



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, October 25, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome – Mayor
- B. Call to Order
- 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 - October 11, 2023 (MR)

RECOMMENDATION: Council approve minutes as presented.

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

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

RECOMMENDATION: Council approve payroll as presented.

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

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

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

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

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

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

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

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

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

RECOMMENDATION: Council by motion:

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

6. PUBLIC HEARINGS

None.

7. DEPARTMENT REPORTS

A. **SUBJECT:** Water, Wastewater and Storm Drain Rate Study 2023 Final Report and Initiation of Proposition 218 Process (JA)

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

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

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

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 agendaized and which meet other requirements for action.)

10. CLOSED SESSION

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

11. ADJOURNMENT

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

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

AGENDA POSTING CERTIFICATION

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

Date: October 19, 2023 /s/ Marci Reyes, City Clerk



CITY COUNCIL REGULAR MEETING MINUTES

Wednesday, October 11, 2023 at 6:00 PM

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

1. OPENING CEREMONIES

- A. Welcome – Mayor
- B. Call to Order - **6:03 p.m.**
- C. Roll Call

PRESENT: Mayor Maria Pacheco, Council Member Gary Yep, Mayor Pro Tem Bill Nijjer, Council Member Jennifer Coleman

ABSENT: Council Member Ismael Herrera

- D. Invocation - **Pete Barrios Jr.**
- E. Pledge of Allegiance – **Performed**

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

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

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Breast Cancer Awareness Month (JJ) - **Presented**
- B. Code Enforcement Officer Appreciation Week (JRO) – **Presented**

4. REQUEST TO ADDRESS COUNCIL – None

5. CONSENT CALENDAR

Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer.

Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman

- A. **MINUTES:** September 27, 2023, Special Called and Regular Meeting

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll (JA)

09/03/23 - 09/16/23: \$178,469.66; Retro Pay & Other: \$610.25; Overtime: \$18,586.34; Standby: \$1,434.98; Comp Time Earned: 86.25

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants (JA)

1. Nos. 27656-27747 \$744,886.57 ACH \$84,402.91

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

D. SUBJECT: Approving 2023-2024 Adult Compliance Team Agreement to Participate with Fresno County (SW)

RECOMMENDATION: Council by motion to adopt resolution approving 2023-2024 Adult Compliance Team Agreement with County of Fresno. **Res 23-82**

E. SUBJECT: Proposed Easement for Public Utility Line at Kerckhoff Park (TJ)

RECOMMENDATION: Council by motion adopt resolution approving Grant of Easement Deed for public utilities to Pacific Gas & Electric Company through a portion of Kerckhoff Park (APN 023-360-04) and authorize City Manager to execute. **Res 23-83**

6. PUBLIC HEARINGS - None**7. DEPARTMENT REPORTS****A. SUBJECT: Study Session - Water, Wastewater and Storm Drain Rate Study 2023 Draft Report**

RECOMMENDATION: Council receive Water, Wastewater and Storm Drain Rate Study 2023 Draft Report and presentation, discuss, receive public input, and provide direction to staff.

Presented

B. SUBJECT: Ordinance Relating to City of Kerman Boards and Commissions (HCM)

RECOMMENDATIONS: Staff recommends the City Council:

1. Waive full reading and introduce Ordinance Adding Chapter 2.26 to Title 2 of the Kerman Municipal Code Relating to City Boards and Commissions, repealing Chapters 2.28 and 2.32, and Adding New Chapters 2.28, 2.32, and 2.34 related to Planning Commission; Parks, Recreation, and Community Services Commission; and Sales Tax Oversight Committee.
2. Repeal Resolution Nos. 19-16 and 22-61 relating to the Sales Tax Oversight Committee

Motion made by Mayor Pro Tem Nijjer, Seconded by Council Member Coleman. Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman
Res 23-84

C. SUBJECT: Requested Proclamations for November 2023 (JJ)

RECOMMENDATION: Council consider requested proclamations and approve issuance on November 8, 2023.

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

D. SUBJECT: Consideration of Rescheduling or Canceling the Regularly Scheduled Council Meetings on November 22, and December 27, 2023 (MR)

RECOMMENDATION: Council by motion consider the following:

1. Cancel the November 22, 2023, meeting due to Thanksgiving holiday; or reschedule to alternate date;
2. Cancel the December 27, 2023, meeting due to the Christmas Holiday; or reschedule to alternate date.

Approved to cancel, November 22, 2023, and December 27, 2023 regular meetings due to holidays. Motion made by Council Member Yep, Seconded by Mayor Pro Tem Nijjer. Voting Yea: Mayor Pacheco, Council Member Yep, Mayor Pro Tem Nijjer, Council Member Coleman

8. CITY MANAGER/STAFF COMMUNICATIONS

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

10. CLOSED SESSION

7:30 p.m. recess

8:04 p.m. reconvene - No reportable action. Item 10 A. held (4-0-1) Item 10 B. Continued.

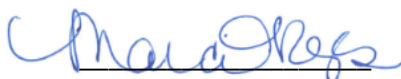
- A. Government Code Section 54957.6
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- B. Government Code Section 54957.6
CONFERENCE WITH LABOR NEGOTIATORS
Agency Designated Representatives: City Manager
Employee Organization: Kerman Police Officers Association

11. ADJOURNMENT - 8:05 p.m.

MINUTES CERTIFICATION

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

Date: October 12, 2023


Marci Reyes, City Clerk

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: September 17, 2023 - September 30, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS	COMP TIME
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT	SALARY	EARNED
ADMINISTRATION										
Alvarez, Josefina	\$ 3,748.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,748.31	0.00
Camacho, Josie	\$ 2,576.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,576.92	1.50
Cheema, Akayla	\$ 2,663.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,663.08	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
Linares, Vanessa	\$ 1,793.69	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,793.69	0.75
Lopez, Jacqueline	\$ 2,386.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,386.77	0.00
Mendoza Hernandez, Ariana	\$ 1,972.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,972.77	6.00
Mendoza, Gabriela	\$ 2,169.85	\$ 610.78	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,780.63	0.00
Reyes, Marcia	\$ 3,853.38	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,853.38	0.00
Sandoval, Veronica	\$ 1,604.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,604.00	0.00
TOTAL	\$33,422.47	\$ 610.78	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 34,033.25	8.25
REC/SOCIAL										
Acosta-Parra, Melany	\$ 77.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 77.50	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	\$ 288.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 288.00	0.00
Barrett, Shannon	\$ 1,720.15	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,720.15	0.00
Beltran, Isabelle	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Brar, Manreet	\$ 116.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 116.25	0.00
Burdine-Slaven, Jeanna	\$ 2,304.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,304.92	0.00
Chouhan, Arnoop	\$ 23.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 23.25	0.00
Chouhan, Gurnoor	\$ 23.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 23.25	0.00
Cruz Paramo, Xitlali	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Escamilla, Paloma	\$ 62.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 62.00	0.00
Flores, Haley	\$ 903.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 903.00	0.00
Garcia, Anthony	\$ 1,475.08	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,475.08	0.00
Gonzalez Corrales, Aleena	\$ 108.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 108.50	1.50
Hurlbert, Ronald	\$ 418.50	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 418.50	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
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
Martinez, Aylah	\$ 684.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 684.75	0.00
Martinez, Jeness	\$ 161.20	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 161.20	0.00
Naranjo, Alexander	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Nazaroff, Rebekah	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Negrete, Dean	\$ 1,626.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,626.00	0.00
Pena, Alexis	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Pena, Mercedes	\$ -	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ -	0.00
Ruiz, Rosalba	\$ 627.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 627.00	0.00
Salvador, Mark	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Sidhu, Nirmal	\$ 2,106.14	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,106.14	0.00
Silva, Jessica	\$ 426.25	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 426.25	0.00
Tovar, Jessica	\$ 279.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 279.00	0.00
Villarreal, Arlene	\$ 2,197.75	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,197.75	0.00
TOTAL	\$22,969.93	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 22,969.93	1.50

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: September 17, 2023 - September 30, 2023

EMPLOYEE	SALARY	RETRO PAY	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
		& Other	HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<u>POLICE</u>										
Antuna, Miguel	\$ 2,781.91	\$ -	24.00	\$ 1,192.25	0.00	\$ -	0.00	\$ -	\$ 3,974.16	0.00
Arciga, Jose	\$ 2,878.88	\$ -	12.00	\$ 611.55	0.00	\$ -	0.00	\$ -	\$ 3,490.42	34.50
Barbosa, Isaias	\$ 3,000.10	\$ -	4.50	\$ 239.07	0.00	\$ -	0.00	\$ -	\$ 3,239.18	0.00
Barcoma, Wilbert	\$ 4,746.47	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 4,746.47	0.00
Barra, Brenden	\$ 2,277.26	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,277.26	0.00
Belding, Jeff	\$ 3,789.47	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,789.47	0.00
Castro, Jaclynn	\$ 2,181.88	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,181.88	0.00
Chapman, Tom	\$ 3,692.44	\$ -	10.00	\$ 648.20	0.00	\$ -	0.00	\$ -	\$ 4,340.65	0.00
Clark, Patrick	\$ 2,601.19	\$ -	26.00	\$ 1,166.07	0.00	\$ -	0.00	\$ -	\$ 3,767.26	0.00
Coronado, Krystal	\$ 2,068.77	\$ -	7.00	\$ 258.60	0.00	\$ -	0.00	\$ -	\$ 2,327.36	0.00
Corrales, Edith	\$ 1,560.00	\$ -	7.00	\$ 204.75	0.00	\$ -	0.00	\$ -	\$ 1,764.75	0.00
Cubillos, Theresa	\$ 2,833.43	\$ -	5.00	\$ 252.98	0.00	\$ -	0.00	\$ -	\$ 3,086.42	0.00
Garcia, Andrew	\$ 2,119.38	\$ -	32.00	\$ 1,211.08	0.00	\$ -	0.00	\$ -	\$ 3,330.46	0.00
Gempis, Danzel	\$ 1,922.31	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,922.31	0.00
Gutierrez, Gloria	\$ 81.78	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 81.78	0.00
Inthasone, Bryant	\$ 2,018.31	\$ -	34.65	\$ 1,235.01	0.00	\$ -	0.00	\$ -	\$ 3,253.32	0.00
Irazoqui, Mario	\$ -	1,224.50	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,224.50	0.00
Lopez, Matt	\$ 1,073.13	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,073.13	0.00
Lozano, Daniel	\$ 1,636.95	\$ -	3.00	\$ 92.08	0.00	\$ -	0.00	\$ -	\$ 1,729.03	0.00
Lozano, Patricia	\$ 1,353.23	\$ -	4.00	\$ 101.49	0.00	\$ -	0.00	\$ -	\$ 1,454.72	0.00
Mendoza, Sandra	\$ 3,160.64	\$ -	18.00	\$ 1,007.88	0.00	\$ -	0.00	\$ -	\$ 4,168.52	0.00
Molina, Jesus	\$ 2,478.12	\$ -	8.50	\$ 372.35	0.00	\$ -	0.00	\$ -	\$ 2,850.47	7.50
Roth, Adriana	\$ 2,131.27	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,131.27	4.50
Ruiz, Jose	\$ 2,131.27	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,131.27	0.00
Vasquez, Francisco	\$ 1,995.37	\$ -	9.50	\$ 334.26	0.00	\$ -	0.00	\$ -	\$ 2,329.63	0.00
Velez, Bernice	\$ 1,686.52	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,686.52	0.00
Wilkins, Steve	\$ 5,062.76	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 5,062.76	0.00
TOTAL:	\$63,262.85	\$1,224.50	\$205.15	\$ 8,927.62	\$ -	\$ -	\$ -	\$ -	\$ 73,414.97	\$ 46.50

PUBLIC WORKS

Arrellano, Antonio	\$ 1,843.08	\$ -	3.00	\$ 134.48	0.00	\$ -	0.00	\$ -	\$ 1,977.56	0.00
Barajas, Michael	\$ 3,583.56	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,583.56	0.00
Camacho, Armando	\$ 1,843.08	\$ -	3.00	\$ 134.48	0.00	\$ -	0.00	\$ -	\$ 1,977.56	0.00
Castro, Joseph	\$ 3,033.21	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,033.21	0.00
Cervantes, Pedro	\$ 1,414.45	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,414.45	0.00
Garcia, Destiny	\$ 1,757.23	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,757.23	0.00
Garcia, Guadalupe	\$ 1,795.18	\$ -	35.75	\$ 1,322.52	0.00	\$ -	28.00	\$ 610.81	\$ 3,728.52	0.00
Gastelum, Humberto	\$ 2,995.89	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,995.89	0.00
Gutierrez Olivarez, Norberto	\$ 1,548.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,548.92	0.00
Hernandez, Julian	\$ 1,843.08	\$ -	3.00	\$ 134.48	0.00	\$ -	0.00	\$ -	\$ 1,977.56	0.00
Isaak, Denise	\$ 2,236.62	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,236.62	0.00
Jimenez, Gabriela	\$ 1,598.92	\$ -	19.00	\$ 619.57	0.00	\$ -	32.00	\$ 619.57	\$ 2,838.06	0.00
Kaur, Harmeen	\$ 2,174.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,174.00	8.25
Lopez, Josue	\$ 1,837.54	\$ -	8.75	\$ 326.78	0.00	\$ -	4.00	\$ 89.38	\$ 2,253.70	0.00
Morales, Andres	\$ 1,757.69	\$ -	3.00	\$ 128.08	0.00	\$ -	0.00	\$ -	\$ 1,885.77	12.00
Ortiz, Carlos	\$ 1,960.31	\$ -	3.00	\$ 143.27	0.00	\$ -	0.00	\$ -	\$ 2,103.58	0.00
Perez, Ruben Lopez	\$ 1,819.38	\$ -	3.00	\$ 136.45	0.00	\$ -	0.00	\$ -	\$ 1,955.84	0.00
Ramirez, Manuel	\$ 2,707.51	\$ -	3.00	\$ 203.06	0.00	\$ -	0.00	\$ -	\$ 2,910.58	0.00
Rivera, Hector	\$ 945.98	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 945.98	0.00

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: September 17, 2023 - September 30, 2023

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Sanchez, Daniel	\$ 2,694.55	\$ -	3.00	\$ 198.34	0.00	\$ -	0.00	\$ -	\$ 2,892.89	0.00
Soto, Samuel	\$ 2,058.62	\$ -	4.25	\$ 160.06	0.00	\$ -	0.00	\$ -	\$ 2,218.68	0.00
Tinoco, Alfonso	\$ 2,514.62	\$ -	3.00	\$ 184.85	0.00	\$ -	0.00	\$ -	\$ 2,699.46	0.00
Valdivia, Blanco	\$ 1,676.00	\$ -	4.00	\$ 121.95	0.00	\$ -	0.00	\$ -	\$ 1,797.95	0.00
TOTAL	\$47,639.41	\$ -	98.75	\$ 3,948.38	0.00	\$ -	64.00	\$1,319.76	\$ 52,907.55	20.25

PLANNING

Belmonte, Ruth	\$ 2,464.77	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 2,464.77	0.00
Campos, Manuel	\$ 1,802.46	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 1,802.46	0.00
Meza, Isela	\$ 736.00	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 736.00	0.00
Orozco, Jesus	\$ 3,763.92	\$ -	0.00	\$ -	0.00	\$ -	0.00	\$ -	\$ 3,763.92	0.00
Padilla, Ruth	\$ 2,183.08	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 2,183.08	0.00
TOTAL	\$10,950.23	\$ -	0.00	\$ -	0.00	\$ -	1.00	\$ -	\$ 10,950.23	0.00

PLANNING

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

COUNCIL

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

	Total	\$ 225.00		Total				\$ 650.00		
GRAND TOTAL:	\$179,119.88	\$1,835.28	303.90	\$12,876.00	0.00	\$0.00	65.00	\$1,319.76	\$195,150.92	76.50

Accounts Payable

Checks by Date - Detail by Check Date

User: jalvarez
 Printed: 10/19/2023 2:08 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
27747	11035 1500-00969343	WORLD OIL ENVIRONMENTAL SERVI VE- USED OIL DISPOSAL	09/28/2023	50.00
Total for Check Number 27747:				50.00
Total for 9/28/2023:				50.00
27748	UB*01733	FRANK ALVES Refund Check 005375-000, 467 S 6TH ST	10/03/2023	28.89
Total for Check Number 27748:				28.89
27749	UB*01737	CARLA CARRASCO Refund Check 019865-000, 620 S 7TH ST	10/03/2023	155.15
Total for Check Number 27749:				155.15
27750	UB*01736	CENTURY COMMUNITIES Refund Check 015223-242, 14333 W SAN JOA	10/03/2023	29.91
Total for Check Number 27750:				29.91
27751	UB*01739	CENTURY COMMUNITIES Refund Check 015223-157, 14310 W SAN JOA	10/03/2023	27.21
Total for Check Number 27751:				27.21
27752	UB*01742	GERARDO & LAURA FERNANDEZ Refund Check 012186-000, 16005 W SAN JOA Refund Check 012186-000, 16005 W SAN JOA	10/03/2023	0.20 2.86
Total for Check Number 27752:				3.06
27753	UB*01734	LARRY GONZALES Refund Check 005203-000, 539 S SISKIYOU A Refund Check 005203-000, 539 S SISKIYOU A Refund Check 005203-000, 539 S SISKIYOU A Refund Check 005203-000, 539 S SISKIYOU A Refund Check 005203-000, 539 S SISKIYOU A Refund Check 005203-000, 539 S SISKIYOU A Refund Check 005203-000, 539 S SISKIYOU A	10/03/2023	1.01 0.36 149.05 9.84 6.81 17.71 17.52
Total for Check Number 27753:				202.30
27754	UB*01735	GROCERY OUTLET OF KERMAN Refund Check 018828-000, 14868 W WHITESE Refund Check 018828-000, 14868 W WHITESE	10/03/2023	44.75 5.71
Total for Check Number 27754:				50.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
27755	UB*01738	GROCERY OUTLET OF KERMAN	10/03/2023	
		Refund Check 018828-001, 14868 W WHITESE		11.77
		Refund Check 018828-001, 14868 W WHITESE		11.77
		Refund Check 018828-001, 14868 W WHITESE		2.07
		Refund Check 018828-001, 14868 W WHITESE		878.57
		Refund Check 018828-001, 14868 W WHITESE		16.81
		Refund Check 018828-001, 14868 W WHITESE		24.99
Total for Check Number 27755:				945.98
27756	UB*01745	LIDIA G & ISIDRO MOSQUEDA	10/03/2023	
		Refund Check 008064-000, 559 S 2ND ST		129.16
		Refund Check 008064-000, 559 S 2ND ST		94.60
		Refund Check 008064-000, 559 S 2ND ST		2.98
		Refund Check 008064-000, 559 S 2ND ST		160.93
		Refund Check 008064-000, 559 S 2ND ST		3.63
		Refund Check 008064-000, 559 S 2ND ST		161.47
		Refund Check 008064-000, 559 S 2ND ST		5.82
Total for Check Number 27756:				558.59
27757	UB*01741	LUZ PELAYO	10/03/2023	
		Refund Check 008888-001, 15080 W SUNSET /		81.59
Total for Check Number 27757:				81.59
27758	UB*01743	BEVERLY REYES-WEBB	10/03/2023	
		Refund Check 016455-000, 15517 W KEARNE'		14.27
		Refund Check 016455-000, 15517 W KEARNE'		0.53
		Refund Check 016455-000, 15517 W KEARNE'		0.17
		Refund Check 016455-000, 15517 W KEARNE'		0.19
		Refund Check 016455-000, 15517 W KEARNE'		5.18
		Refund Check 016455-000, 15517 W KEARNE'		3.58
Total for Check Number 27758:				23.92
27759	UB*01740	CYNDY SPANGLER	10/03/2023	
		Refund Check 005129-000, 16065 W MALLOR		148.73
Total for Check Number 27759:				148.73
27760	UB*01744	BENJAMIN YAHUACAM	10/03/2023	
		Refund Check 009386-002, 15414 W D ST		15.53
		Refund Check 009386-002, 15414 W D ST		27.67
		Refund Check 009386-002, 15414 W D ST		19.58
		Refund Check 009386-002, 15414 W D ST		19.12
		Refund Check 009386-002, 15414 W D ST		0.50
Total for Check Number 27760:				82.40
Total for 10/3/2023:				2,338.19
27767	11387	LUISA AGUIRRE	10/06/2023	
		REC- INSTRUCTOR FEE- ZUMBA SEPTMEE		297.50
Total for Check Number 27767:				297.50
27768	10504 5324395358	AUTOZONE	10/06/2023	
		VE CAP- RUNNING BOARDS - NEW SILVER		167.21

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27768:				167.21
27769	11355	BADGER METER	10/06/2023	
	80138516	FIN- BEACON HOSTING SERV UNIT SEPT 2		116.64
	80138516	FIN- BEACON HOSTING SERV UNIT SEPT 2		116.64
Total for Check Number 27769:				233.28
27770	12075	RHONDA BREWER	10/06/2023	
	100223	REC- INSTRUCTOR FEE-HIIT FITNESS SEP		185.50
Total for Check Number 27770:				185.50
27771	12306	BRYCE CONSULTING	10/06/2023	
	4509	HR- HUMAN RESOURCES TECHNICAL SER		720.00
Total for Check Number 27771:				720.00
27772	12483	BUSTAMANTE PRODUCE	10/06/2023	
	092123	REC- KFM EBT TRANSFER - 09/20- BUSTAN		2.00
Total for Check Number 27772:				2.00
27773	10617	C A REDING CO INC	10/06/2023	
	683183	ADM- LANIER/IM C8000- CONTRACT-09/20		72.02
	683183	ADM- LANIER/IM C8000- CONTRACT-09/20		23.04
	683183	ADM- LANIER/IM C8000- CONTRACT-09/20		72.02
	683183	ADM- LANIER/IM C8000- CONTRACT-09/20		5.76
	683183	ADM- LANIER/IM C8000- CONTRACT-09/20		72.02
	683183	ADM- LANIER/IM C8000- CONTRACT-09/20		43.20
	684222	WTR 50%- LANIER MPC4504 08/31/23-09/29/		51.00
	684222	SWR 50%- LANIER MPC4504 08/31/23-09/29/		50.99
Total for Check Number 27773:				390.05
27774	10064	CAL VALLEY PRINTING	10/06/2023	
	40902	CC- JACKET/TEES WITH CITY LOGO-MAY		134.23
Total for Check Number 27774:				134.23
27775	12481	MANUEL CAMPOS	10/06/2023	
	091823	BPO-LUNCH		12.00
	091823	BPO-TRAVEL TIME		27.25
	091823	BPO-TRAVEL TIME		30.13
Total for Check Number 27775:				69.38
27776	12266	BIANCA CASTILLO	10/06/2023	
	00350263	CTC- SH DEPOSIT 10/01/2023		150.00
Total for Check Number 27776:				150.00
27777	10452	CITY OF FRESNO WMD	10/06/2023	
	COK2308009	SWR- WEEKLY LAB ANALYSIS		14.00
	COK2308009	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2308009	SWR- WEEKLY LAB ANALYSIS		4.00
	COK2308009	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2308009	WTR- WEEKLY LAB ANALYSIS		55.00
	COK2308075	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2308075	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2308075	SWR- WEEKLY LAB ANALYSIS		14.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	COK2308131	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2308131	SWR- WEEKLY LAB ANALYSIS		14.00
	COK2308131	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2308190	SWR- WEEKLY LAB ANALYSIS		14.00
	COK2308190	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2308190	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2308241	WTR- WEEKLY LAB ANALYSIS		30.00
	COK2308241	SWR- WEEKLY LAB ANALYSIS		14.00
	COK2308241	SWR- WEEKLY LAB ANALYSIS		48.00
	COK2308251	WTR- WEEKLY LAB ANALYSIS		7.50
			Total for Check Number 27777:	526.50
27778	10102 GC0011941	CODE PUBLISHING COMPANY CLRK- KMC WEB UPDATE	10/06/2023	352.50
			Total for Check Number 27778:	352.50
27779	12114 928	D & S PLUMBING HEATING & AIR CS- REPLACE EVAP COIL & FILTERS- PUBI	10/06/2023	3,125.00
			Total for Check Number 27779:	3,125.00
27780	10715 1712	DC HEATING AND COOLING CS- INSTALL NEW THERMOSTAT AND SET	10/06/2023	250.00
			Total for Check Number 27780:	250.00
27781	11398 FRES-100725	FASTSIGNS CS- SCOUT HUT SIGN RULES/REG 1	10/06/2023	84.01
			Total for Check Number 27781:	84.01
27782	11188 869954	FUTURE FORD PD REP- LOWER CONTROL ARM ASSEMBL	10/06/2023	181.39
			Total for Check Number 27782:	181.39
27783	12100 121012203	GLOBAL INDUSTRIAL CS- REPLACEMENT WATER FILTER- KATE'	10/06/2023	88.20
			Total for Check Number 27783:	88.20
27784	11358 34953950	GREAT AMERICA FINANCIAL SERVICE VE- LANIER MPC307 COPIER FLEET SHOP-	10/06/2023	126.85
			Total for Check Number 27784:	126.85
27785	12485 092123	HIGHLY ADDICTIVE CANDY REC- KFM EBT TRANSFER - 09/20- HIGHLY	10/06/2023	24.00
			Total for Check Number 27785:	24.00
27786	12211 8820581633	IHEARTMEDIA CS- FARMERS MARKET RADIO ADS 08/28/2	10/06/2023	600.00
			Total for Check Number 27786:	600.00
27787	10678 60381 60382	MAC'S EQUIPMENT INC EQUIP- GEAR OIL SILICONE EQUIP- ROUND LOCK FOR FLAIL MOWER	10/06/2023	44.16 5.61

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27787:	49.77
27788	12482 092123	MADERA QUEEN HONEY REC- KFM EBT TRANSFER - 09/20- MADER	10/06/2023	13.00
			Total for Check Number 27788:	13.00
27789	10265 092923	MONTOY LAW CORPORATION CC- CC-AUGUST LEGAL FEES	10/06/2023	5,475.50
			Total for Check Number 27789:	5,475.50
27790	12484 092123	NAVARRO BOY FARMS & CRAFTS REC- KFM EBT TRANSFER- NAVARRO FAR	10/06/2023	8.00
			Total for Check Number 27790:	8.00
27791	10722 092523	DILBER NIJER CC- CONFERENCE MILEAGE NIJER	10/06/2023	107.42
			Total for Check Number 27791:	107.42
27792	10282	OFFICE DEPOT	10/06/2023	
	329677006001	FIN- PAPER ROLL, DYMO LABEL, TONER, .		110.71
	329677006001	FIN- PAPER ROLL, DYMO LABEL, TONER, .		209.11
	329677006001	FIN- PAPER (7)		22.14
	329677006001	FIN- PAPER ROLL, DYMO LABEL, TONER, .		282.92
	329696361001	FIN- PRESS BOARD LETTER DIVIDER		1.21
	329696361001	FIN- PRESS BOARD LETTER DIVIDER		15.38
	329696361001	FIN- PRESS BOARD LETTER DIVIDER		6.02
	329696361001	FIN- PRESS BOARD LETTER DIVIDER		11.36
	329696366001	FIN- POST IT		0.42
	329696366001	FIN- POST IT		4.01
	329696366001	FIN- POST IT		2.12
	329696366001	FIN- POST IT		5.42
	329701853001	FIN- POST IT DISPENSER		2.89
	329701853001	FIN- POST IT DISPENSER		5.47
	329701853001	FIN- POST IT DISPENSER		7.40
	329701853001	FIN- POST IT DISPENSER		0.58
	332896961001	WTR CONSRV- OFFICE & GENERAL SUPPL		25.46
			Total for Check Number 27792:	712.62
27793	11833 247756409	ORKIN CTC- PEST CONTROL CTC SEPT 2023	10/06/2023	116.99
			Total for Check Number 27793:	116.99
27794	10289	P.G.& E.	10/06/2023	
	3920400666-0	STRT- MONTHLY SERVICE 08/16/23-09/14/2		4,740.26
	5340322355-4	WTR- DOUBLE L CHLORINATOR POWER 0		10.90
	5467738309-	WTR/SWR/SD- 07/27/23-08/28/23		350.31
	5467738309-	WTR/SWR/SD- 07/27/23-08/28/23		23.82
	5467738309-	WTR/SWR/SD- 07/27/23-08/28/23		53,114.30
	5467738309-	WTR/SWR/SD- 07/27/23-08/28/23		73.42
	8542225974-8	CTC 7 %- SOLAR CONNECTION FEE 08/23-(		26.54
	8542225974-8	VARIOUS 3 %- SOLAR CONNECTION FEE 0		2.84
	8542225974-8	SC 2 %- SOLAR CONNECTION FEE 08/23-09		7.58
	8542225974-8	VARIOUS 3 %- SOLAR CONNECTION FEE 0		0.95
	8542225974-8	WTR 71 %- SOLAR CONNECTION FEE 08/23		269.22
	8542225974-8	VARIOUS 3 %- SOLAR CONNECTION FEE 0		0.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	8542225974-8	VE 3 %- SOLAR CONNECTION FEE 08/23-05		11.38
	8542225974-8	VARIOUS 3 %- SOLAR CONNECTION FEE 0		0.96
	8542225974-8	VARIOUS 3 %- SOLAR CONNECTION FEE 0		2.84
	8542225974-8	VARIOUS 3 %- SOLAR CONNECTION FEE 0		0.71
	8542225974-8	SWR 1 %- SOLAR CONNECTION FEE 08/23-		3.79
	8542225974-8	VARIOUS 3 %- SOLAR CONNECTION FEE 0		0.71
	8542225974-8	VARIOUS 3 %- SOLAR CONNECTION FEE 0		0.72
	8542225974-8	PARKS 1 %- SOLAR CONNECTION FEE 08/2		3.79
	8542225974-8	VARIOUS 3 %- SOLAR CONNECTION FEE 0		0.71
	8542225974-8	REC 6 %- SOLAR CONNECTION FEE 08/23-(		22.75
	8542225974-8	PD 5 %- SOLAR CONNECTION FEE 08/23-09		18.96
	8542225974-8	PLAN REC 1%- SOLAR CONNECTION FEE (		3.79
	9081203718-3	CS- KATEYS PARK- SEPT 2023		51.08
Total for Check Number 27794:				58,743.28
27795	12342 100323	MARIA PACHECO CC- CONFERENCE MILIEAGE PACHECO	10/06/2023	107.42
Total for Check Number 27795:				107.42
27796	11714 23-10	ROD CARSEY BPO- PLAN CHECK FEES- SERVICES FOR S	10/06/2023	1,894.98
Total for Check Number 27796:				1,894.98
27797	10603 132431948	SOLENIIS LLC SWR- PRAESTOL 2290 LBS	10/06/2023	5,664.46
Total for Check Number 27797:				5,664.46
27798	12368 58446 58468 58534	SPECIALTY HOSE EXPRESS LLC PARKS- NITRILE GLOVES TYVEK COVERA EQUIP- BOLTS HOSE BARBS HOSE STRTS- CLAMPS HOSE	10/06/2023	222.96 92.77 24.90
Total for Check Number 27798:				340.63
27799	10346 EW-1041932	STATE WATER RESOURCE CNTRL BRI WTR- SYS#1010018 ENFORCEMENT FEES- (	10/06/2023	166.00
Total for Check Number 27799:				166.00
27800	11460 Q2024774 Q2024775 Q2024858 Q2024859	SUPERIOR POOL PRODUCTS LLC WTR- 180 GAL BULK CHLORINE- WELL 15 WTR- 170 GAL BULK CHLORINE-WELL 9A WTR- 145 GAL BULK CHLORINE WELL 17 WTR-150 GAL BULK CHOLRINE WELL 14	10/06/2023	668.34 632.27 542.10 560.13
Total for Check Number 27800:				2,402.84
27801	10354 2023388	T & T PAVEMENT MARKINGS CM- CUSTOM SIGN- FOR JERRY JONES	10/06/2023	63.54
Total for Check Number 27801:				63.54
27802	10360 2007311 2007312 2007313	TERRY JOHNSON TRUCKING WTR- HAULING OF COLD MIX WTR- 5.94 TONS COLD MIX 1ST LOAD WTR- 5.93 TONS COLD MIX 1ST LOAD	10/06/2023	375.00 582.58 581.60

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27802:				1,539.18
27803	10754	THE HOME DEPOT PRO-SUPPLY WOR	10/06/2023	
	767642952	CS- FLOOR CLEANER- JANITORIAL SUPPL		37.76
	767642960	CS- HVAC FILTER- CITY HALL		44.31
	767807720	CS- HVAC FILTER-WWTP		55.83
	767807720	CS- BM GEN TOOL KIT & SOCKET KIT		174.33
	767807738	CS- HVAC FILTER-WWTP		40.00
Total for Check Number 27803:				352.23
27804	10168	UNITY IT	10/06/2023	
	365771	TECH- APC REPLACEMENT BATTERY		160.82
	365771	TECH- SCADA SUPPORT SEPT 2023		42.50
	365771	TECH- 5G SWITCH		64.29
	365771	TECH- SCADA SUPPORT SEPT 2023		42.50
	365771	TECH- MONTHLY TECH SUPPORT SERVICE		4,486.41
Total for Check Number 27804:				4,796.52
27805	10406	WEST HILLS OIL INC	10/06/2023	
	257565	VE- DIESEL FUEL 295 GALLONS		1,866.14
	78170	VE- FUEL SEPT 1-15		5,845.61
	78170	VE- ACT PROGRAM PD		292.89
Total for Check Number 27805:				8,004.64
Total for 10/6/2023:				98,266.62
27806	12487	AGRI-TURF DISTRIBUTING LLC	10/13/2023	
	89878	CTC- CATCHMASTER OVI MOSQUITO REP		96.19
Total for Check Number 27806:				96.19
27807	12257	AMERITAS LIFE INSURANCE CORP	10/13/2023	
	09/23/2023	HR- CLAIMS FUNDIGN ENDING 09/23/2023		1,835.50
	09012023	HR- SEPTEMBER DENTAL ADMIN FEES		422.50
	10012023	HR- OCTOBER DENTAL ADMIN FEES		422.50
Total for Check Number 27807:				2,680.50
27808	10035	AQUA NATURAL SOLUTIONS	10/13/2023	
	5147	SWR- MICROBE LIFT/ SLUDGE REMOVER		997.42
Total for Check Number 27808:				997.42
27809	12489	JOSE ARCIGA	10/13/2023	
		PD- 4 DAY SUBSISTENCE TACTICAL RIFLE		152.00
Total for Check Number 27809:				152.00
27810	10920	JEFF BELDING	10/13/2023	
		PD- 3 DAY SUBSISTENCE SLI TRAINING O		114.00
Total for Check Number 27810:				114.00
27811	12476	RUTH BELMONTE	10/13/2023	
		BPO- CACEO REIMBURSEMENT MEALS		19.00
		BPO- CACEO REIMBURSEMENT MEALS		12.00
		BPO- CACEO REIMBURSEMENT MEALS		19.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
		BPO- CACEO REIMBURSEMENT MEALS		19.00
			Total for Check Number 27811:	69.00
27812	12348 8351105	BRADY INDUSTRIES CS- JANITORIAL SUPPLIES- OCT 23	10/13/2023	557.81
			Total for Check Number 27812:	557.81
27813	10617 684498 684498 684498 684498	C A REDING CO INC CS- SC LANIER MPC4504 SEPT 23 CONTRA CS- SC LANIER MPC4504 SEPT 23 CONTRA CS- SC LANIER MPC4504 SEPT 23 CONTRA CS- SC LANIER MPC4504 SEPT 23 CONTRA	10/13/2023	15.00 40.00 15.00 82.62
			Total for Check Number 27813:	152.62
27814	10064 40442	CAL VALLEY PRINTING VE- WIND BREAKER JACKET/POLO	10/13/2023	101.76
			Total for Check Number 27814:	101.76
27815	10067 09302023	CALIFORNIA BUILDING STANDARDS FIN- BLDG STANDARDS ADMN FEE 1ST Q	10/13/2023	107.10
			Total for Check Number 27815:	107.10
27816	10074 0163	CALIFORNIA PARK/RECREATION SOC CS- SPRS SENIOR SYMPOSIUM TRAINING-	10/13/2023	30.00
			Total for Check Number 27816:	30.00
27817	10452 COK2309027 COK2309027 COK2309027 COK2309027 COK2309027 COK2309077 COK2309077 COK2309077 COK2309145 COK2309145 COK2309145 COK2309213 COK2309213 COK2309213	CITY OF FRESNO WMD SWR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS WTR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS SWR- WEEKLY LAB ANALYSIS	10/13/2023	4.00 48.00 55.00 30.00 14.00 14.00 48.00 30.00 48.00 14.00 30.00 30.00 48.00 14.00
			Total for Check Number 27817:	427.00
27818	10103 34202051001379 34202051001379	COLONIAL LIFE HR- SEPTEMBER EMPLOYEE CONTRIBUTI HR- ROUNDING ADJ	10/13/2023	604.12 -0.03
			Total for Check Number 27818:	604.09
27819	11498 180696589	COMCAST CABLE COMMUNICATIONS PD- FSO OFFICE-CITY OF KERMAN CALNE	10/13/2023	697.63
			Total for Check Number 27819:	697.63
27820	10106	CON EDISON CLEAN ENERGY	10/13/2023	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	17533	WTR 71%- SOLAR RESBCT 0901-093023		5,886.07
	17533	SC 2%- SOLAR RESBCT 0901-093023		165.81
	17533	PARKS 1%- SOLAR RESBCT 0901-093023		82.90
	17533	CTC 7%- SOLAR RESBCT 0901-093023		580.32
	17533	PD 5%- SOLAR RESBCT 0901-093023		414.51
	17533	SWR 1%- SOLAR RESBCT 0901-093023		82.90
	17533	REC 6%- SOLAR RESBCT 0901-093023		497.42
	17533	VARIOUS 3%- SOLAR RESBCT 0901-093023		20.73
	17533	SPLIT-SOLAR RESBCT 0901-093023		62.18
	17533	VARIOUS 3%- SOLAR RESBCT 0901-093023		15.54
	17533	SWR- SOLAR ORIGINAL 0901-093023 48,230		7,214.82
	17533	VE 3%- SOLAR RESBCT 0901-093023		248.71
	17533	VARIOUS 3%- SOLAR RESBCT 0901-093023		15.54
	17533	VARIOUS 3%- SOLAR RESBCT 0901-093023		20.73
	17533	VARIOUS 3%-SOLAR RESBCT 0901-093023		15.54
	17533	VARIOUS 3%- SOLAR RESBCT 0901-093023		20.72
	17533	VARIOUS 3%- SOLAR RESBCT 0901-093023		62.19
	17533	VARIOUS 3%- SOLAR RESBCT 0901-093023		15.54
	17533	SWR- SOLAR ARRAY 2 0901-093023 21138 K		3,633.62
	17533	PLANREC 1%- SOLAR RESBCT 0901-093023		82.90
Total for Check Number 27820:				19,138.69
27821	10108	COOKS COMMUNICATIONS CORP	10/13/2023	
	155206	2023 Chevy Tahoe - ***Chief Build**** Up-Fit		17,788.90
Total for Check Number 27821:				17,788.90
27822	10826	CROWN SERVICES CORPORATION	10/13/2023	
	2767133	REC- PORT-A-POTTY, HANDWASH STATIO		312.69
Total for Check Number 27822:				312.69
27823	11382	DATA TICKET INC	10/13/2023	
	155949	PD-DATA TICKET SERVICES AUGUST 2023		55.68
Total for Check Number 27823:				55.68
27824	10126	DEPARTMENT OF CONSERVATION	10/13/2023	
	09302023	FIN- STRON MOTION 1ST QTR FY 2023/202		248.56
Total for Check Number 27824:				248.56
27825	10128	DEPARTMENT OF JUSTICE	10/13/2023	
	683661	PD- BLOOD ALCOHOL ANALYSIS 6 @ \$35.0		210.00
Total for Check Number 27825:				210.00
27826	10136	DIVISION OF THE STATE ARCHITECT	10/13/2023	
	09302023	FIN- REMIT STATE FEE ON BUS LIC		113.00
Total for Check Number 27826:				113.00
27827	10900	E & M INC	10/13/2023	
		Standard Renewal Historian, RFO, WW HMI-CI		3,514.50
		Standard Renewal Historian, RFO, WW HMI-CI		3,514.50
Total for Check Number 27827:				7,029.00
27828	10612	EQUIPARTS	10/13/2023	
		CS- LH CONTINUOUS PARTITION HINGE- I		239.68

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27828:	239.68
27829	10154	FASTENAL COMPANY	10/13/2023	
	CAFRS217404	STRTS- SAFETY GLASSES & VESTS		290.24
	CAFRS217404	PARKS- SAFETY GLASSES & VESTS		290.25
			Total for Check Number 27829:	580.49
27830	10157	FERGUSON ENTERPRISES INC	10/13/2023	
	1816846	WTR- LID LIFTERS		77.61
	1816846	SWR- LID LIFTERS		77.60
			Total for Check Number 27830:	155.21
27831	11550	FRESNO COUNTY SHERIFFS OFFICE -	10/13/2023	
	2022-5723	HR- *C FTB-WAGE GARNISHMENT P/R DA		137.00
			Total for Check Number 27831:	137.00
27832	10185	GRAINGER	10/13/2023	
	9863630407	CS- QUARTZ METAL BULB (3) BM- ROTAR		122.23
	9863630415	CS- QUARTZ METAL BULB (10) BM- ROTA		407.45
	9864284659CM	CS- CREDIT QUARTZ METAL BULB (1) BM-		-40.74
			Total for Check Number 27832:	488.94
27833	11358	GREAT AMERICA FINANCIAL SERVICE	10/13/2023	
	34861676	PD- RECORDS COPIER/FAX (SEP/OCT) AGF		609.30
	34953948	PD- PATROL OPS COPIER/FAX		157.27
	34953949	BLD- EQUIPMENT RENTAL		78.54
	34953949	BLD- EQUIPMENT RENTAL PLANNING, BI		78.54
	34953949	BLD- EQUIPMENT RENTAL PLANNING, BI		78.54
			Total for Check Number 27833:	1,002.19
27834	12490	J & B VALLEY CONSTRUCTION	10/13/2023	
		FIN- UB CREDIT REFUND		40.77
			Total for Check Number 27834:	40.77
27835	UB*01746	J & B VALLEY CONSTRUCTION INC	10/13/2023	
		Refund Check 015608-010, 15711 ORCHARD		40.77
			Total for Check Number 27835:	40.77
27836	12219	KERMAN SENIOR ADVISORY BOARD	10/13/2023	
	1204	CS- TRIP FEES COLLECTED TM CASINO- R		-44.00
	1205	CS- TRIP FEES COLLECTED PISMO BEACH		355.00
			Total for Check Number 27836:	311.00
27837	11142	KIMBALL MIDWEST	10/13/2023	
	101489519	VE SUPP- SHOP SUPPLIES FOR REPAIRS		161.35
			Total for Check Number 27837:	161.35
27838	11445	LECHOWICZ + TSENG MUNICIPAL CO	10/13/2023	
	2	FIN- WATER, WASTEWATER & STORM DRA		6,237.00
	2	FIN- WATER, WASTEWATER & STORM DRA		6,237.00
	2	FIN- WATER, WASTEWATER & STORM DRA		1,386.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27838:	13,860.00
27839	10678	MAC'S EQUIPMENT INC	10/13/2023	
		EQUIP- SUPPLIES 5 INV<\$50		60.62
	271518	SWR- GEAR WRENCH SET		57.90
	8332680	EQUIP- BLADES FOR MOWER		211.34
	8332685	VE REP- 3/4 HOSE		124.03
	8332686	VE SUPP- GREASE FITTINGS		16.07
			Total for Check Number 27839:	469.96
27840	10335	MADERA FORD	10/13/2023	
	53280	PD REP- LOWER CONTROL ARM #1492		260.98
			Total for Check Number 27840:	260.98
27841	10261	MID VALLEY DISPOSAL INC	10/13/2023	
	09302023	SWA- CREDIT FOR ACCT# 016830-000 PER 1		-104.99
	09302023	SWA- ROLL OFF/FRANCHISE FEES		-2,040.36
	09302023	SWA- SEPTEMBER 2023 SW CHARGES		182,318.45
	09302023	SWA- CITY PORTION FOR SEPTEMBER 202		-36,463.69
			Total for Check Number 27841:	143,709.41
27842	11965	MISSION UNIFORM SERVICE	10/13/2023	
		VAR- UNIFORMS, MATS, SUPPLIES		128.14
		VAR- UNIFORMS, MATS, SUPPLIES		37.09
		VAR- UNIFORMS, MATS, SUPPLIES		106.43
		VAR- UNIFORMS		30.40
		VAR- UNIFORMS, MATS, SUPPLIES		152.44
		VAR- UNIFORMS, MATS, SUPPLIES		50.92
		VAR- UNIFORMS, MATS, SUPPLIES		1,186.06
		VAR- UNIFORMS, MATS, SUPPLIES		57.95
		VAR- UNIFORMS, MATS, SUPPLIES		138.69
		VAR- UNIFORMS, MATS, SUPPLIES		26.40
		VAR- UNIFORMS		84.71
		VAR- UNIFORMS, MATS, SUPPLIES		139.49
			Total for Check Number 27842:	2,138.72
27843	12249	ALMA MORALES	10/13/2023	
	00350344	CTC- SH DEPOSIT 10/7/2023		150.00
			Total for Check Number 27843:	150.00
27844	12488	ESPINOZA FRANCISCO OR NACIMIEN	10/13/2023	
	00319129	CTC- CTC DEPOSIT 10/7/2023		400.00
			Total for Check Number 27844:	400.00
27845	12474	NATIONAL ASSOCIATION OF SCHOOL	10/13/2023	
		PD- NASRO BASIC SRO TRAINING OFC. J N		500.00
			Total for Check Number 27845:	500.00
27846	12058	NAVIA CLIENT PAY LOCKBOX	10/13/2023	
	10730899	HR- COBRA OPEN ENROLLMENT PACKET		61.50
	10731102	HR- JULY PARTICIPANT FEE		145.00
	10782031	HR- SEPTEMBER PARTICIPANT FEE		145.00
	10782031A	HR- SEPT-SEC 125 EMPLOYEE CONT		2,937.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 27846:	3,288.94
27847	10722	DILBER NIJER CC- CONFERENCE MILEAGE NIKKER (181-	10/13/2023	107.42
			Total for Check Number 27847:	107.42
27848	10282	OFFICE DEPOT	10/13/2023	
	317577236001	LLD- SHARPIES, NOTE PADS, PAPER		22.53
	317577236001	STRTS- SHARPIES, NOTE PADS, PAPER		22.53
	317577236001	PARKS- CLIPBOARDS		5.92
	317577236001	PARKS- SHARPIES, NOTE PADS, PAPER		22.52
	317577236001	BLDG- AIR FRESHNER		31.58
	317577236001	SD- SHARPIES, NOTE PADS, PAPER		22.52
	317577236001	STRTS- CLIPBOARDS		5.93
	317577236001	LLD- CLIPBOARDS		5.92
	317577236001	SD- CLIPBOARDS		5.92
	330891908001	PD- ENGRAVED NAME DOOR MOUNT		27.06
	330892742001	PD- BLUE PENS		13.06
	330892743001	PD- BLACK PENS		32.01
	331449185001	PD- OFFICE SUPPLIES		38.53
	331449185001	PD- OFFICE SUPPLIES		159.71
	332821093001	STRTS- PHONE CORD DETANGLER		2.18
	332821093001	WTR- PHONE CORD DETANGLER		2.18
	332821093001	LLD- PHONE CORD DETANGLER		2.18
	332821093001	SWR- PHONE CORD DETANGLER		2.18
	332821093001	SD- PHONE CORD DETANGLER		2.17
	332821093001	PARKS- PHONE CORD DETANGLER		2.18
	332832831001	WTR CNSRV- OFFICE SUPPLIES (HARMEEI		15.11
	332832831001	BLDG- TISSUES		92.62
	333464889-01	CS- FM- DOUBLE SIDED TAPE		18.79
	333465391-001	CS- RA- PACKING TAPE		34.86
			Total for Check Number 27848:	590.19
27849	12168 INV222304315	JESUS R OROZCO BPO- DUES AND SUBSCRIPTIONS:ZOOM A	10/13/2023	149.90
			Total for Check Number 27849:	149.90
27850	10960 10644	OUTDOOR CREATIONS INC CS- PARK SIGN LOGO REPLACEMENT- TR	10/13/2023	163.47
			Total for Check Number 27850:	163.47
27851	10289	P.G.& E.	10/13/2023	
	4055166878-9	LLD- MONTHLY SERVICE 082823-092623		2,732.77
	4939626163-5	VE- MONTHLY SERVICE 081723-091723		1,759.52
	5741309690-0	PARKS- MONTHLY SERVICE 081523-091323		514.47
	6825025396-7	ADM- OCT		86.06
	6825025396-7	ADM- OCT		86.06
	6825025396-7	ADM- OCT		114.75
	6825025396-7	ADM- OCT		86.06
	6825025396-7	ADM- 8/30/2023-9/28/2023		344.25
	6825025396-7	ADM- OCT		114.75
	6825025396-7	ADM-MONTHLY UTILITIES- 6825025396-7		344.25
	6825025396-7	ADM- OCT		114.75
	6825025396-7	ADM- OCT		86.07
	7660122617-8	AAC-ANIMAL SHELTER PG&E		1,265.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27851:				7,649.26
27852	12026	PRECISION CIVIL ENGINEERING INC	10/13/2023	
	28739	BPO- PLAN PROFESSIONAL SERVICES CEC		3,636.25
	28741	BPO- PLAN PROFESSIONAL SERVICES: PR		150.00
	28741	BPO- PLAN PROFESSIONAL SERVICES CEC		213.75
Total for Check Number 27852:				4,000.00
27853	11931	PRI MANAGEMENT	10/13/2023	
	23217	PD-INTRO SEALING & EXPUNGING RECOI		159.00
Total for Check Number 27853:				159.00
27854	10315	QUINN COMPANY	10/13/2023	
	WO000107696	EQUIP- CAT LOADER ENGINE OIL LEAK R		4,468.24
Total for Check Number 27854:				4,468.24
27855	10324	RIVERSIDE NURSERY & LANDSCAPE	10/13/2023	
	2071	MEDIANS- 44 PINK MUHLY GRASS PLANT		979.55
	2072	MEDIAN- 140 INDIAN HAWTHORNE PLAN		952.34
	2073	MEDIAN- 54 LANTANA PLANTS		367.33
	2074	MEDIAN- 44 PINK MUHLY GRASS PLANTS		342.06
	2082	MEDIAN- 44 FESTUCA MARIEI PLANTS		342.06
Total for Check Number 27855:				2,983.34
27856	11742	MARIA ROMERO	10/13/2023	
	00353856	CTC-SH DEPOSIT 10/08/2023		150.00
Total for Check Number 27856:				150.00
27857	11506	SCA OF CA LLC	10/13/2023	
	2023-011396	SFO- SWEEPING HWY 145 AFTER HF PARA		940.00
	2023-011396	STRT- STREET SWEEPING SEPTEMBER 202		9,115.00
Total for Check Number 27857:				10,055.00
27858	10332	SEBASTIAN	10/13/2023	
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		24.04
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		72.50
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		561.57
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		70.46
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		353.02
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		76.05
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		7.71
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		338.02
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		13.78
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		24.04
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		24.04
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		240.87
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		20.67
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		151.51
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		49.24
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		197.40
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		338.02
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		206.22
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		114.90
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		107.59
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		86.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		5.31
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		33.79
	00064822-8	VAR- MONTHLY PHONE SERVICE 09/21/23-		49.23
Total for Check Number 27858:				3,165.98
27859	10337	SLUMBERGER LUMBER	10/13/2023	
	B523383	WTR- UPLIFT FOR TRUCKS		99.69
	B523383	SWR- UPLIFT FOR TRUCKS		99.69
	B523449	SWR- UPLIFT FOR TRUCKS		68.08
	B523449	WTR- UPLIFT FOR TRUCKS		68.08
	B5323482	WTR- WELL 17 REPAIR		54.45
	B533550	WTR- SUPPLIES- 1 INV<\$50		6.18
	C351137	WTR- PAINT FOR WELLS		259.38
	C351319	SWR- SUPPLIES- 1 INV<\$50		4.89
	C351687	WTR- JANITORIAL SUPPLIES FOR THE WW		36.26
	C351687	SWR- JANITORIAL SUPPLIES FOR THE WW		36.26
Total for Check Number 27859:				732.96
27860	12054	SPARKLETTES	10/13/2023	
	215775850827202	FIN- DRINKING WATER ADMIN, FIN, PLAN		5.91
	215775850827202	FIN- DRINKING WATER ADMIN, FIN, PLAN		6.40
	215775850827202	FIN- DRINKING WATER ADMIN, FIN, PLAN		6.40
	215775850827202	FIN- DRINKING WATER ADMIN, FIN, PLAN		9.46
	215775850827202	FIN- DRINKING WATER		19.22
	215775850827202	PW- DRINKING WATER PUBLIC WORKS		19.48
	215775850827202	FIN- DRINKING WATER ADMIN, FIN, PLAN		6.40
	215775850827202	FIN- DRINKING WATER ADMIN, FIN, PLAN		13.01
	215775850827202	PW- DRINKING WATER PUBLIC WORKS		19.48
	215775850827202	FIN- DRINKING WATER ADMIN, FIN, PLAN		2.36
	215775850827202	FIN- DRINKING WATER ADMIN, FIN, PLAN		4.73
Total for Check Number 27860:				112.85
27861	12368	SPECIALTY HOSE EXPRESS LLC	10/13/2023	
	58989	WTR- HAND PUMP		130.77
	59151	MEDIANS- GREEN NITRILE GLOVES		29.95
Total for Check Number 27861:				160.72
27862	11907	SPRINGBROOK HOLDING COMPANY I	10/13/2023	
	INV-014672	FIN- MONTHLY WEB PAYMENTS SEPTEME		194.84
	INV-014672	FIN- MONTHLY WEB PAYMENTS SEPTEME		704.26
	INV-014672	FIN- MONTHLY WEB PAYMENTS SEPTEME		559.90
Total for Check Number 27862:				1,459.00
27863	10754	THE HOME DEPOT PRO-SUPPLY WOR	10/13/2023	
	768830259	CS- HVAC FILTER CTC		88.62
	768830267	CS- JANITORIAL SUPPLIES OCT 2023		962.59
Total for Check Number 27863:				1,051.21
27864	10371	TJ LAW & ASSOCIATES INVESTIGATIC	10/13/2023	
	23-207	PD- LAW ENFORCEMENT BACKGROUND (		700.00
Total for Check Number 27864:				700.00
27865	12156	URBAN RESTORATION GROUP US INC	10/13/2023	
	9267	CS- GRAFFITI REMOVAL WIPES (5)		376.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 27865:				376.46
27866	10387 INV00108126	USA BLUE BOOK WTR- PVC INJ QUILL, WATER TESTING SU	10/13/2023	665.42
Total for Check Number 27866:				665.42
27867	10391 OFF1K181368	VALLEY FARM SUPPLY STORES AAC- SUPPLIES	10/13/2023	459.96
Total for Check Number 27867:				459.96
27868	10413	YAMABE & HORN ENGINEERING INC	10/13/2023	
	49292	PW-VINELAND AVENUE WIDENING (NORI		210.00
	49293	PW- TRACT 6236		2,135.56
	49294	PW- KUSD FIRTS STREET EXTENSION		1,567.50
	49295	PW- BWC INDUSTRIAL PROPERTY		184.75
	49296	PW- TRACT 6293		907.50
	49296	PW- TRACT 6293		5,885.70
	49297	PW-EASTSIDE COMMUNITY PARK		630.00
	49298	PW-VINELAND AVE REHAB- CALIFORNIA		1,250.02
	49299	PW- SGMA IMPLEMENTATION SUPPORT		82.50
	49300	PW-KEARNEY BLVD REHAB- PARK TO DEI		8,000.11
	49300	PW-KEARNEY BLVD REHAB- PARK TO DEI		5,063.43
	49301	PW-STANISLAUS/SAN JOAQUIN ALLEY PA		1,696.99
	49301	PW-STANISLAUS/SAN JOAQUIN ALLEY PA		1,324.01
	49302	PW-WELLS NO. 12&14 EMERGENCY GENE		575.50
	49303	PW- NORTHWEST PARK		3,072.94
	49304	PW- UTILITY MASTER PLAN UPDATES		175.00
	49305	PW- WELL #12 TCP/URANIUM MITIGATION		1,072.50
	49306	PW- FY 21-22 STREET REHAB PROJECT		12,615.00
	49307	PW- FY 21-22 STREET SEALING PROJECT		622.50
	49308	PW- SCHAAD TTM		70.00
	49309	PW- SISKIYOU AVE REHAB- WHITESBRIGI		1,420.90
	49309	PW-SISKIYOU AVE REHAB- WHTIESBRIDC		184.10
	49310	PW-GOLDENROD AVE REHAB- KEARNEY '		1,257.12
	49310	PW-GOLDENROD AVE REHAB- KEARNEY '		162.88
	49311	PW- SPR 2022-01 IRONFIT FITNESS		140.00
	49312	PW- FY 22-24 LLMD ASSESSMENTS		742.50
	49313	PW- BOYD WHISPERING FALLS SUBDIVIS		280.00
	49314	PW- FY 23-24 GENERAL ENGINEERING		3,360.00
	49315	PW- FY 23-24 GENERAL ENGINEERING- ST		660.00
	49316	PW- FY 23-24 GENERAL ENGINEERING- W/		330.00
	49317	PW- FY 23-24 GENERAL ENGINEERING- W/		3,200.00
	49318	PW- FY 23-24 GENERAL ENGINEERING- SE		3,200.00
	49319	PW- FY 23-24 GENERAL ENGINEERING- GI		395.00
Total for Check Number 27868:				62,474.01
Total for 10/13/2023:				321,453.44
Report Total (116 checks):				422,108.25

Accounts Payable

Checks by Date - Detail by Check Date

User: jalvarez
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Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	10/13/2023	
	10062023	C PR TAX DEPOSIT- FOR PAYROLL 10/6/202		4,492.66
	10062023	C PR TAX DEPOSIT- FOR PAYROLL 10/6/202		1,610.94
Total for this ACH Check for Vendor 10147:				6,103.60
ACH	10517	FEDERAL TAXES PAYROLL	10/13/2023	
	10062023	C PAYROLL TAX DEPOSIT FICA PAYABLE		23,853.44
	10062023	C PAYROLL TAX DEPOSIT FIT PAYABLE		13,131.89
	10062023	C PAYROLL TAX DEPOSIT FICA MED		5,578.56
Total for this ACH Check for Vendor 10517:				42,563.89
ACH	10518	KERMAN POLICE OFFICERS ASSN	10/13/2023	
	100602023	*C MEMBERSHIP DUES- FOR PAYROLL 10/		681.25
Total for this ACH Check for Vendor 10518:				681.25
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	10/13/2023	
	10062023	*C MEMBERSHIP DUES- FOR PAYROLL 10/		187.50
Total for this ACH Check for Vendor 10519:				187.50
ACH	10520	ICMA-RC	10/13/2023	
	10062023	C DEFERRED COMP FOR PAYROLL 10/6/202		1,524.40
Total for this ACH Check for Vendor 10520:				1,524.40
Total for 10/13/2023:				51,060.64
Report Total (5 checks):				51,060.64

Accounts Payable

Checks by Date - Summary by Check Date

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Section 5, Item C.

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	10522	CALPERS	10/02/2023	30,647.24
Total for 10/2/2023:				30,647.24
Report Total (1 checks):				30,647.24



STAFF REPORT

MEETING DATE: October 25, 2023

PRESENTERS: Hilda Cantu Montoy, City Attorney
Marci Reyes, City Clerk
Jesus R. Orozco, Community Development Director
Theresa Johnson, Community Services Director

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

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

EXECUTIVE SUMMARY:

The proposed ordinance updates the process for establishment of boards and commissions in the City of Kerman that conforms with state law changes over time and to current circumstances. The proposed ordinance establishes Chapter 2.26 in the Municipal Code for City Boards and Commissions which includes a generic process for the appointments, terms, qualifications, eligibility, Brown Act requirements, and vacancies on boards and commissions. This will ensure that staff and members of the public alike have the information needed. This chapter applies to current and future boards and commissions. Chapter 2.26 does allow for changes thereto in ordinances creating boards and commissions. The proposed ordinance also updates Chapter 2.28 and 2.32 relating to the Planning Commission and Parks, Recreation, and Community Services Commission, and adds a new Chapter 2.34 relating to the Sales Tax Oversight Committee.

DISCUSSION:

At the October 11, meeting, staff presented to the Council the proposed ordinance changes from the September 27, meeting for review and approval. The proposed changes included, eliminating term limits, residency requirements extended to the sphere of influence, each board and commission shall have five members, along with other items pertaining to meetings and organization, powers and duties, and staffing and administration. Council waived the first reading and introduced the ordinance.

A proposed ordinance was presented to Council on September 27. Council held a lengthy discussion and referred the ordinance to staff for some changes. Those changes are discussed

below. The proposed ordinance was prepared collectively by the City Clerk who is responsible for maintaining the roster for boards and commissions, the Directors who sit with the Planning Commission and Parks, Recreation, and Community Services, and the City Attorney. The purpose is to update procedures with current circumstances and to comply with two state laws. First, Government Code Section 40605 requires that in cities with elected mayors, the Mayor makes appointments to boards and commissions and the City Council approves the appointments. Second Government Code Section 54972 provides for the Local Appointment List for all boards and commissions. The City Clerk is responsible for maintaining the list.

The process for appointment under proposed Chapter 2.26 will be similar in that the City Clerk will advertise for positions. Thereafter, the Mayor alone or with another Councilmember may interview the applicants. The Mayor then makes the appointments subject to Council approval. The Council considers the appointments and determines whether to approve or reject the Mayor's appointments. If the Council rejects the appointment(s), the Mayor may make another appointment(s) subject to the Council's approval. The California Attorney General has described this as follows: "the Legislature intended to create a system of checks and balances by placing the appointment authority in the hands of the elected mayor, while giving the city council the right to reject mayoral appointments." (81 Ops. Cal. Atty. Gen. 75)

The proposed ordinance clarifies issues that have come up from time to time and has been updated from the last meeting. The following is a summary with items asterisked reflecting changes based on Council direction on September 27:

- Chapter 2.26 clarifies that its provisions apply unless a specific chapter (ordinance) provides otherwise.*
- Chapter 2.26 deletes the one year lapse after serving two terms which in effect eliminates term limits.*
- All appointees would be required to be at least 18 years old.
- The Council was concerned with the requirement that all appointees must be a City resident at the time their application is submitted and during their incumbency. The proposed ordinance provides that appointees must be a City resident or a resident in the City's sphere of influence. *
- Each board and commission shall have five members.
- Employees of City shall not be eligible to serve as board members.
- A person may not serve on more than one board or commission at a time. However, if advertising for a position results in no applications, a person may be eligible to serve on two different boards or commissions at the same time.
- Terms shall be for three years.
- Current board or commission members will continue to serve until their current term expires.

- Members of the City Council who serve as a liaison to a city board or commission are not voting members, shall not try to influence boards or commission, and should provide periodic reports to the Council.
- There was significant discussion regarding absences. Based on that a new section 2.26.050 adds an attendance policy which defines excused and unexcused absences.*
- A majority of the Council may remove a member of a board or commission.
- Clarifies that all meetings are subject to the Brown Act.
- Section 2.34.020 addresses the appointment process for the Sales Oversight Committee which is similar to the current process. This is based on Council direction from the September 27, meeting to retain a process for district appointments to the Sales Tax Oversight Committee. New Section 2.34.020 reflects that process. But, please note that it is not a direct appointment by each Councilmember. To comply with Government Code Section 40605, each Councilmember may nominate someone from the district and the Mayor will consider that nomination for appointment followed by Council approval.*
- Section 2.34.030 has been amended to address the discrepancy with terms on the Parks, Recreation, and Community Services Commission thereby allowing for one 1-year term and three 3-year terms for the initial term.*

In sum, the chapters establishing the Planning Commission; Parks, Recreation, and Community Services Commission and Sales Tax Oversight Committee address their establishment, meetings and organization, powers and duties, and staffing and administration. Revisions to said chapters take into account issues with lack of quorum due to the seven- and nine-member requirement of the Commissions. Staff continue to stress the importance of a City residency requirement for board and commission members as (i) it is a standard requirement in most cities and (ii) ensures decision makers have knowledge, appreciation, and a basic understanding of public issues and concerns related to the City. But, staff understands that Council may determine otherwise.

ENVIRONMENTAL REVIEW:

A preliminary environmental assessment has been performed for this project pursuant to the California Environmental and Quality Act (CEQA). There are findings to determine with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impacts on the environment. Therefore, this project is not subject to CEQA.

FISCAL IMPACT:

The streamlining of the procedures will create savings in advertising for positions and staff time.

ATTACHMENTS:

A. Ordinance

Attachment 'A'

ORDINANCE NO. 23-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN ADDING CHAPTER 2.26 TO TITLE 2 OF THE KERMAN MUNICIPAL CODE RELATING TO CITY BOARDS AND COMMISSIONS, REPEALING CHAPTERS 2.28 AND 2.32, AND ADDING NEW CHAPTERS 2.28, 2.32, AND 2.34 RELATING TO THE PLANNING COMMISSION; PARKS, RECREATION, AND COMMUNITY SERVICES COMMISSION; AND SALES TAX OVERSIGHT COMMITTEE

The City Council of the City of Kerman does ordain as follows:

SECTION 1. Title 2 “Administration and Personnel” of the Kerman Municipal Code is amended by adding Chapter 2.26 relating to Boards and Commissions to read as follows:

**Chapter 2.26
CITY BOARDS AND COMMISSIONS**

Sections

- 2.26.010 General.
- 2.26.020 Appointments and Terms.
- 2.26.030 Qualifications and Eligibility
- 2.26.040 Terms, Removal, and Vacancies.
- 2.26.050 Attendance Policy.
- 2.26. 060 Boards and Commissions Subject to the Brown Act.
- 2.26.070 Compensation.

2.26.010 In General.

There shall be City boards and commissions as are established by the City Council. The Council may create by ordinance additional boards and commissions as in its judgment are required. The provisions in this Chapter 2.26 shall apply to Boards and Commissions created under Title 2 of the Code unless another Code chapter under Title 2 provides otherwise. The term “City boards and commissions” shall also apply to certain committees created by Council other than temporary committees to review an issue but it shall not apply to ad hoc committees of the City Council as authorized under the Brown Act.

2.26.020 Appointments.

A. Unless otherwise specifically provided by state law or another Code chapter under Title 2, appointments to boards and commissions established by the City Council shall be made by in accordance with this chapter. This chapter shall not apply to appointments made pursuant to joint powers agreements.

B. The Mayor is authorized pursuant to Government Code Section 40605 to make appointments to City boards and commissions subject to approval by the City Council.

1. The City Clerk shall be responsible for advertising positions on boards and commissions annually in accordance with Government Code Section 54974 (the Maddy Act) and when vacancies occur per Section 2.26.030. In the event no applications are received, the City Clerk will re-advertise for the position(s).

2. The Mayor shall review the applications and make appointments to respective positions. In the event no applications are received, after issuance and re-issuance, the Mayor may make the appointment(s) and submit to City Council for approval.

3. The appointments will be submitted to the City Council for approval at a duly noticed public meeting.

4. The Council may appoint a member of the City Council to serve as a liaison to City boards and commissions. The liaison (i) shall not sit with the board or be a voting member; (ii) may answer questions of the board but shall not try to influence the board; and (iii) should provide periodic reports to the City Council as deemed necessary.

2.26.030 Qualifications and Eligibility.

A. Any person wishing to be appointed to a board or commission must file an application provided by the City Clerk. This includes persons whose terms expire and wish to be re-appointed.

B. Unless otherwise provided by superseding law or ordinance, all members of any City board or commission shall be at least 18 years old.

C. Employees of City shall not be eligible to serve on a City board and commission. Employees of City may serve as staff to City Boards and commissions.

D. Applicants to City boards and commissions should have knowledge, appreciation, and a basic understanding of public issues and concerns related to the City.

E. A person shall not be eligible to serve on two different City boards or commissions at the same time. However, if advertising for a position results in no applications, a person may be eligible to serve on two different boards or commissions at the same time.

F. Unless otherwise provided by superseding law or ordinance, all members of any City board or commission shall reside within the City limits or the City's sphere of influence at the time an application for the position is filed and during their incumbencies.

2.26.040 Terms, Removal, and Vacancies.

- A. Terms on City boards and commissions shall be for a period of three years and until their successors are appointed.
- B. The respective terms of office of all members of City boards and commissions in existence on the effective date of this chapter shall continue until they expire. Thereafter, vacancies shall be filled in accordance with this chapter or other Code chapter.
- C. A member's office on a board or commission shall become vacant as follows:
 - 1. The conditions for a vacancy under Section 2.26.50 regarding attendance are met; or
 - 2. The member is convicted of a felony; or
 - 3. The member dies while in office; or
 - 4. The member resigns; or
 - 5. The member does not meet the eligibility requirements; or
 - 6. The member ceases to be a resident as required under subsection 2.26.030.
- D. Members of City boards and commissions may be removed by a majority vote of the full City Council.
- E. In accordance with the Maddy Act, a notice of all unscheduled vacancies shall be posted in the office of the City Clerk and the City's website, not earlier than 20 days before or not later than 20 days after the vacancy occurs. Final appointment to a board or commission shall not be made for at least 10 working days after the posting of the notice in the City Clerk's office.

2.26.50 Attendance Policy.

- A. Appointees to boards and commissions are expected to attend each regular or special meeting of that city board or commission.
- B. For purposes of this policy, an "excused absence" is any absence with notification given to the staff secretary to the board or commission at least twenty-four hours before the meeting's convening.
- C. An "unexcused absence" is any other absence.
- D. A member may have a maximum of three excused absences per twelve month period. On the third excused absence, the staff secretary to the board or commission shall advise the City Clerk who shall send a warning letter to the member, including a copy of this policy. If a member has more than three excused absences in a twelve month period, the procedure in subsection (F) below shall commence.

E. A member may have a maximum of two unexcused absences in a twelve-month period. On the second unexcused absence, the staff secretary to the board or commission shall advise the City Clerk who shall send a warning letter to the member. If a member has more than two unexcused absences in a twelve-month period, the procedure in subsection (F) below shall commence.

F. If a subsequent absence pursuant to subsection D or E above occurs in the twelve-month period, the staff secretary to the board or commission shall advise the City Clerk who shall send a letter to the member notifying them that they have exceeded the number of absences allowed under this attendance policy and that their position shall be deemed to be vacant within ten (10 days) of said notice. The member whose position has been deemed vacant may file with the City Clerk a request to be reinstated to the board or commission within ten (10) days for City Council consideration.

2.26.060 Boards and Commissions Subject to the Brown Act.

City boards and commissions established under Title 2 of this Code are subject to the Ralph M. Brown Act ("Brown Act"; Government Code Sections 54950 *et seq.*). Agendas shall contain sufficient information as required by the Brown Act and be posted as required. All meetings of City boards and commissions shall be conducted in accordance with the Brown Act.

2.26.070 Compensation.

Members of City boards and commissions shall serve without compensation for their service unless otherwise provided by resolution of the City Council. Members may receive reimbursement for necessary traveling and other expenses incurred on official duty or training when such expenditures have received authorization in the City budget.

SECTION 2. Title 2 "Administration and Personnel" of the Kerman Municipal Code is amended by repealing Chapter 2.28 and adding new Chapter 2.28 related to the Planning Commission to read as follows:

Chapter 2.28 PLANNING COMMISSION

Sections:

- 2.28.010 Establishment.
- 2.28.020 Meetings and Organization.
- 2.28.030 Powers and Duties
- 2.28.040 Staffing and Administration.

2.28.010 Establishment.

There shall be a Planning Commission in the City of Kerman as authorized under the State

Planning and Zoning Law (Government Code Sections 65100 et seq.). The Planning Commission shall consist of five members appointed as required under Chapter 2.26 of this Title.

2.28.020 Meetings and Organization.

The Planning Commission, by resolution, shall establish rules and regulations consistent with the policies and ordinances of the city. Said rules and regulations may be updated by the Planning Commission as it may be deemed necessary.

- A. The Commission may adopt rules and regulations to govern proceedings and shall set a time for regular meetings.
- B. The Commission shall elect a chairperson and vice-chairperson. Their respective duties shall be those that are usually carried out by such officers. Officers shall hold office for one year and until their successors are elected.
- C. A majority of the members of the Commission shall constitute a quorum for the transaction of business.
- D. Commission meetings are subject to all open-meeting laws, and must be noticed and open to the public. Commission minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.

2.28.030 Powers and Duties.

- A. The Planning Commission shall have the general powers and duties specified for the planning commission by city ordinance.
- B. The Planning Commission shall perform the functions assigned to a city planning commission by State Planning and Zoning Law and other statutes of the state relating to planning and zoning.
- C. The planning commission cannot, under any circumstances, incur any indebtedness against the City, or any of the funds of the City.

2.28.040 Staffing and Administration

The Community Development Director or designee shall serve as the secretary to the Planning Commission and is authorized to sign necessary resolutions for the commission upon authority of said Commission in each instance. The Community Development Director shall perform those duties set forth in Titles 16 and 17 of this Code. The City Manager may appoint, as needed, other City employees or contracted consultants to serve as technical advisors thereto.

SECTION 3. Title 2 “Administration and Personnel” of the Kerman Municipal Code is amended by repealing Chapter 2.32 and adding new Chapter 2.32 relating to the Parks, Recreation, and Community Services Commission to read as follows:

Chapter 2.32

Parks, Recreation, and Community Services Commission

Sections:

- 2.32.010 Establishment.
- 2.32.020 Terms
- 2.32.030 Meetings and Organization.
- 2.32.040 Powers and Duties
- 2.32.050 Staffing and Administration.

2.32.010 Establishment

There shall be a Parks, Recreation, and Community Services Commission in the City of Kerman which may also be referenced as the “Parks and Recreation Commission.” The Parks, Recreation, and Community Services Commission shall consist of five members appointed as required under Chapter 2.26 of this Title.

2.32.020 Terms

For terms commencing in January 2024, one member’s term will be for one year and the other three members’ terms will be for three years. After those terms expire, all terms for successors will be for three years. The determination as to which member’s term will be for one year will be made by the City Council when appointments are approved.

2.32.030 Meetings and Organization

The Parks, Recreation, and Community Services Commission, by resolution, shall adopt rules and regulations consistent with the policies and ordinances of the city. Said rules and regulations may be updated by the Commission as it may be deemed necessary.

- A. The Commission may adopt rules and regulations to govern proceedings and shall set a time for regular meetings.
- B. The Commission shall elect a chairperson and vice-chairperson. Their respective duties shall be those that are usually carried out by such officers. Officers shall hold office for one year and until their successors are elected.
- C. A majority of the members of the Commission shall constitute a quorum for the transaction of business.
- D. Commission meetings are subject to all open-meeting laws, and must be noticed and open to the public. Commission minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.

2.32.040 Powers and Duties

The Commission shall have the following powers and duties:

- A. Provide advice and recommendations to the Community Services Director and the City Council on the operation and maintenance of City parks, the Kerman Community Center, and other City public or recreation facilities.
- B. Provide advice and recommendations on the acquisition, development and operation of public park facilities and other City recreation facilities.
- C. Perform other functions assigned by the City Council or as required by City policy or the Kerman Municipal Code.

2.32.050 Staffing and Administration

The Community Services Director or designee shall serve as the secretary to the Commission and is authorized to sign necessary resolutions for the Commission upon authority of said Commission in each instance.

SECTION 4. Title 2 “Administration and Personnel” of the Kerman Municipal Code is amended by adding new Chapter 2.34 related to the Citizens Oversight Committee to read as follows:

Chapter 2.34 Sales Tax Oversight Committee

Sections:

- 2.34.010 Establishment.
- 2.34.020 Appointment Process
- 2.34.030 Meetings and Organization.
- 2.34.040 Powers and Duties
- 2.34.050 Staffing and Administration.

2.34.010 Establishment.

A Sales Tax Oversight Committee is hereby established in accordance with Section 3.16A.050 C of the Kerman Municipal Code. The Sales Tax Oversight Committee shall consist of five members.

2.34.020 Appointment Process.

Notwithstanding Chapter 2.26, appointments to the Sales Tax Oversight Committee shall be as follows:

- A. The City Clerk will advertise for vacancies in accordance with Chapter 2.26 of this Code.
- B. The Mayor will review applications and shall appoint one person at-large whose term in office shall coincide with that of the Mayor's. The Mayor shall submit that appointment to the City Council for consideration and approval.
- C. Each Councilmember shall review applications and nominate one person who resides in the Councilmember's district and whose term in office shall coincide with that of the nominating Councilmember.
- D. The Mayor will review nominations from Councilmembers and make appointments.
- E. The appointments will be submitted to the City Council for approval at a duly noticed public meeting.

2.34.030 Meetings and Organization.

The Oversight Committee, by resolution, shall adopt rules and regulations consistent with the policies and ordinances of the city. Said rules and regulations may be updated by the Committee as it may be deemed necessary.

- A. The Committee may adopt rules and regulations to govern proceedings and shall set a time for regular meetings.
- B. The Committee shall elect a chairperson and vice-chairperson. Their respective duties shall be those that are usually carried out by such officers. Officers shall hold office for three years and until their successors are elected.
- C. A majority of the members of the Committee shall constitute a quorum for the transaction of business.
- D. Committee meetings are subject to all open-meeting laws, and must be noticed and open to the public. Committee minutes and reports are a matter of public record and must be made available to the public in the manner provided by law.

2.34.040 Powers and Duties.

- A. The Sales Tax Oversight Committee shall review the City's Annual Review Report regarding the Sales Tax Ordinance established under Chapter 3.16A of the Kerman Municipal Code.
- B. The Sales Tax Oversight Committee may provide advisory input to the City Council regarding sales tax revenues and expenditures under Chapter 3.16A of the Code.

2.34.050 Staffing and Administration

The City Clerk or designee shall serve as the secretary to the Sales Tax Oversight Committee and is authorized to sign necessary documents for the Committee upon authority of said Committee.

SECTION 5. CEQA. A preliminary environmental assessment has been performed for this project pursuant the California Environmental and Quality Act (CEQA). The City Council finds and determines with certainty that, pursuant to CEQA Guidelines Section 15061(b)(3), there is no possibility that this project may have a significant, adverse, impact on the environment. This is because this project involves purely procedural policies with no impacts on the environment. Therefore, this project is not subject to CEQA.

SECTION 6. Severability. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 7. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 8. Effective Date. This ordinance shall become effective thirty (30) days after the date of adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman on the 11th day of October, 2023, and was passed and adopted at a regular meeting of the City Council of the City of Kerman on the 25th day of October, 2023, by the following vote:

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

The foregoing ordinance is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: October 25, 2023

PRESENTER: John Jansons, City Manager

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

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

DISCUSSION: In 2001, an initial lease for a cellular tower site located at 15201 W. California Avenue was approved by City Council and subsequently renewed and extended over time.

In November 2007, the current lease for the same location was approved by City Council. The current lease is set to expire on December 31, 2023 and by mutual agreement the respective parties wish to extend the lease.

The basics lease extension business terms are as follows:

Term: Five (5) Years

Automatic Extensions: Five (5) additional terms of Five (5) Years each.

Termination: Lessee to provide Thirty (30) days' notice Prior expiration of Initial Extension Term or then-current Additional Extension Term.

Rent: Commencing January 1, 2024, rent shall be (Twenty One Thousand Dollars) \$21,000 per year, paid monthly.

Rent Increase: Shall be two and one half percent per year (2.5%) effective January 1, 2025.

Adoption of the proposed resolution (Attachment 'A') will authorize execution of the "First Amendment to Site Lease" presented as Exhibit 'A' to the resolution. Attachment 'B' to this report is the 2007 Lease.

ATTACHMENTS:

- A. Resolution w/Exhibit
- B. 2007 Lease

Attachment 'A'

RESOLUTION NO. 23-____

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING FIRST AMENDMENT TO SITE LEASE WITH FRESNO MSA LIMITED PARTNERSHIP D/B/A VERIZON WIRELESS FOR CELLULAR TOWER LOCATED AT 15201 W. CALIFORNIA AVENUE.

WHEREAS, in 2001, the City of Kerman entered in to an initial Fresno MSA Limited Partnership d/b/a Verizon Wireless (Cellco Partnership) for a cellular phone transmission tower in 2001 which was renewed and extended; and

WHEREAS, in 2007, the City executed a new lease with Fresno MSA Limited Partnership d/b/a Verizon Wireless (Cellco Partnership) for continued use of City property for the subject cellular phone transmission tower; and

WHEREAS, the City was presented with renewal terms to extend this agreement in 2023 which were negotiated and ultimately agreed upon to the benefit of the City; and

WHEREAS, approval of the First Amendment to Lease (Exhibit 'A') is in the best interest of the community for the provision of telecommunication services and in the interest of the city by maintaining an important source of revenue.

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

SECTION 1. The above referenced recitals are true and correct.

SECTION 2. The City Council approves "First Amendment to Site Lease" incorporated herein as Exhibit 'A'.

SECTION 3. The City Manager is authorized to execute any and all documents necessary to complete this lease extension.

SECTION 4. This Resolution is effective upon adoption.

The foregoing Resolution was considered by the City Council to the City of Kerman at a regular meeting of said Council held on the 25th day of October 2023, and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

[Attestation on next page.]

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

**FIRST AMENDMENT TO SITE LEASE
BETWEEN CITY OF KERMAN AND FRESNO MSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS**

This First Amendment to Site Lease (“First Amendment”) is made, and shall be effective, as of the last date of the signatures below (“Effective Date”), between City of Kerman (“LESSOR”), and Fresno MSA Limited Partnership d/b/a Verizon Wireless (“LESSEE”). LESSOR and LESSEE may be referenced in this First Amendment individually as a “Party” or collectively as the “Parties.”

RECITALS

A. LESSOR and LESSEE (or their predecessors in interest) entered into that certain Site Lease dated September 26, 2007, as may have been previously amended and/or assigned, (the “Agreement”); and

B. Under the Agreement, LESSEE is leasing or licensing from LESSOR a portion of that certain property located at 15201 W. California Avenue, in the City of Kerman, County of Fresno, State of California, as more particularly described in the Agreement. The Agreement is set to expire on December 31, 2023, and the Parties wish to extend the term of the and modify certain provisions.

AGREEMENT

In consideration of the mutual covenants and promises contained in this First Amendment, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by the Parties, the Parties agree to amend the Agreement as follows:

1. Term. Commencing on January 1, 2024, the Agreement shall be extended for 5 years (“Initial Extension Term”). The term of the Agreement shall thereafter automatically extend for 5 additional terms of 5 years each (each, an “Additional Extension Term”), unless LESSEE terminates the Agreement by giving LESSOR notice of such termination at least 30 days prior to the expiration of the Initial Extension Term or then-current Additional Extension Term.

2. Rent. Commencing on January 1, 2024, the annual rent during the Initial Extension Term shall be \$21,000.00, to be paid in equal monthly installments on the first day of the month in advance to LESSOR or such other person as LESSOR may designate in writing at least 30 days in advance of any rental payment date. Beginning on January 1, 2025, the annual rent shall increase by 2.50% over the annual rent then in effect and by 2.50% over the then current annual rent on each one-year anniversary of January 1, 2025, thereafter.

3. Rent Credit. This First Amendment provides for a reduction in rent, effective January 1, 2024. The Parties acknowledge and agree that LESSEE shall be entitled to a credit in the event of any overpayment of rent resulting from said reduction in rent. Such credit shall be

applied against LESSEE's rent due under the Agreement if Lessee provides notice to Lessor within 60 days of such overpayment.

4. Continued Effect. Except as amended hereby, all of the other terms and conditions of the Agreement shall remain in full force and effect. In the event of a conflict between any term and provision of the Agreement and this First Amendment, the terms and provisions of this First Amendment shall control. In addition, except as otherwise stated in this First Amendment, all initially capitalized terms shall have the same respective defined meaning stated in the Agreement. All captions are for reference purposes only and shall not be used in the construction or interpretation of this First Amendment.

5. Ratification and Reaffirmation. LESSOR and LESSEE do hereby ratify, reaffirm, adopt, contract for and agree to be, or continue to be, bound by all of the terms and conditions of the above-referenced Agreement. Except as modified by this First Amendment, all of the terms and conditions of the Agreement are incorporated by reference herein as if set forth at length. It is acknowledged and agreed that the execution of this First Amendment by the Parties is not intended to and shall not constitute a release of either Party from any obligation or liability which said Party has to the other pursuant to the Agreement or this First Amendment.

IN WITNESS WHEREOF, the authorized representatives of the Parties hereto execute this First Amendment below, intending to be bound.

LESSOR:

CITY OF KERMAN,
a California general law city

By: _____
Name: John Jansons
Title: City Manager
Date: _____

LESSEE:

FRESNO MSA LIMITED PARTNERSHIP
D/B/A VERIZON WIRELESS
By: Cellco Partnership, Its General Partner

By: _____
Name: Sergei Mislevy
Title: Executive Director-Network Engineering/Real Estate
Date: _____

Site Identifier: Kerman DT

SITE LEASE

THIS SITE LEASE ("Lease") is entered into this 26th day of September, 2007 ("Effective Date") by and between the City of Kerman, a California general law city, ("Lessor") and Fresno MSA Limited Partnership, d/b/a Verizon Wireless, by Cellco Partnership, its general partner ("Lessee").

1. Lease.

a. In consideration of the promises contained herein, Lessor hereby leases to Lessee the use of that portion of the Property (as defined below) designated by Fresno County Assessor's Parcel Numbers 023-060-63, 023-060-64, 023-060-65, and 023-060-69 with the common address of 15201 W. California Avenue, Kerman, California and described in the attached Exhibit A (the "Property") sufficient for placement of a Communications Facility (as defined below), together with all necessary space and easements for access and utilities and a 12' wide road access and utility easement adjacent to the north property line of the Property (Assessor's Parcel No. 023-060-65) to provide power and telecommunication lines to the Communications Facility, as described and depicted in the attached Exhibit B (collectively referred to hereinafter as the "Premises") on the terms and conditions set forth herein.

b. During the term of this Lease, Lessor agrees to cooperate with Lessee in obtaining, at Lessee's expense, all licenses and permits or authorizations required for Lessee's use of the Premises (as defined below) from all applicable government and/or regulatory entities (including, without limitation, zoning and land use authorities, and the Federal Communication Commission ("FCC") (the "Governmental Approvals"), including appointing Lessee as agent for all land use and zoning permit applications required by Lessee in connection with its intended use of the Property, and Lessor agrees to cooperate with and to allow Lessee, at no cost to Lessor, to obtain a title report, zoning approvals and variances, and land-use permits, and Lessor expressly grants to Lessee a right of access to the Property to perform surveys, soils tests, and other engineering procedures or environmental investigations on the Property, necessary to determine that Lessee's use of the Premises as defined below will be compatible with Lessee's engineering specifications, system design, operations and Governmental Approvals. Notwithstanding the preceding sentence, nothing in this Lease shall be deemed to imply that Lessor has agreed or bound itself to approve any entitlement, license or permit for use of such Property by Lessee, and Lessor shall retain its full governmental discretion to consider Lessee's land use applications on their merits. Any legally proper denial of a license, permit, or entitlement by Lessor shall not be considered a breach of this Lease and shall not result in any damages accruing to Lessee hereunder nor reimbursement of any portion of any rent paid.

2. Term. This Lease shall be effective as of the date of execution by both parties, provided, however, the initial term shall be for five (5) years commencing on the Commencement Date (as defined below) and terminating at midnight on the last day of the initial term (the "Initial Term"). The term of this Lease shall not commence until the last to occur of the following: (i) the first (1st) day of the month following the date this Lease is executed by the parties or (ii) the first (1st) day of the month following the date Lessee is granted a building permit by the governmental agency charged with issuing such permits, provided, however, that notwithstanding the

Site: Kerman DT
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foregoing, the Commencement Date shall be no later than eight (8) weeks from the date this Lease is executed by all parties. (the "Commencement Date").

3. Permitted Use. The Premises may be used by Lessee for the transmission and reception of radio communication signals and for the construction, installation, operation, maintenance, repair, removal or replacement of related facilities, antennas, microwave dishes, global positioning system antennas, equipment shelters and/or cabinets and related activities, and for no other use without the prior written consent of Lessor.

4. Rent. Lessee shall pay Lessor, as pre-paid rent for the Initial Term, Eighty Nine Thousand One Hundred Ninety Three and No/100 Dollars (\$89,193.00), which such pre-paid rent equals five (5) years of pre-paid rent (\$16,800.00 per annum ("Rent"), with annual increases equal to three percent (3%)) for the Initial Term and shall be payable to Lessor at the address specified in Section 12 below within thirty (30) days of the Commencement Date. As additional consideration for entering into this Lease, within thirty (30) days of the Effective Date, Lessee shall pay Three Thousand Eight Hundred Seven and NO/100 Dollars (\$3,807.00) to Lessor. Lessor acknowledges and agrees that Lessor shall be solely responsible for the installation of Lessor's antennas and related equipment as specified at the Property.

5. Renewal.

a. Lessee shall have the right to extend this Lease for five (5) additional five (5) year terms (each, a "Renewal Term"). Each Renewal Term shall be on the same terms and conditions as set forth herein, except that Rent shall be due in annual installments commencing on the sixth annual anniversary of the Commencement Date and continuing on each annual anniversary of the Commencement Date thereafter throughout each applicable Renewal Term. On the sixth annual anniversary of the Commencement Date (the commencement date of the first Renewal Term), Lessee shall pay Lessor, as annual Rent, Nineteen Thousand Four Hundred Seventy Six and No/100 Dollars (\$19,476.00). On the first and each subsequent annual anniversary of the Commencement Date thereafter, annual Rent shall be increased by three percent (3%) above the rental amount paid in the immediately preceding year.

b. This Lease shall automatically renew for each successive Renewal Term unless Lessee notifies Lessor, in writing, of Lessee's intention not to renew this Lease, at least sixty (60) days prior to the expiration of the Initial Term or any Renewal Term. If Lessee shall remain in possession of the Premises at the expiration of this Lease or any Renewal Term (if not extended automatically, as provided above) without a written agreement, such tenancy shall be deemed a month-to-month tenancy under the same terms and conditions of this Lease, and the month-to-month tenancy may be terminated by written notice given by either party at least 30 days prior to the intended date of termination.

6. Interference. Lessee shall not use the Premises in any way which interferes with the current use and security of the Property by Lessor, or the currently existing uses of current lessees or licensees of Lessor, with rights in the Property prior in time to the Effective Date (subject to Lessee's rights under this Lease, including without limitation, non-interference). Similarly, Lessor shall not use, nor shall Lessor permit its current or future lessees, licensees, employees, invitees or agents to use, any portion of the Property in any way which interferes with the operations or security of Lessee. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring a court action to enjoin such interference or to terminate this Lease immediately upon written notice. Lessor shall be permitted to license other users of the New Monopole (as described below in Section 7) and the Property, subject to the non-interference provisions of this Section.

7. Improvements; Utilities; Access.

a. Lessor represents and warrants that the one hundred fifty foot (150') monopole (the "New Monopole") which was constructed by Cricket Communications on the Property was constructed in compliance with all applicable laws and regulations (including without limitation any required use permits from any applicable governmental agencies or authorities).

b. Lessee shall have the right, at its expense, to erect and maintain on the Premises improvements, personal property and facilities necessary to operate its communications system, including, without limitation, radio transmitting and receiving antennas, microwave dishes, global positioning system antennas, tower and base, equipment shelters, generator, and/or cabinets and related cables and utility lines (collectively the "Communications Facility"). The Communications Facility shall initially be configured as set forth in the attached Exhibit C. Lessee shall have the right to replace or upgrade the Communications Facility at any time during the term of this Lease. Lessee shall cause all construction to occur in a good and workmanlike manner and according to current local building practices, lien-free and in compliance with all applicable laws and ordinances. The Communications Facility (not including the New Monopole) shall remain the exclusive property of Lessee. Lessee shall have the right to remove the Communications Facility at any time during the Lease. In addition, Lessee shall, within ninety (90) days of the expiration or early termination of the Lease, remove the Communications Facility (except footings) and otherwise restore the Premises to its original condition, reasonable wear and tear and casualty excepted.

c. Lessee shall, at Lessee's expense, keep and maintain the Communications Facility now or hereafter located on the Property in commercially reasonable condition and repair during the term of this Lease, normal wear and tear and casualty excepted. Upon termination or expiration of this Lease, the Premises shall be returned to Lessor in good, usable condition, normal wear and tear and casualty excepted. Personal property remaining on the Premises more than 90 days after termination of this Lease shall become the property of Lessor free and clear of all liens or encumbrances.

d. Lessee shall have the right to install utilities, at Lessee's expense, and to improve the present utilities on the Property (including, but not limited to, the installation of emergency power generators). Lessor agrees to use reasonable efforts in assisting Lessee to acquire necessary utility service. Lessee shall, wherever practicable, install separate meters for utilities used on the Property. In the event separate meters are not installed, Lessee shall promptly pay the periodic charges for all utilities attributable to Lessee's use within thirty (30) days from receipt of an invoice from Lessor indicating the usage and the payment due to Lessor. Invoices must be forwarded to Lessee no later than one hundred twenty (120) days from the period in which the usage was incurred. Lessee shall not be responsible for payment of any invoices received from Lessor for usage incurred more than one hundred twenty (120) days prior to the date of the receipt of the invoice and Lessor specifically waives the right to make any claim for same. Lessor shall diligently correct any variation, interruption or failure of utility service.

e. As partial consideration for Rent paid under this Lease, Lessor hereby grants Lessee a non-exclusive right for ingress and egress (including access for the purposes described in Section 1), at all times during the Initial Term of this Lease or any Renewal Term seven (7) days a week twenty four (24) hours a day, on foot or motor vehicle, including trucks, over or along a twelve foot (12') wide right of way extending from the nearest public right-of-way to the demised premises and for the installation and maintenance of utility wires, poles, cables, conduits, and pipes over, under, or along a five foot (5') wide right-of-way extending from the point of connection depicted on Exhibit B attached hereto to the demised premises, said demised premises and rights-of-way for access and utilities are included within Lessee's Premises and are more particularly described herein in Exhibit B attached hereto and made a part hereof.

f. Lessee shall have 24-hours-a-day, 7-days-a-week access to the Premises at all times during the Initial Term of this Lease and any Renewal Term. Lessee acknowledges that the Premises are within a controlled-access public works facility operated by Lessor. Notwithstanding the access granted to Lessee by this

paragraph, Lessee shall be responsible that its employees, sub-contractors and agents do not by act or omission allow public access to the Premises or the public works facility.

g. Lessee shall be responsible to determine the applicability of all laws, ordinances and regulations concerning the performance of its activities contemplated in connection with this Lease, and shall comply with all applicable laws, regulations, or ordinances.

h. Lessor covenants that it will keep the New Monopole in good repair as required by all federal, state, county and local laws. Lessor shall also comply with all rules and regulations enforced by the Federal Communications Commission with regard to the lighting, marking and painting of towers. If Lessor fails to make such repairs including maintenance, Lessee may make the repairs and the costs thereof shall be payable to Lessee by Lessor on demand. If Lessor does not make such payment to Lessee within ten (10) days after demand, Lessee shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from the Lessee to the Lessor.

8. Termination. Except as otherwise provided herein, this Lease may be terminated, without any penalty or further liability as follows:

a. upon thirty (30) days written notice by Lessor if Lessee fails to cure a default for payment of amounts due under this Lease within that thirty (30) day period;

b. upon thirty (30) days written notice by either party if the other party commits a non-monetary default and fails to cure or commence curing such default within that thirty (30) day period, or such longer period as may be required to diligently complete a cure commenced within that thirty (30) day period;

c. immediately by Lessee if Lessee notifies Lessor of unacceptable results of any title report, environmental or soil tests prior to Lessee's installation of the Communications Facility on the Premises, or at any time if Lessee is unable to obtain, maintain, or otherwise forfeits or cancels any license (including, without limitation, an FCC license), permit or Governmental Approval necessary to the installation and/or operation of the Communications Facility or Lessee's business;

d. upon thirty (30) days written notice by Lessee if it determines that the Premises are not appropriate or suitable for its operations for economic, environmental or technological reasons;

e. upon thirty (30) days written notice by Lessee if Lessee is unable to obtain or secure a right-of-way or other lawful means of accessing its Premises from a public right-of-way;

f. immediately upon written notice by Lessee if it is unable to occupy and utilize the Premises due to a ruling or directive of the FCC or other governmental or regulatory agency, including, without limitation, a take back of channels or change in frequencies;

g. immediately upon written notice by Lessee if the Premises or the Communications Facility are destroyed or damaged so as in Lessee's reasonable judgment to substantially and adversely affect the effective use of the Communications Facility. In such event, all rights and obligations of the parties shall cease as of the date of the damage or destruction, and Lessee shall be entitled to the reimbursement of any Rent prepaid by Lessee. If Lessee elects to continue this Lease, then all Rent shall abate until the Premises and/or Communications Facility are restored to the condition existing immediately prior to such damage or destruction; or

h. at the time title to the Property transfers to a condemning authority, pursuant to a taking of all or a portion of the Property sufficient in Lessee's determination to render the Premises unsuitable for Lessee's use. Lessor and Lessee shall each be entitled to pursue their own separate awards with respect to such taking. Sale

of all or part of the Property to a purchaser with the power of eminent domain in the face of the exercise of the power shall be treated as a taking by condemnation.

9. Taxes. Lessee shall pay any personal or other property taxes assessed on, or any portion of such taxes directly attributable to, the Communications Facility. Lessor does not currently pay any real property taxes or other fees and assessments attributable to the Property. Any such tax shall be prorated equally among such users (including Lessee), with Lessee being responsible to pay its prorata share.

Any interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of any real property (land or improvements located therein or thereon) which is owned by the City of Kerman (Lessor) may be a taxable possessory interest under California Revenue & Taxation Code Section 107.6. With regard to any possessory interest to be acquired by Lessee under this Lease, Lessee, by its signature(s) hereunto affixed, warrants, stipulates, confirms, acknowledges and agrees that prior to its executing this Lease, Lessee either took a copy of this Lease to the Office of the Fresno County Tax Assessor or by some other appropriate means independent of Lessor or any employee, agent, or representative of Lessor determined, to Lessee's full and complete satisfaction, how much Lessee will be taxed, if at all.

Lessor shall provide to Lessee a copy of any notice, assessment or billing relating to real estate taxes for which Lessee is responsible under this Lease within ten (10) days of receipt of the same by Lessor. Lessee shall have no obligation to make payment of any real estate taxes until Lessee has received the notice, assessment or billing relating to such payment as set forth in the preceding sentence. In the event Lessor fails to provide to Lessee a copy of any real estate tax notice, assessment or billing within the ten (10) day period set forth herein, Lessee shall be relieved of any obligation or responsibility to make payment of real estate taxes referred to in the notice, assessment or billing which was not timely delivered by Lessor to Lessee. Lessee shall have the right, at its sole option and at its sole cost and expense, to appeal, challenge or seek modification of any real estate tax assessment or billing for which Lessee is wholly or partly responsible for payment under this Lease. Lessor shall reasonably cooperate with Lessee in filing, prosecuting and perfecting any appeal or challenge to real estate taxes as set forth in the preceding sentence, including but not limited to, executing any consent to appeal or other similar document.

10. Insurance and Indemnification.

a. Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, waives all claims against Lessor for damages to the Communication Facility and all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time except to the extent that the damage or injury is a direct result of the negligence or willful misconduct of Lessor, its officers, officials, employees, agents, volunteers, lessees, licensees, or occupants of the New Monopole. Notwithstanding the foregoing, Lessee may seek redress for any damage by or from any act or negligence of such lessees, licensees, or occupants of the New Monopole or any occupant of adjoining or contiguous property. Further, Lessee shall indemnify, hold harmless and defend the Lessor and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Lessor, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorneys fees and litigation expenses), to the extent arising directly out of (i) Lessee's acts or omissions in connection with its use of the Property, (ii) Lessee's failure to conduct its activities and maintain its equipment or property thereon in safe condition, or (iii) performance or non-performance of any obligation of Lessee under this Lease, except if to the extent caused by the negligence or willful misconduct of Lessor or any of its officers, officials, employees, agents, volunteers or licensees of the New Monopole.

If the Lessee should subcontract all or any portion of the work performed under this Lease, then Lessee shall require each subcontractor to indemnify, hold harmless and defend Lessor, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph.

This Paragraph shall survive the expiration or termination of this Lease.

b. Throughout the life of this Lease, Lessee shall pay for and maintain in full force and effect with an insurance company(s), admitted by the California Insurance Commissioner to do business in the State of California and rated not less than A-/VII in Best's Insurance Rating Guide, the following policies of insurance:

i. COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations coverages, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

ii. COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for any auto with combined single limits of liability of no less than \$1,000,000 per occurrence.

iii. WORKERS COMPENSATION insurance as required under the California Labor Code.

The above described insurance program shall provide for a 30-day written notice to Lessor, of policy cancellation. Upon issuance by the insurer, broker, or agent of a notice of cancellation, Lessee shall file with Lessor a certificate of such insurance to show replacement coverage.

The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City of Kerman, its officers, officials, agents, and employees as an additional insured. Such policy(s) of insurance shall provide that Lessee's insurance shall be primary as it relates to Lessee's negligence and no contribution shall be required of the Lessor in this respect. Lessee shall furnish the Lessor with the certificate(s) for ALL required insurance prior to the Effective Date.

Any failure to maintain the required insurance shall be sufficient cause for Lessor to terminate this Lease.

If Lessee should subcontract all or any portion of the work to be performed under this Lease, Lessee shall require each subcontractor to provide insurance protection in favor of Lessor, its officers, officials, employees and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates shall be on file with Lessee and Lessor prior to the commencement of any work by the subcontractor.

11. Hold Harmless. Lessee agrees to hold Lessor harmless from claims to the extent arising from the installation, use, maintenance, repair or removal of the Communications Facility by Lessee, except to the extent of claims arising from the negligence or intentional acts of Lessor, its employees, agents or independent contractors.

12. Notices. All notices, requests, demands and other communications hereunder shall be in writing and shall be deemed validly given if personally delivered or mailed, certified mail, return receipt requested, or sent by for next-business-day delivery by a nationally recognized overnight carrier to the following addresses:

<u>If to Lessee, to:</u>	<u>If to Lessor, to:</u>
Fresno MSA Limited Partnership d/b/a Verizon Wireless 180 Washington Valley Road Bedminster, New Jersey 07921 Attention: Network Real Estate Site Reference: Kerman DT	Director of Public Works Finance City of Kerman 850 South Madera Avenue Kerman, CA 93630 Telephone (559) 846-9388 Fax: (559) 846-6199

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

13. Quiet Enjoyment, Title and Authority. Lessor covenants and warrants to Lessee that (i) Lessor has full right, power and authority to execute this Lease; (ii) it has good and unencumbered title to the Property free and clear of any liens or mortgages, except those disclosed to Lessee and which will not interfere with Lessee's rights to or use of the Premises; and (iii) execution and performance of this Lease will not violate any laws, ordinances, covenants, or the provisions of any mortgage, lease, or other agreement binding on Lessor. Lessor covenants that at all times during the term of this Lease, Lessee's quiet enjoyment of the Premises or any part thereof shall not be disturbed as long as Lessee is not in default beyond any applicable grace or cure period.

14. Environmental Laws. Lessor represents that it has no knowledge of any substance, chemical or waste (collectively "Hazardous Substance") on the Property that is identified as hazardous, toxic or dangerous in any applicable federal, state or local law or regulation. Lessor and Lessee shall not introduce or use any Hazardous Substance on the Property in violation of any applicable law. Lessor shall be responsible for, and shall promptly conduct any investigation and remediation as required by any applicable environmental law, with respect to all spills or other releases of any Hazardous Substance not caused solely by Lessee, that have occurred or which may occur on the Property. Each party agrees to defend, indemnify and hold harmless the other from and against any and all administrative and judicial actions and rulings, claims, causes of action, demands and liability (collectively, "Claims") including, but not limited to, damages, costs, expenses, assessments, penalties, fines, losses, judgments and reasonable attorney fees that the indemnitee may suffer or incur due to the existence or discovery of any Hazardous Substances on the Property or the migration of any Hazardous Substance to other properties or the release of any Hazardous Substance into the environment (collectively, "Actions"), that relate to or arise from the indemnitor's activities on the Property. Lessor agrees to defend, indemnify and hold Lessee harmless from Claims resulting from Actions on the Property not by Lessor or Lessee prior to and during the Term and any Renewal Term of this Lease. The indemnifications in this section specifically include, without limitation, costs incurred in connection with any investigation of site conditions or any cleanup, remedial, removal or restoration work required by any governmental authority. This Section 14 shall survive the termination or expiration of this Lease.

15. Assignment and Subleasing. The parties acknowledge that Lessor is the owner of the New Monopole. Subject to capacity limits of the New Monopole and all rights provided to Lessee in this Lease, Lessor shall have the exclusive right to license third party use of the New Monopole without notice to Lessee.

a. Lessee may assign this Lease and any easement granted herein only after obtaining the written consent of Lessor, which consent shall not be unreasonably withheld, conditioned or delayed. However, Lessee shall have the right to assign this Lease and any easement granted herein without such consent to its parent, affiliate, or subsidiary. Lessee shall provide a written notice to Lessor of any assignment pursuant to the preceding sentence. Upon such assignment, Lessee shall be relieved of all liabilities and obligations hereunder and Lessor shall look solely to the assignee for performance under this Lease and all obligations hereunder.

b. Additionally, Lessee may, upon notice to Lessor, mortgage or grant a security interest in this Lease and the Communications Facility, and may assign this Lease and the Communications Facility to any mortgagees or holders of security interests, including their successors or assigns (collectively "Mortgagees"), provided such Mortgagees interests in this Lease are subject to all of the terms and provisions of this Lease. In such

event, Lessor shall execute such consent to leasehold financing as may reasonably be required by Mortgagees. Lessor agrees to notify Lessee and Lessee's Mortgagees simultaneously of any default by Lessee and to give Mortgagees the same right to cure any default as Lessee or to remove any property of Lessee or Mortgagees located on the Premises, except that the cure period for any Mortgagees shall not be less than thirty (30) days after its receipt of the default notice, as provided in Section 8 of this Lease. All such notices to Mortgagees shall be sent to Mortgagees at the address specified by Lessee. Failure by Lessor to give Mortgagees such notice shall not diminish Lessor's rights against Lessee, but shall preserve all rights of Mortgagees to cure any default and to remove any property of Lessee or Mortgagees located on the Premises as provided in Section 17 of this Lease.

16. Successors and Assigns. This Lease and the rights-of-way granted herein shall run with the land, and shall be binding upon and inure to the benefit of the parties, their respective successors, personal representatives and assigns.

17. Waiver of Lessor's Lien. Lessor hereby waives any and all lien rights it may have, statutory or otherwise concerning the Communications Facility or any portion thereof which shall be deemed personal property for the purposes of this Lease, whether or not the same is deemed real or personal property under applicable laws, and Lessor gives Lessee and Mortgagees the right to remove all or any portion of the same from time to time, whether before or after a default under this Lease, in Lessee's and/or Mortgagee's sole discretion and without Lessor's consent, except that the New Monopole itself shall not be subject to the provisions of this Section.

18. Miscellaneous.

a. The substantially prevailing party in any litigation arising hereunder shall be entitled to its reasonable attorneys' fees and court costs, including appeals, if any.

b. Each party agrees to furnish to the other, within twenty (20) days after request, such truthful estoppel information as the other may reasonably request.

c. This Lease constitutes the entire agreement and understanding of the parties, and supersedes all offers, negotiations and other agreements. There are no representations or understandings of any kind not set forth herein. Any amendments to this Lease must be in writing and executed by both parties.

d. Each party agrees to cooperate with the other in executing any documents (including a Memorandum of Lease in substantially the form attached as Exhibit D) necessary to protect its rights or use of the Premises. The Memorandum of Lease may be recorded in place of this Lease by either party. In the event the Property is encumbered by a mortgage or deed of trust, Lessor agrees, upon request of Lessee, to obtain and furnish to Lessee a non-disturbance and attornment agreement for each such mortgage or deed of trust, in a form reasonably acceptable to Lessee. Lessee may obtain title insurance on its interest in the Premises. Lessor agrees to execute such documents as the Title Company may require in connection therewith.

e. This Lease shall be construed in accordance with the laws of the State of California.

f. If any term of this Lease is found to be void or invalid, such finding shall not affect the remaining terms of this Lease, which shall continue in full force and effect. The parties agree that if any provisions are deemed not enforceable, they shall be deemed modified to the extent necessary to make them enforceable. Any questions of particular interpretation shall not be interpreted against the draftsman, but rather in accordance with the fair meaning thereof.

g. The persons who have executed this Lease represent and warrant that they are duly authorized to execute this Lease in their individual or representative capacity as indicated.

h. This Lease may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

i. All Exhibits referred herein and any Addenda are incorporated herein for all purposes. The parties understand and acknowledge that Exhibit A (the legal description of the Property), Exhibit B (the Premises location within the Property), Exhibit C (Description of Communications Facility), may be attached to this Lease and the Memorandum of Lease, in preliminary form. The terms of all Exhibits are incorporated herein for all purposes.

j. If Lessor is represented by any broker or any other leasing agent, (collectively, "Broker") Lessor is responsible for all commission fees or other payments to such Broker, and agrees to indemnify and hold Lessee harmless from all claims by such broker or anyone claiming through such broker. If Lessee is represented by any broker or any other leasing agent, Lessee is responsible for all commission fees or other payments to such Broker, and agrees to indemnify and hold Lessor harmless from all claims by such broker or anyone claiming through such broker.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE]

Lessor:

City of Kerman,
a California general law city

Tax Identification Number: 94-6000351

By: *Ron Manfredi*
 Printed Name: RON MANFREDI
 Its: CITY MANAGER
 Date: 9/27/07

Lessee:

Fresno MSA Limited Partnership,
d/b/a Verizon Wireless

By: Celco Partnership, its General Partner

By: *Keith A. Surratt*
 Printed Name: Keith A. Surratt
 Its: West Area Vice President – Network
 Date: 11/15/07

EXHIBIT "A"
(LEGAL DESCRIPTION OF PROPERTY)

[Attached.]

Site: Kerman DT
\\3925296.7

LEGAL DESCRIPTION

Real property in the City of Kerman, County of Fresno, State of California, described as follows:

PARCEL 1:

A 25 FOOT STRIP OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 00° 33' 39" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 59.42 FEET, TO THE TRUE POINT OF BEGINNING, SAID POINT BEING ON THE NORTH LINE OF THE UNION PACIFIC RAILROAD RIGHT OF WAY, SAID POINT ALSO BEING 50.00 FEET NORTH OF THE INTERSECTION OF SAID WEST LINE AND THE CENTERLINE OF THE MAIN UNION PACIFIC TRACKS; THENCE NORTH 89° 59' 48" EAST, ALONG A LINE PARALLEL WITH AND 50.00 FEET NORTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 2621.50 FEET, TO A POINT ON THE WEST RIGHT OF WAY LINE OF MADERA AVENUE, SAID POINT BEING 40.00 FEET WEST OF THE INTERSECTION OF SAID NORTH RAILROAD RIGHT OF WAY LINE AND THE EAST LINE OF SAID SECTION 13, SAID INTERSECTION BEING 89.47 FEET SOUTH OF THE NORTHEAST CORNER OF SAID SECTION 13; THENCE SOUTH 00° 33' 55" WEST, ALONG SAID WEST RIGHT OF WAY, A DISTANCE OF 25.00 FEET, TO A POINT 25.00 FEET NORTH OF THE CENTERLINE OF SAID MAIN TRACKS; THENCE SOUTH 89° 59' 48" WEST ALONG A LINE PARALLEL WITH AND 25.00 FEET NORTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 2621.50 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT BEING 84.42 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 00° 33' 39" EAST ALONG SAID WEST LINE DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

ALSO EXCEPTING ANY PORTION THEREOF, LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.

ALSO EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE AS RESERVED IN DEED FROM UNION PACIFIC RAILROAD COMPANY TO CITY OF KERMAN, RECORDED ON JULY 31, 2003, AS DOCUMENT NO. 20030174661, OFFICIAL RECORDS.

APN: 023-060-63U

PARCEL 2:

A PORTION OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE SOUTH 00°

33' 39" WEST ALONG THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, A DISTANCE OF 134.42 FEET, TO THE TRUE POINT OF BEGINNING, SAID POINT BEING 25.00 FEET SOUTH OF THE INTERSECTION OF SAID WEST LINE AND THE CENTER LINE OF THE MAIN UNION PACIFIC RAILROAD TRACKS; THENCE NORTH 89° 59' 48" EAST, ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 1772.09 FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY WITH CENTER POINT BEARING SOUTH 00° 00' 12" EAST A RADIUS OF 759.21 FEET, PARALLEL WITH AND 25.00 FEET SOUTHERLY OF THE CENTERLINE OF A SOUTHERN SPUR FROM THE MAIN UNION PACIFIC RAILROAD TRACKS, THROUGH A CENTRAL ANGLE OF 06° 21' 03" AND ARC LENGTH 84.15 FEET; THENCE SOUTH 83° 39' 09" EAST, ALONG A LINE PARALLEL WITH AND 25.00 FEET SOUTHWESTERLY OF THE CENTER LINE OF SAID SPUR TRACKS, A DISTANCE OF 312.70 FEET, TO A POINT 494.00 FEET WEST OF THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 00° 33' 55" WEST, ALONG A LINE PARALLEL WITH AND 494.00 FEET WEST OF THE EAST LINE OF SAID SECTION 13, A DISTANCE OF 25.13 FEET; THENCE NORTH 83° 39' 09" WEST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHWESTERLY OF THE CENTERLINE OF SAID SPUR TRACKS, A DISTANCE OF 315.24 FEET; THENCE NORTHWESTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY WITH CENTER POINT BEARING SOUTH 06° 20' 51" WEST A RADIUS OF 734.21 FEET, PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID SPUR TRACKS, THROUGH A CENTRAL ANGLE OF 06° 21' 03" AN ARC LENGTH OF 81.38 FEET; THENCE SOUTH 89° 59' 48" WEST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 360.62 FEET TO POINT "A"; THENCE SOUTH 89° 59' 48" WEST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 1411.96 FEET, TO A POINT ON THE WEST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 13, SAID POINT BEING 159.42 FEET SOUTH OF THE NORTH QUARTER CORNER OF SAID SECTION 13; THENCE NORTH 00° 33' 39" EAST, ALONG SAID WEST LINE A DISTANCE OF 25.00 FEET TO THE TRUE POINT OF BEGINNING.

EXCEPT THEREFROM THE RAILROAD TRACKAGE AND TRACK APPURTENANCES THERETO, LOCATED ON SAID LAND, RESERVED BY UNION PACIFIC RAILROAD, A DELAWARE CORPORATION IN THE QUITCLAIM DEED RECORDED JULY 31, 2002 AS INSTRUMENT NO. 2003-0174611 OF OFFICIAL RECORDS.

ALSO EXCEPTING THEREFROM ANY PORTION THEREOF LYING IN THE NORTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 13.

ALSO EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE AS RESERVED IN DEED FROM UNION PACIFIC RAILROAD COMPANY TO CITY OF KERNAN, RECORDED ON JULY 31, 2003, AS DOCUMENT NO. 20030174667, OFFICIAL RECORDS.

APN: 023-060-64U

PARCEL 3:

A PORTION OF LAND LYING IN SECTION 13, TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT POINT "A" DESCRIBED ABOVE (PARCEL 2); THENCE NORTH 89° 59' 48" EAST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF CENTERLINE OF THE MAIN UNION PACIFIC RAILROAD TRACKS, A DISTANCE OF 360.62 FEET; THENCE EASTERLY ALONG THE ARC OF A CURVE CONCAVE SOUTHERLY WITH CENTER POINT BEARING SOUTH 00° 00' 12" EAST A RADIUS OF 734.21 FEET, PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF A SOUTHERN SPUR FROM THE UNION PACIFIC RAILROAD TRACKS, THROUGH A CENTRAL ANGLE OF 06° 21' 03" AND ARC LENGTH OF 81.38 FEET; THENCE SOUTH 83° 39' 09" EAST, ALONG A LINE PARALLEL WITH AND 50.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID SPUR TRACKS, A DISTANCE OF 315.24 FEET, TO A POINT 494.11 FEET WEST OF THE EAST LINE OF SAID SECTION 13; THENCE SOUTH 00° 33' 55" WEST, ALONG A LINE PARALLEL WITH AND 494.00 FEET WESTERLY OF EAST LINE OF SAID SECTION 13, A DISTANCE OF 130.63 FEET TO A POINT 220.00 FEET SOUTH OF CENTERLINE OF SAID MAIN TRACKS; THENCE SOUTH 89° 59' 48" WEST, ALONG A LINE PARALLEL WITH AND 220.00 FEET SOUTHERLY OF THE CENTERLINE OF SAID MAIN TRACKS, A DISTANCE OF 754.98 FEET; THENCE NORTH 00° 22' 48" EAST A DISTANCE OF 170.00 FEET TO POINT "A", THE TRUE POINT OF BEGINNING.

EXCEPTING THEREFROM ALL MINERALS AND ALL MINERAL RIGHTS OF EVERY KIND AND CHARACTER NOW KNOWN TO EXIST OR HEREAFTER DISCOVERED UNDERLYING THE PROPERTY, INCLUDING, WITHOUT LIMITING THE GENERALITY OF THE FOREGOING, OIL AND GAS AND RIGHTS THERETO, TOGETHER WITH THE SOLE, EXCLUSIVE AND PERPETUAL RIGHT TO EXPLORE FOR, REMOVE AND DISPOSE OF SAID MINERALS BY ANY MEANS OR METHODS SUITABLE, BUT WITHOUT ENTERING UPON OR USING THE SURFACE OF THE PROPERTY, AND IN SUCH MANNER AS NOT TO DAMAGE THE SURFACE OF THE PROPERTY, OR TO INTERFERE WITH THE USE AS RESERVED IN DEED FROM UNION PACIFIC RAILROAD COMPANY TO CITY OF KERMAN, RECORDED ON JULY 31, 2003, AS DOCUMENT NO. 20030174661, OFFICIAL RECORDS.

APN: 023-060-65ST

PARCEL 4:

THE WEST HALF OF THE FOLLOWING DESCRIBED PROPERTY:

THAT PORTION OF THE SOUTHEAST QUARTER OF SECTION 12 AND THE NORTHEAST QUARTER OF SECTION 13, ALL IN TOWNSHIP 14 SOUTH, RANGE 17 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE UNITED STATES GOVERNMENT SURVEY, DESCRIBED AS FOLLOWS:

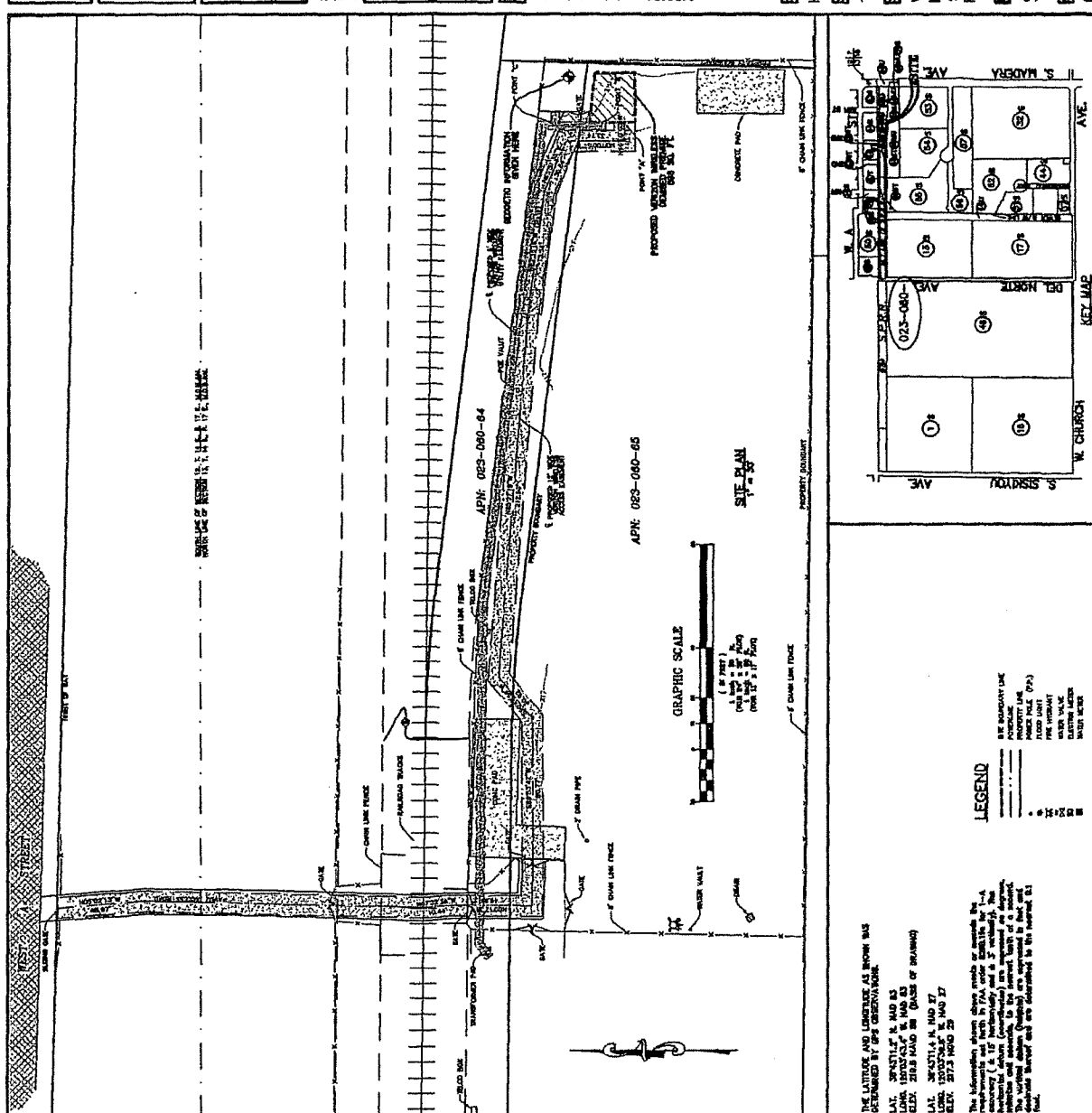
BEGINNING AT THE SOUTHWEST CORNER OF BLOCK 1 OF THE CITY OF KERMAN, ACCORDING TO THE MAP THEREOF RECORDED MARCH 27, 1906 IN BOOK 3, PAGE 31 OF RECORD OF SURVEYS IN THE OFFICE OF THE COUNTY RECORDER OF SAID COUNTY, THENCE SOUTHERLY 60 FEET ALONG THE WESTERLY LINE OF SAID BLOCK 1, PRODUCED SOUTHERLY, TO THE SOUTH LINE OF "A" STREET, SAID POINT BEING THE TRUE POINT OF BEGINNING; THENCE SOUTHERLY ALONG SAID WESTERLY LINE OF BLOCK 1 PRODUCED SOUTHERLY 164.2 FEET TO THE NORTHERLY RIGHT OF WAY LINE OF THE SOUTHERN PACIFIC RAILROAD; THENCE EASTERLY ALONG THE NORTHERLY LINE OF SAID RIGHT OF WAY TO THE WESTERLY LINE OF 3RD STREET PRODUCED SOUTHERLY; THENCE NORTHERLY ALONG SAID WESTERLY LINE OF 3RD STREET, PRODUCED SOUTHERLY 157.75 FEET TO THE SOUTHERLY LINE OF "A" STREET; THENCE WESTERLY ALONG THE SOUTHERLY LINE OF "A" STREET TO THE TRUE POINT OF BEGINNING,

EXCEPTING THEREFROM ALL GAS, OIL AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID LAND AS RESERVED BY HENRY KRESSMANN, J. H. KENNEDY AND TITLE INSURANCE AND TRUST COMPANY, AS TRUSTEES UNDER THE PARAGRAPH VIII OF THE WILL OF LOUISE E. KERCKHOFF, DECEASED, IN DEED RECORDED APRIL 6, 1950 IN BOOK 2834, PAGE 492 OF OFFICIAL RECORDS.

APN: 023-060-69ST

EXHIBIT "B"
(SKETCH OF THE PREMISES)

[Attached.]

[illegible][illegible]







STAFF REPORT

MEETING DATE: October 25, 2023

PRESENTER: Michael Barajas, Public Works Director

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

RECOMMENDATION: Council by motion:

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

EXECUTIVE SUMMARY:

The FY 23/24 Waste Water Treatment Plant Biolac Sludge Dredging/Hauling is included in the City’s Capital Improvement Plan and will consist of dredging solids out of the Biolac Pond to an average of 6 to 12 inches from the bottom of pond. Contractor dredging equipment will pump a thick slurry into the City’s drying basin. The Project will also include removal and reinstallation of the existing Biolac Aeration System in order for the Contractor to dredge the Biolac Pond. The overall system must remain in operation throughout dredging activities and with a portion of the aeration system to be turned off surrounding the dredge during operations to aid in production.

DISCUSSION:

The City circulated a Request for Proposals (RFP) on the project and received one proposal on Wednesday, August 30, 2023, and the results were as follows:

Contractor	Base Bid
MidCal Dredging	\$414,350.00
City’s Estimate	\$220,000.00

Staff reviewed the proposal submitted by MidCal Dredging, Inc., along with information regarding previous work experience and has found MidCal Dredging, Inc. to be a responsible contractor. However, the single proposal well exceeded the City’s estimate of the work.

Staff reviewed the Request for Proposals language and, specifically, Section X.E. of the RFP, which states:

E. This RFP does not commit the City of Kerman to award a contract, to pay any costs incurred in the preparation of a proposal for this request, or to procure or contract for services. The City of Kerman reserves the right to accept or reject any or all proposals received as a result of this request, to negotiate with any qualified Contractor, or to modify or cancel in part or in its entirety the RFP if it is in the best interests of the City of Kerman to do so. Furthermore, a contract award may not be made based solely on price.

Given that the City reserved the right to negotiate with any qualified contractor, and because only one proposal was received, Staff was able to reach out to MidCal Dredging to question why their proposal was so much higher than the City’s estimate. It was determined that the Contractor had misunderstood the intent of the removal and reinstallation of the Biolac system during dredging and assumed they needed to furnish and install an entirely new Biolac system. Once they understood that the existing system needed only to be removed and reinstalled, they provided an updated proposal in the amount of \$231,000, which matches the City’s expectations for the work and is very close to the budgeted estimate. Therefore, Staff recommends an award of contract.

FISCAL IMPACT:

The City has budgeted \$220,000 for the project from Sewer Facilities Construction Funds. As previously discussed, the proposed contract is in the amount of \$231,000.00. Staff recommends to amend the Sewer Facilities Construction Fund to \$231,000.00 to meet the changing circumstances of the proposed contract amount.

PUBLIC HEARING:

Not required.

ATTACHMENTS:

A. Resolution

Attachment ‘A’

RESOLUTION NO. 23-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AWARDING CONTRACT FOR FISCAL YEAR 23/24 WASTE WATER TREATMENT PLANT BIOLAC SLUDGE DREDGING/HAULING PROJECT TO MIDCAL DREDGING, INC.

WHEREAS, the Request for Proposals for the Waste Water Treatment Plant Biolac Sludge Dredging/Hauling Project was published in the Kerman News on August 2, 2023, and posted on the City’s website; and

WHEREAS, the Project consists of the Waste Water Treatment Plant Biolac Sludge Dredging within the City of Kerman; and

WHEREAS, the following proposals for the Project were publicly opened at the Kerman City Hall on August 31, 2023:

Contractor	Base Bid
Mid-Cal Dredging, Inc.	\$231,000.00

WHEREAS, the City’s estimate was \$220,000.00; and

WHEREAS, after negotiation Mid-Cal Dredging, Inc. and City agreed on a contract amount of \$231,000.00

NOW THEREFORE, the Kerman City Council resolves as follows:

- SECTION 1. The foregoing recitals are true and correct.
- SECTION 2. Upon the recommendation of City Staff, the Council approves the contract for the FY 23/24 Waste Water Treatment Plant Biolac Sludge Dredging/Hauling Project with MidCal Dredging, INC., 22052 Everett Avenue, Riverdale, CA 93656 in the amount of Two Hundred Thirty One Thousand and Zero Cents (\$231,000.00). The approved contract is attached as Exhibit ‘A’ and incorporated by reference.
- SECTION 3. The City Manager is authorized to sign the agreement on behalf of the City.
- SECTION 4. This resolution is effective upon adoption.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 25th day of October 2023, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk



STAFF REPORT

MEETING DATE: October 25, 2023

PRESENTER: Josefina Alvarez, Finance Director

SUBJECT: Water, Wastewater and Storm Drain Rate Study 2023 Final Report and Initiation of Proposition 218 Process (JA)

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

EXECUTIVE SUMMARY:

Lechowicz and Tseng, the consultant firm retained to undertake the rate study for Water, Wastewater, and Storm Drain utilities presented its Draft Report to Council on the October 11, 2023. No adjustments were requested from Council; however, the consultant has made clarifications and updates to the drought rates and the storm drain process. The drought rates were further clarified to state when the City would start billing for drought rates and when City would stop. The storm drain process was further clarified on what steps and procedures need to be followed to adopt these rates.

The proposed resolution provides that the Council accepts the Final Report and authorizes initiation of the Proposition 218 process. Proposition 218 requires that all customers be notified of the proposed rates and the Public Hearing date. Staff will work with Lechowicz and Tseng and with the City Attorney to prepare a Proposition 218 notice as required as well as ballots for the storm drain proposed rate increase. Subject to Council approval of the resolution, the notices are scheduled to be mailed out on October 27, 2023, to meet the 45-day Public Hearing Notice timeline.

Staff would like to set the Public Hearing date for December 13, 2023, which is the date included in the resolution. If there is no majority protest for Water and Wastewater, the Council may adopt rates for those two utilities at that time. If there is no majority protest for Storm Drain rates, the Council would set an election and ballots would be mailed. If Council approves the Water and Wastewater Drain rates at the December 13, 2023, public hearing rates would become effective February 1, 2024. The storm drain rates would be effective after the election.

FISCAL IMPACT:

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

ATTACHMENTS:

A. Resolution

B. Water, Wastewater and Storm Drain Rate Study 2023 Final Report

RESOLUTION NO. 23-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, ACCEPTING THE WATER, WASTEWATER, AND STORM DRAIN RATE STUDY FINAL REPORT, AUTHORIZING REQUIRED ACTIONS UNDER PROPOSITION 218, AND SETTING A PROPOSITION 218 PUBLIC HEARING DATE TO CONSIDER RATE INCREASES

WHEREAS, the City of Kerman engaged Lechowicz + Teng Municipal Consultants (Consultant), a firm with expertise in the analysis of costs relating to utilities to conduct a rate study of the City’s municipal water, sewer, and storm drain utilities; and

WHEREAS, the City Council (Council) held a Study Session on October 11, 2023, to review the draft report from Consultant regarding current rates and the need to increase rates to meet operational costs; and

WHEREAS, the Council received a final report from Consultant at this Council meeting of October 25, 2023, heard from staff on this matter, and sought public comments; and

WHEREAS, the Council wishes to proceed with the Proposition 218 Process relating to proposed rate increases for water, sewer, and storm drain utilities.

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

- SECTION 1. The above recitals are true and correct.
- SECTION 2. The Council has duly considered the Water Wastewater, and Storm Drain Rate Study Final Report prepared by Lechowicz + Teng Municipal Consultants and hereby accepts the Final Report. A copy of the Final Report is attached hereto and incorporated by reference.
- SECTION 3. Staff is directed and authorized to take required actions under Proposition 218 including but not limited to preparation and mailing of required 45-day notices to all rate payers and required ballots to rate payers regarding the proposed storm drain rates.
- SECTION 4. A public hearing shall be held in accordance with the requirements of Proposition 218.
- SECTION 5. The date for the public hearing on the proposed rate increases is hereby set for December 13, 2023, at 6 PM in the Kerman City Council Chamber.
- SECTION 6. Staff are directed to take all actions necessary to effectuate the Proposition 218 process and to ensure an open, transparent, and lawful process regarding the proposed rate increases.
- SECTION 7. This resolution is effective immediately upon adoption.

The foregoing resolution was approved by the City Council to the City of Kerman at a regular meeting held on the 25th day of October 2023, and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Maria Pacheco
Mayor

ATTEST:

Marci Reyes
City Clerk

Attachment 'B'



CITY OF KERMAN

Water, Wastewater, and Storm Drain Rate Study

FINAL REPORT
October 25, 2023



LECHOWICZ + TSENG
MUNICIPAL CONSULTANTS

909 Marina Village Parkway #135
Alameda, CA 94501
(510) 545-3182
www.LTmuniconsultants.com

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SECTION 1: INTRODUCTION AND EXECUTIVE SUMMARY

1.1 Background

The City of Kerman (City) provides water and wastewater service to about 3,900 customers. The City's sole source of water supply is groundwater with some surface water purchased from the Fresno Irrigation District for recharge. The City owns and operates a local wastewater plant to treat and dispose of customer discharge. Kerman last conducted an in-depth water and sewer rate study in 2018. Rate updates are needed for the water and sewer utilities to maintain balanced budgets and fund infrastructure improvements. In particular, the sewer utility has spent down its reserves in recent years to fund deferred maintenance of the wastewater treatment plant. Sewer rate increases are needed to keep up with inflationary operating cost increases, maintain strong debt coverage, and build-up reserves over the next five years. This rate study also includes an analysis of storm drain rates which were not included in the 2018 rate study. The Storm Drain Enterprise Fund is currently operating at a deficit and must increase rates to meet the cost of providing service.

1.2 Requirements of Proposition 218

Proposition 218, the "Right to Vote on Taxes Act", was approved by California voters in November 1996 and is codified as Articles XIIC and XIID of the California Constitution. Proposition 218 establishes requirements for imposing any new or increasing any existing property-related fees and charges. For many years, there was no legal consensus on whether water and sewer service fees met the definition of "property-related fees." In July 2007, the California Supreme Court essentially confirmed that Proposition 218 applies to water and wastewater service fees.

1.2.1 Water and Sewer Rate Adjustments

The City must follow the procedural requirements of Proposition 218 for water and sewer rate increases. These requirements include:

1. **Noticing Requirement** – The City must mail a notice of the proposed rate increases to all affected property owners or utility customers (ratepayers). The notice must specify the amount of the fee, the basis upon which it was calculated, the reason for the fee, and the date/time/location of a public rate hearing at which the proposed rates will be considered/adopted.
2. **Public Hearing** – The City must hold a public hearing prior to adopting the proposed rate increases. The public hearing must be held not less than 45 days after the required notices are mailed.
3. **Rate Increases Subject to Majority Protest** - At the public hearing, the proposed rate increases are subject to majority protest. If more than 50% of affected property owners or customers submit written protests against the proposed rate increases, the increases cannot be adopted.

Proposition 218 also established substantive requirements that apply to water and sewer rates and charges, including:

1. **Cost of Service** - Revenues derived from the fee or charge cannot exceed the funds required to provide the service. In essence, fees cannot exceed the “cost of service”.
2. **Intended Purpose** - Revenues derived from the fee or charge can only be used for the purpose for which the fee was imposed.
3. **Proportional Cost Recovery** - The amount of the fee or charge levied on any customer shall not exceed the proportional cost of service attributable to that customer.
4. **Availability of Service** - No fee or charge may be imposed for a service unless that service is used by, or immediately available to, the owner of the property.
5. **General Government Services** - No fee or charge may be imposed for general governmental services where the service is available to the public at large.

Charges for water and sewer collection are exempt from additional voting requirements of Proposition 218, provided the charges do not exceed the cost of providing service and are adopted pursuant to procedural requirements of Proposition 218.

1.2.2 Storm Drain Rate Adjustments

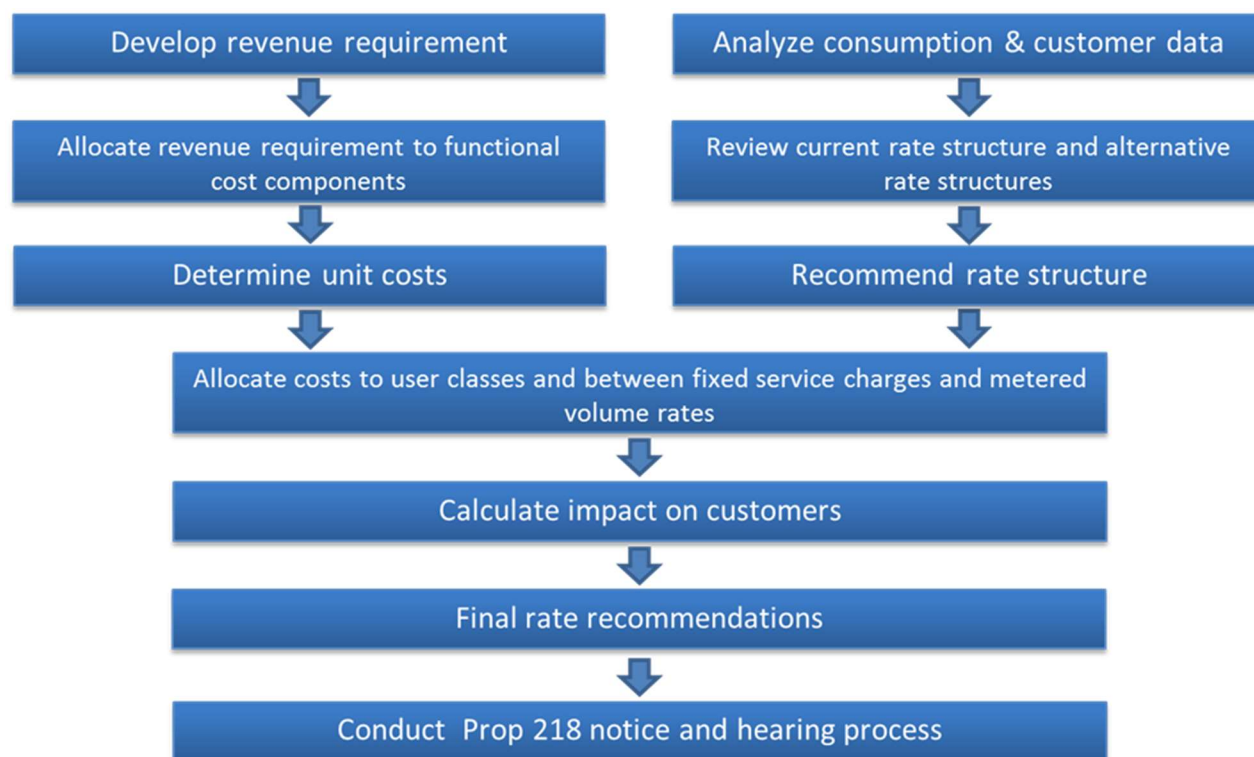
Storm drain rates are also property-related fees subject to the substantive requirements listed above. However, storm drain rates are subject to the following procedural requirements:

1. **Noticing Requirement** - The City must mail a notice of the proposed rate increases to all affected property owners or customers. The notice must specify the amount of the fee, the basis upon which it was calculated, the reason for the fee, and the date/time/location of a public rate hearing at which the proposed rates will be considered/adopted.
2. **Public hearing** - The City must hold a public hearing prior to adopting the proposed rate increases. The public hearing must be held not less than 45 days after the required notices are mailed.
3. **Election** - Unlike the process for water and sewer, if there is not a majority protest, then the City must conduct an election of either the affected property owners/customers or the electorate residing in the affected area. The election shall be conducted not less than 45 days after the majority protest public hearing.
4. **Tabulation** - Tabulate ballots and certify the outcome of the election. Each parcel subject to the fee has one vote. No weighted ballot process is required for the adoption of property-related fees such as storm drain service fees. 50% majority approval of received ballots is required to adopt the fee.

1.3 Rate Study Process

This section details the development of the City's utility rates via the Proposition 218 process as shown in the following figure.

Figure 1: Comprehensive Cost of Service Study Process



The following is a brief description of the rate study process:

- **Revenue Requirements** - Revenue requirements are analyzed via financial plans developed from utility budgets. Based on the best information currently available, the financial plans incorporate projected operation and maintenance costs, capital expenditures, debt service, and growth to estimate annual revenue requirements. The plans serve as a roadmap for funding the City's future operating and capital programs while maintaining long-term fiscal stability.
- **Cost of Service Allocation** - The cost of service process builds on the financial plan analysis and assigns costs to functional cost components.
- **Rate Design** - Rate design involves developing a rate structure that proportionately recovers costs from customers. Final rate recommendations are designed to (a) fund the utilities' short-

and long-term costs of providing service; (b) proportionately allocate costs to all customers and customer classes; and (c) comply with the substantive requirements of Proposition 218.

1.4 Proposed Rates

The findings and recommendations presented in this report were developed with substantial input from staff and City Council. The proposed water, wastewater, and storm drain rates are provided in Table 1, Table 2, and Table 3 respectively. The first rate changes are proposed to go into effect February 1, 2024, for water and sewer, and April 1, 2024, for storm drain service. It is proposed that rate changes for subsequent years for all three utilities go into effect each January 1 through 2028.

1.4.1 Proposed Water Rates

For water service, the City charges a fixed meter fee based on the size of the meter plus a volume rate billed to each 1,000 gallons of water used. It is proposed that the current meter fee and volume rate be increased to keep up with inflationary cost increases. The proposed water rates also include a schedule of drought rates, which would only be implemented during a water shortage emergency as declared by City Council or the Governor. The City does not currently have a schedule of drought rates. Under drought conditions, the meter charges would remain the same, but the consumption rate would increase according to the level of water cutback. Drought rates are intended to make the City financially whole, cover costs, and avoid a loss of revenues due to lower water sales.

It is also proposed that the City increase the current water meter replacement fee of \$0.50 per month per customer. The cost of meter replacement ranges from a few hundred dollars to thousands based on meter size and the City intends to accumulate funds over time to cover these costs. It is proposed that the 3/4" meter replacement fee be set at \$6.50 per month and the replacement fee for larger meters be scaled up, see Table 1.

1.4.2 Proposed Sewer Rates

For wastewater service, the City bills residential customers a fixed monthly charge which encompasses customer service, capacity, and flow related costs. Commercial customers are charged a fixed base fee plus volume rates based on wastewater pollutant strength. No rate structure changes are proposed for the wastewater rates. The single family residential bill is proposed to increase from \$34.65 to \$36.51 per month on February 1, 2024, see Table 2.

1.4.3 Proposed Storm Drain Rates

Storm drain rates are currently billed as a fixed charge of \$1.60 per month for residential customers and a volume rate of \$0.0736 per 1,000 gallon of metered water use (if over the \$1.60 minimum) for non-residential customers. It is recommended that the City bill for storm services based on land use type and parcel size as these factors are more indicative of each customer's impact on the storm drain system, see Table 3. It is proposed that all single family residential customers be charged the cost of service of an average residential parcel based on 0.19 acres.

Table 1: Current and Proposed Monthly Water Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	Current *	Proposed Proposition 218								
		February 1, 2024			January 1, 2025			January 1, 2026		
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee
3/4"	\$28.67	\$29.29	\$6.50	\$35.79	\$30.17	\$6.50	\$36.67	\$31.08	\$6.50	\$37.58
1"	\$43.81	\$44.80	\$7.15	\$51.95	\$46.14	\$7.15	\$53.29	\$47.52	\$7.15	\$54.67
1.5"	\$81.65	\$83.56	\$8.45	\$92.01	\$86.07	\$8.45	\$94.52	\$88.65	\$8.45	\$97.10
2"	\$127.07	\$130.08	\$9.75	\$139.83	\$133.98	\$9.75	\$143.73	\$138.00	\$9.75	\$147.75
3"	\$248.18	\$254.14	\$13.00	\$267.14	\$261.76	\$13.00	\$274.76	\$269.61	\$13.00	\$282.61
4"	\$384.43	\$393.70	\$16.25	\$409.95	\$405.51	\$16.25	\$421.76	\$417.68	\$16.25	\$433.93
6"	\$762.91	\$781.36	\$19.50	\$800.86	\$804.80	\$19.50	\$824.30	\$828.94	\$19.50	\$848.44
Volume Rate (\$/1,000 gallons)	\$1.27			\$1.33			\$1.37			\$1.41
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.39			\$1.43			\$1.47
25% Water Cutback				\$1.51			\$1.55			\$1.60
40% Water Cutback				\$1.68			\$1.73			\$1.79
Meter Size		Proposed Proposition 218								
		January 1, 2027			January 1, 2028					
		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee			
3/4"		\$32.01	\$6.50	\$38.51	\$32.97	\$6.50	\$39.47	* includes \$0.50 meter replacement fee "Meter fee" – proposed meter replacement fee		
1"		\$48.95	\$7.15	\$56.10	\$50.42	\$7.15	\$57.57			
1.5"		\$91.31	\$8.45	\$99.76	\$94.05	\$8.45	\$102.50			
2"		\$142.14	\$9.75	\$151.89	\$146.40	\$9.75	\$156.15			
3"		\$277.70	\$13.00	\$290.70	\$286.03	\$13.00	\$299.03			
4"		\$430.21	\$16.25	\$446.46	\$443.12	\$16.25	\$459.37			
6"		\$853.81	\$19.50	\$873.31	\$879.42	\$19.50	\$898.92			
Volume Rate (\$/1,000 gallons)				\$1.45			\$1.49			
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback				\$1.52			\$1.56			
25% Water Cutback				\$1.65			\$1.70			
40% Water Cutback				\$1.84			\$1.89			

Table 2: Current and Proposed Monthly Wastewater Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Fixed Charges (\$/mo)	Current	Proposed Proposition 218				
		February 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Residential						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$19.12</u>	<u>\$20.72</u>	<u>\$22.38</u>	<u>\$24.17</u>	<u>\$26.10</u>	<u>\$28.19</u>
Total	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Multi-Family Unit						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$10.75</u>	<u>\$15.54</u>	<u>\$16.78</u>	<u>\$18.12</u>	<u>\$19.57</u>	<u>\$21.14</u>
Total	\$26.28	\$31.33	\$33.83	\$36.53	\$39.45	\$42.61
Commercial (Base)	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Commercial Volume Rates (\$/1,000 gal)						
Low Strength	\$2.39	\$2.59	\$2.80	\$3.02	\$3.26	\$3.52
Medium Strength	\$2.75	\$2.98	\$3.22	\$3.48	\$3.76	\$4.06
High Strength	\$3.18	\$3.44	\$3.72	\$4.02	\$4.34	\$4.69

Table 3: Current and Proposed Monthly Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Billing Method Current		Proposed Proposition 218 ⁺					
			Billing Method	April 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Single Family	Per dwelling	\$1.60	Per dwelling	\$1.42	\$1.46	\$1.50	\$1.55	\$1.60
Multi-family	Per dwelling	\$1.60	Per acre	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66
Commercial	*	*	Per acre	\$11.85	\$12.21	\$12.58	\$12.96	\$13.35
Industrial	*	*	Per acre	\$13.33	\$13.73	\$14.14	\$14.56	\$15.00
Church	*	*	Per acre	\$7.40	\$7.62	\$7.85	\$8.09	\$8.33
Schools	*	*	Per acre	\$4.44	\$4.57	\$4.71	\$4.85	\$5.00
Parks	*	*	Per acre	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67

* Currently, all non-residential customers are billed based on metered water service. The current rate is \$0.0736/1,000 gallons of non-irrigation water use with a minimum fee of \$1.60 per month.

+ For accounts for which the City cannot determine a parcel size, the minimum fee is 1/5 of the proposed rate per acre

1.4.4 Bill Impacts

The typical monthly water use of a single family customer is 14,000 gallons per month and the most common residential meter size is 3/4". Based on these parameters, the City's current typical combined utility bill (water, sewer, and storm) is \$82.70 per month. After the proposed 2024 increase, the typical residential bill would increase to \$92.34 per month, an increase of about 12%, see Figure 2. A survey comparing the City of Kerman's current and proposed 2024 water and sewer bill with other local utilities is provided in Figure 3.

Figure 2: Combined Average Single Family Residential Bill

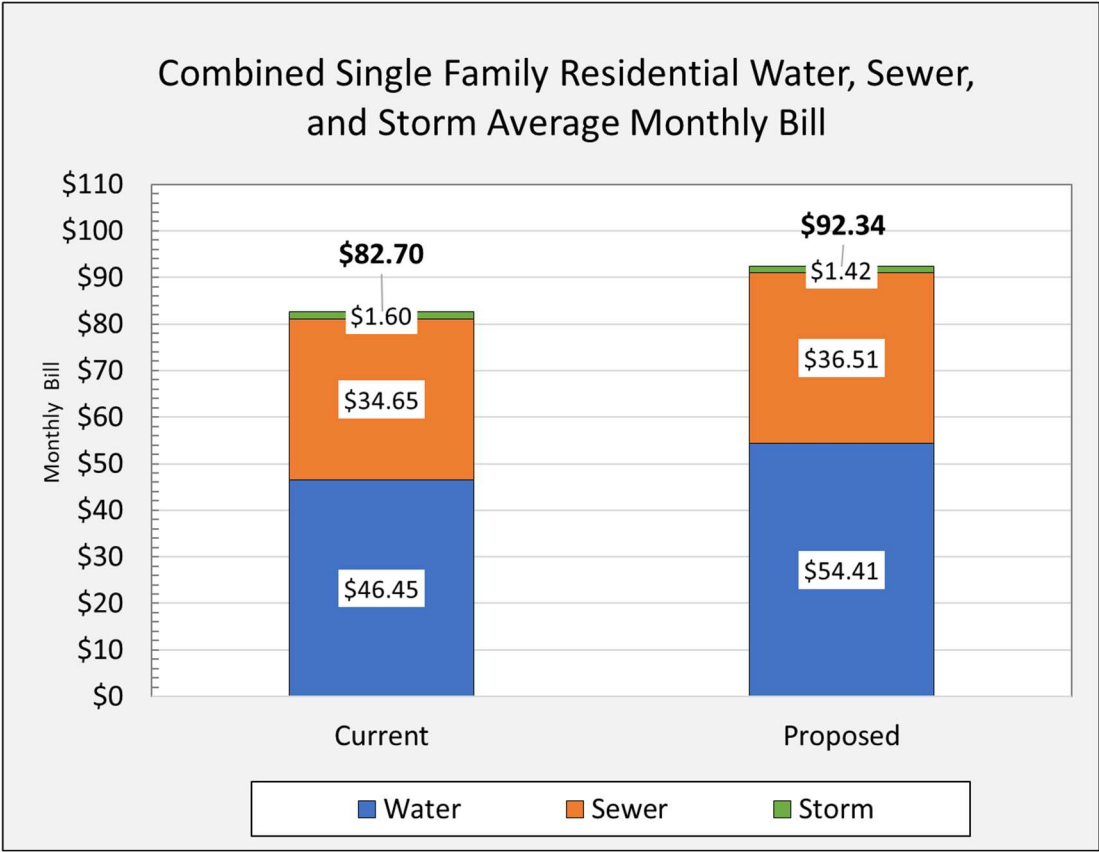
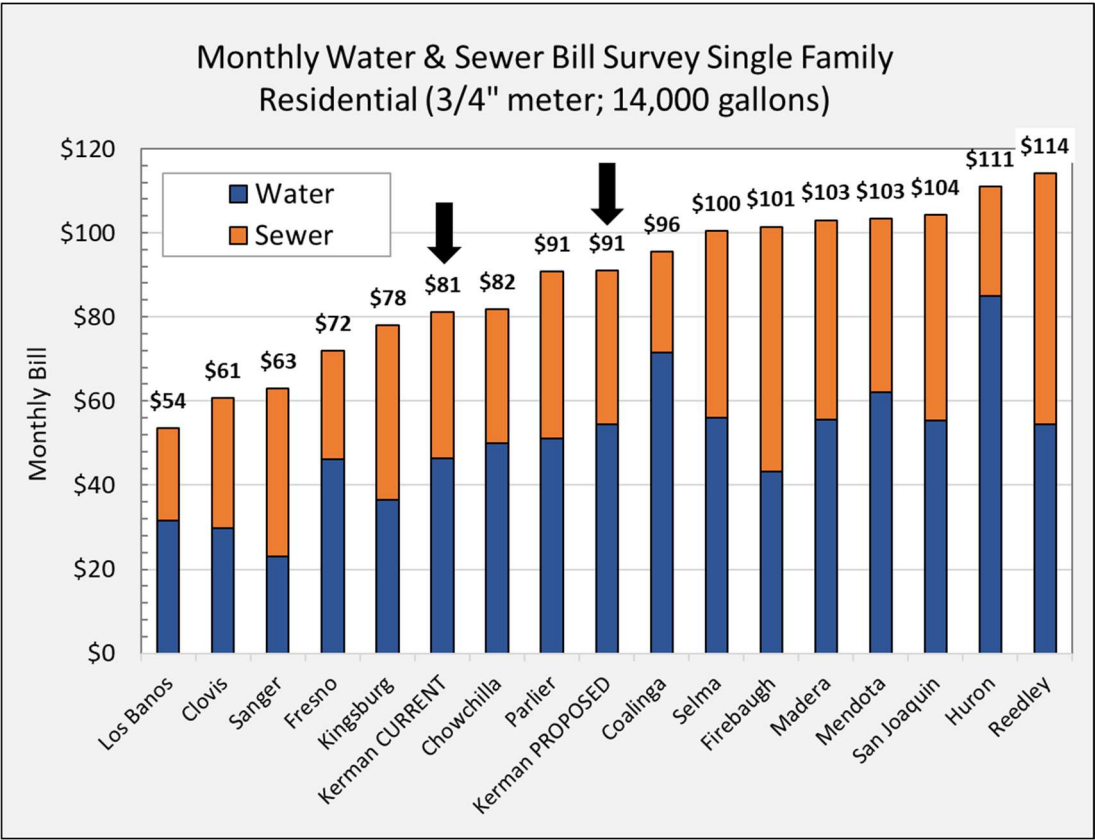


Figure 3: Water and Sewer Bill Survey



SECTION 2: CURRENT RATES AND CUSTOMER BASE

This section provides an overview of the City's current water, wastewater, and storm drain rates, customer base, water usage statistics, and current rate revenues.

2.1 Current Water Rates and Usage Statistics

The City bills for water, sewer, and storm drain service monthly. Customers are charged based on the size of their water meter ranging from 3/4" up to 6". In addition, the City bills all customers a \$0.50 fee to accumulate funds for the eventual replacement of the meter at the end of its useful life. The meter replacement fee is estimated to generate about \$23,500 annually. Customers are also billed a uniform volume rate through which all consumption is charged \$1.27/1,000 gallons, see Table 4. At current rates (effective January 1, 2023), it is estimated that the City would collect about \$2.8 million annually not including the meter replacement fee. About two thirds of revenues are collected from fixed fees and about one third of rate revenues are collected from volume rates.

Table 4: Current Customers by Meter Size and Estimated Water Use
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	# of Customers	Current Meter Replacement Fee	Annual Meter Replacement Revenues	Current Monthly Base Fee	Annual Base Fee Revenues	% of total [1]
3/4"	2,979	\$0.50	\$17,874	\$28.17	\$1,007,021	
1"	752	\$0.50	\$4,512	\$43.31	\$390,829	
1.5"	41	\$0.50	\$246	\$81.15	\$39,926	
2"	115	\$0.50	\$690	\$126.57	\$174,667	
3"	12	\$0.50	\$72	\$247.68	\$35,666	
4"	20	\$0.50	\$120	\$383.93	\$92,143	
6"	4	\$0.50	\$24	\$762.41	\$36,596	
	3,923		\$23,538		\$1,776,848	63.6%
Consumption (1,000 gals)	801,627			\$1.27 (\$/1,000 gal)	\$1,018,066	36.4%
				Subtotal	\$2,794,914	100.0%
				Less 1% delinquency	<u>(\$27,949)</u>	
				Total	\$2,766,965	

1 – Does not include meter replacement fee revenues

2.2 Current Wastewater Rates

The City of Kerman has a separate schedule of charges for single family residential, multi-family residential, and commercial sewer customers, see Table 5. Single family and multi-family customers are billed a fixed monthly fee per dwelling unit consisting of a base charge plus a flow charge. The base charge is the same for both residential customer classes, but each class pays a different flow charge. The base charge reflects the common customer service costs while the flow charge accounts for the greater volume of wastewater discharge of single family customers.

Commercial customers are charged different fees based on the different challenges associated with providing wastewater services to commercial customers. The base charge is the same as for the residential customer classes and is used to offset the costs of customer service. Unlike the residential classes, commercial customers are charged one of three different flow rates. These three classes of commercial customers are low, medium, and high strength, which correspond to the wastewater pollutant characteristics (biochemical oxygen demand and total suspended solids) of each group. Per City policy, commercial customers use dedicated irrigation meters for outdoor water use (i.e. use that is not discharged into the sewer). Irrigation water use is not billed for wastewater service.

Table 5: Current Wastewater Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class		Current Rate	
Single Family Residential			
Base	\$15.53		
Flow	<u>\$19.12</u>		
Total	\$34.65	\$ /month per dwelling unit	
Multifamily Residential			
Base	\$15.53		
Flow	<u>\$10.75</u>		
Total	\$26.28	\$ /month per dwelling unit	
Commercial			
Base	\$15.53	\$ /month per account +	
Low Strength	\$2.39	\$ /1,000 gallons	
Medium Strength	\$2.75	\$ /1,000 gallons	
High Strength	\$3.18	\$ /1,000 gallons	

Table 6 provides estimated annual Wastewater Fund rate revenues. About 95% of revenues are collected from the fixed residential and commercial customer charges and about 5% of rate revenues are collected from commercial flow rates.

Table 6: Estimated Sewer Revenues at Current Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Category	Customer Count	Fixed Monthly Fee	Fixed Annual Revenue	
Commercial Accounts	188	\$15.53	\$35,036	
Single Family Dwelling Units	3,439	\$34.65	\$1,429,936	
Multi Family Dwelling Units	<u>1,114</u>	\$26.28	<u>\$351,311</u>	
Total Accounts/Dwelling Units	4,741		\$1,816,283	95.3%
	Annual Commercial Flows (1,000 gal)	\$/1,000 gal	Volumetric Annual Revenue	
Low Strength	15,663	\$2.39	\$37,435	
Medium Strength	4,490	\$2.75	\$12,347	
High Strength	<u>12,460</u>	\$3.18	<u>\$39,624</u>	
Total Commercial Flows	32,613		\$89,406	4.7%
Total Annual Revenue			\$1,905,689	100.0%

2.3 Current Storm Drain Rates

Currently, residential customers (single- and multi-family) are charged a flat rate of \$1.60 per month while all other customer classes (commercial, industrial, church, school, and park) are charged a flow-based fee at a rate of \$0.0736 per 1,000 gallons with a \$1.60 minimum charge, see Table 7 below. The storm drain rates currently generate about \$83,000 in annual revenues.

Table 7: Current Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Billing Method	Current
Single Family	Per dwelling unit	\$1.60
Multifamily	Per dwelling unit	\$1.60
Commercial	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Industrial	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Church	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Schools	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.
Parks	Flow-based	\$0.0736/1,000 gallons; \$1.60 min.

SECTION 3: WATER REVENUE REQUIREMENT

Proposition 218 requires that utility rates be based on the reasonable cost of providing service to customers. The cost of service includes annual operating expenses, debt service payments, capital projects, and the accumulation of appropriate reserves. The water, wastewater, and storm drain utility costs of service were developed based on the FY2023/24 adopted budget, capital projects developed by staff, and reserve recommendations based on industry standard practice.

3.1 Cost of Service

In FY2024, the water utility's operating budget is approximately \$1.98 million including costs from both the Water Operations Fund and the Water Administrative Fund. Major line-items include administration, salaries and benefits, groundwater management expenses, utilities (electricity for pumping), and chlorine. Most costs are projected to increase by 3% annually. Operations also funds debt service for the City's 2003 State Water Resources Control Board (SWRCB) loan. The annual cost is \$165,000. The loan has a 20-year term and will mature January 2028. The cost of service also includes repair and replacement projects that correct deficiencies in existing infrastructure. Costs associated with system expansion are funded by impact fees and major facilities fees and are not included in this rate study. In FY2025 and beyond, the cost of service includes funding of \$307,000 of annual capital costs to cover items such as pipeline repairs and replacements, main breaks, replacement of large equipment or vehicles, and other unanticipated needs.

The main revenue source to cover operations is water rate revenues. Current rate revenues are estimated at \$2.8 million excluding meter replacement fee revenues, see Table 4. Other revenue sources include interest earnings, water wasting violations, credit card convenience fees, and miscellaneous revenues. Non-rate revenue sources are projected to generate about \$40,000 annually.

It is recommended that the Operations Fund maintain reserves equal to 50% of annual operating costs (including capital outlay and excluding other capital projects) plus 100% of the annual debt service cost. Fund reserves are a critical tool that allow the City to maintain its financial health and positive credit rating during emergencies. Moreover, funding can be drawn from reserves to supplement rate revenues lost during drought conditions.

3.2 Cash Flow

The Water Fund operating cash flow is provided in Table 8. It is proposed that the City adopt inflationary rate increases of 3% annually keep up with the costs of materials and supplies. This level of rate increase will allow the Water Fund to continue to generate positive net revenues, pay off debt, and accumulate reserves for future capital projects.

Table 8: Water Cash Flow
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Proposition 218				
	FY2024	FY2025	FY2026	FY2027	FY2028
Effective Date	Feb 1	Jan 1	Jan 1	Jan 1	Jan 1
Rate Revenue Increase	3.00%	3.00%	3.00%	3.00%	3.00%
Beginning Fund Balance	\$1,074,000	\$1,547,000	\$1,879,000	\$2,212,000	\$2,544,000
REVENUES					
Water Rates [1]	2,802,000	2,884,000	2,971,000	3,060,000	3,152,000
Interest Earnings	10,000	10,000	10,000	10,000	10,000
Penalties	10,000	10,000	10,000	10,000	10,000
Misc	20,000	20,000	20,000	20,000	20,000
TOTAL REVENUES	2,842,000	2,924,000	3,011,000	3,100,000	3,192,000
Operating Expenses					
Water Admin (Account 410 5005)	525,000	541,000	557,000	574,000	591,000
Staffing	622,000	653,000	686,000	720,000	756,000
Water Conservation Measures	40,000	41,000	42,000	43,000	44,000
Professional Services	97,000	100,000	103,000	106,000	109,000
Utilities	425,000	489,000	513,000	539,000	566,000
Surface Water (Fresno Irrigation District)	58,000	60,000	62,000	64,000	66,000
Chlorine and Supplies [2]	55,000	72,000	74,000	76,000	78,000
State Fees and Permits	25,000	26,000	27,000	28,000	29,000
Groundwater Sustainability	24,000	25,000	26,000	27,000	28,000
Hydrant Meter Replacements	5,000	5,000	5,000	5,000	5,000
Internal Service Funds, Misc., Admin	105,000	108,000	111,000	114,000	117,000
Total Operating Expenses	1,981,000	2,120,000	2,206,000	2,296,000	2,389,000
Net Operating Revenues	861,000	804,000	805,000	804,000	803,000
Debt Service - 2003 Loan	165,000	165,000	165,000	165,000	165,000
Debt Coverage Ratio	5.2	4.9	4.9	4.9	4.9
Capital Funding					
Miscellaneous Repairs	100,000	300,000	300,000	300,000	300,000
Water Conservation Measures	7,000	7,000	7,000	7,000	7,000
Well 12 Repairs	2,500	0	0	0	0
Update PLC/HMI Upgrade/ Flowmeter Compatibility	91,500	0	0	0	0
Well 17 Repairs	10,000	0	0	0	0
500 gal Chlorine Tanks (6)	12,000	0	0	0	0
Total Capital	223,000	307,000	307,000	307,000	307,000
Total Net Revenues	473,000	332,000	333,000	332,000	331,000
Ending Fund Balance	1,547,000	1,879,000	2,212,000	2,544,000	2,875,000
Recommended Fund Balance (6 month O&M plus debt payment)	1,156,000 YES	1,218,000 YES	1,261,000 YES	1,306,000 YES	1,352,000 YES

Note: meter replacement fee revenues are not reflected in the cash flows. It is assumed that these revenues will be transferred to a designated fund.

1 - Rate revenues for each fiscal year reflect a portion of the year billed at the prior calendar year's rates and a portion of the year reflecting the rate increase shown

2 - Cost increase of 30% in FY2025 for new chlorination expenses for all seven wells

SECTION 4: WATER COST ALLOCATION & RATE DESIGN

The revenue requirement detailed in the previous section determines the amount of revenue to be recovered from water rates. The cost of service allocation determines how revenues will be recovered from customers based on how they use the water system. Proposition 218 requires that agencies providing “property-related services” (including water utility service) set rates and charges that are based on the cost of providing those services.

4.1 Background

The purpose of the cost allocation is to classify costs and to determine the amount of revenue that will be recovered from fixed charges and from volume rates. The American Water Works Association (AWWA) recommends methods to classify costs among various customer including the Base-Extra Capacity Method and the Commodity-Demand Method. These methods are particularly useful for water utilities that assign costs between average and peak use and allocate costs across different customer classes. The City of Kerman has not determined peaking factors and has a simple rate structure consisting of a schedule of meter fees and a single volume rate applicable to all customers. Rates are not differentiated by customer class. Thus, it is recommended that the City continue to use a simplified cost allocation method whereby volume rates recover the costs of expenses related to providing water under average demand and peak demand conditions as well as long-term supply. Meter fees recover fixed costs associated with maintaining water system capacity and customer service fees recover costs associated with administration, billing, and answering customer inquiries, see Table 9. It is proposed that about 36.7% of rate revenues be collected from volume rates and about 63.3% of rate revenues be collected from fixed charges.

Table 9: Water Cost Allocation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Budget	Cost Allocation		
	FY2024	Cust. Serv	Meter Fees	Volume Rates
Operating Expenses				
Water Admin (Account 410 5005)	525,000	33%	67%	0%
Staffing	622,000	0%	50%	50%
Water Conservation Measures	40,000	0%	0%	100%
Professional Services	97,000	25%	75%	0%
Utilities	425,000	0%	0%	100%
Surface Water FID	58,000	0%	0%	100%
Chlorine and Supplies	55,000	0%	0%	100%
State Fees and Permits	25,000	0%	100%	0%
Groundwater Sustainability	24,000	0%	100%	0%
Hydrant Meter Replacements	5,000	0%	100%	0%
Internal Service Funds, Misc., Admin	<u>105,000</u>	<u>33%</u>	<u>67%</u>	<u>0%</u>
Total Operating Expenses	1,981,000	234,250	857,750	889,000
Debt Service - 2003 Loan	165,000	<u>0%</u>	<u>100%</u>	<u>0%</u>
		0	165,000	0
Capital Funding (5-year avg)				
Miscellaneous Repairs	260,000	0%	100%	0%
Water Conservation Measures	7,000	50%	0%	50%
Well 12 Repairs	500	0%	100%	0%
Update PLC/HMI Upgrade/Flowmeter	18,300	0%	100%	0%
Well 17 Repairs	<u>2,000</u>	<u>0%</u>	<u>100%</u>	<u>0%</u>
Total Capital	287,800	3,500	280,800	3,500
Total Cost of Service	2,433,800	237,750	1,303,550	892,500
Proposed Cost Allocation	100.0%	9.8%	53.6%	36.7%

4.2 Meter Equivalents

Based on AWWA guidelines, it is proposed that the meter fees (and associated costs to maintain capacity in the water system) be scaled to the maximum flow rate in gallons per minute (gpm) of each meter size. The flow of larger meters compared to the 3/4" meter determines the number of meter equivalents. Meter equivalents for FY2024 are calculated in Table 10.

Table 10: Meter Equivalents
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	# of Customers	Operating Capacity (gpm) [1]	Meter Ratio	# of Meter Equivalents [2]
3/4"	2,979	30	1.00	2,979.00
1"	752	50	1.67	1,253.33
1.5"	41	100	3.33	136.67
2"	115	160	5.33	613.33
3"	12	320	10.67	128.00
4"	20	500	16.67	333.33
6"	<u>4</u>	1,000	33.33	<u>133.33</u>
	3,923			5,577.00

[1] Gallons per minute (gpm) safe maximum operating capacity for C712-10 singlejet type meter

[2] Meter ratio times number of meters

4.3 Unit Cost Calculation

Table 11 calculates the unit costs for the water rates and charges for FY2024. \$2.85 million is the revenue requirement used for rate design and the amount that would be collected if rates were applied to 12 months, absent any delinquencies. In practice, the rates calculated in Table 11 would go into effect February 1, 2024 and would be in effect for 5 months of FY2024. Thus, the total rate revenue for the fiscal year would reflect 7 months at the old rate and 5 months at the new rates.

Table 11: FY2024 Water Unit Cost Calculation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Customer Service	Base Fees	Volume Rates	FY2024 Full Year's Rate Revenue [1]
Cost Allocation %	9.8%	53.6%	36.7%	100.0%
FY2024 Rate Revenues	\$278,000	\$1,526,000	\$1,045,115	\$2,849,974
Count	3,845	5,465	785,594	
Billing Units	# of meters	Meter Equivalents	1,000 gals [2]	
Rate	\$6.03 \$/month	\$23.26 \$/month	\$1.33 \$/1,000 gallons	

[1] If the February 1, 2024 rate was in effect for 12 months

[2] Reflects 2% reduction in water use compared to current use shown in Table 4

4.4 Meter Fee Calculation

Table 12 provides the proposed fixed charges for FY2024 based on meter size. The base meter fee calculated in Table 11 is scaled by the meter ratios provided in Table 10. This is added to the customer service fee, which is the same for all meter sizes, to equal the total proposed base fee. In addition, it is proposed that customers pay fixed monthly meter replacement fees to set aside funds to replace water meters at the end of their useful lives. The current water meter replacement fee of \$0.50 per month collects about \$23,500 annually and the proposed water meter replacement fees will collect about \$321,000 annually.

Table 12: Proposed FY2024 Water Meter Fees
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Meter Size	Meter Ratio		\$/equivalent	Base Meter Fee	Customer Service Charge	Total Proposed Base Fee	Meter Replacement Fee
3/4"	1.00	X	\$23.26	\$23.26	\$6.03	\$29.29	\$6.50
1"	1.67	X	\$23.26	\$38.77	\$6.03	\$44.80	\$7.15
1.5"	3.33	X	\$23.26	\$77.53	\$6.03	\$83.56	\$8.45
2"	5.33	X	\$23.26	\$124.05	\$6.03	\$130.08	\$9.75
3"	10.67	X	\$23.26	\$248.11	\$6.03	\$254.14	\$13.00
4"	16.67	X	\$23.26	\$387.67	\$6.03	\$393.70	\$16.25
6"	33.33	X	\$23.26	\$775.33	\$6.03	\$781.36	\$19.50

4.5 Proposed Water Rates

Table 13 provides the five-year schedule of proposed monthly water rates. The February 1, 2024 rate adjustment reflects the cost allocation described in the previous sections. Rates are increased by 3% annually in subsequent years to reflect the cost of service increase shown in Table 8. The schedule of proposed rates also includes drought rates which are described in the next section.

Table 13: Proposed Monthly Water Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

		Proposed Proposition 218								
		February 1, 2024			January 1, 2025			January 1, 2026		
Meter Size	Current	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee
3/4"	\$28.67	\$29.29	\$6.50	\$35.79	\$30.17	\$6.50	\$36.67	\$31.08	\$6.50	\$37.58
1"	\$43.81	\$44.80	\$7.15	\$51.95	\$46.14	\$7.15	\$53.29	\$47.52	\$7.15	\$54.67
1.5"	\$81.65	\$83.56	\$8.45	\$92.01	\$86.07	\$8.45	\$94.52	\$88.65	\$8.45	\$97.10
2"	\$127.07	\$130.08	\$9.75	\$139.83	\$133.98	\$9.75	\$143.73	\$138.00	\$9.75	\$147.75
3"	\$248.18	\$254.14	\$13.00	\$267.14	\$261.76	\$13.00	\$274.76	\$269.61	\$13.00	\$282.61
4"	\$384.43	\$393.70	\$16.25	\$409.95	\$405.51	\$16.25	\$421.76	\$417.68	\$16.25	\$433.93
6"	\$762.91	\$781.36	\$19.50	\$800.86	\$804.80	\$19.50	\$824.30	\$828.94	\$19.50	\$848.44
Volume Rate (\$/1,000 gallons)	\$1.27			\$1.33			\$1.37			\$1.41
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback		\$1.39			\$1.43			\$1.47		
25% Water Cutback		\$1.51			\$1.55			\$1.60		
40% Water Cutback		\$1.68			\$1.73			\$1.79		
		Proposed Proposition 218								
		January 1, 2027			January 1, 2028					
Meter Size		Base Fee	Meter Fee	Total Fee	Base Fee	Meter Fee	Total Fee			
3/4"		\$32.01	\$6.50	\$38.51	\$32.97	\$6.50	\$39.47			
1"		\$48.95	\$7.15	\$56.10	\$50.42	\$7.15	\$57.57			
1.5"		\$91.31	\$8.45	\$99.76	\$94.05	\$8.45	\$102.50			
2"		\$142.14	\$9.75	\$151.89	\$146.40	\$9.75	\$156.15			
3"		\$277.70	\$13.00	\$290.70	\$286.03	\$13.00	\$299.03			
4"		\$430.21	\$16.25	\$446.46	\$443.12	\$16.25	\$459.37			
6"		\$853.81	\$19.50	\$873.31	\$879.42	\$19.50	\$898.92			
Volume Rate (\$/1,000 gallons)				\$1.45			\$1.49			
DROUGHT RATES - Volume Rate (\$/1,000 gallons)										
10% Water Cutback					\$1.52			\$1.56		
25% Water Cutback					\$1.65			\$1.70		
40% Water Cutback					\$1.84			\$1.89		

4.6 Drought Rates

It is recommended that the City of Kerman adopt a series of drought rates. Drought rates are only implemented during a water shortage emergency as declared by the Governor or the City Council, allowing for financial stability during periods of reduced water sales. During water shortages, a water utility has two core objectives: 1) to reduce the amount of water customers consume, and 2) to maintain an adequate amount of revenue to continue operations. The two competing objectives work against each other because as less water is sold, it becomes more difficult to maintain adequate revenue to cover an agency's costs. It should be noted that under drought conditions, certain expenses will decrease relative to the decrease in water use such as electricity, supplies, and chemicals. However, other costs to operate the water system such as staffing and maintaining long-term supply remain the same. The reduction in cost during drought conditions is reflected in the revenue requirements shown in Table 14.

Drought rates are designed to cover costs at decreased levels of consumption. The City recognizes that ratepayers are already doing their part to conserve. Therefore, applying the drought surcharge to only the consumption charge component gives customers the increased ability to control a portion of their water bills. The proposed drought rates would be charged on a temporary basis and would be phased out when the City determines that water supply conditions have returned to normal and drought-related costs and revenue reductions have been recovered. Drought rates may be implemented by the City Council's adoption of a resolution with findings that a water shortage emergency has been declared by the Governor or City Council and that an actual shortage is demonstrated through water bills for at least sixty (60) days.

Table 14: Drought Rate Calculation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	FY2024	FY2025	FY2026	FY2027	FY2028
VOLUME RATE REVENUE REQUIREMENT - 10% Cutback					
Total Volume Revenue Requirement	\$982,116	\$1,011,579	\$1,041,927	\$1,073,184	\$1,105,380
<u>Total Consumption</u>	<u>707,035</u>	<u>707,035</u>	<u>707,035</u>	<u>707,035</u>	<u>707,035</u>
Proposed Rate (\$/1,000 gal)	\$1.39	\$1.43	\$1.47	\$1.52	\$1.56
VOLUME RATE REVENUE REQUIREMENT - 25% Cutback					
Total Volume Revenue Requirement	\$887,616	\$914,245	\$941,672	\$969,922	\$999,020
<u>Total Consumption</u>	<u>589,196</u>	<u>589,196</u>	<u>589,196</u>	<u>589,196</u>	<u>589,196</u>
Proposed Rate (\$/1,000 gal)	\$1.51	\$1.55	\$1.60	\$1.65	\$1.70
VOLUME RATE REVENUE REQUIREMENT - 40% Cutback					
Total Volume Revenue Requirement	\$793,117	\$816,910	\$841,417	\$866,660	\$892,660
<u>Total Consumption</u>	<u>471,357</u>	<u>471,357</u>	<u>471,357</u>	<u>471,357</u>	<u>471,357</u>
Proposed Rate (\$/1,000 gal)	\$1.68	\$1.73	\$1.79	\$1.84	\$1.89

4.7 Bill Impacts

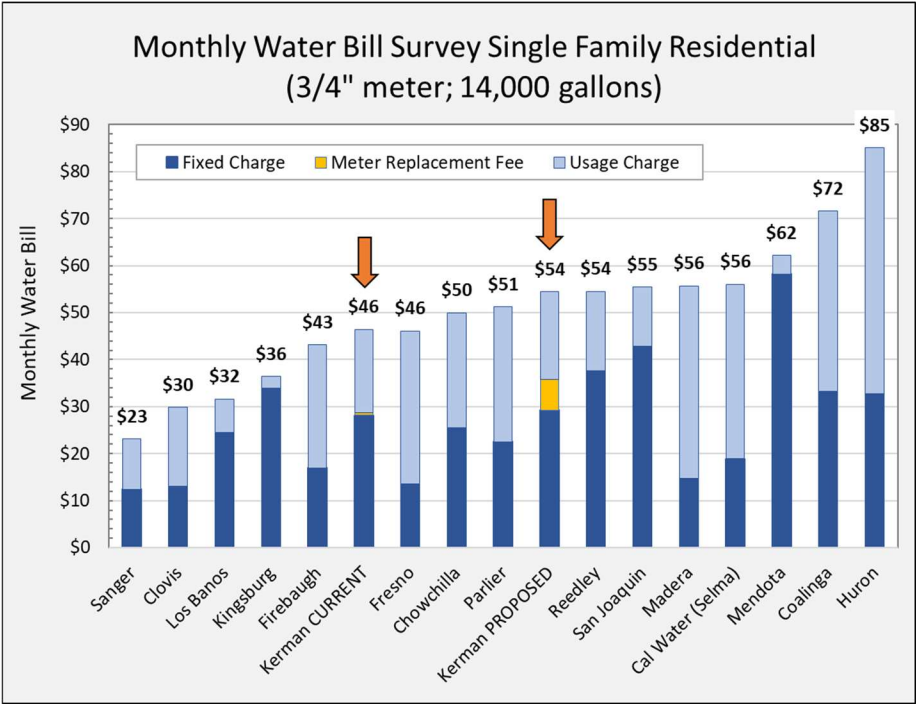
Table 15 provides changes to sample residential bills from the current rate structure to the proposed structure going into effect in February of 2024. The majority of the bill impacts are due to increases in the fixed costs, notably the increase in the meter replacement fees from \$0.50 to \$6.50.

Table 15: Water Bill Comparison
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Monthly Usage (gallons)	Description	Current				Proposed - February 1, 2024				Increase
		Usage Charge	Base Fee	Meter Fee	Total Bill	Usage Charge	Base Fee	Meter Fee	Total Bill	
3,000	2-person home	\$3.81	\$28.17	\$0.50	\$32.48	\$3.99	\$29.29	\$6.50	\$39.78	\$7.30
8,000	Average winter use	\$10.16	\$28.17	\$0.50	\$38.83	\$10.64	\$29.29	\$6.50	\$46.43	\$7.60
14,000	Average monthly use	\$17.78	\$28.17	\$0.50	\$46.45	\$18.62	\$29.29	\$6.50	\$54.41	\$7.96
24,000	Average summer use	\$30.48	\$28.17	\$0.50	\$59.15	\$31.92	\$29.29	\$6.50	\$67.71	\$8.56
30,000	Top 10% of bills	\$38.10	\$28.17	\$0.50	\$66.77	\$39.90	\$29.29	\$6.50	\$75.69	\$8.92

The figure below compares the City’s current and proposed typical water bill with the bills of other local agencies. Even with the proposed FY2024 rate increase, the City of Kerman’s bill will remain in the mid-range of bills charged in the Fresno County/Central Valley region.

Figure 4: Water Bill Survey



SECTION 5: WASTEWATER REVENUE REQUIREMENT

The wastewater revenue requirement was developed in the same manner as the water utility revenue requirement. FY2024 expenses and non-rate revenues were taken from the budget. Later year cost increases were estimated as appropriate. Impact fee and major facilities fund revenues and expenses were not evaluated as part of this rate study.

5.1 Cost of Service

In FY2024, the sewer utility's operating costs are estimated at \$1.8 million. Costs include overhead, administration, staffing, and utilities (electricity) for the conveyance and treatment of flows. The Operations Fund and the Major Facilities Fund split the cost of the annual debt service for the City's 2009 State Revolving Fund (SRF) loan. Operations will pay \$152,000 annually for principal and interest. The Major Facilities Fund's share is \$125,000 annually in principal. The loan was issued to expand the City's wastewater treatment plant. Absent a rate increase, the sewer utility is projected to barely meet its debt coverage requirement of 1.20 times the annual payment amount (i.e. net operating revenues must equal or exceed 120% of the annual debt service amount). If the City does not meet this requirement in future years, the Sewer Fund's credit rating could be negatively impacted, and the utility could face higher interest costs for future debt issuances.

As shown in Table 5, wastewater rate revenues currently generate about \$1.9 million annually. Non-rate revenue sources are estimated to generate \$44,000 annually and consist of interest earnings, penalties, and miscellaneous sources.

5.2 Cash Flow

Similar to the Water Fund, it is recommended that the Wastewater Fund maintain reserves equal to 50% of annual operating costs (including capital outlay and excluding other capital projects) plus 100% of the annual debt service cost. FY2024, the reserve target is about \$1 million but actual cash on hand is about \$652,000. In recent years, the City has spent reserves to fund deferred maintenance projects at the wastewater treatment plant. This fiscal year, the City intends to spend \$152,000 on various projects, see Table 16. In future years, it is assumed that the City will spend \$150,000 annually on projects and/or major repairs.

Although the Operations Fund is currently generating positive net revenues, 8% annual revenue increases are recommended for the next five years to cover operating cost increases, rebuild reserves, and pay off debt, see Table 17.

Table 16: FY2024 Sewer Capital Project Costs
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Project	Cost
Capital Outlay - Upgrade Springbrook Software	\$2,000
Flygt Model Pump for the Screwpress	\$10,000
WWTP Facility Repairs	\$5,000
Sewer Machine	\$83,000
Aluminum Biolac Barge - Pontoons for Barge	\$2,000
WWTP Headworks Pump/Motor	\$7,000
WWTP Ras/Was Pump	\$18,000
Goldenrod Lift Station Grundfos Pump (2)	\$17,000
Kearney Blvd./Siskiyou Ave. Lift Station Homa Pump	<u>\$8,000</u>
Total	\$152,000

Table 17: Wastewater Operating Cash Flow
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Proposition 218				
	FY2024	FY2025	FY2026	FY2027	FY2028
Effective Date	Feb 1	Jan 1	Jan 1	Jan 1	Jan 1
Rate Revenue Increase	8.0%	8.0%	8.0%	8.0%	8.0%
Beginning Fund Balance	\$652,000	\$594,000	\$640,000	\$800,000	\$1,087,000
REVENUES					
Rate Revenues	1,969,000	2,124,000	2,294,000	2,477,000	2,676,000
Penalties	7,000	7,000	7,000	7,000	7,000
Interest Income	14,000	14,000	14,000	14,000	14,000
Rent	10,000	10,000	10,000	10,000	10,000
Misc	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>	<u>13,000</u>
TOTAL REVENUES	2,013,000	2,168,000	2,338,000	2,521,000	2,720,000
EXPENSES					
Personnel/Staffing	729,000	751,000	774,000	797,000	821,000
Contract & Professional Services	213,000	219,000	226,000	233,000	240,000
Utilities	325,000	335,000	345,000	355,000	366,000
Equipment & Supplies	189,000	195,000	201,000	207,000	213,000
O&M Administration	<u>311,000</u>	<u>320,000</u>	<u>330,000</u>	<u>340,000</u>	<u>350,000</u>
Total Expenses	1,767,000	1,820,000	1,876,000	1,932,000	1,990,000
Net Revenue	246,000	348,000	462,000	589,000	730,000
DEBT SERVICE					
2009 Cal. Dept. of Water Resources	152,000	152,000	152,000	152,000	152,000
Debt Coverage Ratio	1.62	2.29	3.04	3.88	4.80
Total Capital	152,000	150,000	150,000	150,000	150,000
Ending Fund Balance	594,000	640,000	800,000	1,087,000	1,515,000
Recommended Fund Balance (6 month O&M plus debt payment)	1,036,000 <i>no</i>	1,062,000 <i>no</i>	1,090,000 <i>no</i>	1,118,000 <i>no</i>	1,147,000 <i>yes</i>

SECTION 6: WASTEWATER COST ALLOCATION & RATE DESIGN

The City proposes to maintain its current wastewater rate structure. Residential customers will continue to be charged fixed monthly fees that include a base and flow charge. Commercial customers will continue to be charged a base charge plus metered volume rates based on pollutant strength. The dollar amount of each rate is proposed to be updated based on the new cost of service and the adjusted allocation to each customer class.

6.1 Cost Allocation

FY2024 was used as the test year for cost allocation purposes, see Table 18. Costs were divided between a capacity category and a flow category. Capacity includes costs for City overhead, administration, and other expenses related to maintaining a high level of service for customers at all times. The flow cost category is composed of non-customer service expenses and expenses that vary with the amount of flow discharged to the system such as electricity, repairs and maintenance, and asset replacement expenses. When customers use the system more heavily, the City incurs greater repair and replacement costs. The capacity costs are proposed to be recovered from the base wastewater charge and the flow category is proposed to be recovered from volumetric flow rates.

Table 18: Wastewater Cost Allocation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Budget FY2024	Customer Service (Fixed)	Customer Service Allocation	Flow (Volume)	Flow Allocation
Operating Expenses					
Personnel/Staffing	\$729,000	\$364,500	50%	\$364,500	50%
Contract & Professional Services	\$213,000	\$213,000	100%	\$0	0%
Utilities	\$325,000	\$0	0%	\$325,000	100%
Equipment & Supplies	\$189,000	\$94,500	50%	\$94,500	50%
O&M Administration	\$311,000	\$155,500	50%	\$155,500	50%
Total Operating Expenses	\$1,767,000	\$827,500		\$939,500	
Debt Service					
2009 Cal. Dept. of Water Resources Loan	\$152,000	\$76,000	50%	\$76,000	50%
Capital Projects	\$152,000	\$0	0%	\$152,000	100%
Total Allocation	\$2,071,000	\$903,500	43.6%	\$1,167,500	56.4%

The flow cost category is further broken down into a flow component and a strength component. The strength component reflects biochemical oxygen demand (BOD) and total suspended solids (TSS) discharged by sewer customers. The City incurs costs to treat these constituents. However, the City does not have a current wastewater master plan and does not have detailed expense information for the treatment of flow vs. strength. To allocate costs to higher strength customers, industry standard “rules of thumb” were applied. It is assumed that 70% of non-capacity costs are attributable to flow and 30% are attributable to pollutant loading. The pollutant loading estimates for each non-residential customer class are provided in Table 19. Residential flows are assumed to have the same pollutant loading as the low strength customer class.

**Table 19: Allocation to Wastewater Flow and Strength
City of Kerman
Water, Wastewater, and Storm Drain Rate Study**

Pollutant Strength Category	Flow				Strength					Total Multiplier (Flow + Strength)
	Factor		Allocation	Multiplier	BOD/TSS mg/l	Factor		Allocation	Multiplier	
Low	1	X	70%	0.7	200	1	X	30%	0.3	1
Medium	1	X	70%	0.7	300	1.5	X	30%	0.45	1.15
High	1	X	70%	0.7	500	2.5	X	30%	0.63	1.33

BOD – biological oxygen demand; TSS – total suspended solids

Mgl – milligrams per liter

6.2 Flow Analysis

Residential sewer flow is not directly monitored by the City. Therefore, winter water consumption is used as a proxy for sewer flow. During the winter, it is assumed that the majority of metered water use is discharged into the sewer and is not used for outdoor irrigation. Table 20 provides an overview of the estimated sewer flow for the different customer types. Based on metered winter water use over the past three years, single family sewer flow is 8,000 gallons per dwelling unit monthly which is the same estimate as the 2018 rate study. Based on records from the same timeframe, multi-family sewer flow per dwelling unit has increased from 4,500 gallons per month (2018) to 6,000 gallons per month (current).

Total single family residential sewer flow is estimated as 8,000 gallons per month times 12 months, times the number of dwelling units and multi-family residential sewer flow is estimated as 6,000 gallons per month times 12 months, times the number of dwelling units. Commercial sewer flow is based on prior year billed flows. The strength multiplier developed in Table 19 is applied to the estimated flow of each customer group.

Table 20: Sewer Flow Estimates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Wastewater Customers	FY2024 Est. Sewer Flow (1,000 gal)	Strength Multiplier	Flow X Multiplier
Low/Domestic			
Low strength commercial	15,663	1.00	15,663
Est. residential sewer flow [1]	330,144	1.00	330,144
Multi-Family winter water use [2]	80,208	1.00	80,208
Medium strength commercial	4,490	1.15	5,163
High strength commercial	<u>12,460</u>	1.33	<u>16,572</u>
Total Estimated Sewer Flow	442,965		447,751

1 - The typical winter water use for metered, single family residential customers is 8,000 gallons per month. This usage was multiplied by the estimated number of single family customers.

2 - The three year average winter water use for metered, multi-family residential customers is 6,000 gallons per month. This usage was multiplied by the number of multi-family dwelling units.

6.3 Unit Cost Calculation

Table 21 provides the FY2024 wastewater unit cost calculation. The FY2024 revenue requirement for rate design is \$2.058 million. The revenue requirement is multiplied by the cost allocation percentages from Table 18 and then divided by the appropriate billing units.

Table 21: Wastewater Unit Costs
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Cost Allocation	Customer Service	Flow	FY2024 Full Year's Rate Revenue [1]
Cost Allocation %	43.6%	56.4%	100%
FY2024 Rate Revenue	\$898,000	\$1,160,000	\$2,058,144
Count	4,741	447,751	
Billing Units	(# of Accounts or dwelling units)	(1,000 gal)	
Rate	\$15.79	\$2.59	
	\$/account/mo	\$/1000 gal	

1 - If the February 1, 2024 rate was in effect for 12 months

6.4 Proposed Wastewater Rates and Bill Impacts

Table 22 provides the wastewater flow rate calculations. The strength multiplier for each customer class is applied to the flow unit cost of \$2.59 per thousand gallons. The single family residential bill is calculated as the base fee plus the flow rate times 8,000 gallons. The multi-family bill per dwelling unit is calculated as the base fee plus the flow rate times 6,000 gallons.

Table 22: Wastewater Rate Design
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Flow Rates	Unit Flow Cost		Strength Multiplier	Flow Rate (\$/1,000 gal)
Low				
Low strength commercial	\$2.59	X	1.00	\$2.59
Residential	\$2.59	X	1.00	\$2.59
Multi-Family	\$2.59	X	1.00	\$2.59
Medium strength commercial	\$2.59	X	1.15	\$2.98
High strength commercial	\$2.59	X	1.33	\$3.44
Customer Service Charge	Unit Customer Service Cost		Factor	Total \$/unit
Multi-Family	\$15.79	X	1.0	\$15.79
Single Family	\$15.79	X	1.0	\$15.79
Commercial	\$15.79	X	1.0	\$15.79
Total Rate Schedule	Rate		Count	Total \$/month
Single Family Residential				
Base (per dwelling unit)	\$15.79	X	1	\$15.79
Flow (avg winter water use)	\$2.59	X	8	<u>\$20.72</u>
Total				\$36.51
Multi-Family Unit				
Base (per dwelling unit)	\$15.79	X	1	\$15.79
Flow (avg winter water use)	\$2.59	X	6	<u>\$15.54</u>
Total				\$31.33

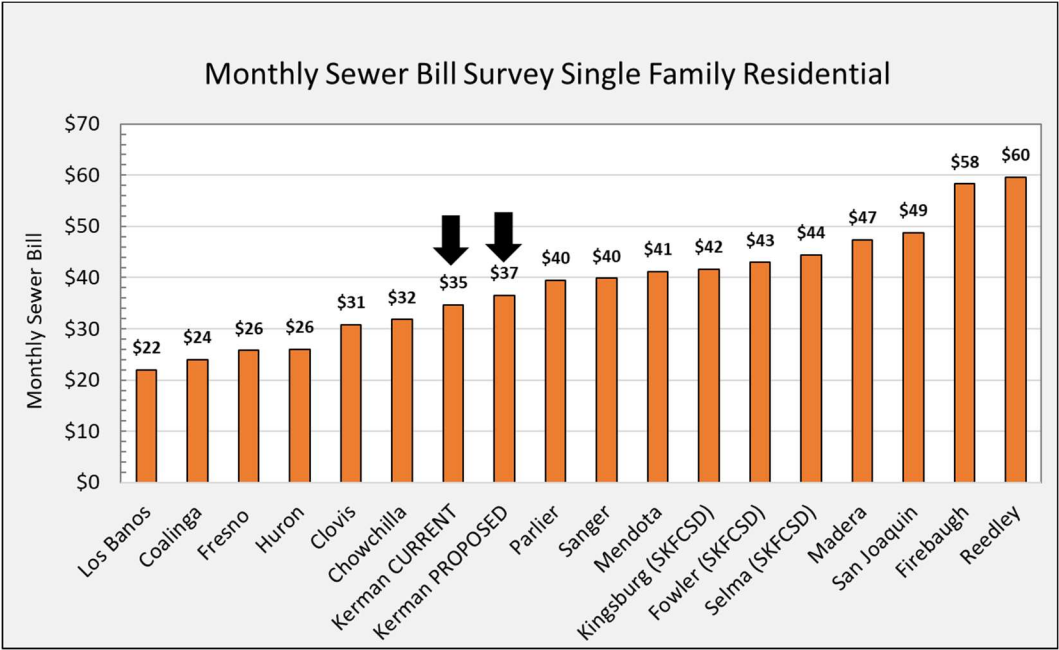
The five-year wastewater rate schedule is provided in Table 23. This rate study allocates customer service costs on a \$/dwelling unit basis for residential customers and a \$/account basis for commercial customers. City staff have observed that single family dwelling units and multi-family dwelling units have the same customer service needs, so it is appropriate that both customer groups are charged the same base charge. Adjustments to the commercial flow rates vary based on pollutant strength. The February 1, 2024 rate adjustment reflects the cost allocation described above and future year rates are increased by 8% annually.

Table 23: Current and Proposed Sewer Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Fixed Charges (\$/mo)	Current Rates	Proposed				
		February 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Residential						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$19.12</u>	<u>\$20.72</u>	<u>\$22.38</u>	<u>\$24.17</u>	<u>\$26.10</u>	<u>\$28.19</u>
Total	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Multi-Family Unit						
Base	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Flow	<u>\$10.75</u>	<u>\$15.54</u>	<u>\$16.78</u>	<u>\$18.12</u>	<u>\$19.57</u>	<u>\$21.14</u>
Total	\$26.28	\$31.33	\$33.83	\$36.53	\$39.45	\$42.61
Commercial (Base)	\$15.53	\$15.79	\$17.05	\$18.41	\$19.88	\$21.47
Commercial Volume Rates (\$/1,000 gal)						
Low Strength	\$2.39	\$2.59	\$2.80	\$3.02	\$3.26	\$3.52
Medium Strength	\$2.75	\$2.98	\$3.22	\$3.48	\$3.76	\$4.06
High Strength	\$3.18	\$3.44	\$3.72	\$4.02	\$4.34	\$4.69

The figure below provides a bill survey comparing the City of Kerman’s current and proposed FY2024 single family residential wastewater bill with the bills of other local agencies. The City’s bill is currently in the mid-range of surveyed agencies and will remain in the mid-range following the proposed February 1, 2024 increase.

Figure 5: Sewer Bill Survey



SECTION 7: STORM DRAIN REVENUE REQUIREMENT

Storm drain fees are intended to fund capital improvement programs, operations and maintenance, clean water programs to mitigate the pollutants in stormwater, and other environmental services related to storm water. Ongoing maintenance of storm drain pipes is important in reducing risks of flooding and sink holes in local neighborhoods.

7.1 Current Storm Drain Rates

Table 24 shows the current monthly storm drain rates. Residential customers are charged \$1.60 per dwelling unit. Non-residential customers are charged \$0.0736 per 1,000 gallons of non-irrigation water use with a minimum fee of \$1.60.

Table 24: Current Monthly Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Current Rates		
Residential			
Single Family	per dwelling unit	\$1.60	
Multi-Family	per dwelling unit	\$1.60	
Non-residential			
Commercial			
Industrial			
Church			
Schools			
Parks			
	Minimum fee per account	\$1.60	or \$0.0736/1,000 gallons of non-irrigation water use

7.2 Cost of Service and Cash Flow

The City's storm drain rates currently generate about \$83,000 annually in revenues. Non-rate revenues are minimal and amount to a few hundred dollars annually. These revenues are inadequate to meet costs and the utility is operating at a deficit. In FY2024, operating expenses total about \$142,000 and consist of staffing, equipment, supplies, and materials to collect and convey storm runoff. Capital costs for this year total \$368,000 and are estimated at \$37,500 annually into the future. Despite operating at a deficit, the storm drain utility has healthy fund reserves of over \$1 million as of July 1, 2023. It is proposed that the City raise rates to cover annual operating and capital costs and maintain recommended reserves of 50% of operating costs. The storm drain cash flow is provided in Table 25.

Table 25: Storm Drain Cash Flow
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	Proposition 218				
	FY2024	FY2025	FY2026	FY2027	FY2028
Effective Date	Apr 1	Jan 1	Jan 1	Jan 1	Jan 1
Rate Revenue Increase	130.00%	3.00%	3.00%	3.00%	3.00%
Beginning Fund Balance	\$1,025,000	\$634,300	\$644,200	\$655,500	\$668,200
REVENUES					
User Fees	119,200	193,500	199,300	205,300	211,500
Penalties	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>	<u>400</u>
TOTAL REVENUES	119,600	193,900	199,700	205,700	211,900
EXPENSES					
Personnel/Staffing	76,900	79,200	81,600	84,000	86,500
Contract & Professional Services	8,000	8,200	8,400	8,700	9,000
Utilities	2,500	2,600	2,700	2,800	2,900
Equipment and Supplies	20,500	21,100	21,700	22,400	23,100
O&M Administration	<u>34,400</u>	<u>35,400</u>	<u>36,500</u>	<u>37,600</u>	<u>38,700</u>
TOTAL EXPENSES	142,300	146,500	150,900	155,500	160,200
Net Revenues	(22,700)	47,400	48,800	50,200	51,700
CAPITAL PROJECTS					
Outlays	10,000	12,500	12,500	12,500	12,500
Repairs, Parts, Etc.	<u>358,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>	<u>25,000</u>
TOTAL CAPITAL EXPENDITURES	368,000	37,500	37,500	37,500	37,500
Ending Fund Balance	\$634,300	\$644,200	\$655,500	\$668,200	\$682,400
Ending Fund Target (50% of operating costs)	\$71,200	\$73,300	\$75,500	\$77,800	\$80,100

SECTION 8: STORM DRAIN COST ALLOCATION AND RATE DESIGN

8.1 Storm Drain Cost Allocation

Proposition 218 requires that municipalities providing “property-related services” (including storm drain service) set rates and charges that are based on the cost of providing those services. The revenue requirements detailed in the previous section determine the amount of revenue to be recovered from the storm drain rates. In this section, the cost of service allocation develops an equitable means of allocating utility costs among its customers based on their estimated runoff burden to the storm drain system.

Impervious area is commonly used as a proxy to estimate the stormwater runoff contributed by a property. Impervious surfaces are surfaces that allow little or no stormwater to permeate into the ground, including rooftops, paved driveways, and walkways. The estimate of impervious area can be used to establish an adequate storm drain fee proportionate with the revenue needed to manage the runoff received from parcels and adjoining streets.

Table 26 provides an estimate of impervious area within the City. Parcels within the City are divided into the following land use categories: single family residential, multi-family, commercial, industrial, church, school, and parks. A runoff coefficient is applied to the acreage of each land use category. The runoff coefficients are estimates of the percentage of the land area that is impervious.

Parcels that meet any of the following conditions are excluded from Table 26 and are not proposed to be charged storm drain fees:

- 1) Parcels that solely comprise a street or roadway (either publicly or privately owned) and are considered to be part of the Storm Water conveyance system.
- 2) Parcels comprised of an area which is part of the City’s storm drain system.
- 3) Parcels that do not receive service.
- 4) Parcels which detain all runoff on site.

Table 26: Acres and Estimate of Impervious Area
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Service Type	Estimated Acres	Runoff Coefficient	Total Impervious Area	% of Total Impervious Area
Single Family Residential	636.2	0.50	318.1	29.6%
Multi-Family	535.3	0.70	374.7	34.8%
Commercial	262.6	0.80	210.1	19.5%
Industrial	141.0	0.90	126.9	11.8%
Church	18.0	0.50	9.0	0.8%
Schools	111.4	0.30	33.4	3.1%
Parks	<u>40.0</u>	0.10	<u>4.0</u>	<u>0.4%</u>
	1,744.5		1,076.2	100.0%

As shown in the cash flow, it is proposed that the rate revenues increase by 130% from about \$83,000 to about \$191,000 (if collected over 12 months). Table 27, below, allocates the revenue requirement of \$191,000 to each customer class using the percent of total impervious area and to calculate the rates. Single family residential customers will continue to be charged on a “per dwelling unit” basis, with the monthly fee being lowered from \$1.60 to \$1.42. The single family residential fee is based on an average parcel size of 0.19 acres. All other customers will be charged on a “per acre” basis. Parcel size and impervious area are more indicative of how customers impact and use the City’s storm water conveyance system than metered water use under the current billing method.

Table 27: Storm Drain Rate Calculation
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

	April 1, 2024 [1]
Total Storm Drain Revenue Requirement [1]	\$191,219
Customer Class Allocation % of Total Impervious Area	
Single Family Residential 29.6%	\$56,516
Multi-Family 34.7%	\$66,574
Commercial 19.6%	\$37,328
Industrial 11.8%	\$22,554
Church 0.8%	\$1,598
Schools 3.1%	\$5,938
Parks <u>0.4%</u>	<u>\$711</u>
100.0%	\$191,219
Rate Calculation for Single Family Residential	
Total Revenue Requirement	\$56,516
Total Number of Residential Accounts	3,333
Monthly Single Family Residential Rate (per account)	\$1.42
Rate Calculation for Multi-Family	
Total Revenue Requirement	\$66,574
Total Acres	535.3
Monthly Storm Drain Rate per Acre	\$10.36
Rate Calculation for Commercial	
Total Revenue Requirement	\$37,328
Total Acres	262.6
Monthly Storm Drain Rate per Acre	\$11.85
Rate Calculation for Industrial	
Total Revenue Requirement	\$22,554
Total Acres	141.0
Monthly Storm Drain Rate per Acre	\$13.33
Rate Calculation for Church	
Total Revenue Requirement	\$1,598
Total Acres	18.0
Monthly Storm Drain Rate per Acre	\$7.40
Rate Calculation for Schools	
Total Revenue Requirement	\$5,948
Total Acres	111.4
Monthly Storm Drain Rate per Acre	\$4.44
Rate Calculation for Parks	
Total Revenue Requirement	\$711
Total Acres	40.0
Monthly Storm Drain Rate per Acre	\$1.48

1 – April 1, 2024 rate increase applied to 12 months of billings

8.2 Proposed Storm Drain Rates and Bill Impacts

The proposed five-year rate plan is shown in Table 28. The April 1, 2024 rates reflect the new cost allocation and rate structure described herein. The following years reflect 3% annual increases consistent with the proposed cash flow.

Table 28: Proposed Monthly Storm Drain Rates
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Billing Method	Current	Proposed Proposition 218+					
			Billing Method	April 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Single Family	Per dwelling	\$1.60	Per dwelling	\$1.42	\$1.46	\$1.50	\$1.55	\$1.60
Multi-family	Per dwelling	\$1.60	Per acre	\$10.36	\$10.67	\$10.99	\$11.32	\$11.66
Commercial	*	*	Per acre	\$11.85	\$12.21	\$12.58	\$12.96	\$13.35
Industrial	*	*	Per acre	\$13.33	\$13.73	\$14.14	\$14.56	\$15.00
Church	*	*	Per acre	\$7.40	\$7.62	\$7.85	\$8.09	\$8.33
Schools	*	*	Per acre	\$4.44	\$4.57	\$4.71	\$4.85	\$5.00
Parks	*	*	Per acre	\$1.48	\$1.52	\$1.57	\$1.62	\$1.67

* Currently, all non-residential customers are billed based on metered water service. The current rate is \$0.0736/1,000 gallons of non-irrigation water use with a minimum fee of \$1.60 per month.

+ For accounts for which the City cannot determine a parcel size, the minimum fee is 1/5 of the proposed rate per acre

Table 29 illustrates the cost impacts of the new rate structure on the City's customer classes. Under the proposed 2024 rates, single family customers will pay less with costs shifted to other customer classes based on their proportional share of impervious area. The rate proposal assumes that multi-family parcels will be billed based on acreage and the acreage charge will then be subdivided among tenants or various utility customer accounts for each parcel.

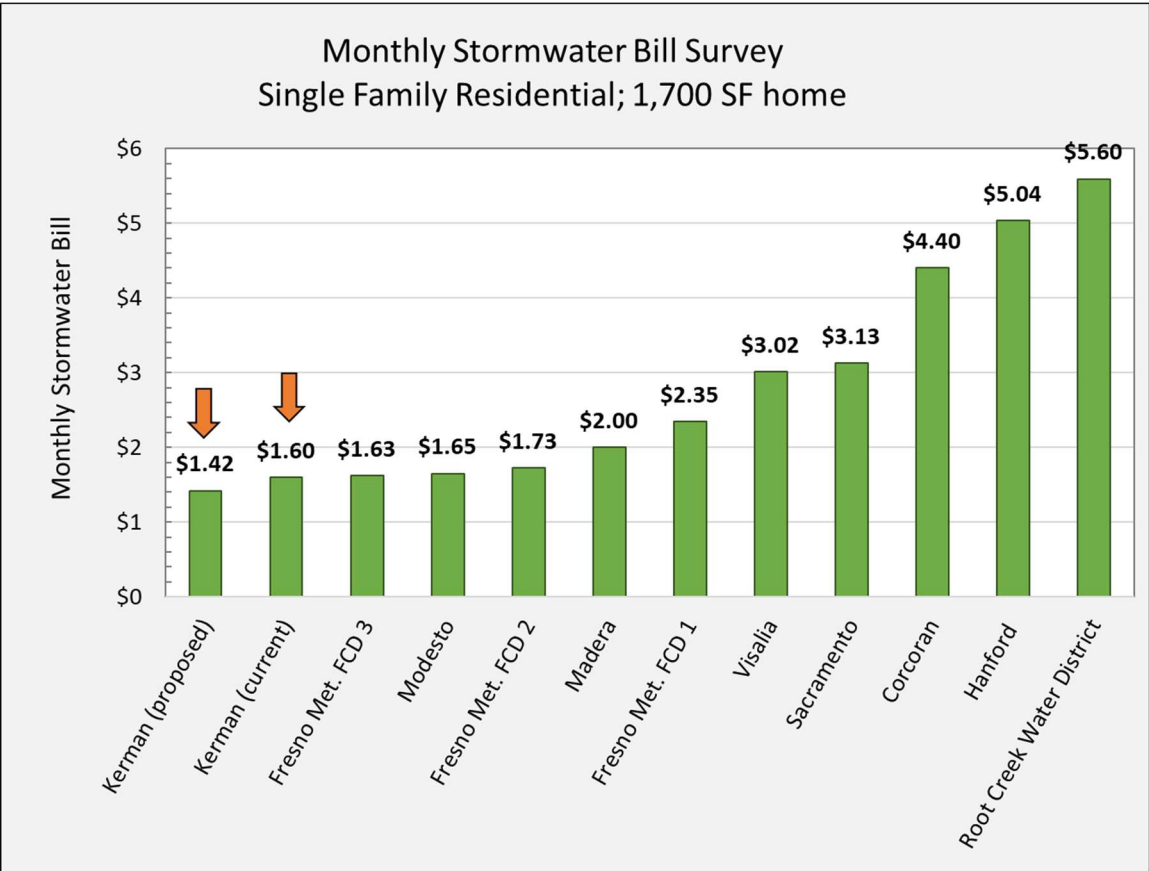
Table 29: Storm Drain Revenue Recovery
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Customer Class	Current Rate Revenues		Proposed April 1, 2024 Rate Revenues [1]	
Single Family Residential	\$65,492	78.8%	\$56,516	29.6%
Multi-Family	\$10,911	13.1%	\$66,574	34.8%
Commercial	\$5,162	6.2%	\$37,328	19.5%
Industrial	\$207	0.2%	\$22,554	11.8%
Church	\$365	0.4%	\$1,598	0.8%
Schools	\$939	1.1%	\$5,938	3.1%
Parks	<u>\$63</u>	<u>0.1%</u>	<u>\$711</u>	<u>0.4%</u>
	\$83,139	100.0%	\$191,219	100.0%

1 - If billed for 12 months

The figure below provides a bill survey comparing the City of Kerman’s current and proposed storm drain bills with the bills of other agencies. Some agencies in Fresno County choose not to charge storm drain fees so the figure includes bills from other areas of the state. As shown, the rate change keeps the City’s bill at the low end of storm drain rates.

Figure 6: Storm Drain Bill Survey



SECTION 9: CONCLUSIONS AND RECOMMENDATIONS

9.1 Rate Study Conclusions

The rates developed in this report were based on the best available information gathered from City audits, budgets, and input from staff and City Council. The cost allocations proposed herein are based on American Water Works Association methodologies and industry standard practice. The proposed rates are based on the reasonable cost of providing service and are proportional to the benefits received by each customer.

9.2 Rate Impacts

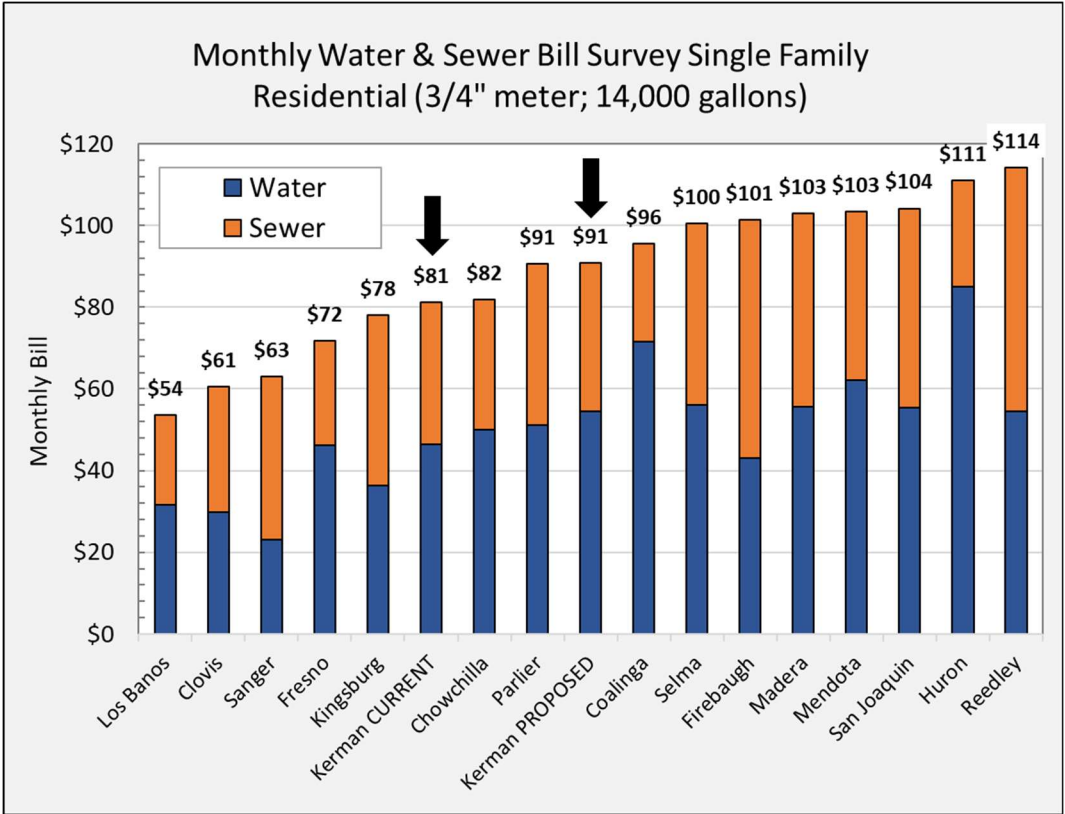
Table 30 shows the combined utility bill for a typical residential customer with a 3/4" water meter and 14,000 gallons of monthly water usage. The total bill is proposed to increase from \$82.70 under current rates to \$92.34 under the 2024 rates.

Table 30: Combined Bill Impacts
City of Kerman
Water, Wastewater, and Storm Drain Rate Study

Monthly Utility Charges	Current (January 1, 2023)	Proposed				
		April 1, 2024	January 1, 2025	January 1, 2026	January 1, 2027	January 1, 2028
Water Meter Fee 3/4"	\$28.17	\$29.29	\$30.17	\$31.08	\$32.01	\$32.97
Meter Replacement Charge	\$0.50	\$6.50	\$6.50	\$6.50	\$6.50	\$6.50
Usage Charge (14,000 gallons)	\$17.78	\$18.62	\$19.18	\$19.74	\$20.30	\$20.86
Sewer Charge	\$34.65	\$36.51	\$39.43	\$42.58	\$45.98	\$49.66
Storm Drain Charge	<u>\$1.60</u>	<u>\$1.42</u>	<u>\$1.46</u>	<u>\$1.50</u>	<u>\$1.55</u>	<u>\$1.60</u>
Total Monthly Bill	\$82.70	\$92.34	\$96.74	\$101.40	\$ 106.34	\$111.59
Increase		12%	5%	5%	5%	5%

The chart below compares the City of Kerman’s current and proposed water and sewer bill to the bills of other local agencies. Following the rate increase, the City’s bill will remain in the lower to mid-range of surveyed agencies.

Figure 7: Combined Water and Sewer Average Single Family Residential Bill Survey





STAFF REPORT

MEETING DATE: October 25, 2023

PRESENTER: Marci Reyes, City Clerk
Theresa Johnson, Community Services Director

SUBJECT: Draft Community Organization Grant Program Policy (MR)

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

EXECUTIVE SUMMARY:

The City of Kerman recognizes the value other organizations have in providing services that benefit the community and its members. The Community Organization Grant Program is intended to provide monetary assistance to eligible community non-profit organizations in their efforts to provide social, educational and cultural services to the community.

The policy will set the stage for Council to consider requests for events and programs that:

- Provide a public service, or otherwise promote the health, safety or welfare of the community.
- Benefit the City of Kerman residents and businesses.
- Held within Kerman City limits and open to the public.
- Serve a charitable, cultural, or educational purpose.

The application process for grants will coincide with the approval of the annual City budget. A call for applications will begin on January 1, through February 28, of each year.

Applicants will be required to supply specific details of their events, including a full explanation about the proposed use of funds and a budget of the program/project.

An ad hoc committee will review the applications and make their recommendations for approval by the City Council at a meeting in April. Once approved, the final figures for grant funding will be included in the annual budget. Funding will commence after the annual budget is approved by the City Council.

The ad hoc committee will consist of two Council members, the City Clerk, and the Community Services Director or appointee.

FISCAL IMPACT:

The following events have been approved by the City Council for annual/biennial funding and are included in the budget:

1. The American Spirit Fireworks Extravaganza	\$600.00
2. The Big Fresno Fair	\$600.00
3. Kerman Unified School District - Sober Grad Night	\$500.00
4. Kerman Youth Commission (biennial)	\$500.00
Total:	\$2,200.00

Additional funds will be determined by the number of applications received/approved.

ATTACHMENTS:

- A. Draft Policy
- B. Application



Community Organization Grant Program Policy for Community Services, Programs and Activities

PURPOSE

The purpose of this policy and application is to establish processing and evaluation criteria in a fair and equitable way for the disbursement of City funds to community-based organizations that provide community service programs to Kerman residents.

GENERAL POLICY

This policy was created as a way to support “Community Comes First” and encourage groups to build and celebrate our unique culture by holding community events in Kerman.

All proposals for funding under the Community Organization Grant Program budget should adhere to the following:

1. Provide a public service, or otherwise promote the health, safety or welfare of the community.
2. Benefit the City of Kerman residents and businesses.
3. Applicants must successfully explain how the proposed program/project will serve the City of Kerman residents.
4. The organization must operate as a non-profit and provide verification of 501(c) (3) status.
5. Events must be held within Kerman City limits and open to the public.
6. Serve a charitable, cultural, or educational purpose.
7. Request no more than fifty percent (50%) of the total funding for the proposed activity.
8. Grant funds cannot pay for personal property, charitable donations, alcohol, faith-based activities (faith groups can apply if the project meets a community need), operational costs, items that will be donated/raffled/auctioned, or political campaigning.
9. It is the responsibility of the applicant to ensure that any activity or program that is funded is in compliance with all applicable zoning, health, building or other codes, permits and regulations.

Grant funding is not intended to be an ongoing funding source for the event. Funding in one year is not a guarantee for future funding. All applications are subject to a new review each year.

APPLICATION PROCESS

1. Applications may be submitted only during the open application period. The application period will commence on January 1, through February 28, of each year. Applications are available at City Hall and on the City's website at: <https://cityofkerman.net/>
2. The applicant must submit a completed application and all required attachments to be considered for funds.
3. The application must include a full explanation about the proposed use of the funds and include a budget of the program/project.
4. Applications must be filed with the City Clerk on or before 5 p.m. on February 28, of each calendar year. If February 28, falls on a Saturday, Sunday or holiday, when City offices are closed, the filing date shall extend to 5 p.m. on the next business day.
5. Incomplete applications or ones not submitted by the deadline will not be considered during this year's grant review process.

APPLICATION REVIEW AND FUNDING DECISIONS

1. An ad hoc committee consisting of two Council members, the City Clerk, and the Community Services Director or appointee will review each application. The committee may choose to contact the applicant for more information or clarification regarding the details of the application during the review period.
2. In making funding determinations, the committee will review and consider the following criteria:
 - A. Is the organization currently nonprofit?
 - B. Does the organization provide a service to the overall community of Kerman?
 - C. Will the organization use the grant funds for the benefit of the citizens of Kerman?
 - D. Does the organization receive any other discounts or benefits from the City of Kerman pertaining to this event?
 - E. Can the organization provide financial statements (prepared using an appropriate method of account) to demonstrate sound financial management?
 - F. Can the organization provide a budget demonstrating its cost –effectiveness?

The committee shall make its recommendations for funding to the full City Council at a meeting in April. Final funding will be included in the annual budget. Funding will commence after the annual budget is approved.

SPECIAL EVENT PERMIT AND USE OF CITY FACILITY

All special events in Kerman must also submit a Special Events Permit Application before the event date. To learn more about the City of Kerman Special Events Permit Process, contact the Community Development Department at (559) 846-6121. Applicant will be required to obtain permits, clearances, insurance and event authorization and pay any relevant fees in a timely manner. If you are proposing to use a City facility, applicant must submit a request in accordance with standard rental procedures.

If City staff time is requested (such as public safety officers, public works, etc.) please contact the relevant department to obtain a cost estimate and include the cost in your proposed budget.

ADDITIONAL INFORMATION AND REPORTING

1. Funding for the Community Organization Grant Program is limited and some applications, while worthy, will not be funded due to the limited resources.
2. Once approved by Council, the funding award will be processed by City staff.
3. All grant awardees will be required to submit a performance report to the City of Kerman within 60 days after the event was held.
4. Grant application forms may be amended and revised from time to time, as the City deems appropriate.

OTHER FUNDING

All other requests for City funding outside of the open application period, must be directed to the City Manager's office. Any recommended funding will require City Council budget approval.



COMMUNITY ORGANIZATION GRANT PROGRAM APPLICATION

_____ Fiscal Cycle

Please print or type and attach additional paper if needed.

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

1. GENERAL INFORMATION				Date: _____	
Applicant:					
Type of Applicant:	Public Agency_____	Private_____	Non-Profit_____	Other_____	
Contact Person:			Title:		
Address:			City, Zip Code		
Phone:			Email:		
Agency website:					
Geographical area(s) the organization serves:					
Provide a description of the organization and its general functions:					
What is your agency's budget for the current fiscal year?				\$ _____	
I have received a copy of the Kerman Community Organization Grant Program Policy.				Initial _____	

Signature: _____ Date: _____

Print Name: _____

2. PROGRAM DESCRIPTION

Please indicate the type of funding request:

Special Event _____

Program/Project _____

Facility Fees _____

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

Amount of Funding Requested: \$ _____

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.

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

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

3. PROGRAM FINANCIAL INFORMATION

List the year(s), and amount(s) of past funding the program/project has received from the City of Kerman:

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

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?			
Expenses		Revenues	
Categories	Expenditures	Other Sources	From City
Salaries and Benefits			
Supplies			
Rent			
Communications (phone, postage)			
Travel Expenses			
Insurance			
Other			
Total Budget:	_____		

4. ATTACHMENTS
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
Evidence of Worker's Compensation Insurance (if applicable)
Board of Directors roster/stipend/amount
Copy of the agency's most recent total budget

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