions regarding the salary survey. Additionally, during the term of this MOU, the City will update the KPOA on a quarterly basis of the status of the salary survey. Nothing herein mandates that the City approve any salary increases pursuant to the findings in the comprehensive salary survey. The parties will meet and confer in good faith regarding salaries for a successor MOU.

#### ARTICLE XVI - CONSOLIDATION OF MOU

The Parties affirm the continuing effectiveness of the terms and conditions of the MOU, as amended per the recitals in this MOU, except for any terms and conditions that conflict with this MOU.

The Consolidation of MOU provisions in the Prior MOUs is retained and clarified to address the merger of two prior bargaining units:

The parties agree that the Prior MOUs, have been subject to successive modifications, amendments, and supplementation. Additionally, the KPSEA and KPSSA have merged and are now part of KPOA. It is desirable and important that the Parties cooperate to create a consolidated Memorandum of Understanding. A Consolidated MOU is in the best interest of both parties as it will reconcile and harmonize language in one document.

An “MOU Consolidation Committee” comprised of City Management and KPOA representatives shall be created within sixty (60) days of the effective date of this MOU. The Committee shall make good faith efforts to meet and to create a Consolidated MOU.

#### ARTICLE XV – MODIFICATION

This memorandum of Understanding shall be effective as of July 1, 2021, and shall remain in full force and effect through June 30, 2024. During the life of this Memorandum of Understanding, should either party desire to modify its terms or to meet and confer as to matters within the scope of representation, not addressed to this Memorandum of Understanding, such party shall request in writing to meet and confer on the item, which shall be specified in writing. Meeting and conferring shall not be required on any matter preempted or specifically provided for by state or federal law, including, without limitation, the Americans with Disabilities Act. No changes in this Agreement shall be made without the mutual consent of both the Association and the City

Of Kerman, and any such changes shall be in writing and signed by both parties.

IN WITNESS WHEREOF, KPOA executed the MOU September 25, 2021, and the City executed the MOU on September 23, 2021 effective July 1, 2021 for the term of July 1, 2021 through June 30, 2024. The Parties pursuant to Article XIV now execute this Consolidated MOU as set forth below.

**KERMAN PEACE OFFICERS  
ASSOCIATION**

\_\_\_\_\_  
Brendan Barra, President  
Date: \_\_\_\_\_, 2024

**CITY OF KERMAN**

\_\_\_\_\_  
John Jansons, City Manager  
Date: \_\_\_\_\_, 2024



## STAFF REPORT

**MEETING DATE:** April 10, 2024

**PRESENTER:** Michael Barajas, Public Works Director

**SUBJECT:** Well No. 17 Emergency Water Well Repair (MB)

**RECOMMENDATION:** Council adopt Resolution ratifying award of contract to Zim Industries, Inc. for emergency repairs to Well No. 17 with Zim Industries in the amount of \$37,167.00.

### EXECUTIVE SUMMARY:

City Staff determined the need to immediately proceed with emergency repairs to Well No. 17 to maintain the City water systems. As a result, staff contracted emergency work with Zim Industries in the amount of \$37,167.00 to address the immediate needs of the City. This Resolution (Attachment A) will ratify the award of the contract for emergency work to restore the City's water system to full function and bring the expenditure into compliance with the City's Purchasing Regulations regarding emergency work.

### DISCUSSION:

During a routine inspection on Friday, March 1, 2024, City staff noticed a concerning vibration emitting from Water Well No. 17 (Well 17). To properly diagnose the situation, staff contacted Zim Industries, Inc., and was informed that the pump bowl assembly, line shaft and column pipe needed to be replaced. Due to the well failure, staff submitted a written request to the City Manager/Purchasing Officer for authorization and approval of the required emergency repairs. Additionally, the City has adopted the California Uniform Public Construction Cost Accounting Act allowing for different monetary thresholds for awarding contracts. Under KMC Section 3.20.060, "Public projects of sixty thousand dollars or less may be performed by city employees by force account, by negotiated contract, or by purchase order." Therefore, the emergency provisions under the Public Contract Code were not triggered.

While Well 17 is being repaired, the area continues to be served by adequate water pressure for fire suppression and potable water. Well 17 also serves the Double – L Mobile Home Park on Church Ave. and Floyd Ave. Given the distance from Kerman, the Park has experienced intermittent variances in their water pressure due to Well 17 being down. Completion of the work on Well 17 will restore the City's water system to full function.

Well 17 is located on the southeast quadrant of the City near Goldenrod Ave. and California Ave. This well was constructed in 2006 and is integral in contributing to the City's water supply.

**FISCAL IMPACT:**

The total estimated cost of the repairs for Well 17 is \$ 37,167.00 and is available in the Water Enterprise Fund.

**ATTACHMENTS:**

A. Resolution w/Exhibit 'A'

Attachment ‘A’

RESOLUTION NO. 24-\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
RATIFYING AWARD OF CONTRACT TO ZIM INDUSTRIES, INC. FOR EMERGENCY REPAIRS TO  
WATER WELL NO. 17**

WHEREAS, the City of Kerman experienced a water well failure in March of 2024; and

WHEREAS, it was necessary for the City to enter into emergency repair contract without the time delay of competitive bidding to maintain adequate water supply; and

WHEREAS, the City contracted with Zim Industries, Inc. to perform the necessary repairs to Water Well No. 17; and

WHEREAS, City Purchasing Regulations allow for immediate emergency contracting when needed and requires follow-up approval by City Council.

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

- Section 1.     The above recitals are true and correct and incorporated herein by reference.
  
- Section 2.     The City Council finds and determines that the above conditions existed and that it was necessary for City staff to procure emergency repairs of Well 17, and that said repairs were necessary for the City to maintain adequate water supply.
  
- Section 3.     That the action to contract emergency work as described in Exhibit “A” in the amount of \$37,167.00 is hereby ratified and approved.
  
- Section 4.     This resolution is effective upon its adoption.

The foregoing resolution was adopted by the Kerman City Council at the regularly scheduled meeting held on the 10<sup>th</sup> day of April 2024, by the following vote:

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

The foregoing resolution is hereby approved.

\_\_\_\_\_  
Maria Pacheco  
Mayor

ATTEST:

\_\_\_\_\_  
Josie Camacho  
Interim City Clerk



# City of Kerman

*"Community Comes First"*

## MEMORANDUM

**TO:** Michael Barajas, Director of Public Works  
**FROM:** John Jansons, City Manager *JJ.*  
**CC:** Josefina Alvarez, Director of Finance, Jesus Gonzalez, City Engineer  
**DATE:** March 18, 2024  
**SUBJECT:** Well # 17 – Emergency Repair Authorization

Pursuant to our conversation, please accept this memorandum as Authorization to Proceed with Emergency Repair work to Well #17.

Attached is the quotation and scope of work from ZIM Industries, Inc. In order to maintain reliable and safe potable water to the community, time is of the essence to proceed with this work.

Once you have coordinated this work with ZIM, please update my office with the start date and schedule.

Please prepare a Staff Report and Resolution for the April 10 City Council meeting when we can recommend ratification of this work under emergency contracting provisions (Attachment 2).

Let me know if you have any questions.

Thank you,  
John

Attachments - 1. ZIM Quote  
2. Purchasing Regulations Section



# ZIM INDUSTRIES, INC.

4532 E. Jefferson Ave. • Fresno, CA 93725  
Ph. (559) 834-1551 • FAX (559) 834-5156  
www.zimindustries.com

March 15, 2024

City of Kerman  
15201 W. California Ave.  
Kerman, CA 93630  
Attn: Michael Barajas

Subject: Well # 17

Zim industries, Inc. proposes to perform the following work.

|                                       |                                          |               |
|---------------------------------------|------------------------------------------|---------------|
| 1.                                    | 1 - 1 ½ x 5' S.S. Line Shaft             | \$ 375.00     |
| 2.                                    | 29 - 1 ½ x 10' S.S. line Shaft @ 525/EA. | \$ 15, 225.00 |
| 3.                                    | 1 - 10" x 10' Column Pipe T&C            | \$ 600.00     |
| 4.                                    | 1 - Complete Bowl Kit                    | \$ 890.00     |
| 5.                                    | 1 - Bowl Shaft                           | \$ 715.00     |
| 6.                                    | Rebush Stuffing Box                      | \$ 150.00     |
| Material Subtotal                     |                                          | 17, 955.00    |
| Sales Tax 8.98%                       |                                          | \$ 1, 612.36  |
| Material Total                        |                                          | \$ 19, 567.36 |
| Labor: Mob&Demob Pump Rig             |                                          | \$ 1, 800.00  |
| Pull Pump and Motor                   |                                          | \$ 6, 500.00  |
| Disassemble and Reassemble Bowl ASSY. |                                          | \$ 1, 00.00   |
| Mob&Mob Pump and Motor Equipment      |                                          | \$ 1, 800.00  |
| Reinstall Pump and Motor              |                                          | \$ 6, 500.00  |
| Total                                 |                                          | \$ 37, 167.00 |

Sincerely Submitted,  
D.C. Ogan III  
Zim Industries, Inc.

[RETURN TO TABLE OF CONTENTS](#)

- A. Except as otherwise provided by law, the following purchases of services, supplies, and equipment shall be negotiated contract without requiring a bidding process:
1. Contracts for professional services, including but not necessarily limited to contracts with accountants, auditors, attorneys, plan checkers, inspectors, surveyors, architects, engineers, CEQA consultants, information system consultants, financial consultants, election services consultants, public relations consultants and related activities, negotiation for or acquisition of land, insurance, bonds, and other similar contracts, subject to the requirements in Sections 4526 through 4529.5 and Section 37103 of the Government Code.
  2. Contracts where a commodity or service is offered by only one vendor, or when only one vendor is able to supply a commodity within the time frame or under terms and conditions that reasonably meet the needs of the City (sole source).
  3. Contracts where the purchase is procured pursuant to a competitively bid contract awarded by another public entity.
  4. Where the services, supplies, and equipment are procured under a contract set forth on the California multiple award schedules (CMAS). Contracts under this exemption must be approved by the City Council upon a finding that the proposed contract offers the best pricing. Whenever possible, the proposed contract should be based on at least three bids. City's agents shall attempt to negotiate a lower price from the CMAS contractor(s) whenever possible.
  5. The day-to-day operation of the City's self-insurance, or insurance retention programs are exempt from these requirements, when performed in cooperation with the City's risk manager.
  6. Other exceptions authorized by law.

#### Emergency contracting and purchases.

- A. In cases of emergency when repair or replacements are necessary, the City Council may proceed at once to replace or repair any public facility without adopting plans, specifications, strain sheets, or working details, or giving notice for bids to let contracts. The work may be done by day labor under the direction of the City Council, by contractor, or by a combination of the two.
- B. In case of emergency, if notice for bids to let contracts will not be given, the City shall comply with Chapter 2.5 of the Public Contract Code, commencing with Section 22050.
- C. In emergency situations to preserve life, health, or property, the appropriate requesting department may dispense with obtaining quotes/bids/proposals to obtain materials/services necessary in dealing with the emergency. The requesting department shall submit a written request to the Purchasing Officer and City Manager for review and approval. If the purchase exceeds \$10,000.01, the requesting department head shall prepare an agenda report to the City Council explaining the emergency and the items purchased at the next regularly scheduled City Council meeting. Emergency procurements should be made only to preserve life, health, or property:
  - Upon a natural disaster
  - To correct or forestall a shutdown
  - To maintain essential public services
  - Other unforeseeable events

Attachment 'B'

Map / Location of Well No. 17





## STAFF REPORT

**MEETING DATE:** April 10, 2024

**PRESENTER:** Theresa Johnson, Community Services Director

**SUBJECT:** Community Organization Grant Program Application – S.B.F. Kerman Portuguese Hall (TJ)

**RECOMMENDATION:** Council by motion adopt resolution approving up to \$1,000 to the S.B.F. Kerman Portuguese Hall to Defray City-Related Costs for the 2024 Portuguese Parade.

### EXECUTIVE SUMMARY:

The S.B.F. Kerman Portuguese Hall submitted a Community Organization Grant Program application requesting an in-kind donation for the approximate cost of City personnel from the Police and Public Works departments to assist with traffic control for the annual Portuguese Parade to be held on Sunday, May 12, 2024. The application was reviewed by the Ad hoc committee consisting of interim City Clerk, Josie Camacho, the Community Services Director, Theresa Johnson and City Manager, John Jansons. It was determined that the S.B.F. Kerman Portuguese Hall application adheres to following criteria:

- Benefit the City of Kerman residents and businesses.
- Applicant successfully explained how the proposed program/project will serve the City of Kerman residents.
- S.B.F. Kerman operates as a registered 501(c) (3) non-profit
- Event is held within Kerman City limits and is open to the public.
- Serves a charitable, cultural, or educational purpose.
- Grant funds are being requested to comply with applicable permits and regulations.

Bases on these criteria the Ad hoc committee is recommending approval of the S.B.F. Kerman Portuguese Hall Community Organization Grant application.

In 2023 City Council approved a similar request in the amount of \$1,000.00 for personnel and permitting requirements for the parade.

### FISCAL IMPACT:

Approximately \$1,000.00 from the Community, Employee and Public Relations Account will be transferred to the respective department budgets.

### ATTACHMENTS:

- A. Resolution w/Community Organization Grant Program Application – S.B.F. Kerman Portuguese Hall

Attachment ‘B’

**RESOLUTION NO: 24-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
APPROVING UP TO \$1,000 TO THE S.B.F. KERMAN PORTUGUESE HALL TO DEFRAY  
CITY-RELATED COSTS FOR THE 2024 PORTUGUESE PARADE**

WHEREAS, on December 13, 2023, the City Council of the City of Kerman adopted Resolution No. \_\_ establishing the Community Organization Grant Program for the permissible use of the Community Services Account; and

WHEREAS, the City Council has an established Community, Employee, and Public Relations Account that designates funds for the fiscal year; and

WHEREAS, at April 10, 2024, Council meeting; the S.B.F. Kerman Portuguese Community Grant Program Application has met the criteria for financial assistance.

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

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

Section 2. The Council approves a grant of up to \$1,000 to the S.B.F. Kerman Portuguese Hall to defray the cost of city permits and city staffing for the Annual Portuguese Parade.

Section 3. Staff is authorized to transfer the funds from the Community, Employee, and Public Relations Account to the respective departments.

Section 4. This Resolution is effective upon adoption.

The foregoing resolution was adopted by the Kerman City Council at a regular meeting held on the 10th day of April, 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

\_\_\_\_\_  
Maria Pacheco  
Mayor

ATTEST:

\_\_\_\_\_  
Josie Camacho  
Interim City Clerk



## COMMUNITY ORGANIZATION GRANT PROGRAM APPLICATION

2024 Fiscal Cycle

Please print or type and attach additional paper if needed.

DUE ON OR BEFORE 5:00 P.M. on FEBRUARY 28

|                                                                                                                                                                                                                                                         |                                        |                                  |                                                |                                |  |
|---------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|----------------------------------------|----------------------------------|------------------------------------------------|--------------------------------|--|
| <b>1. GENERAL INFORMATION</b>                                                                                                                                                                                                                           |                                        |                                  |                                                | Date: <u>4-1-2024</u>          |  |
| Applicant: <u>Kerman S.B.F.</u>                                                                                                                                                                                                                         |                                        |                                  |                                                |                                |  |
| Type of Applicant:                                                                                                                                                                                                                                      | Public Agency <input type="checkbox"/> | Private <input type="checkbox"/> | Non-Profit <input checked="" type="checkbox"/> | Other <input type="checkbox"/> |  |
| Contact Person: <u>Rhonda Tate</u>                                                                                                                                                                                                                      |                                        |                                  | Title: <u>member</u>                           |                                |  |
| Address: <u>4110 N. Sycamore Ave</u>                                                                                                                                                                                                                    |                                        |                                  | City, Zip Code: <u>Kerman CA</u>               |                                |  |
| Phone: <u>559-567-6143</u>                                                                                                                                                                                                                              |                                        |                                  | Email: <u>rhodaracere@gmail.com</u>            |                                |  |
| Agency website:                                                                                                                                                                                                                                         |                                        |                                  |                                                |                                |  |
| Geographical area(s) the organization serves:<br><u>Kerman</u>                                                                                                                                                                                          |                                        |                                  |                                                |                                |  |
| Provide a description of the organization and its general functions:<br><u>To celebrate annually the feast of the Holy Ghost according to the Portuguese tradition. Also for social entertainment, improvement, and benefits derived by its members</u> |                                        |                                  |                                                |                                |  |
| What is your agency's budget for the current fiscal year?                                                                                                                                                                                               |                                        |                                  |                                                | \$ <u>N/A</u>                  |  |
| I have received a copy of the Kerman Community Organization Grant Program Policy.                                                                                                                                                                       |                                        |                                  |                                                | Initial <u>RT</u>              |  |

I affirm that I am authorized by the organization to make this request and that the answers in this application are completely truthful and that the City may rely without hesitation on my answers?

Signature: Rhonda Tate Date: 4-1-2024

Print Name, Position: Rhonda Tate Board Member of Hall of Directors

**2. PROGRAM DESCRIPTION**

Please indicate the type of funding request: *Parade route to St. Patricks church and back*

Special Event ☒

Program/Project \_\_\_\_\_

Facility Fees \_\_\_\_\_

Name the program or project for which you are requesting funding:

*Kerman Portuguese Celebration* *Sunday 5/12, 2024*

Amount of Funding Requested: \$ \_\_\_\_\_ *not sure of the cost*

Is this a new or existing program?

New \_\_\_\_\_

Existing ☒

Provide a detailed description of the proposed program/project explaining what is to be accomplished with the requested funds.

Identify and describe the target population.

*local community and surrounding Portuguese communities*

How will this program/project be promoted among the target population?

*Thru social media, mail, & newspaper*

Identify the facility at which the proposed program/project will take place, including hours and days.

*Portuguese Hall - Kerman  
St. Patricks Catholic church*

**3. PROGRAM FINANCIAL INFORMATION**

List the year(s), and amount(s) of past funding the program/project has received from the City of Kerman: *2003, 2004 - about 100 years*

*we have never paid.*

List funding the program receives from other sources, including any other applied City non-profit rates.

*N/A*

Supply the following information regarding funding the specific program/project you are proposing. For City if funding is awarded what category, would requested funds cover?

*The labor & cost of help w/ the parade route*

| Expenses                        |              | Revenues      |           |
|---------------------------------|--------------|---------------|-----------|
| Categories                      | Expenditures | Other Sources | From City |
| Salaries and Benefits           | N/A          |               |           |
| Supplies                        | N/A          |               |           |
| Rent                            | N/A          |               |           |
| Communications (phone, postage) | N/A          |               |           |
| Travel Expenses                 | N/A          |               |           |
| Insurance                       | N/A          |               |           |
| Other                           |              |               |           |
| Total Budget:                   |              |               |           |

|                                                             |                |
|-------------------------------------------------------------|----------------|
| <b>4. ATTACHMENTS</b>                                       |                |
| Please attach the following with your application:          | ✓              |
| Evidence of non-profit status 501c (3)                      | ✓              |
| Copy of Bylaws                                              | ✓              |
| Evidence of Liability Insurance; amount of \$1,000,000      | Been turned in |
| Evidence of Worker's Compensation Insurance (if applicable) |                |
| Board of Directors roster/stipend/amount                    | N/A            |
| Copy of the agency's most recent total budget               | N/A            |

Funding for the City's Community Organization Grant Program is limited and some applications, while worthy, may not be funded due to limited resources.

Deadline for current fiscal year funding requests is February 28, 5:00 p.m.

Incomplete applications or ones not submitted by the deadline will not be considered during this year's grant review process.

**SUBMIT ORIGINAL APPLICATION WITH ATTACHMENTS TO:**

Attention: City Clerk  
Kerman City Hall  
850 S. Madera Ave.  
Kerman, CA 93630

INTERNAL REVENUE SERVICE  
P. O. BOX 2508  
CINCINNATI, OH 45201

## DEPARTMENT OF THE TREASURY

Date: NOV 21 2019

SOCIADADE BOA FE  
C/O JOE PORTO  
PO BOX 23 149 W C ST  
KERMEN, CA 93630

Employer Identification Number:  
23-7187295  
DLN:  
29053231329039  
Contact Person: MS. FOUNTAIN ID# 32066  
Contact Telephone Number:  
(877) 829-5500  
Accounting Period Ending:  
December 31  
Form 990-PF Required:  
Yes  
Effective Date of Exemption:  
August 12, 2019  
Addendum Applies:  
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

We further determined you qualify as a private operating foundation under IRC Section 4942(j)(3). We'll treat you as a private operating foundation as long as you continue to meet the requirements of Section 4942(j)(3).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to [www.irs.gov/charities](http://www.irs.gov/charities). Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 1076

AMENDED BY-LAWS  
OF  
SOCIADADE BOA FE

The name of this Corporation shall be SOCIADADE BOA FE. (It being understood that the more proper Portuguese spelling of the same should be "Sociedade").

ARTICLE I  
Corporate Seal

The Corporate Seal shall consist of a circle, having on its circumference the words "SOCIADADE BOA FE," Kerman, California, Incorporated, November 3rd, 1922.

ARTICLE II  
Purposes

The purpose of said Corporation shall be, among other things:

- (a) To celebrate annually the feast of the "Holy Ghost," according to the Portuguese tradition.
- (b) Also, for the social entertainment, improvement and benefits to be derived by its members.

Section 1:

Said Corporation may, for such proposes, acquire property, both real and personal, erect buildings and furnish same, including the purchase, holding, sale, leasing, conveying and mortgaging of property, if necessary.

ARTICE III  
Members

Said Corporation shall be composed of unlimited number of members of both sexes and of good moral character. These members shall be grouped into two classes or categories, to wit:

- (a) Regular members;
- (b) Social members.

Section 1:

All persons of Portuguese descent shall qualify as regular members, provided that they are of voting age and are duly registered in the membership book of said Corporation. Any regular member in good standing shall be qualified to attend all official meetings of said Corporation, to hold office and to cast his vote at all times.

Section 2:

Relatives and friends of regular members, whose ancestry is other than Portuguese, may be admitted as social members. Any social member of good moral character shall qualify to head any social committee, provided that he or she was duly elected or appointed to said committee.

Section 3:

Only Catholic members of Portuguese descent shall qualify to hold the office of President, Vice-President, Secretary, and Treasurer of a Holy Ghost Celebration Committee.

ARTICLE IV  
Corporate Powers

All corporate powers shall be vested in a Board of Directors, who must be members of said corporation, and shall have full power to act in all matters concerning said Corporation, with the exception in the sale or encumbrances of property of said Corporation, or the purchase of property for said Corporation, in which case it shall be necessary that a majority vote of all members present at any meeting shall be necessary with regards to the sale or encumbrance of property by said Corporation, or in the purchase of property by said Corporation, and the Board of Directors cannot act with regard to the same, unless a motion has been passed by majority of the members present; all Directors must be regular members.

ARTICLE V  
Directors

Section 1. Number of Directors:

The corporate powers, business and property of said Corporation shall be exercised, conducted, and controlled by a Board of Directors of seventeen (17) members, the majority of which must reside and list their permanent address in that area of the County of Fresno, California. No meeting may be hold without a QUORUM. A QUORUM is herein defined as a MAJORITY of the Directors of said Corporation.

## Section 2. Election of Directors:

Directors shall be elected to a three (3) year term on a rotating basis (i.e. Six Directors elected in Year One; Six Directors elected in Year Two; Five Directors elected in Year Three). On the first Sunday of March of each year, an election shall be conducted by secret ballot. The members of the Corporation shall be entitled to nominate any member for election and those members so nominated receiving the greatest number of votes, subject to the number of available Director positions in that particular year, shall be elected as Directors.

Should the members fail to elect Directors as herein mentioned, on the dates herein specified of any year, then and in that event Directors may be elected on any other date thereafter, at any meeting called for that purpose, and Directors elected at any meeting, other than on the date of the annual meeting as herein specified, shall hold office until the next annual meeting, or until the election of their successors.

## Section 3. Vacancies:

Vacancies in the Board of Directors, other than by expiration of term, shall be filled by the other Directors in office, and such persons shall hold office until the election of their successors by the members.

## Section 4. First meeting of Directors:

Immediately after each election of Directors, the Directors shall hold a regular meeting and organize by the election of a President, Vice-President, Secretary and Treasurer, or Secretary-Treasurer, and/or any or all other officers, agents or employees of the Corporation and transact any other business.

The Board of Directors may also select one or more Banks to act as depository of the moneys of the Corporation, and may determine the form of checks and the person or persons by whom same shall be signed, with power to change such Banks and the person or persons signing said checks. Notice of such meeting is hereby dispensed with.

## Section 5. Regular Meetings:

In addition to the regular meeting mentioned in Section 4 above, regular meetings of the Board of Directors may be held at such time and place as the Directors may determine, and upon written notice of such meeting to the members of the Board.

## Section 6. Special meetings:

Special meeting of the Board of Directors shall be held whenever called by the President, or by a majority of the Directors, and any and all business may be transacted at a special meeting. All members of the Board shall be notified in writing at least five (5) days before any such special meeting.

**ARTICLE: VI**  
**By- Laws**

The By-Laws of the Corporation shall be, at all times, in the possession of the Directors, and may be altered or amended at any annual meeting of the members, or any other meeting of the members called for that purpose by the Directors. These By-Laws may be altered or amended by a majority vote of all its members, or by the written assent of a majority of its members. Any and all proposed amendments, or amendment, must be in writing and it shall be necessary to notify all members of the Corporation in writing at least two (2) weeks before any meeting held for the purpose of amending, altering or repealing said By-Laws, unless it be at a regular annual meeting of the members; provided the majority thereof shall be from the Kerman area.

**ARTICLE VII**  
**Power of Directors**

The Directors shall have power:

1. To call special meetings of the members of the Corporation at any time, upon the written request of ten (10) members of said Corporation.
2. To appoint and remove officers, fix their duties and compensations, and require of them security for faithful service.
3. To manage the business of the Corporation; to make for it the rules and regulations, not inconsistent with the By-Laws of the laws of the State of California.
4. To remove any Directors at any regular or special meeting of the Directors, providing there is a two-third vote of the Directors for such removal.

**ARTICLE VIII**  
**Duties of Directors**

The Board of Directors shall:

1. Cause to be kept a record of its meetings, and the proceeding of its members, and cause a full statement at the regular annual meeting to be made in writing, showing in detail the assets and liabilities of the Corporation, and generally the condition of its affairs;
2. To supervise all officers, agents and employees of said Corporation, and see that their duties are properly performed.

ARTICLE IX  
Officers

The officers shall be a President, Vice-President, Secretary and Treasurer, to be elected by and hold office at the pleasure of the Board of Directors, and must be a Director. The compensation and tenure of office of all officers (other than Directors) shall be fixed by said Directors. The same individual may hold the office of Secretary and Treasurer, or Vice-President and Treasurer, if the Board of Directors shall so elect.

ARTICLE X  
President

It shall be the duty of the President to preside at all meetings of said Corporation and of the Directors, and if at any time the President is unable to act, the Vice-President shall perform his duties; and if the Vice-President is unable to act, then any other member of the Board of Directors shall be qualified to act in his place.

ARTICLE XI  
Secretary

It shall be the duty of the Secretary:

1. To keep a record of the proceedings of the Board of Directors and all other meetings of said Corporation;
2. To keep the corporate seal and the books of said Corporation, and shall affix the seal to all papers requiring a seal, and discharge such other duties as pertain to his office as are prescribed by the Board of Directors.
3. To serve all notices required, either by law or by the By-Laws of the Corporation, and in case of his absence, inability, refusal or neglect so to do, then such notices may be served by any person thereunto directed by the President or Vice-President of the Corporation.

ARTICLE XII  
Treasurer

The Treasurer shall receive and keep all the funds of the Corporation, keep proper account books of said Corporation, and sign all checks issued by the Corporation.

ARTICLE XIII  
Books and Papers

All the books and papers of said Corporation shall be open for inspection at any time to the Board of Directors, or any member of the Corporation.

KNOW ALL PERSONS BY THESE PRESENTS, that we, the undersigned, being Directors of the Sociadade Boa Fe, hereby assent to the foregoing Amended By-Laws, and adopt the same as the Amended By-Laws of the said Corporation.

IN WITNESS WHEREOF, we have hereunto subscribed our names, this 4<sup>th</sup> day of March, 2012.

~~John M. ...~~  
Rosemary Burrows  
~~John ...~~  
Joy Porto  
Louise ...  
Lamara ...  
Lenny Silveira  
~~...~~

Rhonda Tate  
~~...~~  
Con Carvalho  
Melanie ...  
...  
...  
Manuel Rodriguez



## STAFF REPORT

**MEETING DATE:** April 10, 2024

**PRESENTER:** Theresa Johnson, Community Services Director

**SUBJECT:** Approval of Independent Instructor Agreement with Luisa Aguirre to instruct fee-based Zumba classes for the Parks, Recreation and Community Services Department (TJ)

**RECOMMENDATION:** Council by motion adopt resolution approving Independent Instructor Agreement with Luisa Aguirre to instruct fee-based Zumba classes and authorizing City Manager to execute contract.

**EXECUTIVE SUMMARY:**

On March 25, 2024 staff met with Zumba Instructor Luisa Aguirre to discuss the terms of her Independent Instructor Agreement with the City of Kerman. Ms. Aguirre has been with the City as the contract Zumba instructor since November 7, 2017. Ms. Aguirre currently teaches 5 classes at the Kerman Community Center. She is licensed in Zumba and Zumba Strong through Zumba and the ZIN network.

At the January 16, 2024, Parks, Recreation and Community Services Commission meeting participants of the Zumba class expressed concerns during the public comment portion of the agenda. Their primary concern was regarding the percentage of class fees that are paid to the instructor and the possibility of raising this percentage to increase her pay. City staff evaluated this request with Ms. Aguirre and has agreed to increase her compensation from the current 70/30 split to an 80/20 split of registration fees collected.

Ms. Aguirre accepted the terms presented in the Independent Instructor Agreement and requested staff to proceed with Council approval.

**FISCAL IMPACT:**

Instructor compensation will be paid each month for 80% of the registration fees collected.

**ATTACHMENTS:**

A. Resolution w/Independent Instructor Agreement

Attachment 'A'

**RESOLUTION NO. 24-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
APPROVING INDEPENDENT INSTRUCTOR AGREEMENT WITH INSTRUCTOR  
LUISA AGUIRRE AND AUTHORIZING CITY MANAGER TO EXECUTE**

WHEREAS, the City of Kerman Parks, Recreation, and Community Services Department provides programs, classes, and events to participants of all ages at the Kerman Community/Teen Center; and

WHEREAS, Instructor Luisa Aguirre provides instruction for Zumba classes offered through the Parks, Recreation, and Community Services Department; and

WHEREAS, the City of Kerman conducted a review of the current Independent Instructor Agreement to review terms and increase instructor compensation; and

WHEREAS, the City Council of the City of Kerman wishes to enter into a new agreement with the Zumba Instructor Luisa Aguirre.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY RESOLVES as follows:

1. The foregoing recitals are true and correct and incorporated by reference.
2. The Council approves the Independent Instructor Agreement with Luisa Aguirre and authorizes the City Manager to execute the agreement and all necessary supporting documents.
3. This resolution is effective upon adoption.

The foregoing resolution was adopted by Kerman City Council at a regularly scheduled meeting held on the 10<sup>th</sup> day of April 2024, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

\_\_\_\_\_  
Maria Pacheco  
Mayor

\_\_\_\_\_  
Josie Camacho  
Interim City Clerk



Attachment 'B'

City of Kerman  
850 S. Madera Ave  
Kerman, CA 93630  
559/846-9328

[www.cityofkerman.org](http://www.cityofkerman.org)

**INDEPENDENT INSTRUCTOR AGREEMENT**

Instructor: Luisa Aguirre  
Mailing Address: 534 S. 17<sup>th</sup> Street  
City, Zip Code: Kerman, CA 93630  
Work Phone: 626-264-3983  
Other Phone:

Class Title: Exercise Class - Zumba

This Agreement is entered into on **April 10, 2024**, by the City of Kerman, hereinafter referred to as "City" and, Luisa Aguirre, hereinafter referred to as "Instructor". Both parties hereto agree as follows:

1. City is responsible managing all aspects of Zumba classes including scheduling the class in the Community Center, marketing, and registration.
2. City retains Instructor as independent Instructor to conduct City-scheduled Zumba classes.
3. Instructor shall maintain the premises in a neat, clean and sanitary condition. Instructor shall not make any alterations to the facility, either temporary or permanent, without the prior written approval of the City.
4. Instructor shall conduct said class as indicated per this Agreement. Any deviation must be approved by the Parks & Recreation Department Director prior to initiation.
5. Instructor agrees to conduct the class with a minimum of 5 students up to a maximum of students the facility can accommodate. Instructor may have the option of conducting said class with less than the minimum number of student. Instructor is required to hold the first class meeting regardless of the number of pre-registrations; determination on class cancellation will be made by City after the first class meeting.
6. Instructor shall be responsible for the following:
  - Provide quality instruction and class content for classes held on Tuesdays and Thursdays from 7:00 to 8:00 PM at the Kerman Community Center

- Class is to be conducted in a safe manner with all students being treated with respect.
  - Be punctual and well prepared for all class session scheduled.
  - Conduct yourself appropriately and respectfully with the public.
  - Communicate with the Recreation Coordinator/Director regarding any problems or conflicts.
  - Provide all necessary supplies/material needed to conduct the class.
  - Clean and secure the facility with City Staff prior to departure.
  - Obtain a City of Kerman Business License
7. Compliance with Public Resource Code, Section 5164: a. In the event and to the extent the Contactor and/or his/her employees shall have supervisory or disciplinary authority over any minor or as part of the services to be performed hereunder, compliance with the following requirements must be met:
- a. Instructor must comply with Public Resources Code, Section 5164, namely, undergo a criminal background check before the effective date of this Agreement.
  - b. Evidence of compliance shall be presented to the City, before this contract is signed by the City, for the Instructor and all current employees.
  - c. "Evidence of Compliance" under terms of this paragraph means that the result of the criminal background search method listed below reveals no convictions for the offenses listed in the Public Resources Code, Section 5164. The Instructor shall present to the City each person to be checked, who shall submit to fingerprinting Pursuant to Section 11105.3 of the Penal Code. Based upon said information, the City shall conduct a criminal background investigation of the Instructor or any of his/her employees performing hereunder. The Instructor shall pay to the City all costs the City incurs in performing said background investigation. Said payment shall be tendered to the City prior to the Instructor or any of his/her employees commencing performance hereunder.
  - d. Failure of the Instructor to comply with the provisions of this paragraph shall be grounds for immediate cancellation termination of this contract by the City of Kerman.
8. Term of Agreement: This Agreement shall take effect **on April 10, 2024**, and shall continue until **December 31, 2024**, unless cancelled per Sections 5 and 15 of this Agreement or terminated per Section. The City may terminate this Agreement if Instructor fails to fulfill requirements under this Agreement. By mutual agreement of City and Instructor, this Agreement may be extended. Conditions and fees may be negotiated at time of extension.

9. Standard of Performance: Instructor shall perform all work at the standard of care and skill ordinarily exercised by members of the profession under similar conditions. It is understood and agreed that Instructor has the professional skill, experience and knowledge necessary to perform the work agreed to be performed under this Agreement that City relies upon the professional skills of Instructor to do and perform Instructor's work in a skillful and professional manner, and Instructor thus agrees to so perform the work. It is further understood and agreed that Instructor is apprised of the scope of the work to be performed under this Agreement and Instructor agrees that said work can and shall be performed in a fully competent manner.
10. City shall be responsible for the following:
  - a. Instructor compensation will be paid each month in the amount of 80% of the registration fees collected.
  - b. Class registrations will be handled using city-approved software (Rec1). Registrations can be received either online or in person (walk-in). Registration and waiver forms will be provided.
  - c. Instructor shall receive a roster of participants registered a minimum of once monthly. Updated rosters may be provided as new participants register for class as needed.
  - d. City shall conduct marketing of program/class. Marketing materials shall include printable media (i.e. flyers and recreation program guides), social media (i.e. City website, Facebook), and email.
11. Insurance: For activities categorized medium risk or higher, \$1,000,000 liability insurance is required. A certificate of insurance and an endorsement to your policy, naming the City of Kerman as additional insured, is needed prior to your first class meeting or your class will be cancelled.
12. Instructor, in the conduct of the services contemplated hereunder, shall abide by all laws, City ordinances and general rules and regulations relating to all activities contemplated hereby.
13. Both parties hereto in the performance of the agreement will be acting in an independent capacity, and not as officers, agents, employees, partners or joint ventures of one another. In the furnishing of the services provided for herein, Instructor is acting solely as an independent contractor. Neither Instructor, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Instructor will perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that Instructor is performing its obligations in accordance with the terms and conditions thereof.
14. Instructor shall indemnify, defend and hold City and its officers, officials, employees, agents and volunteers harmless from and against any and all liability (direct or indirect) including any and all costs and expenses in connection herein, claims, suits, actions,

damages and causes of action arising out of the work of the instructor, including, but not limited to, any personal injury, bodily injury, loss of life, or damage to property, or any violation of any federal, state or municipal law or ordinance, or other cause in connection with the negligent or intentional acts or omissions of Instructor, its employees, sub-Instructors, or agents, or on Account of the performance or character of this work, except for any such claim arising solely out of the active negligence, sole negligence, or willful misconduct of the City, its officers, employees, agents or volunteers, in performing the work set forth in this Agreement.

- 15. Instructor understands that City reserves the right to cancel this Agreement at any time should the need arise to cancel classes for any reason, including, but not limited to, insufficient numbers of participants or unavailability of facilities. In such circumstances, City shall not be liable for compensation or damage to the Instructor for the remainder of this agreement.
- 16. This Agreement shall be terminated at the discretion of the City should the Instructor fail to fulfill requirements as specified herein.

This agreement is effective as of date specified above, provided signatures appear below for both the City and the Instructor.

CITY OF KERMAN

\_\_\_\_\_  
John Jansons, City Manager

DATE: \_\_\_\_\_

INSTRUCTOR

\_\_\_\_\_  
Luisa Aguirre, Zumba Instructor

DATE: \_\_\_\_\_