



CITY COUNCIL REGULAR MEETING AGENDA

Wednesday, September 28, 2022 at 6:00 PM

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

The Council Chamber will be open to the public.

This meeting will also be available for public viewing and participation through Zoom.

Zoom link: [Kerman City Council](#)

Meeting ID: 815 480 4966 Password: 93630

Telephone number: (669) 900-6833

Public comment accepted in person, via Zoom, and by email at: publicmeeting@cityofkerman.org

1. OPENING CEREMONIES

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

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

- E. Pledge of Allegiance

2. AGENDA APPROVAL / ADDITIONS / DELETIONS

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

3. PRESENTATIONS / CEREMONIAL MATTERS

- A. John Coyle - Centers for Living

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 AGENDA

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 - September 14, 2022

RECOMMENDATION: Council adopt minutes as presented.

B. **SUBJECT:** Payroll

08/07/22 – 08/20/22: \$174,636.23; Retro Pay & Other: \$1,064.59; Overtime: \$7,228.56; Standby: \$1,384.88; Comp Time Earned: 55.13

RECOMMENDATION: Council approve payroll as presented.

C. **SUBJECT:** Warrants

1. Nos. 24980-25125 \$692,098.95 ACH \$53,779.90

2. Exceptions. CK #24986 \$276.00, CK #25085 \$21,342.92

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

D. **SUBJECT:** Resolution Approving Ratification of Memorandum of Agreement with Mariposa County for Reimbursement of Mutual Aid Expenses for the Oak Fire (JAJ)

RECOMMENDATION: Council by motion adopt resolution ratifying the Memorandum of Agreement with Mariposa County for reimbursement of Mutual Aid expenses for the Oak Fire.

E. **SUBJECT:** Adopting Amendments to the Conflict of Interest Code (MR)

RECOMMENDATION: Council by motion amend the Conflict of Interest Code and accept the 2022 Local Agency Biennial Notice.

F. **SUBJECT:** Agreement Between the City and Yamabe and Horn Engineering Inc. for City Engineering Services (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving agreement between the City and Yamabe and Horn Engineering Inc., for City Engineering Services.

6. PUBLIC HEARINGS

These hearings are scheduled at the time stated and will be heard by the Council as close to the time stated as possible.

- A. **SUBJECT:** Continued Public Hearing and Adoption of Resolution Authorizing the Submission of an Application for Community Development Block Grant funds for Fiscal Year 2023-2024 for the Plaza Veterans Park Restroom (JJ)

RECOMMENDATION: Council continue Public Hearing and adopt resolution authorizing the submission of an application for Community Development Block Grant funds for Fiscal Year 2023-2024 for the Plaza Veterans Park Restroom Building.

7. DEPARTMENT REPORTS

- A. **SUBJECT:** Presentation of Draft Community Safety Center (Police Station) Needs Assessment Study (JAJ)

RECOMMENDATION: City Council receive presentation on final draft Needs Assessment Study for new Community Safety Center (Police Station) and provide direction to staff.

8. CITY MANAGER / STAFF COMMUNICATIONS

9. MAYOR / COUNCIL REPORTS

10. CLOSED SESSION

None

11. ADJOURNMENT

Agenda packet is available for review 72 hours prior to the meeting at the city clerk's office and on the city website. Items received at the meeting will be available for review at the city clerk's office.

In compliance with the American with Disabilities Act (ADA), if you need special assistance to participate at this meeting, please contact the City Clerk at (559) 846-9380. Notification of 48 hours prior to the meeting will enable the City Clerk to make reasonable arrangement to ensure accessibility to this meeting. Pursuant to the ADA, the meeting room is accessible to the physically handicapped.

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.org.

Date: September 23, 2022 /s/ Marci Reyes, City Clerk



CITY COUNCIL REGULAR MEETING MINUTES
Wednesday, September 14, 2022 at 6:00 PM
Kerman City Hall, 850 S. Madera Avenue, Kerman, CA 93630

1. OPENING CEREMONIES

- A. Welcome - Mayor
- B. Call to Order

6:04 p.m.

- C. Roll Call

PRESENT: Mayor Gary Yep, Council Member Jennifer Coleman, Council Member Kevin Nehring

ABSENT: Council Member Bill Nijjer, Council Member Ismael Herrera

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

2. AGENDA APPROVAL/ADDITIONS/DELETIONS

Approved with recess at 6:25 p.m. for Closed Session

Motion made by Council Member Nehring, Seconded by Council Member Coleman.

Voting Yea: Mayor Yep

3. PRESENTATIONS/CEREMONIAL MATTERS

- A. Cal Ripken Presentation to City Council – **Presented.**
- B. National Hispanic Heritage Month **Presented.**
- C. National Senior Center Month Proclamation – **Presented.**
- D. Introduction of new Community Development Department staff. Mabel Martinez - Administrative Coordinator & Manuel Campos - Assistant Planner - **Presented.**

4. REQUEST TO ADDRESS COUNCIL

None.

5. CONSENT CALENDAR

Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote.

Motion made by Council Member Nehring, Seconded by Council Member Coleman.

Voting Yea: Mayor Yep

A. SUBJECT:

Minutes - August 24, 2022

RECOMMENDATION:

Council adopt minutes as presented.

B. SUBJECT: Payroll

07/24/22 – 08/06/22: \$199,366.41; Retro Pay & Other: \$4,492.42; Overtime: \$9,848.96; Standby: \$1,513.77; Comp Time Earned: 11.25

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants

1. Nos. 24862-24979 \$744,876.37 ACH \$81,996.19
2. Exceptions CK #24874 \$151.00, CK #24920 \$191.50

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

D. SUBJECT: Monthly Investment Report Ending August 31, 2022

RECOMMENDATION: Council accept monthly investment report as presented.

E. SUBJECT: Remote City Council Meetings Under New Brown Act Requirements (AB 361)

RECOMMENDATION: Council by motion adopt resolution reauthorizing remote teleconference public meetings by the City Council and all boards, commissions, and standing committees of the City in accordance with Assembly Bill 361. **Res 22-69**

6. PUBLIC HEARINGS

A. SUBJECT: Council conduct a Public Hearing and adopt resolution authorizing the submission of an application for Community Development Block Grant funds for Fiscal Year 2023-2024 for the Plaza Veterans Park Restroom

RECOMMENDATION: Council conduct Public Hearing and adopt resolution authorizing the submission of an application for Community Development Block Grant funds for Fiscal Year 2023-2024 for the Plaza Veterans Park Restroom Building.

Public Hearing Continued to September 28, 2022, Meeting due to technical difficulties.

Motion made by Council Member Nehring, Seconded by Council Member Coleman.

Voting Yea: Mayor Yep

7. DEPARTMENT REPORTS

- A. SUBJECT:** Presentation of Draft Community Safety Center (Police Station) Needs Assessment Study

RECOMMENDATION: City Council receive presentation on final draft Needs Assessment Study for new Community Safety Center (Police Station) and provide direction to staff.

Presentation moved to September 28, 2022, meeting due to technical difficulties.

Motion made by Council Member Nehring, Seconded by Council Member Coleman.

Voting Yea: Mayor Yep

8. CITY MANAGER/STAFF COMMUNICATIONS

9. MAYOR/COUNCIL REPORTS

10. CLOSED SESSION

- A.** Conference with Legal Counsel – Existing Litigation pursuant to Government Code Section 549556.9

Name of Case: City of Kerman v. The Dow Chemical Company; Shell Oil Company, also doing business as Shell Chemical Company; Occidental Chemical Corporation; FMC Corporation; Puregro Company; Wilbur-Ellis Company; J.R. Simplot Company; Nutrien Ag Solutions, Inc., formerly known as CROP PRODUCTION SERVICES, INC.; and DOES 1 through 300, INCLUSIVE.

Councilmember Nijjer was present during closed session. No reportable action.

11. ADJOURNMENT

7:48 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.

/s/ Marci Reyes, City Clerk.

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: August 07, 2022 - August 20, 2022

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>										
Alvarez, Josefina	\$ 3,572.18	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,572.18	-
Camacho, Josie	\$ 1,714.24	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,714.24	-
Cheema, Akayla	\$ 2,356.62	\$ 237.73	4.00	\$ 180.28	-	\$ -	-	\$ -	\$ 2,774.63	-
Gonzalez, Diana	\$ 3,553.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,553.84	-
Jansons, John	\$ 6,678.60	\$ 826.86	-	\$ -	-	\$ -	-	\$ -	\$ 7,505.46	-
Linares, Vanessa	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
Lopez, Jacqueline	\$ 2,113.26	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,113.26	-
Mendoza Hernandez, Ariana	\$ 1,751.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,751.23	-
Mendoza, Gabriela	\$ 1,925.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,925.46	-
Reyes, Marcia	\$ 3,669.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,669.51	-
Sandoval, Veronica	\$ 1,494.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,494.15	-
TOTAL	\$ 30,323.25	\$1,064.59	4.00	\$ 180.28	-	\$ -	-	\$ -	\$ 31,568.12	-
<u>REC/SOCIAL</u>										
Acosta, Marco	\$ 136.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 136.00	-
Acosta-Parra, Melany	\$ 75.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 75.00	-
Brar, Manreet	\$ 75.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 75.00	-
Burdine-Slaven, Jeanna	\$ 2,248.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,248.62	8.25
Escamilla, Paloma	\$ 75.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 75.00	-
Espindola, Martin	\$ 7.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 7.50	-
Flores, Haley	\$ 1,678.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,678.15	8.25
Garcia, Anthony	\$ 1,370.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,370.31	-
Hurlbert, Ronald	\$ 536.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 536.25	-
Jauriqui, Jose	\$ 576.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 576.00	-
Johnson, Theresa	\$ 3,186.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,186.62	-
Lua, Joshua	\$ 8.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 8.13	-
Lua, Miguelangel	\$ 102.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 102.38	-
Lujan, Vanessa	\$ 314.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 314.50	-
Martinez, Aylah	\$ 585.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 585.00	-
Negrete, Dean	\$ 604.43	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 604.43	-
Neuwirth, Steven	\$ 102.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 102.38	-
Ruiz, Rosalba	\$ 576.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 576.00	-
Salvador, Mark	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Sidhu, Nirmal	\$ 2,054.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,054.77	-
Silva, Jessica	\$ 457.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 457.50	-
Villarreal, Arlene	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
TOTAL	\$ 19,874.39	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 19,874.39	16.50
<u>POLICE</u>										
Antuna, Miguel	\$ 2,714.12	\$ -	10.50	\$ 508.90	-	\$ -	-	\$ -	\$ 3,223.02	-
Arciga, Jose	\$ 2,358.91	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,358.91	-
Barbosa, Isaias	\$ 2,839.65	\$ -	12.00	\$ 603.14	-	\$ -	7.50	\$ 62.83	\$ 3,505.61	-
Barcoma, Wilbert	\$ 4,068.65	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,068.65	-
Barra, Brenden	\$ 2,031.42	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.42	-
Belding, Jeff	\$ 3,578.45	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,578.45	2.25
Castro, Jaclynn	\$ 2,031.42	\$ -	22.00	\$ 773.51	-	\$ -	-	\$ -	\$ 2,804.93	-
Chapman, Tom	\$ 3,435.42	\$ -	5.00	\$ 301.15	-	\$ -	-	\$ -	\$ 3,736.58	-
Clark, Patrick	\$ 2,214.50	\$ -	23.50	\$ 929.30	-	\$ -	-	\$ -	\$ 3,143.80	-
Coronado, Krystal	\$ 1,922.11	\$ -	1.50	\$ 51.49	-	\$ -	-	\$ -	\$ 1,973.60	-
Corrales, Edith	\$ 1,400.00	\$ -	6.50	\$ 170.63	-	\$ -	-	\$ -	\$ 1,570.63	-
Cubillos, Theresa	\$ 2,764.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,764.38	25.50
Davis, Jeff	\$ 3,636.09	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,636.09	-
Gallegos, Eric	\$ 2,418.52	\$ -	2.00	\$ 85.48	-	\$ -	-	\$ -	\$ 2,504.00	-
Golden, John	\$ 5,004.95	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,004.95	-
Gutierrez, Gloria	\$ 2,135.40	\$ -	6.50	\$ 257.20	-	\$ -	-	\$ -	\$ 2,392.60	-
Inthasone, Bryant	\$ 1,875.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,875.23	-
Leonard, Thomas	\$ 1,875.23	\$ -	9.21	\$ 267.00	-	\$ -	-	\$ -	\$ 2,142.23	-
Levandusky, James	\$ 2,342.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,342.13	-
Lopez, Matt	\$ 892.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 892.50	-
Lozano, Daniel	\$ 1,503.36	\$ -	15.00	\$ 451.01	-	\$ -	-	\$ -	\$ 1,954.36	-

CITY OF KERMAN PAYROLL REPORT

Section 5, Item B.

PAY PERIOD: August 07, 2022 - August 20, 2022

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Lozano, Patricia	\$ 1,257.23	\$ -	4.50	\$ 106.08	-	\$ -	-	\$ -	\$ 1,363.31	3.00
Mendoza, Sandra	\$ 3,003.00	\$ -	10.00	\$ 531.79	-	\$ -	-	\$ -	\$ 3,534.78	-
Molina, Jesus	\$ 2,305.19	\$ -	4.00	\$ 162.87	-	\$ -	-	\$ -	\$ 2,468.06	-
Quintanilla, Rodolfo	\$ 1,984.61	\$ -	6.50	\$ 223.10	-	\$ -	8.00	\$ 45.76	\$ 2,253.48	-
Rodriguez, Mary	\$ 2,257.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,257.69	1.50
Ruiz, Jose	\$ 1,937.73	\$ -	0.50	\$ 16.74	-	\$ -	3.25	\$ 18.14	\$ 1,972.61	-
Schmidt, Lee	\$ 2,031.42	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.42	-
Seroka, Dylan	\$ 2,776.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,776.62	-
Torres, Karina	\$ 1,448.99	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,448.99	-
TOTAL:	\$ 72,044.94	\$ -	139.21	\$ 5,439.38	-	\$ -	18.75	\$ 126.73	\$ 77,611.04	32.25

PUBLIC WORKS

Arrellano, Antonio	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Barajas, Michael	\$ 3,412.78	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,412.78	-
Camacho, Armando	\$ 1,636.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,636.31	-
Castro, Joseph	\$ 2,818.52	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,818.52	-
Cervantes, Pedro	\$ 1,370.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,370.31	-
Garcia, Destiny	\$ 1,715.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.23	-
Garcia, Guadalupe	\$ 946.29	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 946.29	-
Gastelum, Humberto	\$ 2,922.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,922.72	-
Guizar, Jesus	\$ 1,304.80	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,304.80	-
Gutierrez Olivarez, Norberto	\$ 1,370.31	\$ -	28.00	\$ 787.93	-	\$ -	32.00	\$ 548.12	\$ 2,706.36	-
Hernandez, Julian	\$ 1,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,715.69	-
Isaak, Denise	\$ 2,182.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,182.15	-
Jimenez, Gabriela	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Kaur, Harmeen	\$ 1,681.17	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,681.17	3.38
Lopez, Josue	\$ 1,489.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,489.08	-
Morales, Andres	\$ 1,636.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,636.31	-
Ortiz, Carlos	\$ 1,825.08	\$ -	22.50	\$ 820.97	-	\$ -	32.00	\$ 710.03	\$ 3,356.08	-
Perez, Ruben Lopez	\$ 1,665.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,665.69	-
Ramirez, Manuel	\$ 2,516.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,516.00	-
Rivera, Coty	\$ 2,057.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,057.54	-
Sanchez, Ana	\$ 1,139.79	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,139.79	-
Sanchez, Daniel	\$ 2,507.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,507.48	3.00
Soto, Samuel	\$ 1,757.34	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,757.34	-
Tinoco, Alfonso	\$ 2,210.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,210.46	-
TOTAL	\$ 45,085.81	\$ -	50.50	\$ 1,608.90	-	\$ -	64.00	\$ 1,258.15	\$ 47,952.87	6.38

PLANNING

Campos, Manuel	\$ 1,200.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,200.00	-
Martinez, Mabel	\$ 1,889.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,889.69	-
Orozco, Jesus	\$ 3,593.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,593.15	-
TOTAL	\$ 6,682.85	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 6,682.85	\$ -

PLANNING

Bandy, R	\$ -
Molloy, Cory	\$ -
Jones, C	\$ -
Nunez, M	\$ -
Felker, R	\$ -
Bishop, S	\$ -
Villar, Victor	\$ -

COUNCIL

Yep, G	\$ 125.00
Herrera, I	\$ 125.00
Nijjer, B	\$ 125.00
Coleman, J	\$ 125.00
Nehring, K	\$ 125.00

Total	\$ -	Total	\$ 625.00							
GRAND TOTAL:	\$174,636.23	\$1,064.59	193.71	\$7,228.56	-	\$0.00	82.75	\$1,384.88	\$ 184,314.26	55.13

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 9/23/2022 8:35 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	09/09/2022	
	090922	C PR TAX DEPOSIT- 09/09/22 SIT PAYABLE=		4,279.11
	090922	C PR TAX DEPOSIT- 09/09/22 SDI PAYABLE=		1,978.93
Total for this ACH Check for Vendor 10147:				6,258.04
ACH	10517	FEDERAL TAXES PAYROLL	09/09/2022	
	090922	C PAYROLL TAX DEPOSIT- 09/09/22- FICA P		23,931.24
	090922	C PAYROLL TAX DEPOSIT- 09/09/22- FIT PA		14,211.08
	090922	C PAYROLL TAX DEPOSIT- 09/09/22- FICA M		5,596.64
Total for this ACH Check for Vendor 10517:				43,738.96
ACH	10518	KERMAN POLICE OFFICERS ASSN	09/09/2022	
	090922	C MEMBERSHIP DUES 09/09/22		775.50
Total for this ACH Check for Vendor 10518:				775.50
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	09/09/2022	
	090922	C MEMBERSHIP DUES 09/09/22		165.00
Total for this ACH Check for Vendor 10519:				165.00
ACH	10520	ICMA-RC	09/09/2022	
	090922	C DEFERRED COMP 09/09/22		2,842.40
Total for this ACH Check for Vendor 10520:				2,842.40
Total for 9/9/2022:				53,779.90
Report Total (5 checks):				53,779.90

Accounts Payable

Checks by Date - Detail by Check Date

User: Gmendoza
 Printed: 9/23/2022 8:37 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
24980	11493	24 / 7 PET VETS	09/09/2022	
	65734	AC- EMERGENCY EXAM FOR CANINE EU1		144.00
	66086	AC- EMERGENCY EXAM FOR KITTENS EU		194.40
Total for Check Number 24980:				338.40
24981	11355	BADGER METER	09/09/2022	
	80105468	FIN- BEACON HOSTING SERV UNIT AUGU:		92.93
	80105468	FIN- BEACON HOSTING SERV UNIT AUGU:		92.92
Total for Check Number 24981:				185.85
24982	10617	C A REDING CO INC	09/09/2022	
	642147	ADM- LANIER/IM C8000-CONTRACT # 1921		33.99
	642147	ADM- LANIER/IM C8000-CONTRACT # 1921		18.13
	642147	ADM- LANIER/IM C8000-CONTRACT # 1921		56.64
	642147	ADM- LANIER/IM C8000-CONTRACT # 1921		4.53
	642147	ADM- LANIER/IM C8000-CONTRACT # 1921		56.64
	642147	ADM- LANIER/IM C8000-CONTRACT # 1921		56.64
Total for Check Number 24982:				226.57
24983	11215	CALIFORNIA INDUSTRIAL RUBBER C	09/09/2022	
	F-075722	SWR- 1/8" BLACK NEOPREHENE FOR SEW		35.21
Total for Check Number 24983:				35.21
24984	12126	CENTRAL SANITARY SUPPLY	09/09/2022	
	1266053	CS- SWITCH TRIGGER		16.35
	1267519	CS- WINDSOR CLIPPER		8.17
Total for Check Number 24984:				24.52
24985	10102	CODE PUBLISHING COMPANY	09/09/2022	
	GC0008383	CLRK- WEB UPDATE		146.50
Total for Check Number 24985:				146.50
24986	10109	COUNTY OF FRESNO	09/09/2022	
	090122	PD- JULY PARKING ACTIVITY		276.00
Total for Check Number 24986:				276.00
24987	10715	DC HEATING AND COOLING	09/09/2022	
	1541	CS-HVAC REPAIR- CITY HALL SERVER RO		235.00
Total for Check Number 24987:				235.00
24988	11832	EPIC BUSINESS ESSENTIALS LLC	09/09/2022	
	SI00460891	ADM- OFFICE DEPOT		22.92

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 24988:	22.92
24989	11539 6850	ERLEWINE MECHANICAL BLDG- REPAIR ICE MACHINE- CITY SHOP	09/09/2022	510.04
			Total for Check Number 24989:	510.04
24990	11398 FRES-94210 FRES-94689 FRES-94689	FASTSIGNS WTR- CONSERVE WATER SIGNS CS- KPD DOOR DECAL CS- CTC DOOR DECAL	09/09/2022	1,580.15 42.41 86.46
			Total for Check Number 24990:	1,709.02
24991	10157 1738114	FERGUSON ENTERPRISES INC WTR- WATER HAND PUMP	09/09/2022	109.77
			Total for Check Number 24991:	109.77
24992	12280 165322557 165322558 165364103 165364106 165405338 165405343	FIDELITY SECURITY LIFE INSURANCE HR- JULY VISION PREMIUM HR- JULY COBRA VISION PREMIUM HR- AUGUST VISION PREMIUM HR- AUGUST COBRA VISION PREMIUM HR- SEPTEMBER VISION PREMIUM HR- SEPTEMBER COBRA VISION PREMIUM	09/09/2022	687.81 12.87 787.21 12.87 750.31 12.87
			Total for Check Number 24992:	2,263.94
24993	10183 146499	GRAFIX SHOPPE PD REP- LETTER DECALS FOR 2016 BLK &	09/09/2022	272.47
			Total for Check Number 24993:	272.47
24994	10185 9417735306 942007925 9426065398	GRAINGER CS- BALLASTS- CTC RESTROOM CS- HOSE THREAD FOR FAUCET CS- LANDSCAPE RAKE- PARK MAINTENANCE	09/09/2022	61.80 12.10 104.23
			Total for Check Number 24994:	178.13
24995	11154 1603-34	HEDRON ARCHITECTURE CS- DOG RUN DESIGN/COORD/CONST- AN	09/09/2022	2,211.48
			Total for Check Number 24995:	2,211.48
24996	11096 2168772	LOZANO SMITH LLP ADM- ADMIN-HR PERSONNEL MATTER 07	09/09/2022	3,857.00
			Total for Check Number 24996:	3,857.00
24997	10266 2375755	MOORE TWINING ASSOCIATES INC WTR- HEX CHROM TESTING	09/09/2022	300.00
			Total for Check Number 24997:	300.00
24998	10269 090222	MOUNTAIN VALLEY PEST CONTROL CS- PEST CONTROL SPRAY- KERCKHOFF I	09/09/2022	150.00
			Total for Check Number 24998:	150.00
24999	10282	OFFICE DEPOT	09/09/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	262461068001	WTR- OFFICE SUPPLIES		18.83
	262461068001	SW- OFFICE SUPPLIES		94.13
	262461068001	SW- OFFICE SUPPLIES		240.55
	262461068001	SWR- OFFICE SUPPLIES		177.80
Total for Check Number 24999:				531.31
25000	10289	P.G.& E.	09/09/2022	
	2881141119-9	CS- CNG VEHICLES FUEL- AUG 2022		766.48
	5741309690-0	PARKS- MONTHLY SERVICE- 07/15/22/-08/1		384.92
	8542225974-8	PD 5%- SOLAR CONNECTION FEE 07/25-08/		15.31
	8542225974-8	PLAN REC 1%- SOLAR CONNECTION FEE (		3.06
	8542225974-8	SC 2%- SOLAR CONNECTION FEE 07/25-08/		6.12
	8542225974-8	CTC 7%- SOLAR CONNECTION FEE 07/25-0		21.43
	8542225974-8	WTR 71%- SOLAR CONNECTION FEE 07/25		217.36
	8542225974-8	REC 6%- SOLAR CONNECTION FEE 07/25-0		18.37
	8542225974-8	VE 3%- SOLAR CONNECTION FEE 07/25-08.		9.18
	8542225974-8	CITY HALL 3%- SOLAR CONNECTION FEE		9.19
	8542225974-8	SWR 1%- SOLAR CONNECTION FEE 07/25-(		3.06
	8542225974-8	PARKS 1%- SOLAR CONNECTION FEE 07/2:		3.06
	9081203718-3	CS- KATEYS PARK- AUG 2022		109.84
Total for Check Number 25000:				1,567.38
25001	12082	PERFORMANCE AUTOMATION CO INC	09/09/2022	
	1976	SWR- BATTERY FOR PLC		56.99
	1976	WTR- BATTERY FOR PLC		56.99
	1985	SWR- TROUBLESHOOT SCREWPRESS		960.00
	1986	WTR- LABOR TO REPLACE SWITCH CONT		480.00
	1986	SWR- LABOR TO REPLACE SWITCH CONT		480.00
	1987	WTR- ETHERNET SWITCH		376.73
	1987	WTR- ETHERNET SWITCH		376.74
Total for Check Number 25001:				2,787.45
25002	10307	POSTAL ANNEX	09/09/2022	
	090122	PD- POSTAGE TO SEND BADGE 48 TO BE R		15.46
Total for Check Number 25002:				15.46
25003	10327	SAFETY KLEEN SYSTEMS INC	09/09/2022	
	89570501	VE- P/U USED OIL/ANTIFREEZE NEW DRU		705.80
Total for Check Number 25003:				705.80
25004	10331	SEBASTIAN	09/09/2022	
	INV-3736	ADM- SHARED APPRAISAL EXPENSE W SE		2,400.00
Total for Check Number 25004:				2,400.00
25005	11428	SHI INTERNATIONAL CORP	09/09/2022	
	B15741082	FIN- DELL LED MONITOR 17"- PLANNING/		156.48
	B15752036	FIN- 2 HP PRODESK 400 COMPUTER- PLB/E		1,678.22
Total for Check Number 25005:				1,834.70
25006	10337	SLUMBERGER LUMBER	09/09/2022	
	ACCT 3305	SWR- RETURN SAWCHAIN		-54.46
	ACCT 3305	SWR- SAWCHAIN GLOVES		67.53
	ACCT 3305	SWR- SUPPLIES FOR MAINTENANCE OF P		20.46
	ACCT 3305	SWR- SUPPLIES FOR MAINTENANCE OF P		127.76

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 25006:				161.29
25007	12281 090822	SAMUEL SOTO WTR- MEALS PER DIEM 09/14/, 15 & 16 202:	09/09/2022	114.00
Total for Check Number 25007:				114.00
25008	10357 25098	TAYLOR MADE IRRIGATION PARKS- IRRIGATION SUPPLIES	09/09/2022	52.13
Total for Check Number 25008:				52.13
25009	10754 702009804 702321316 703462069	THE HOME DEPOT PRO-SUPPLY WORL CS- FAN BLOWER CS- BATTERY CHARGER CS- PAPER TOWEL DISPENSER	09/09/2022	128.49 106.90 78.46
Total for Check Number 25009:				313.85
25010	10371 22-263	TJ LAW & ASSOCIATES INVESTIGATIC PD- 3 BACKGROUND INVESTIGATIONS- F.	09/09/2022	2,100.00
Total for Check Number 25010:				2,100.00
25011	10377 090622 090622 090622 090622	US POST OFFICE VAR- ADVANCE PMNT/UB PERMIT 2 VAR- ADVANCE PMNT/UB PERMIT 2 VAR- ADVANCE PMNT/UB PERMIT 2 VAR- ADVANCE PMNT/UB PERMIT 2	09/09/2022	895.52 2,611.94 1,368.16 124.38
Total for Check Number 25011:				5,000.00
25012	10387 082443	USA BLUE BOOK WTR- STENNER PERISTALTIC PUMP	09/09/2022	723.21
Total for Check Number 25012:				723.21
25013	12057 002106000009	WLC ARCHITECTS ADM- PROFESSIONAL SERVICES AUGUST	09/09/2022	25,062.00
Total for Check Number 25013:				25,062.00
Total for 9/9/2022:				56,421.40
25014	10014 080122 A1026124 A1026124 A1026124A	ADMINISTRATIVE SOLUTIONS INC HR- AUGUST EMPLOYER FLEX PLAN HR- AUGUST BLUE SHIELD PLAN ADMIN HR- AUGUST 125 PLAN ADMIN HR- JULY SEC 125 EMPLOYEE CONT	09/14/2022	11,500.00 900.00 150.00 2,969.96
Total for Check Number 25014:				15,519.96
25015	11525 1392-2022	ADOLPHS A-1 TREE SERVICE PARKS- 2 TREES TRIMMED- LIONS PARK	09/14/2022	750.00
Total for Check Number 25015:				750.00
25016	11387 090722	LUISA AGUIRRE REC- INSTRUCTOR FEE-ZUMBA AUGUST 2	09/14/2022	399.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 25016:				399.00
25017	12257 083022	AMERITAS LIFE INSURANCE CORP HR- CLAIMS FUNDING ENDING 08/27/22	09/14/2022	848.00
Total for Check Number 25017:				848.00
25018	10040	AT&T MOBILITY	09/14/2022	
	287286967034	PD- AUG MDT WIRELESS SERVICE		505.55
	287287185708	PD- SRO CELL PHONES/MDT		136.76
	287287978139	AC- AUG CELLULAR SERVICE		44.82
	287287978139	PD- AUG CELLULAR SERVICE		445.41
	287288087181	PD- ACT CELL PHONE IPAD SERVICE		108.32
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		33.47
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		153.80
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		33.48
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		109.70
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		87.84
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		47.87
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		45.87
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		12.39
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		153.80
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		70.47
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		12.39
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		8.23
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		109.70
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		12.39
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		77.31
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		21.93
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		80.48
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		22.26
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		12.39
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		22.26
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		44.52
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		135.91
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		5.49
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		164.21
	287293504071X09	VAR- MONTHLY CELLULAR SERVICE- 08/0		44.52
Total for Check Number 25018:				2,763.54
25019	12075 090722	RHONDA BREWER REC- INSTRUCTOR FEE HIIT FITNESS- AU	09/14/2022	395.50
Total for Check Number 25019:				395.50
25020	12162 23491551	BRIGHTVIEW LANDSCAPE SERVICES TREE TRMG- 90 PALMS TRIMMED KEARNI	09/14/2022	19,000.00
Total for Check Number 25020:				19,000.00
25021	10617	C A REDING CO INC	09/14/2022	
	643253	WTR 50%- LANIER MPC4504 COPIES #1737-		55.48
	643253	SWR 50%- LANIER MPC4504 COPIES #1737-		55.48
	643662	BPO- LANIER/MP C3503 COPIES #16184-01 (		28.67
	643662	BPO- LANIER/MP C3503 COPIES #16184-01 (		28.67
	643663	CS- SC- LANIER MPC4504- AUG 2022		36.42
Total for Check Number 25021:				204.72

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
25022	10078 200000001759283	CALIFORNIA STATE DISBURSEMENT C WITHHOLDING ORDER P/R DATE 09/09/2	09/14/2022	305.07
Total for Check Number 25022:				305.07
25023	10079 109393 109393	CAMCO PARKS- HOSE FOR WEED SPRAYING VE REP- TUBING FOR WATER TRUCK	09/14/2022	14.47 23.87
Total for Check Number 25023:				38.34
25024	12126 1272466 1273166	CENTRAL SANITARY SUPPLY CS- LIQUID CLEANER (3 OF 4) CTC CS- TRASH LINERS	09/14/2022	133.58 246.78
Total for Check Number 25024:				380.36
25025	10452 COK2208207 COK2208207 COK2208207 COK2208270 COK2208270 COK2208270	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	09/14/2022	14.00 48.00 30.00 30.00 48.00 14.00
Total for Check Number 25025:				184.00
25026	10107 2574-1032645	CONSOLIDATED ELECTRICAL DISTRI SFO- POWER PEDESTALS FOR HARVEST F	09/14/2022	127.81
Total for Check Number 25026:				127.81
25027	10108 151834	COOKS COMMUNICATIONS CORP PD REP- SPOTLIGHT REPAIR KITS	09/14/2022	124.23
Total for Check Number 25027:				124.23
25028	10577 1325	COOMBS SERVICE GROUP SWR- BIOLAC REBUILD 50% FINAL PAYMI	09/14/2022	31,825.00
Total for Check Number 25028:				31,825.00
25029	11874 45997 45997 45997 45997	CSG CONSULTANTS INC BPO- PROFESSIONAL SERVICES- BLDG IN BPO- PROFESSIONAL SERVICES- PLAN RE BPO- PROFESSIONAL SERVICES- BLDG OF BPO- PROFESSIONAL SERVICES- OT BLDC	09/14/2022	8,036.00 1,176.00 174.00 551.25
Total for Check Number 25029:				9,937.25
25030	10128 600693 606743	DEPARTMENT OF JUSTICE PD- 6 BLOOD ALCOHOL ANALYSIS PD- 3 BLOOD ALCOHOL ANALYSIS	09/14/2022	210.00 105.00
Total for Check Number 25030:				315.00
25031	10713 013170	DIAMOND LOCKSMITHS CS- NEW BOOTH KEYS (26) FOR KERCKHC	09/14/2022	168.87
Total for Check Number 25031:				168.87
25032	10524	DUNN EDWARDS	09/14/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	2036305044	CS- DINING ROOM PAINT- SR CTR		599.46
			Total for Check Number 25032:	599.46
25033	12019 XF1318	ELITE UNIFORMS PD- B. VELEZ UNIFORM	09/14/2022	173.06
			Total for Check Number 25033:	173.06
25034	11028 20235-8/23/22	FRESNO HUMANE ANIMAL SERVICES AC- 2 FLATS OF CANINE VACCINES	09/14/2022	122.00
			Total for Check Number 25034:	122.00
25035	12284 00270484 00311074	DESIREE GARCIA CTC- CTC DEPOSIT 09/03/22 CTC- CTC DEPOSIT 09/03/22	09/14/2022	400.00 171.45
			Total for Check Number 25035:	571.45
25036	11670 00306176	VICTOR GARCIA CTC- SH DEPOSIT 09/04/22	09/14/2022	100.00
			Total for Check Number 25036:	100.00
25037	10185 9402547781 9402617709 9412712078	GRAINGER CS- LED LIGHTS (2) - CTC CS- SENSOR LIGHT- ROTARY PARK CS- HID BULB (12) - COLEMAN FIELD	09/14/2022	29.27 71.89 710.48
			Total for Check Number 25037:	811.64
25038	10204 40093 40093	IDTS INC PD- AUG ENROLLMENT B. VELEZ PD- PRE-EMPLOYMENT DRUG TEST B. VE	09/14/2022	10.00 69.00
			Total for Check Number 25038:	79.00
25039	10241 2023-05	KINGS BASIN IRWM AUTHORITY WTR- 2023 MEMBER DUES	09/14/2022	3,500.00
			Total for Check Number 25039:	3,500.00
25040	10250 224568 224569 224570 224571 224572 225346	LIEBERT CASSIDY WHITMORE ADM- ADMIN- HR PERSONNEL MATTER 08 ADM- ADMIN- HR PERSONNEL MATTER 08 ADM- ADMIN- HR PERSONNEL MATTER 08 ADM- ADMIN- HR PERSONNEL MATTER 08 ADM- ADMIN- HR PERSONNEL MATTER 08 ADM- ADMIN- HR PERSONNEL MATTER 08	09/14/2022	788.00 382.50 67.00 2,074.00 11,372.50 1,362.00
			Total for Check Number 25040:	16,046.00
25041	12282 1881	MARK GARDNER AUTO GLASS PD REP- NEW WINDSHIELD #1534	09/14/2022	590.06
			Total for Check Number 25041:	590.06
25042	11965 083122 083122 083122	MISSION UNIFORM SERVICE VAR- UNIFORMS, MATS, SUPPLIES- STREE VAR- UNIFORMS, MATS, SUPPLIES- UNIFO VAR- UNIFORMS, MATS, SUPPLIES- BLDG/	09/14/2022	22.07 11.91 1,208.92

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	083122	VAR- UNIFORMS, MATS, SUPPLIES- BLDG		33.76
	083122	VAR- UNIFORMS, MATS, SUPPLIES- VEHIC		48.26
	083122	VAR- UNIFORMS, MATS, SUPPLIES- STREE		21.15
	083122	VAR- UNIFORMS, MATS, SUPPLIES- STREE		18.92
	083122	VAR- UNIFORMS, MATS, SUPPLIES- STORM		10.42
	083122	VAR- UNIFORMS, MATS, SUPPLIES- LANDS		19.19
	083122	VAR- UNIFORMS, MATS, SUPPLIES- WATEF		47.83
	083122	VAR- UNIFORMS, MATS, SUPPLIES- SEWEI		45.13
	083122	VAR- UNIFORMS, MATS, SUPPLIES- SOLID		8.57
Total for Check Number 25042:				1,496.13
25043	10282	OFFICE DEPOT	09/14/2022	
	259385833001	ADM- OFFICE SUPPLIES		19.39
	259403545001	ADM- OFFICE SUPPLIES		83.39
	262808478001	ADM- OFFICE SUPPLIES		55.00
Total for Check Number 25043:				157.78
25044	10286	O'REILLY AUTOMOTIVE INC	09/14/2022	
	024813	VE SUPP- ONLINE CREDIT		-54.06
	080422	VE REP- SUPPLIES- 2 INV <\$50		19.92
	081722	PD REP- SUPPLIES- 2 INV <\$50		52.91
	330053	VE- CLASS- ANDY HUMBERTO		94.95
	330703	VE REP- SENSOR PRESSURE SWITCH # 145		56.67
	330704	VE SUPP- BATTERY TESTER TOOL		435.89
	330854	VE REP- MANIFOLD GASKET SET #1458		51.02
	330897	VE REP- HOSES COOLANT #1458		87.87
	331069	VE REP- BATTERY #1373		294.30
	331133	VE REP- BATTERY BUCKET TRUCK		291.18
	331184	VE REP- RADIATOR #1458		190.23
	331235	VE REP- ALTERNATOR #1373		114.44
	331241	VE REP- EXCHANGE CORRECT ALTERNAT		53.90
	332625	VE REP- ABS SENSOR #1458		213.92
	332668	VE REP- WARRANTY RETURN		-224.30
	332669	VE REP- NEW RETURN		-51.02
	332672	VE SUPP- NITRILE GLOVES		67.56
	332869	VE REP- ALTERNATOR #1426		138.93
	333083	SWR- AIR TANK GUAGE		65.36
	333141	PD REP- TRANSMISSION FLUID #1488		76.26
	334523	VE REP- FRONT SHOCKS #1458		259.03
	334538	VE REP- REAR SHOCKS #1458		131.69
	DISC837507	VE SUPP- ONLINE CREDIT		-1.10
	EB10890841	VE SUPP- ONLINE CREDIT		-8.39
	SC04109225	VE SUPP- LATE CHARGE		14.18
Total for Check Number 25044:				2,371.34
25046	10289	P.G.& E.	09/14/2022	
	4647279811-8	PD- AUG PG&E		3,344.15
	4939626163-5	VE- MONTHLY SERVICE 07/19/22-08/17/22		1,691.78
	5467738309-0	WTR/SWR/SD- AUGUST		277.95
	5467738309-0	WTR/SWR/SD- AUGUST		48,801.73
	5467738309-0	WTR/SWR/SD- AUGUST		56.03
	5467738309-0	WTR/SWR/SD- AUGUST		24.64
	6039473144-6	CS- TRINIS PARK AUG 2022		81.32
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		167.59
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		167.57
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		670.35
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		167.58

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		167.58
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		670.35
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		335.18
	6825025396-7	ADM- MONTHLY UTILITIES-6825025396-7 C		335.18
	8820061503-2	CS- COLEMAN BALLFIELD - AUG		31.91
Total for Check Number 25046:				56,990.89
25047	10304	PITNEY BOWES GLOBAL FIN SERV LL	09/14/2022	
	3105652631	4TH QTR RENT POSTAGE/FOLDER MACHII		419.61
	3105652631	4TH QTR RENT POSTAGE/FOLDER MACHII		274.64
	3105652631	4TH QTR RENT POSTAGE/FOLDER MACHII		464.53
	3105652631	4TH QTR RENT POSTAGE/FOLDER MACHII		89.85
	3105652631	4TH QTR RENT POSTAGE/FOLDER MACHII		29.95
	3105652631	4TH QTR RENT POSTAGE/FOLDER MACHII		419.61
Total for Check Number 25047:				1,698.19
25048	12026	PRECISION CIVIL ENGINEERING INC	09/14/2022	
	27129	BPO- PROFESSIONAL SERVICES		8,430.00
	27130	BPO- PROFESSIONAL SERVICES		3,775.00
Total for Check Number 25048:				12,205.00
25049	10319	RENO'S HARDWARE	09/14/2022	
	ACCT 86	BLDG- SUPPLIES- 2 INV <\$50		14.28
	ACCT 86	BLDG- SUPPLIES- 1 INV <\$50		5.64
	ACCT 86	STRTS SUPPLIES- 1 INV <\$50		16.01
Total for Check Number 25049:				35.93
25050	10324	RIVERSIDE NURSERY & LANDSCAPE	09/14/2022	
	1498	PARKS- LODGE POLES & CINCH TIES		524.76
Total for Check Number 25050:				524.76
25051	11364	SAFARILAND LLC	09/14/2022	
	1010-451438	PD- 6 BULLETPROOF VESTS		4,100.00
	1010-451438	PD- 6 BULLETPROOF VESTS		643.92
Total for Check Number 25051:				4,743.92
25052	10331	SEBASTIAN	09/14/2022	
	31028	BLDG-REPLACE MOTION DETECTORS PW		401.67
	31115	CS- FIRE ALARM RECODE- SR CTR		200.00
	31116	CS- FIRE ALARM ASSESSMENT- CTC		145.00
	31120	BLDG- REPLACE ALARM BATTERY AT PW		232.69
Total for Check Number 25052:				979.36
25053	10332	SEBASTIAN	09/14/2022	
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		166.42
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		46.89
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		275.44
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		76.05
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		197.40
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		13.55
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		108.03
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		114.90
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		345.45
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		25.65
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		432.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		86.00
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		345.45
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		25.65
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		36.06
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		46.89
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		208.07
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		70.57
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		74.39
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		556.90
	10719475	VAR- MONTHLY PHONE SERVICE- 08/21/22		25.65
Total for Check Number 25053:				3,277.45
25054	11650	SITEONE LANDSCAPE SUPPLY COMP/	09/14/2022	
	122736103-001	LLD- IRRIGATION SUPPLIES		840.29
	122798941-001	PARKS- IRRIGATION SUPPLIES		989.89
Total for Check Number 25054:				1,830.18
25055	11907	SPRINGBROOK HOLDING COMPANY I	09/14/2022	
	INV-010305	FIN- MONTHLY WEB PAYMENTS AUGUST		563.00
	INV-010305	FIN- MONTHLY WEB PAYMENTS AUGUST		440.24
	INV-010305	FIN- MONTHLY WEB PAYMENTS AUGUST		155.76
Total for Check Number 25055:				1,159.00
25056	10349	STEAMRITE CARPET CLEANING	09/14/2022	
	4089	CS- CTC CARPET CLEANING 1 ROOM		960.00
Total for Check Number 25056:				960.00
25057	11460	SUPERIOR POOL PRODUCTS LLC	09/14/2022	
	Q2020096	WTR- 200 GAL BULK CHLORINE WELL 17		642.41
	Q2020097	WTR- 200 GAL BULK CHLORINE WELL 9A		642.41
	Q2020238	WTR- 110 GAL BULK CHLORINE WELL 9A		361.91
	Q2020239	WTR- 200 GAL BULK CHLORINE WELL 17		642.41
	Q2020241	WTR- 120 GAL BULK CHLORINE WELL 14		393.07
	Q2020265	SWR- DIGESTERS		79.60
Total for Check Number 25057:				2,761.81
25058	12115	TAPCO	09/14/2022	
	I735136	STRTS- BLINKERSIGN 30"- SPARE		1,239.75
Total for Check Number 25058:				1,239.75
25059	10754	THE HOME DEPOT PRO-SUPPLY WOR	09/14/2022	
	705762417	CS- JANITORIAL SUPPLIES		873.38
Total for Check Number 25059:				873.38
25060	11134	ALFONSO TINOCO	09/14/2022	
	090822	SWR- MEALS PER DIEM 09/21 22 23 24 2022		152.00
Total for Check Number 25060:				152.00
25061	12283	RAFAEL URBIETA	09/14/2022	
	00309525	CTC- SH REFUND		200.00
	00309525	CTC- ALCOHOL PERMIT REFUND		15.00
	00309525	CTC- NPC REFUND		50.00
	00309525	CTC- SH DEPOSIT REFUND		100.00
	00309525	CTC- SPC REFUND		50.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 25061:				415.00
25062	10406	WEST HILLS OIL INC	09/14/2022	
	251580	VE- DIESEL FUEL 355 GALLONS		2,225.80
	251604	VE- DIESEL FUEL 330 GALLONS		2,069.05
Total for Check Number 25062:				4,294.85
25063	10413	YAMABE & HORN ENGINEERING INC	09/14/2022	
	4760581	WELL NO 18 PRODUCTION WELL		187.50
	4760582	TRACT 6236		4,918.34
	4760583	KUSD FIRST STREET EXTENSION		2,187.50
	4760584	BWC INDUSTRIAL PROPERTY		62.50
	4760585	TRACT 6293		1,623.25
	4760586	EASTSIDE COMMUNITY PARK		2,445.00
	4760587	TRACT 6302		1,899.40
	4760588	VINELAND AVE REHAB- CALIFORNIA TO I		512.42
	4760588	VINELAND AVE REHAB- CALIFORNIA TO I		3,096.58
	4760589	SGMA IMPLEMENTATION SUPPORT		75.00
	4760590	SPR 21-02 210 MADERA GAS STATION		282.50
	4760591	KEARNEY BLVD REHAB- PARK TO DEL NC		215.35
	4760591	KEARNEY BLVD REHAB- PARK TO DEL NC		1,662.15
	4760592	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		308.49
	4760592	STANISLAUS/SAN JOAQUIN ALLEY PAVIN		2,381.01
	4760593	WELL NO 12 & 14 EMERGENCY GENERATC		2,481.50
	4760594	NORTHWEST PARK		4,243.75
	4760595	LIONS PARK RECHARGE PROJECT		2,826.98
	4760596	SPR 2021-08 PM 19-01 PARCEL B CAR WASH		62.50
	4760597	SPR 2021-09 DUTCH BROS		206.25
	4760598	UTILITY MASTER PLAN UPDATES		8,911.60
	4760599	FY 22-23 LLMD ASSESSMENTS		2,351.10
	4760600	FY 21-22 STREET REHABILITATION PROJE		2,404.75
	4760601	FY 21-22 STREET SEALING PROJECT		4,797.50
	4760602	FY 23-24 CDBG APPLICATION		2,240.00
	4760603	FY 22-23 GENERAL ENGINEERING		2,000.00
	4760604	FY 22-23 GENERAL ENGINEERING- STREE		975.00
Total for Check Number 25063:				55,357.92
25064	12267	IRENE ZAMORA	09/14/2022	
	00311062	CTC- SH DEPOSIT 09/03/22		100.00
Total for Check Number 25064:				100.00
Total for 9/14/2022:				259,503.96
25065	11007	A & E INDUSTRIAL CLEANING EQUIP	09/22/2022	
	44870	VE EQUIP- PRESSURE WASHER REPAIR		441.36
Total for Check Number 25065:				441.36
25066	11525	ADOLPHS A-1 TREE SERVICE	09/22/2022	
	1401-2022	PARKS- 2 ADDITIONAL TREES TRIMMED-		750.00
	1421-2022	PARKS- 2 ADDIT TREES TRIMMED- LIONS		750.00
Total for Check Number 25066:				1,500.00
25067	10021	ALERT O LITE	09/22/2022	
	TT029200	SFO- HF PARADE TRAFFIC CONTROL 5 SIC		1,579.84

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 25067:	1,579.84
25068	12257 091322	AMERITAS LIFE INSURANCE CORP HR- CLAIMS FUNDING ENDING 09/10/22	09/22/2022	1,522.60
			Total for Check Number 25068:	1,522.60
25069	10504	AUTOZONE	09/22/2022	
	5324064544	VE REP- CELL PHONE MAGNETIC HOLDE		17.43
	5324064588	PD REP- PD EXPLORERS AIR FILTERS		29.61
	5324065430	PD REP- PD VEHICLES CABIN AIR FILTERS		37.12
	5324068777	VE REP- STEERING WHEEL COVER		26.62
	5324087347	VE- PD EXPLORERS AIR FILTERS		60.11
			Total for Check Number 25069:	170.89
25070	11917 BA_4306_2022	BLAIS & ASSOCIATES LLC ADM- KRM GRANT RESEARCH AND SUPPL	09/22/2022	2,100.00
			Total for Check Number 25070:	2,100.00
25071	10054 222560000559	BLUE SHIELD OF CALIFORNIA HR- OCTOBER MEDICAL COVERAGE	09/22/2022	51,444.45
			Total for Check Number 25071:	51,444.45
25072	10617	C A REDING CO INC	09/22/2022	
	644613	PD- AUG BILLING LANIER/MP 4503		51.97
	644614	REC- CTC- LANIER MP C307 AUG		42.72
	645112	PD- AUG BILLING FOR COPIES LANIER/MI		66.01
			Total for Check Number 25072:	160.70
25073	12126 1274303	CENTRAL SANITARY SUPPLY CS- FLOOR CLEANER- JANITORIAL SUPPL	09/22/2022	44.53
			Total for Check Number 25073:	44.53
25074	11506 2022-005922	CENTRAL VALLEY SWEEPING LLC STRT- STREET SWEEPING AUG 2022	09/22/2022	8,500.00
			Total for Check Number 25074:	8,500.00
25075	10092 321995	CENTRAL VALLEY TOXICOLOGY INC PD- BLOOD TEST CASE 22-2720	09/22/2022	40.00
			Total for Check Number 25075:	40.00
25076	12027 7890802	CERTIFIED LABORATORIES SWR- KLAU AEROSOL SPRAY	09/22/2022	257.77
			Total for Check Number 25076:	257.77
25077	10564 22-3320	CITY OF KERMAN AAC- CANINE CASE 22-3320 DL PICK UP FI	09/22/2022	362.60
			Total for Check Number 25077:	362.60
25078	11498 154435594	COMCAST CABLE COMMUNICATIONS PD- SEPT ETHERNET SERVICES	09/22/2022	742.09

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
			Total for Check Number 25078:	742.09
25079	10115	CSJVRMA	09/22/2022	
	RMA 2023-00104	VAR- 2ND QTR LIABILITY PROGRAM		8,409.84
	RMA 2023-00104	VAR- 2ND QTR LIABILITY PROGRAM- AU1		1,462.58
	RMA 2023-00104	VAR- 2ND QTR LIABILITY PROGRAM		10,969.35
	RMA 2023-00104	VAR- 2ND QTR LIABILITY PROGRAM		32,908.04
	RMA 2023-00104	VAR- 2ND QTR LIABILITY PROGRAM- AU1		3,656.45
	RMA 2023-00104	VAR- 2ND QTR LIABILITY PROGRAM- AU1		1,462.58
	RMA 2023-00104	VAR- 2ND QTR LIABILITY PROGRAM- AU1		2,925.16
	RMA 2023-00104	VAR- 2ND QTR WORKERS COMP DEPOSIT		91,709.00
	RMA 2023-00104	VAR- 2ND QTR LIABILITY PROGRAM- AU1		1,096.94
	RMA 2023-00104	VAR- 2ND QTR LIABILITY PROGRAM- AU1		10,238.06
			Total for Check Number 25079:	164,838.00
25080	11451	CUT IT RIGHT TREE SERVICE	09/22/2022	
	100354	TREE TRMG- TRIM 54 PALM TREES AT PLA		18,900.00
	100357	TREE TRMG- TRIM VARIOUS AND REMOV		15,850.00
	100358	TREE TRMG- EMERGENCY REMOVAL OF /		1,600.00
			Total for Check Number 25080:	36,350.00
25081	10128	DEPARTMENT OF JUSTICE	09/22/2022	
	603054	PD- 2 LIVE SCANS FOR APPLICANTS		83.00
	603054	PD- AUG LIVE SCAN		15.00
			Total for Check Number 25081:	98.00
25082	10144	ELBERT DISTRIBUTING INC	09/22/2022	
	PI0048668	VE MAINT- SERVICE KITS OIL DIFF FLUID		437.21
	PI0048668	PD MAINT- SERVICE KITS OIL DIFF FLUID		437.21
			Total for Check Number 25082:	874.42
25083	10148	ENTENMANN-ROVIN CO	09/22/2022	
	0168441-IN	PD- PURCHASE OF 2 NEW POLICE OFFICE		280.68
			Total for Check Number 25083:	280.68
25084	10159	FRESNO COUNCIL OF GOVERNMENT:	09/22/2022	
	091222	ADM- MEMBER DUES 2022/2023		658.00
			Total for Check Number 25084:	658.00
25085	10162	FRESNO COUNTY TREASURER	09/22/2022	
	SO19833	PD- SEPT DISPATCHING SERVICES		21,154.88
	SO19833	PD- AUG RMS/JMS/CAD ACCESS FEES		188.04
			Total for Check Number 25085:	21,342.92
25086	10169	FRESNO PET CEMETERY	09/22/2022	
	43874	AAC- 28 ANIMAL CARCASSES DISPOSED C		255.30
			Total for Check Number 25086:	255.30
25087	11642	HUMBERTO GASTELUM	09/22/2022	
	00308639	CTC- SH DEPOSIT 09/11/22		100.00
			Total for Check Number 25087:	100.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
25088	10185 9441286524	GRAINGER CS- RIVET TOOL- KERCKHOFF PARK	09/22/2022	111.82
Total for Check Number 25088:				111.82
25089	10191 CTCS63006 CTCS63007 CVW28042 CVW28098 CVW28235	H & J CHEVROLET INC VE REP- REPLACE STARTER #1395 VE REP- REPAIR EVAP LEAK #1395 VE REP- WEATHERSTRIP #1458 VE REP- DOOR PANEL #1487 VE REP- RIGHT DOOR PIN KIT #1446	09/22/2022	996.36 298.35 175.75 533.98 118.96
Total for Check Number 25089:				2,123.40
25090	10222 688904	JERRY'S AUTOMOTIVE VE REP- PROGRAM ABS MODULE & PCM #	09/22/2022	490.00
Total for Check Number 25090:				490.00
25091	11923 160159	JOE A GONSALVES & SON ADM- PROFESSIONAL LEGISLATIVE REPR	09/22/2022	1,000.00
Total for Check Number 25091:				1,000.00
25092	12112 090922 091222	LG ELECTRIC BLDG- INSTALLED CIRCUIT AT SHOP BLDG- MODIFIED ELEC PANEL AT SHOP	09/22/2022	980.00 920.00
Total for Check Number 25092:				1,900.00
25093	10252 1315792 1315821	LITHIA FORD OF FRESNO PD REP- WINDSHIELD SIDE MOULDINGS # PD REP- AC BLOCK VALVE #19-01	09/22/2022	352.35 66.67
Total for Check Number 25093:				419.02
25094	12286 091922	PATRICIA LOZANO PD- REIMB FOR HARVEST FESTIVAL SUPP	09/22/2022	168.64
Total for Check Number 25094:				168.64
25095	10789 091722	SANDRA MENDOZA PD- MILEAGE TO AND FROM TRAINING W	09/22/2022	306.54
Total for Check Number 25095:				306.54
25096	12289 00312875	MAUREEN MEZA CTC- SH DEPOSIT REFUND	09/22/2022	100.00
Total for Check Number 25096:				100.00
25097	11442 KERMEN SB2-23	MINTIER HARNISH LP BPO- CONTRACT PLANNING SERVICES- A	09/22/2022	2,329.50
Total for Check Number 25097:				2,329.50
25098	11961 3841 3841 3842 3842	MOUNTAIN VALLEY ENVIRONMENTA WTR- CHARGES ABOVE SCOPE OF SERVIC SWR- CHARGES ABOVE SCOPE OF SERVIC SWR- PROFESSIONAL SERV- MVES SEPT 2 WTR- PROFESSIONAL SERV- MVES SEPT 2	09/22/2022	2,925.00 2,925.00 3,450.00 3,450.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
Total for Check Number 25098:				12,750.00
25099	12287 20820	MY BARK CO INC CS- ENGINEERED WOOD FIBER- KATEYS I	09/22/2022	5,569.05
Total for Check Number 25099:				5,569.05
25100	10282 266540150001 266725709001	OFFICE DEPOT PD- OFFICE SUPPLIES- BUSINESS CARD H PD- OFFICE SUPPLIES- LEXAR FLASH DRI	09/22/2022	217.83 29.41
Total for Check Number 25100:				247.24
25101	10288 66354	OVERHEAD DOOR COMPANY/FRESNO CS- BOOTH #2 & #13- KERCKHOFF PARK	09/22/2022	381.00
Total for Check Number 25101:				381.00
25102	10289 4055166878-9 5340322355-4 6206788690-3 6206788690-3 6206788690-3 7660122617-8	P.G.& E. LLD- MONTHLY SERVICE 07/28/22-08/28/22 WTR- DOUBLE L CHLORINATOR POWER CS- CS ELECTRICITY & GAS AUG 2022 CS- CS ELECTRICITY & GAS AUG 2022 CS- CS ELECTRICITY & GAS AUG 2022- CO AC- AUG PG&E	09/22/2022	2,267.17 16.70 1,381.27 5,006.85 1,797.33 1,271.35
Total for Check Number 25102:				11,740.67
25103	10316 129916 130452 130454	R G EQUIPMENT OF FRESNO INC VE EQUIP- BLADES & POWER TRIM FILTE VE EQUIP- IGN SWITCH TORO MOWER SM EQ REPL- CHAINSAW FOR PARKS	09/22/2022	269.81 30.09 303.37
Total for Check Number 25103:				603.27
25104	10324 1504	RIVERSIDE NURSERY & LANDSCAPE PARKS- 4 TREES AT KERCKHOFF PARK	09/22/2022	342.82
Total for Check Number 25104:				342.82
25105	12067 00310227	DEANA SANCHEZ CTC- SH DEPOSIT 09/10/22	09/22/2022	100.00
Total for Check Number 25105:				100.00
25106	10335 49883 49884 49885 49898	SILVA AUTO GROUP INC PD REP- AC RELAYS - STOCK PD REP- COOLING SENSOR #1490 PD REP- AC VALVE PD REP- WINDSHIELD MOULDINGS #1490	09/22/2022	94.18 23.54 58.39 496.00
Total for Check Number 25106:				672.11
25107	10337 ACCT 3115 ACCT 3115 ACCT 3115 ACCT 3115 ACCT 3115 ACCT 3115 ACCT 3115	SLUMBERGER LUMBER VE EQUIP- SUPPLIES- 1 INV <\$50 STRTS- SUPPLIES- 1 INV \$50 SDWLK REP- CONCRETE FOR CALIF & SIS SDWLK REP- SUPPLIES- 1 INV \$50 VE REP- CHLORINE TABS FOR WATER TRU LLD- STAKES SHOVEL LOPPER BLDG- CONCRETE FOR SLAB AT PD	09/22/2022	7.61 26.12 211.41 43.42 53.32 72.99 211.41

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	ACCT 3115	VE EQUIP- TUBING ROD CASTER TIRE		89.30
	ACCT 3115	VE SUPP- SUPPLIES- 2 INV <\$50		38.73
	ACCT 3115	LLD- SUPPLIES- 1 INV <\$50		11.28
	ACCT 3116	CS- BLDG-MAINT/REPAIR SUPPLIES		420.65
	ACCT 3116	CS- PARK-MAINT/REPAIR SUPPLIES		89.59
Total for Check Number 25107:				1,275.83
25108	10354 2022374	T & T PAVEMENT MARKINGS BLDG- NO TRESPASS & AUTH VEH ONLY S	09/22/2022	554.17
Total for Check Number 25108:				554.17
25109	10360 2002928 2002928 2002929 2002929 2002930 2002930	TERRY JOHNSON TRUCKING WTR- 12.67 TONS OF FILL SAND PRKS- 12.80 COLD MIX STRTS- 6.40 COLD MIX WTR- 6.40 COLD MIX STRTS- 6.40 COLD MIX WTR- 6.40 COLD MIX	09/22/2022	326.93 326.92 394.06 394.05 394.05 394.06
Total for Check Number 25109:				2,230.07
25110	10381 0908-22-6	UNITED HEALTH CENTERS PD- PRE-EMPLOYMENT PHYSICAL B. VEL	09/22/2022	150.00
Total for Check Number 25110:				150.00
25111	10168 364342 364342 364342	UNITY IT TECH- MONTHLY TECH SUPPORT- AUGUS TECH- MONTHLY SCADA SUPPORT AUGUS TECH- MONTHLY SCADA SUPPORT AUGUS	09/22/2022	3,493.79 42.50 42.50
Total for Check Number 25111:				3,578.79
25112	10387 060277	USA BLUE BOOK SWR- HATCH AMMONIA TEST KIT	09/22/2022	195.86
Total for Check Number 25112:				195.86
25113	12178 115634	VALLEY ANIMAL CENTER SPAY & NE AC- CANINE NEUTERED RABIE VACCINE (	09/22/2022	77.60
Total for Check Number 25113:				77.60
25114	10391 080122 080122 080122 081522 082222 149315 149316 149352 149738 149752 149778 149849 149873 170020 170020 170029	VALLEY FARM SUPPLY STORES WTR- SUPPLIES- INV <\$50 STRTS- SUPPLIES- 5 INV <\$50 SWR- SUPPLIES- 5 INV <\$50 VE EQUIP- SUPPLIES- 6 INV <\$50 VE REP- SUPPLIES- 2 INV <\$50 VE EQUIP- FAN HOUSIN RIGHT LEFT HARI VE EQUIP- BLOWER SERVICE KIT ULTRA S SWR- RESPIRATOR GLOVES PARKS- GATOR LINE GLOVES PARKS- CHAIN, CHAIN LOOP PARKS- STIHL CHAIN SWR- GASKET MAKER RED THREADLOCK SFO- SUPPLIES- 1 INV <\$50 SWR- SUPPLIES FOR RANDY WTR- SUPPLIES FOR RANDY SDWLK REP- SUPPLIES -STRTS<\$50	09/22/2022	87.98 156.55 269.70 110.45 29.39 179.12 103.26 82.25 242.99 61.88 55.34 148.39 26.12 345.65 345.66 75.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	170089	PARKS- STIHL BLOWER		305.12
	170169	MEDIANS- SUPPLIES		20.00
	170175	WTR- RESPIRATOR		54.47
	170227	SDWLK REP- CONCRETE BENCH IN FRON		27.61
	170255	PARKS- ECHO SPEED FEED HEAD		146.43
	170280	VE SUPP- GLOVES		52.29
	170350	SWR- TRIMMER SAFETY VEST		83.05
	170389	SWR- FLEX SEAL LIQUID FLAT STAIN BRU		50.05
	170475	VE EQUIP- CAULK CAULKGUN SPRAY PAI		87.06
	170485	LLD- ADAPTER TORCH TRIGGER		44.43
	170627	VE EQUIP- ULTRA SUN OIL MIX		128.11
	170739	SWR- GLOVES GALV NIPPLE GALV COUPL		72.87
	170760	VE EQUIP- AIR FILTER		91.49
	170761	BLDG- SOAP\		2.82
	170827	STRTS- PRUNNING SHEERS		106.78
	170868	PD REP- DOOR PANEL REP #1486		58.78
	170890	VE EQUIP- DRILLING HAMMER RUBBER M		52.29
	170891	BLDG- MOUSE TRAP GLUE PADS		10.88
Total for Check Number 25114:				3,714.61
25115	12290 336000033886	VERIZON VE- VEHICLE TRACKING SUBSCRIPTION C	09/22/2022	1,193.85
Total for Check Number 25115:				1,193.85
25116	10401 1-78824	WALLY'S TIRE AND WHEEL VE EQUIP- 4 TIRES FOR GOLF CART	09/22/2022	309.11
Total for Check Number 25116:				309.11
25117	10406 74830 74830	WEST HILLS OIL INC VE- FUEL AUG 16-31 1227.636 GALLONS VE- ACT PROGRAM- PD 1396.711 GALLONS	09/22/2022	6,940.90 536.37
Total for Check Number 25117:				7,477.27
25118	12288 00260954	ROSALVA ZAMUDIO CABEZAS CTC- CTC DEPOSIT 09/10/22	09/22/2022	400.00
Total for Check Number 25118:				400.00
25119	BP-CENT1 063022 063022 063022 063022 063022 063022 063022 063022 063022 063022 063022 063022 063022 063022	CENTURY COMMUNITIES C & D REFUND 163 KAREN FINALED 06-27 C & D REFUND 173 KAREN FINALED 06-24 C & D REFUND 14368 EL MAR FINALED 06- C & D REFUND 14267 SAN JOAQUIN FINAL C & D REFUND 14343 SAN JOAQUIN FINAL C & D REFUND 14345 SAN JOAQUIN FINAL C & D REFUND 193 KAREN FINALED 06-20 C & D REFUND 194 KAREN FINALED 06-10 C & D REFUND 236 BURGUNDY FINALED C C & D REFUND 246 BURGUNDY FINALED C C & D REFUND 14277 SAN JOAQUIN FINAL C & D REFUND 201 KAREN FINALED 06-27 C & D REFUND 183 KAREN FINALED 06-20 C & D REFUND 184 KAREN FINALED 06-30	09/22/2022	849.25 695.75 551.50 788.75 870.25 929.50 695.75 659.50 641.25 689.75 929.50 870.25 545.75 788.75
Total for Check Number 25119:				10,505.50
25120	12213	PATRICK CLARK	09/22/2022	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	
	063022	FIN- REFUND OVERPAYMENT OF VOLUNT		139.30
			Total for Check Number 25120:	139.30
25121	11874 44660	CSG CONSULTANTS INC ADM- JUNE CODE ENFORCEMENT	09/22/2022	7,325.50
			Total for Check Number 25121:	7,325.50
25122	12068 52773642	DXP ENTERPRISES INC SWR- U JOINT SLEEVE BANDS- PARTS FOF	09/22/2022	448.13
			Total for Check Number 25122:	448.13
25123	12270 063022	GLORIA GUTIERREZ FIN- REFUND OVERPAYMENT OF VOLUNT	09/22/2022	16.08
			Total for Check Number 25123:	16.08
25124	12026 26707 26708	PRECISION CIVIL ENGINEERING INC BPO- PROFESSIONAL SERVICES 21-009 2 C BPO- PROFESSIONAL SERVICES 21-009 CIT	09/22/2022	797.50 755.00
			Total for Check Number 25124:	1,552.50
25125	11714 22-05	ROD CARSEY BPO- CORRECTION TO PERMIT 22-COM 00	09/22/2022	10.19
			Total for Check Number 25125:	10.19
			Total for 9/22/2022:	376,173.59
			Report Total (145 checks):	692,098.95



STAFF REPORT

MEETING DATE: September 28, 2022

PRESENTER: John Jansons, City Manager

SUBJECT: Resolution Approving Ratification of Memorandum of Agreement with Mariposa County for Reimbursement of Mutual Aid Expenses for the Oak Fire (JAJ)

RECOMMENDATION: Council by motion adopt resolution ratifying the Memorandum of Agreement with Mariposa County for reimbursement of Mutual Aid expenses for the Oak Fire.

EXECUTIVE SUMMARY:

On July 22, 2022, an extreme wildfire swept through the Mariposa county region known as the OAK FIRE. In the event of such local emergencies, mutual aid is activated to gain the support of allied agencies.

The Law Enforcement Mutual Aid Plan was issued supporting the California Emergency Plan, and the Master Mutual Aid Agreement. On July 23, 2022, the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Assistance Grant Program (FM-5445-CA); and

On July 22, 2022, the Mariposa County Sheriff's Office requested the mutual aid assistance of the Kerman Police Department, pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the OAK FIRE.

The Kerman Police Department provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from (July 22, 2022 to August 1, 2022) to assist with law enforcement services in connection with the OAK FIRE.

Approval of the attached resolution will ratify the Memorandum of Agreement will permit the City of Kerman to be reimbursed for costs incurred in providing mutual aid. Since time was of the essence to return a fully executed agreement to receive funding reimbursement by September 21, 2022, it is now recommended that the City Council approve resolution ratifying the Memorandum of Agreement providing reimbursement of costs to provide mutual aid to Mariposa County for the Oak Fire.

FISCAL IMPACT:

Ratification of the Memorandum of Agreement will result in full cost recovery for Oak Fire mutual aid by the City of Kerman.

Attachments:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION 22- ____**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN RATIFYING EXECUTION OF
MEMORANDUM OF AGREEMENT BETWEEN MARIPOSA COUNTY SHERIFF'S OFFICE AND THE CITY OF
KERMAN POLICE DEPARTMENT PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT
MUTUAL AID PLAN**

WHEREAS, on July 22, 2022, an extreme wildfire, fueled by heavy brush and low humidity, swept through the region commonly known as the OAK FIRE; and

WHEREAS, on July 23, 2022, the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Assistance Grant Program (FM-5445-CA); and

WHEREAS, the Law Enforcement Mutual Aid Plan delineates the current state policy concerning law enforcement mutual aid; and

WHEREAS, the Law Enforcement Mutual Aid Plan provides a request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction; and

WHEREAS, the Mariposa County Sheriff's Office requested the mutual aid assistance of the Kerman Police Department to support law enforcement services in connection with the OAK FIRE; and

WHEREAS, the Kerman Police Department provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from (July 22, 2022 to August 1, 2022) to assist with law enforcement services in connection with the OAK FIRE; and

WHEREAS, the Kerman Police Department agrees to document all of its mutual aid assistance costs related to the OAK FIRE as attachments to this MOA and submit to the Mariposa County Sheriff's Office as soon as practicable.

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

1. The foregoing recitals are true and correct.
2. The City Council approves the ratification of the Memorandum of Agreement (MOA) by and between the City of Kerman and Mariposa County for reimbursement of expenses related to Mutual Aid and authorizes City Manager to execute the MOA (Exhibit "A") Agreement.
3. This resolution shall be effective immediately.

The foregoing resolution was considered by the City Council of the City of Kerman at a regular meeting of said Council held on September 28, 2022, and adopted by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Gary Yep
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

MEMORANDUM OF AGREEMENT BETWEEN MARIPOSA COUNTY SHERIFF'S OFFICE AND THE KERMAN POLICE DEPARTMENT PERTAINING TO ASSISTANCE UNDER THE LAW ENFORCEMENT MUTUAL AID PLAN

WHEREAS, on July 22, 2022, an extreme wildfire, fueled by heavy brush and low humidity, swept through the region; and

WHEREAS, this fire consisted of the OAK FIRE; and

WHEREAS, on July 23, 2022, the Federal Emergency Management Agency (FEMA) approved emergency assistance through the Fire Management Assistance Grant Program (FM-5445-CA); and

WHEREAS, the Law Enforcement Mutual Aid Plan is issued and revised under the authority of Sections 8550, 8569, 8615 through 8619, and 8668 of the California Government Code, the California Emergency Plan, and the Master Mutual Aid Agreement; and

WHEREAS, the Law Enforcement Mutual Aid Plan delineates the current state policy concerning law enforcement mutual aid; and

WHEREAS, the Law Enforcement Mutual Aid Plan describes the standard procedures used to acquire law enforcement mutual aid resources and the method to ensure coordination of law enforcement mutual aid planning and readiness; and

WHEREAS, the county sheriff is the Operational Area Law Enforcement and Mutual Aid Coordinator; and

WHEREAS, Law Enforcement Mutual Aid Plan provides, in pertinent part, "When an emergency develops or appears to be developing which cannot be resolved by a law enforcement agency within an Operational Area, it is the responsibility of the Operational Area Mutual Aid Coordinator to provide assistance and coordination to control the problem;" and

WHEREAS, the Law Enforcement Mutual Aid Plan provides, in pertinent part, "A request for law enforcement mutual aid requires the approval of the chief law enforcement officer of the requesting jurisdiction;" and

WHEREAS, the Mariposa County Sheriff's Office requested the mutual aid assistance of the Kerman Police Department, pursuant to the Law Enforcement Mutual Aid Plan to support law enforcement services in connection with the OAK FIRE; and

WHEREAS, the Kerman Police Department provided mutual aid assistance consisting of law enforcement personnel, equipment, and materials from (July 22, 2022 to August 1, 2022) to assist with law enforcement services in connection with the OAK FIRE; and

WHEREAS, the Kerman Police Department agrees to document all of its mutual aid assistance costs related to the OAK FIRE as attachments to this MOA and submit to the Mariposa County Sheriff's Office as soon as practicable; and

NOW, THEREFORE, IT IS HEREBY AGREED by and between the Mariposa County Sheriff’s Office and the Kerman Police Department that the Mariposa County Sheriff’s Office may reimburse all reasonable costs associated with the Kerman Police Department law enforcement mutual aid assistance during the OAK FIRE.

Mariposa County Sheriff’s Office

By: _____

Name: Jeremy Brieze

Title: Sheriff

Date: _____

City of Kerman

By: _____

Name: John Jansons

Title: City Manager

Date: _____



STAFF REPORT

MEETING DATE: September 28, 2022

PRESENTER: Marci Reyes, City Clerk

SUBJECT: Adopting Amendments to the Conflict of Interest Code

RECOMMENDATION: Council by motion amend the Conflict of Interest Code and accept the 2022 Local Agency Biennial Notice.

EXECUTIVE SUMMARY:

The Political Reform Act requires local agencies to conduct a review of the code every two years. The City has conducted a biennial review of its Conflict of Interest Code and does see a need for an amendment. A 2022 Local Agency Biennial Notice must be submitted to the City Council as the code reviewing body.

The City of Kerman adopted Conflict of Interest Codes in compliance with the Political Reform Act. Pursuant Government Code Section 87300. The City Council is required every even numbered year to review its Biennial Conflict of Interest Code list of designated positions for changes.

The current code is more than five years old, and staff is recommending it be updated. Changes to the code are highlighted in the attached exhibit.

FISCAL IMPACT:

None

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 22-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ADOPTING AMENDMENTS TO THE CONFLICT OF INTEREST CODE

WHEREAS, the Political Reform Act (Government Code Section 81000 et seq.) requires local government agencies to adopt and promulgate conflict of interest codes, and to conduct a biennial review and revise them if necessary; and

WHEREAS, the Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code of Regs. 18730) which contains the terms of a standard conflict of interest code which may be incorporated by reference in an agency's code, and which may be amended by the FPPC to conform to amendments in the Political Reform Act, following public notice and hearings; and

WHEREAS, the terms of 2 Cal. Code of Regs. 18730 and any amendment to it duly adopted by the FPPC have previously been incorporated by reference in Resolution 76-64, which, together with the list of designated positions and disclosure categories adopted from time to time by the City Council constitutes the Conflict of Interest Code for the City of Kerman; and

WHEREAS, the City has conducted its biennial review of the current Conflict of Interest Code which the City last reviewed in 2016 pursuant to Government Code Section 87300; and

WHEREAS, the City has determined amendments to the Code are necessary in accordance with the applicable laws, regulations, and guidelines.

NOW, THEREFORE, BE IT RESOLVED THAT, having undertaken its biennial review of the City's Conflict of Interest Code, the City Council hereby confirms that an amendment to the Code (Exhibit 'A') is required at this time and accepts the updated 2022 Local Agency Biennial Notice.

The foregoing resolution was approved and adopted by the City Council of the City of Kerman at a regular meeting held on the 28th day of September, 2022, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

Gary Yep
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

CONFLICT OF INTEREST CODE OF THE CITY OF KERMAN

A. Purpose and Intent.

The City Council hereby intends to implement Government Code Section 87300 through 87313 pertaining to conflict of interest codes for local agencies.

B. Conflict of Interest Code.

The Political Reform Act (Government Code Sections 81000, *et seq.*) requires state and local government agencies to adopt and promulgate conflict-of-interest codes. The Fair Political Practices Commission (FPPC) has adopted a regulation (2 Cal. Code of Regs. Section 18730) that contains the terms of a standard conflict-of-interest code that may be incorporated by reference in an agency’s code. After public notice and hearing, the standard code may be amended by the FPPC to conform to amendments in the Political Reform Act.

This is the Conflict of Interest Code of the City of Kerman. It consists of Sections A through G and in particular the terms of 2 California Code of Regulations Section 18730 and any amendments thereto duly adopted by the FPPC.

C. Public Officials Designated by Statute

The positions listed below are public officials designated by statute and are required to file with the FPPC a Statement of Economic Interests Form 700 pursuant to Government Code Section 87200.

- Mayor
- City Council Members
- City Attorney
- City Treasurer/Finance Director
- Planning Commissioners

A copy of the Form 700 will be retained by the City. Notwithstanding this, for convenience the City of Kerman is also listing these officials in the Designated Positions described in Section 3 below and in Appendix A.

D. Designated Positions and Disclosure Categories

Persons holding positions listed as designated position under this section D shall file with the City Clerk a Statement of Economic Interests Form 700 upon assuming office, annually thereafter, and upon leaving office. Form 700s are public records and are available for public inspection and reproduction from the City Clerk. (Gov. Code Section 81008) The City Clerk is the Filing Officer.

The designated positions are set forth in **Appendix A** which is incorporated by reference to this Conflict of Interest Code. The Disclosure Categories are set forth in Appendix B which is incorporated by reference to this Conflict of Interest Code.

E. Prior Conflicts of Interest Codes Superseded.

The provisions of all Conflict of Interest Codes and amendments thereto previously adopted by the City are hereby superseded and have no further force and effect.

F. Effective Date.

This Conflict of Interest Code is deemed effective on September 28, 2022.

G. Appendices.

The following Appendices are incorporated herein by reference and deemed a part of this Conflict of Interest Code:

1. Appendix A: Designated Positions
2. Appendix B: Disclosure Categories
3. Appendix C: 2 California Code of Regulations Section 18730

It must be noted that Appendix C is the current version of regulation Section 18730 as described in Section B above. As stated, the FPPC may from time to time amend Section 18730 and for that reason, the FPPC website should be reviewed by persons in designated positions.

APPENDIX A TO CONFLICT OF INTEREST CODE DESIGNATED POSITIONS

<u>Designated Positions</u>	<u>Disclosure Categories</u>
• Mayor	1,2,3,4,5,6
• City Council Members	1,2,3,4,5,6
• Planning Commissioners	1,2,3,4,5,6
• City Manager	1,2,3,4,5,6
• Finance Director/City Treasurer	1,2,3,4,5,6
• City Clerk	1,2,3,4,5,6
• City Attorney	1,2,3,4,5,6
• Public Works Director	1,2,3,4,5,6
• Chief of Police	1,2,3,4,5,6
• Community Services Director	1,2,3,4,5,6
• Community Development Director	1,2,3,4,5,6
• (Contract) City Engineer	1,2,3,4,5,6
• Consultants	*

* Consultants shall be included in the list of designated positions and shall disclose pursuant to the disclosure requirements in this code subject to the following limitation:

The City Manager may determine in writing that a particular consultant, although a “designated position,” is hired to perform a range of duties that is limited in scope and thus is not required to comply fully with the disclosure requirements in this section. Such written determination shall include a description of the consultant’s duties and, based upon that description, a statement of the extent of disclosure requirements. The City Manager’s determination is a public record and shall be retained for public inspection in the same manner and location as this conflict-of-interest code. (Gov. Code Sec. 81008.)

APPENDIX B TO CONFLICT OF INTEREST CODE DISCLOSURE CATEGORIES

Individuals holding designated positions must report their interests according to their assigned disclosure category (ies).

Disclosure Category 1

Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency; and investments and business positions in business entities, and income, including loans, gifts, and travel payments, from all sources.

Disclosure Category 2

Interests in real property located within the jurisdiction or within two miles of the boundaries of the jurisdiction or within two miles of any land owned or used by the agency.

Disclosure Category 3

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the agency.

Disclosure Category 4

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that provide services, supplies, materials, machinery, or equipment of the type utilized by the designated position's division or department.

Disclosure Category 5

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources, that filed a claim against the agency during the previous two years, or have a claim pending.

Disclosure Category 6

Investments and business positions in business entities, and income, including loans, gifts, and travel payments, from sources of the type to request an entitlement to use agency property or facilities, including, but not limited to:

- a license
- a permit

(Regulations of the Fair Political Practices Commission, Title 2, Division 6, California Code of Regulations)

§ 18730. Provisions of Conflict of Interest Codes.

(a) Incorporation by reference of the terms of this regulation along with the designation of employees and the formulation of disclosure categories in the Appendix referred to below constitute the adoption and promulgation of a conflict of interest code within the meaning of Section 87300 or the amendment of a conflict of interest code within the meaning of Section 87306 if the terms of this regulation are substituted for terms of a conflict of interest code already in effect. A code so amended or adopted and promulgated requires the reporting of reportable items in a manner substantially equivalent to the requirements of article 2 of chapter 7 of the Political Reform Act, Sections 81000, et seq. The requirements of a conflict of interest code are in addition to other requirements of the Political Reform Act, such as the general prohibition against conflicts of interest contained in Section 87100, and to other state or local laws pertaining to conflicts of interest.

(b) The terms of a conflict of interest code amended or adopted and promulgated pursuant to this regulation are as follows:

(1) Section 1. Definitions.

The definitions contained in the Political Reform Act of 1974, regulations of the Fair Political Practices Commission (Regulations 18110, et seq.), and any amendments to the Act or regulations, are incorporated by reference into this conflict of interest code.

(2) Section 2. Designated Employees.

The persons holding positions listed in the Appendix are designated employees. It has been determined that these persons make or participate in the making of decisions which may foreseeably have a material effect on economic interests.

(3) Section 3. Disclosure Categories.

This code does not establish any disclosure obligation for those designated employees who are also specified in Section 87200 if they are designated in this code in that same capacity or if the geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction in which those persons must report their economic interests pursuant to article 2 of chapter 7 of the Political Reform Act, Sections 87200, et seq.

In addition, this code does not establish any disclosure obligation for any designated employees who are designated in a conflict of interest code for another agency, if all of the following apply:

(A) The geographical jurisdiction of this agency is the same as or is wholly included within the jurisdiction of the other agency;

(B) The disclosure assigned in the code of the other agency is the same as that required under article 2 of chapter 7 of the Political Reform Act, Section 87200; and

(C) The filing officer is the same for both agencies.¹

Such persons are covered by this code for disqualification purposes only. With respect to all other designated employees, the disclosure categories set forth in the Appendix specify which kinds of economic interests are reportable. Such a designated employee shall disclose in the employee's statement of economic interests those economic interests the employee has which are of the kind described in the disclosure categories to which the employee is assigned in the Appendix. It has been determined that the economic interests set forth in a designated employee's

disclosure categories are the kinds of economic interests which the employee foreseeably can affect materially through the conduct of the employee's office.

(4) Section 4. Statements of Economic Interests: Place of Filing.

The code reviewing body shall instruct all designated employees within its code to file statements of economic interests with the agency or with the code reviewing body, as provided by the code reviewing body in the agency's conflict of interest code.²

(5) Section 5. Statements of Economic Interests: Time of Filing.

(A) Initial Statements. All designated employees employed by the agency on the effective date of this code, as originally adopted, promulgated and approved by the code reviewing body, shall file statements within 30 days after the effective date of this code. Thereafter, each person already in a position when it is designated by an amendment to this code shall file an initial statement within 30 days after the effective date of the amendment.

(B) Assuming Office Statements. All persons assuming designated positions after the effective date of this code shall file statements within 30 days after assuming the designated positions, or if subject to State Senate confirmation, 30 days after being nominated or appointed.

(C) Annual Statements. All designated employees shall file statements no later than April 1. If a person reports for military service as defined in the Servicemember's Civil Relief Act, the deadline for the annual statement of economic interests is 30 days following the person's return to office, provided the person, or someone authorized to represent the person's interests, notifies the filing officer in writing prior to the applicable filing deadline that the person is subject to that federal statute and is unable to meet the applicable deadline, and provides the filing officer verification of the person's military status.

(D) Leaving Office Statements. All persons who leave designated positions shall file statements within 30 days after leaving office.

(5.5) Section 5.5. Statements for Persons Who Resign Prior to Assuming Office.

Any person who resigns within 12 months of initial appointment, or within 30 days of the date of notice provided by the filing officer to file an assuming office statement, is not deemed to have assumed office or left office, provided the person did not make or participate in the making of, or use the person's position to influence any decision and did not receive or become entitled to receive any form of payment as a result of the person's appointment. Such persons shall not file either an assuming or leaving office statement.

(A) Any person who resigns a position within 30 days of the date of a notice from the filing officer shall do both of the following:

(1) File a written resignation with the appointing power; and

(2) File a written statement with the filing officer declaring under penalty of perjury that during the period between appointment and resignation the person did not make, participate in the making, or use the position to influence any decision of the agency or receive, or become entitled to receive, any form of payment by virtue of being appointed to the position.

(6) Section 6. Contents of and Period Covered by Statements of Economic Interests.

(A) Contents of Initial Statements.

Initial statements shall disclose any reportable investments, interests in real property and business positions held on the effective date of the code and income received during the 12 months prior to the effective date of the code.

(B) Contents of Assuming Office Statements.

Assuming office statements shall disclose any reportable investments, interests in real property and business positions held on the date of assuming office or, if subject to State Senate confirmation or appointment, on the date of nomination, and income received during the 12 months prior to the date of assuming office or the date of being appointed or nominated, respectively.

(C) Contents of Annual Statements. Annual statements shall disclose any reportable investments, interests in real property, income and business positions held or received during the previous calendar year provided, however, that the period covered by an employee's first annual statement shall begin on the effective date of the code or the date of assuming office whichever is later, or for a board or commission member subject to Section 87302.6, the day after the closing date of the most recent statement filed by the member pursuant to Regulation 18754.

(D) Contents of Leaving Office Statements.

Leaving office statements shall disclose reportable investments, interests in real property, income and business positions held or received during the period between the closing date of the last statement filed and the date of leaving office.

(7) Section 7. Manner of Reporting.

Statements of economic interests shall be made on forms prescribed by the Fair Political Practices Commission and supplied by the agency, and shall contain the following information:

(A) Investment and Real Property Disclosure.

When an investment or an interest in real property³ is required to be reported,⁴ the statement shall contain the following:

1. A statement of the nature of the investment or interest;

2. The name of the business entity in which each investment is held, and a general description of the business activity in which the business entity is engaged;

3. The address or other precise location of the real property;

4. A statement whether the fair market value of the investment or interest in real property equals or exceeds \$2,000, exceeds \$10,000, exceeds \$100,000, or exceeds \$1,000,000.

(B) Personal Income Disclosure. When personal income is required to be reported,⁵ the statement shall contain:

1. The name and address of each source of income aggregating \$500 or more in value, or \$50 or more in value if the income was a gift, and a general description of the business activity, if any, of each source;

2. A statement whether the aggregate value of income from each source, or in the case of a loan, the highest amount owed to each source, was \$1,000 or less, greater than \$1,000, greater than \$10,000, or greater than \$100,000;

3. A description of the consideration, if any, for which the income was received;

4. In the case of a gift, the name, address and business activity of the donor and any intermediary through which the gift was made; a description of the gift; the amount or value of the gift; and the date on which the gift was received;

5. In the case of a loan, the annual interest rate and the security, if any, given for the loan and the term of the loan.

(C) Business Entity Income Disclosure. When income of a business entity, including income of a sole proprietorship, is required to be reported,⁶ the statement shall contain:

1. The name, address, and a general description of the business activity of the business entity;

2. The name of every person from whom the business entity received payments if the filer's pro rata share of gross receipts from such person was equal to or greater than \$10,000.

(D) Business Position Disclosure. When business positions are required to be reported, a designated employee shall list the name and address of each business entity in which the employee is a director, officer, partner, trustee, employee, or in which the employee holds any position of management, a description of the business activity in which the business entity is engaged, and the designated employee's position with the business entity.

(E) Acquisition or Disposal During Reporting Period. In the case of an annual or leaving office statement, if an investment or an interest in real property was partially or wholly acquired or disposed of during the period covered by the statement, the statement shall contain the date of acquisition or disposal.

(8) Section 8. Prohibition on Receipt of Honoraria.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept any honorarium from any source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (a), (b), and (c) of Section 89501 shall apply to the prohibitions in this section.

(D) This section shall not limit or prohibit payments, advances, or reimbursements for travel and related lodging and subsistence authorized by Section 89506.

(8.1) Section 8.1. Prohibition on Receipt of Gifts in Excess of \$520.

(A) No member of a state board or commission, and no designated employee of a state or local government agency, shall accept gifts with a total value of more than \$520 in a calendar year from any single source, if the member or employee would be required to report the receipt of income or gifts from that source on the member's or employee's statement of economic interests.

(B) This section shall not apply to any part-time member of the governing board of any public institution of higher education, unless the member is also an elected official.

(C) Subdivisions (e), (f), and (g) of Section 89503 shall apply to the prohibitions in this section.

(8.2) Section 8.2. Loans to Public Officials.

(A) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the elected officer holds office or over which the elected officer's agency has direction and control.

(B) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while he or she holds office, receive a personal loan from any officer, employee, member, or consultant of the state or local government agency in which the public official holds office or over which the public official's agency has direction and control. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(C) No elected officer of a state or local government agency shall, from the date of the election to office through the date that the officer vacates office, receive a personal loan from

any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control.

This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status.

(D) No public official who is exempt from the state civil service system pursuant to subdivisions (c), (d), (e), (f), and (g) of Section 4 of Article VII of the Constitution shall, while the official holds office, receive a personal loan from any person who has a contract with the state or local government agency to which that elected officer has been elected or over which that elected officer's agency has direction and control. This subdivision shall not apply to loans made by banks or other financial institutions or to any indebtedness created as part of a retail installment or credit card transaction, if the loan is made or the indebtedness created in the lender's regular course of business on terms available to members of the public without regard to the elected officer's official status. This subdivision shall not apply to loans made to a public official whose duties are solely secretarial, clerical, or manual.

(E) This section shall not apply to the following:

1. Loans made to the campaign committee of an elected officer or candidate for elective office.

2. Loans made by a public official's spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such persons, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans from a person which, in the aggregate, do not exceed \$500 at any given time.

4. Loans made, or offered in writing, before January 1, 1998.

(8.3) Section 8.3. Loan Terms.

(A) Except as set forth in subdivision (B), no elected officer of a state or local government agency shall, from the date of the officer's election to office through the date the officer vacates office, receive a personal loan of \$500 or more, except when the loan is in writing and clearly states the terms of the loan, including the parties to the loan agreement, date of the loan, amount of the loan, term of the loan, date or dates when payments shall be due on the loan and the amount of the payments, and the rate of interest paid on the loan.

(B) This section shall not apply to the following types of loans:

1. Loans made to the campaign committee of the elected officer.

2. Loans made to the elected officer by his or her spouse, child, parent, grandparent, grandchild, brother, sister, parent-in-law, brother-in-law, sister-in-law, nephew, niece, aunt, uncle, or first cousin, or the spouse of any such person, provided that the person making the loan is not acting as an agent or intermediary for any person not otherwise exempted under this section.

3. Loans made, or offered in writing, before January 1, 1998.

(C) Nothing in this section shall exempt any person from any other provision of Title 9 of the Government Code.

(8.4) Section 8.4. Personal Loans.

(A) Except as set forth in subdivision (B), a personal loan received by any designated employee shall become a gift to the designated employee for the purposes of this section in the following circumstances:

1. If the loan has a defined date or dates for repayment, when the statute of limitations for filing an action for default has expired.

2. If the loan has no defined date or dates for repayment, when one year has elapsed from the later of the following:

- a. The date the loan was made.
- b. The date the last payment of \$100 or more was made on the loan.
- c. The date upon which the debtor has made payments on the loan aggregating to less than \$250 during the previous 12 months.

(B) This section shall not apply to the following types of loans:

- 1. A loan made to the campaign committee of an elected officer or a candidate for elective office.
- 2. A loan that would otherwise not be a gift as defined in this title.
- 3. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor has taken reasonable action to collect the balance due.
- 4. A loan that would otherwise be a gift as set forth under subdivision (A), but on which the creditor, based on reasonable business considerations, has not undertaken collection action. Except in a criminal action, a creditor who claims that a loan is not a gift on the basis of this paragraph has the burden of proving that the decision for not taking collection action was based on reasonable business considerations.
- 5. A loan made to a debtor who has filed for bankruptcy and the loan is ultimately discharged in bankruptcy.

(C) Nothing in this section shall exempt any person from any other provisions of Title 9 of the Government Code.

(9) Section 9. Disqualification.

No designated employee shall make, participate in making, or in any way attempt to use the employee's official position to influence the making of any governmental decision which the employee knows or has reason to know will have a reasonably foreseeable material financial effect, distinguishable from its effect on the public generally, on the official or a member of the official's immediate family or on:

(A) Any business entity in which the designated employee has a direct or indirect investment worth \$2,000 or more;

(B) Any real property in which the designated employee has a direct or indirect interest worth \$2,000 or more;

(C) Any source of income, other than gifts and other than loans by a commercial lending institution in the regular course of business on terms available to the public without regard to official status, aggregating \$500 or more in value provided to, received by or promised to the designated employee within 12 months prior to the time when the decision is made;

(D) Any business entity in which the designated employee is a director, officer, partner, trustee, employee, or holds any position of management; or

(E) Any donor of, or any intermediary or agent for a donor of, a gift or gifts aggregating \$500 or more provided to, received by, or promised to the designated employee within 12 months prior to the time when the decision is made.

(9.3) Section 9.3. Legally Required Participation.

No designated employee shall be prevented from making or participating in the making of any decision to the extent the employee's participation is legally required for the decision to be made.

The fact that the vote of a designated employee who is on a voting body is needed to break a tie does not make the employees' participation legally required for purposes of this section.

(9.5) Section 9.5. Disqualification of State Officers and Employees.

In addition to the general disqualification provisions of section 9, no state administrative official shall make, participate in making, or use the official's position to influence any governmental decision directly relating to any contract where the state administrative official knows or has reason to know that any party to the contract is a person with whom the state administrative official, or any member of the official's immediate family has, within 12 months prior to the time when the official action is to be taken:

(A) Engaged in a business transaction or transactions on terms not available to members of the public, regarding any investment or interest in real property; or

(B) Engaged in a business transaction or transactions on terms not available to members of the public regarding the rendering of goods or services totaling in value \$1,000 or more.

(10) Section 10. Disclosure of Disqualifying Interest.

When a designated employee determines that the employee should not make a governmental decision because the employee has a disqualifying interest in it, the determination not to act may be accompanied by disclosure of the disqualifying interest.

(11) Section 11. Assistance of the Commission and Counsel.

Any designated employee who is unsure of the duties under this code may request assistance from the Fair Political Practices Commission pursuant to Section 83114 and Regulations 18329 and 18329.5 or from the attorney for the employee's agency, provided that nothing in this section requires the attorney for the agency to issue any formal or informal opinion.

(12) Section 12. Violations.

This code has the force and effect of law. Designated employees violating any provision of this code are subject to the administrative, criminal and civil sanctions provided in the Political Reform Act, Sections 81000-91014. In addition, a decision in relation to which a violation of the disqualification provisions of this code or of Section 87100 or 87450 has occurred may be set aside as void pursuant to Section 91003.

¹ Designated employees who are required to file statements of economic interests under any other agency's conflict of interest code, or under article 2 for a different jurisdiction, may expand their statement of economic interests to cover reportable interests in both jurisdictions, and file copies of this expanded statement with both entities in lieu of filing separate and distinct statements, provided that each copy of such expanded statement filed in place of an original is signed and verified by the designated employee as if it were an original. See Section 81004.

² See Section 81010 and Regulation 18115 for the duties of filing officers and persons in agencies who make and retain copies of statements and forward the originals to the filing officer.

³ For the purpose of disclosure only (not disqualification), an interest in real property does not include the principal residence of the filer.

⁴ Investments and interests in real property which have a fair market value of less than \$2,000 are not investments and interests in real property within the meaning of the Political Reform Act. However, investments or interests in real property of an individual include those held by the individual's spouse and dependent children as well as a pro rata share of any investment or interest in real property of any business entity or trust in which the individual, spouse and dependent children own, in the aggregate, a direct, indirect or beneficial interest of 10 percent or greater.

⁵ A designated employee's income includes the employee's community property interest in the income of the employee's spouse but does not include salary or reimbursement for expenses received from a state, local or federal government agency.

⁶ Income of a business entity is reportable if the direct, indirect or beneficial interest of the filer and the filer's spouse in the business entity aggregates a 10 percent or greater interest. In addition, the disclosure of persons who are clients or customers of a business entity is required only if the clients or customers are within one of the disclosure categories of the filer.

Note: Authority cited: Section 83112, Government Code. Reference: Sections 87103(e), 87300-87302, 89501, 89502 and 89503, Government Code.

HISTORY

1. New section filed 4-2-80 as an emergency; effective upon filing (Register 80, No. 14).
Certificate of Compliance included.
2. Editorial correction (Register 80, No. 29).
3. Amendment of subsection (b) filed 1-9-81; effective thirtieth day thereafter (Register 81, No. 2).
4. Amendment of subsection (b)(7)(B)1. filed 1-26-83; effective thirtieth day thereafter (Register 83, No. 5).
5. Amendment of subsection (b)(7)(A) filed 11-10-83; effective thirtieth day thereafter (Register 83, No. 46).
6. Amendment filed 4-13-87; operative 5-13-87 (Register 87, No. 16).
7. Amendment of subsection (b) filed 10-21-88; operative 11-20-88 (Register 88, No. 46).
8. Amendment of subsections (b)(8)(A) and (b)(8)(B) and numerous editorial changes filed 8-28-90; operative 9-27-90 (Reg. 90, No. 42).

9. Amendment of subsections (b)(3), (b)(8) and renumbering of following subsections and amendment of Note filed 8-7-92; operative 9-7-92 (Register 92, No. 32).
10. Amendment of subsection (b)(5.5) and new subsections (b)(5.5)(A)-(A)(2) filed 2-4-93; operative 2-4-93 (Register 93, No. 6).
11. Change without regulatory effect adopting Conflict of Interest Code for California Mental Health Planning Council filed 11-22-93 pursuant to title 1, section 100, California Code of Regulations (Register 93, No. 48). Approved by Fair Political Practices Commission 9-21-93.
12. Change without regulatory effect redesignating Conflict of Interest Code for California Mental Health Planning Council as chapter 62, section 55100 filed 1-4-94 pursuant to title 1, section 100, California Code of Regulations (Register 94, No. 1).
13. Editorial correction adding History 11 and 12 and deleting duplicate section number (Register 94, No. 17).
14. Amendment of subsection (b)(8), designation of subsection (b)(8)(A), new subsection (b)(8)(B), and amendment of subsections (b)(8.1)-(b)(8.1)(B), (b)(9)(E) and Note filed 3-14-95; operative 3-14-95 pursuant to Government Code section 11343.4(d) (Register 95, No. 11).
15. Editorial correction inserting inadvertently omitted language in footnote 4 (Register 96, No. 13).
16. Amendment of subsections (b)(8)(A)-(B) and (b)(8.1)(A), repealer of subsection (b)(8.1)(B), and amendment of subsection (b)(12) filed 10-23-96; operative 10-23-96 pursuant to Government Code section 11343.4(d) (Register 96, No. 43).
17. Amendment of subsections (b)(8.1) and (9)(E) filed 4-9-97; operative 4-9-97 pursuant to Government Code section 11343.4(d) (Register 97, No. 15).

18. Amendment of subsections (b)(7)(B)5., new subsections (b)(8.2)-(b)(8.4)(C) and amendment of Note filed 8-24-98; operative 8-24-98 pursuant to Government Code section 11343.4(d) (Register 98, No. 35).

19. Editorial correction of subsection (a) (Register 98, No. 47).

20. Amendment of subsections (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 5-11-99; operative 5-11-99 pursuant to Government Code section 11343.4(d) (Register 99, No. 20).

21. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-6-2000; operative 1-1-2001 pursuant to the 1974 version of Government Code section 11380.2 and Title 2, California Code of Regulations, section 18312(d) and (e) (Register 2000, No. 49).

22. Amendment of subsections (b)(3) and (b)(10) filed 1-10-2001; operative 2-1-2001.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 2).

23. Amendment of subsections (b)(7)(A)4., (b)(7)(B)1.-2., (b)(8.2)(E)3., (b)(9)(A)-(C) and footnote 4. filed 2-13-2001. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2001, No. 7).

24. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 1-16-2003; operative 1-1-2003.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District,

nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2003, No. 3).

25. Editorial correction of History 24 (Register 2003, No. 12).

26. Editorial correction removing extraneous phrase in subsection (b)(9.5)(B) (Register 2004, No. 33).

27. Amendment of subsections (b)(2)-(3), (b)(3)(C), (b)(6)(C), (b)(8.1)-(b)(8.1)(A), (b)(9)(E) and (b)(11)-(12) filed 1-4-2005; operative 1-1-2005 pursuant to Government Code section 11343.4 (Register 2005, No. 1).

28. Amendment of subsection (b)(7)(A)4. filed 10-11-2005; operative 11-10-2005 (Register 2005, No. 41).

29. Amendment of subsections (a), (b)(1), (b)(3), (b)(8.1), (b)(8.1)(A) and (b)(9)(E) filed 12-18-2006; operative 1-1-2007. Submitted to OAL pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2006, No. 51).

30. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 10-31-2008; operative 11-30-2008. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2008, No. 44).

31. Amendment of section heading and section filed 11-15-2010; operative 12-15-2010. Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of*

Administrative Law, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2010, No. 47).

32. Amendment of section heading and subsections (a)-(b)(1), (b)(3)-(4), (b)(5)(C), (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) and amendment of footnote 1 filed 1-8-2013; operative 2-7-2013.

Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2013, No. 2).

33. Amendment of subsections (b)(8.1)-(b)(8.1)(A), (b)(8.2)(E)3. and (b)(9)(E) filed 12-15-2014; operative 1-1-2015 pursuant to section 18312(e)(1)(A), title 2, California Code of Regulations.

Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements) (Register 2014, No. 51).

34. Redesignation of portions of subsection (b)(8)(A) as new subsections (b)(8)(B)-(D), amendment of subsections (b)(8.1)-(b)(8.1)(A), redesignation of portions of subsection (b)(8.1)(A) as new subsections (b)(8.1)(B)-(C) and amendment of subsection (b)(9)(E) filed 12-1-2016; operative 12-31-2016 pursuant to Cal. Code Regs. tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision,

April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2016, No. 49).

35. Amendment of subsections (b)(8.1)-(b)(8.1)(A) and (b)(9)(E) filed 12-12-2018; operative 1-11-2019 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing and printing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2018, No. 50).

36. Amendment of subsections (b)(8.1)-(b)(8.1)(A) filed 12-23-2020; operative 1-1-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974 Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2020, No. 52).

37. Amendment of subsections (b)(3)(C), (b)(5)(C), (b)(5.5), (b)(5.5)(A)(2), (b)(7)(D), (b)(8)(A), (b)(8.1)(A), (b)(8.2)(A), (b)(8.2)(C)-(D), (b)(8.3)(A), (b)(9), (b)(9.3), (b)(9.5), (b)(10) and (b)(11) and footnote 5 filed 5-12-2021; operative 6-11-2021 pursuant to Cal. Code Regs., tit. 2, section 18312(e). Submitted to OAL for filing pursuant to *Fair Political Practices Commission v. Office of Administrative Law*, 3 Civil C010924, California Court of Appeal, Third Appellate District, nonpublished decision, April 27, 1992 (FPPC regulations only subject to 1974

Administrative Procedure Act rulemaking requirements and not subject to procedural or substantive review by OAL) (Register 2021, No. 20).



STAFF REPORT

MEETING DATE: September 28, 2022

PRESENTER: John Jansons, City Manager

SUBJECT: Agreement Between the City and Yamabe and Horn Engineering Inc. for City Engineering Services (JAJ)

RECOMMENDATION: Council by motion adopt resolution approving agreement between the City and Yamabe and Horn Engineering Inc., for City Engineering Services.

EXECUTIVE SUMMARY:

Yamabe & Horn has served as City Engineer for the City of Kerman pursuant to a contract since April 1, 1991.

Yamabe and Horn provides contract City Engineer services, engineering review of private developments and City capital improvement design, bidding and construction management services to Kerman. The current contract for services was entered in 2017 and amended in 2019.

The City is satisfied with the City Engineer services and rates provided by Yamabe & Horn and desires to continue to have Yamabe & Horn serve as contract City Engineer.

The Agreement presented as Exhibit 'A' to the attached resolution is for a five year period and may be amended from time to time to reflect the changing needs of the city and updated as needed.

This agreement will be administered for the City by the City Manager or City Manager's designee.

FISCAL IMPACT:

The fee schedule for engineering services is attached as Exhibit 'B' to the agreement.

ATTACHMENTS:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 22-__

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING AGREEMENT BETWEEN
CITY OF KERMAN AND YAMABE & HORN ENGINEERING, INC.
FOR CITY ENGINEER SERVICES**

WHEREAS, the City of Kerman has historically contracted out its City engineering services to Yamabe & Horn Engineering, Inc. since 1991; and

WHEREAS, Yamabe & Horn is engaged in the business of furnishing technical and expert services for cities and other public entities and has served as City Engineer for the City of Kerman pursuant to a contract since 1991; and

WHEREAS, both parties have determined a need to update the most recent agreement entered in September 2017; and

WHEREAS, Yamabe & Horn hereby represents that it desires to perform and that it is professionally and legally capable of performing the services called for by the Agreement presented as Exhibit A; and

WHEREAS, the City is satisfied with the City Engineer services provided by Yamabe & Horn and wishes to continue to have Yamabe & Horn services for City Engineer.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Kerman does hereby find, resolve, and orders the following;

1. The foregoing recitals of fact are true and correct and incorporated herein.
2. The City Council of the City of Kerman hereby approves the agreement with Yamabe & Horn Engineering, Inc.
3. The City Council of the City of Kerman hereby authorizes the City Manager to execute the agreement on behalf of the City.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 28th day of September 2022, and passed at said meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The foregoing resolution is hereby approved:

ATTEST:

Gary Yep
Mayor

Marci Reyes
City Clerk

Exhibit 'A'

AGREEMENT FOR CITY ENGINEER SERVICES

This Agreement for City Engineer Services ("Agreement") is made and entered into effective the _____ day of _____, 2022, by and between the CITY OF KERMAN, a California municipal corporation (hereinafter referred to as "City") and Yamabe & Horn Engineering, Inc. (hereinafter referred to as "Yamabe & Horn").

RECITALS

- A. The City of Kerman has historically contracted out its City general engineering services.
- B. Yamabe & Horn is engaged in the business of furnishing technical and expert general engineering services for cities and other public entities and has served as City Engineer for the City of Kerman pursuant to a contract since 1991.
- C. The parties have determined a need to update the most recent agreement entered in September of 2017.
- D. Yamabe & Horn hereby represents that it desires to perform and that it is professionally and legally capable of performing the services called for by this Agreement.
- E. The City is satisfied with the general engineering services provided by Yamabe & Horn and wishes to continue to have Yamabe & Horn provide general engineering services and act as City Engineer.
- F. This Agreement will be administered for City by the City Manager or City Manager's designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained to be kept and performed by the respective parties, the parties mutually agree as follows:

1. Scope of Services.

Yamabe & Horn shall perform to the satisfaction of City the services described in **EXHIBIT A**, including work incidental to, or necessary to perform, such services even though not specifically described in **EXHIBIT A**, which is incorporated herein by reference as if fully set forth.

2. Licenses, Permits, Fees, and Assessments.

Yamabe & Horn represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the services required by this Agreement. Yamabe & Horn represents and warrants to City that Yamabe & Horn shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification or approval that is legally required for Yamabe & Horn to perform the services under this Agreement. Yamabe & Horn shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Yamabe & Horn's performance of the Work and Services required by this Agreement, and shall indemnify,

defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder.

3. Term of Agreement

This Agreement shall be effective from the date first set forth above (“Effective Date”) and shall continue in full force and effect for a five (5) year term, subject to any earlier termination in accordance with this Agreement. This term may be extended upon mutual agreement by both parties.

4. Compensation

Yamabe & Horn’s sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be in accordance with the Fee Schedule set forth in **EXHIBIT B** and incorporated herein by reference.

Yamabe & Horn’s Fee Schedule may be adjusted annually upon request by Yamabe & Horn and approval by the City Council.

Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable within thirty (30) days of receipt of such invoice.

5. Modification of Scope, Compensation, or Other Terms.

The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to Yamabe & Horn’s compensation. Any change in the scope of services or a fee schedule must be made by written amendment to the Agreement signed by an authorized representative for each party. Yamabe & Horn shall not be entitled to any additional compensation if services are performed prior to a signed written agreement.

6. Termination

Termination for Convenience.

Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents and other materials as described in the Scope of Work become the property of City.

Termination for Cause.

If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the “breaching party”), or other party (the “terminating party”) shall have the right to terminate the Agreement by giving not less than five (5) working days’ written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

In the event of termination, all finished or unfinished documents, reports, or other materials prepared by Yamabe & Horn under this Agreement shall become City's property. Yamabe & Horn shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

7. Coordination of Work.

Representative of Yamabe & Horn.

Jerry Jones is a principal of Yamabe & Horn and is hereby designated as being the principal and representative of Yamabe & Horn authorized to act in its behalf with respect to the services to be performed under this Agreement and to make all decisions in connection therewith. Jerry Jones, P.E. shall be the designated City Engineer on behalf of Yamabe & Horn for City. The designated City Engineer may not be changed without prior written approval of the City Manager.

City Manager.

It shall be Yamabe & Horn's responsibility to ensure that the City Manager or designee is kept fully informed of the progress of the performance of the services, and Yamabe & Horn shall refer any decisions which must be made by the City to the City Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Manager.

8. Confidential Information, Ownership of Documents and Copyright License

Any reports, information, or other data prepared or assembled by Yamabe & Horn pursuant to this Agreement shall not be made available to any individual or organization by Yamabe & Horn without the prior written approval of the City Manager. During the term of this Agreement, and thereafter, Yamabe & Horn shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary to City.

Any and all writings and documents prepared or provided by Yamabe & Horn pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Yamabe & Horn shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

9. Professional Skill

It is further mutually understood and agreed by and between the parties hereto that inasmuch as Yamabe & Horn represents to City that Yamabe & Horn is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Yamabe & Horn to do and perform such services in a skillful manner and Yamabe & Horn agrees to thus perform the services. Therefore, any acceptance of such services by City shall not operate as a release of Yamabe & Horn from said professional standards.

10. Indemnification

Subject to the restrictions of California Civil Code section 2782.8, Yamabe & Horn shall indemnify and hold harmless City, its elected officials, officers, agents, employees, attorneys, servants, volunteers, successors and assigns from and against any and all claims, demands, causes of action, liability, losses, costs or expenses for any damage due to the death or injury to any person and injury to property resulting from the Yamabe & Horn's negligence, recklessness, or willful misconduct, or the negligence, recklessness or willful misconduct of Yamabe & Horn's officers, employees, servants, agents, subcontractors, volunteers or any other person or entity involved by, for, with or on behalf of Yamabe & Horn in the performance of this Agreement. Yamabe & Horn also agrees to pay a proportionate share of the costs of defense for such claims, demands, causes of action, liability, losses, costs or expenses to the extent of Yamabe & Horn's proportionate percentage of fault, or as otherwise required by section 2782.8.

The parties understand and agree that the duty of Yamabe & Horn to indemnify and hold harmless includes the duty to pay only a share of costs based upon Yamabe & Horn's proportionate share of fault as adjudged by a trier of fact

11. Insurance

Throughout the life of this Agreement, Yamabe & Horn shall pay for and maintain in full force and effect all insurance as required in **EXHIBIT C**.

If at any time during the life of the Agreement or any extension, Yamabe & Horn or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Yamabe & Horn shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Yamabe & Horn of its responsibilities under this Agreement. This phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Yamabe & Horn shall not be deemed to release or diminish the liability of Yamabe & Horn, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Yamabe & Horn. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Yamabe & Horn, its principals, officers, agents, employees, persons under the supervision of Yamabe & Horn, vendors, suppliers, invitees, Yamabe & Horn's, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Yamabe & Horn shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

12. Conflict of Interest and Non-Solicitation

Yamabe & Horn shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 et. seq., the California Political Reform Act (California Government Code Section 87100 et. seq.) and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification (2 California Code of Regulations Section 18700 et. seq.). At any time, upon written request of City, Yamabe & Horn shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Yamabe & Horn and the respective subcontractor(s) are in full compliance with all laws and regulations. Yamabe & Horn shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Yamabe & Horn shall immediately notify City of these facts in writing.

In performing the work or services to be provided hereunder, Yamabe & Horn shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, or a commission, or similar City body.

Yamabe & Horn represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefit hereunder.

Neither Yamabe & Horn, nor any of Yamabe & Horn's subcontractors performing any services under this Agreement shall bid for, assist anyone in the preparation of a bid for, or perform any services pursuant to, any other contract in connection with this Agreement unless fully disclosed to and approved by the City Manager, in advance and in writing. Yamabe & Horn and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Agreement unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the City under this provision, Yamabe & Horn shall remain responsible for complying with Section 12(a) above.

If Yamabe & Horn should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Yamabe & Horn shall include the provisions of this Section 12 in each subcontract and require its subcontractors to comply therewith.

13. Covenant Against Contingent Fees

Yamabe & Horn warrants that he has not employed or retained any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

14. General Terms

Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager or his/her designee.

Records of Yamabe & Horn's expenses pertaining to the Agreement shall be kept on a generally recognizable accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Yamabe & Horn pertaining to the services provided under this Agreement shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Section 14(b) shall survive expiration or termination of this Agreement.

Prior to execution of this Agreement by City, Yamabe & Horn shall have provided evidence to City that Yamabe & Horn is licensed to perform the services called for by this Agreement (or that no license is required). If Yamabe & Horn should subcontract all or any portion of the work or services to be performed under this Agreement, Yamabe & Horn shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

15. Nondiscrimination

To the extent required by controlling federal, state, and local law, Yamabe & Horn shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Yamabe & Horn agrees as follows:

Yamabe & Horn will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Yamabe & Horn will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, and ethnicity, status as a disabled veteran or veteran of the Vietnam era. Yamabe & Horn will ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, and ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Yamabe & Horn's employment practices including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Yamabe & Horn agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

16. Independent Contractor

In the furnishing of the services provided for herein, Yamabe & Horn is acting solely as an independent contractor. Neither Yamabe & Horn, nor any of its officers, agents, or employees shall be deemed an officer,

agent, employee, joint venture, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Yamabe & Horn shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Yamabe & Horn is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between Yamabe & Horn and City. Yamabe & Horn shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Yamabe & Horn shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, Yamabe & Horn and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Yamabe & Horn shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, Yamabe & Horn shall be solely responsible, indemnify, defend, and save City harmless from all matters relating to employment and tax withholding for and payment of Yamabe & Horn's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Yamabe & Horn may be providing services to others unrelated to City or to this Agreement.

17. Notices.

Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

18. Assignment

This agreement is personal to Yamabe & Horn and there shall be no assignment by Yamabe & Horn of its rights of obligations under this Agreement without the prior written approval of the City Manager or her designee. Any attempted assignment by Yamabe & Horn, its successors or assigns, shall be null and void unless approved in writing by the or his/her designee.

Yamabe & Horn hereby agrees not to assign the payment of any monies due Yamabe & Horn from City under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). City retains the right to pay any and all monies due Yamabe & Horn directly to Yamabe & Horn.

19. Compliance With Law

In providing the services required under this Agreement, Yamabe & Horn shall at all times comply with all applicable laws of the United States, the State of California, and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

20. Waiver

The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

21. Governing Law and Venue

This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.

22. Headings

The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

23. Severability

The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

24. Interpretation

The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

25. Attorneys' Fees

If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.

26. Exhibits

Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

27. Precedence of Documents

In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.

28. Cumulative Remedies

No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

29. No Third Party Beneficiaries

The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

30. Extent of Agreement

Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Yamabe & Horn.

31. Contact Information.

The following constitutes contact information for the parties:

CITY:

City of Kerman
Attn: John Jansons, City Manager
850 S. Madera Ave
Kerman, CA 93630

Phone: 559-846-9450
Fax: 559-846-6199
Email: jjansons@cityofkerman.org

YAMABE & HORN:

Yamabe & Horn Engineering, Inc.
Attn: Jerry Jones
2985 N. Burl Ave, Ste. 101
Fresno, CA 93727

Phone: 559-244-3123
Fax: 559-244-3120
Email: jjones@yhmail.com

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF KERMAN, a California municipal corporation

**YAMABE & HORN ENGINEERING, INC.
a corporation**

Name: John Jansons

Name: Jerry Jones

Title: City Manager

Title: President

Date: _____

Date: _____

ATTEST:

Marci Reyes, City Clerk

APPROVED AS TO FORM:

City Attorney

Any Applicable Professional License:

Number:

Name:

Date of Issue:

Attachments:

Exhibit A – Scope of Services

Exhibit B – Fee Schedule

Exhibit C – Insurance Requirements (to be included at execution of agreement)

EXHIBIT 'A'

SCOPE OF SERVICES**General Services and Project Management.**

- Serves as the City Engineer
- Manages all aspects of civil engineering, plan checking, development conditions and capital project management for the City.
- Reviews all matters pertaining to engineering to ensure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interest and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.
- Assists in planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure.
- Develops and recommends policies and procedures for effective operation of the City consistent with City policies and relevant laws, rules and regulations and ensures Councils actions are implemented.
- Evaluates the City's needs and formulates short and long-range plans to meet needs in all areas of Public Works improvements, including streets, water, and sewer, storm drainage, street lights, parks and facilities.
- Provides engineering services on projects and oversees project management for the construction of municipal Public Works projects.
- Makes presentations to the public, City Council and commissions.
- Be available to the public and private developers to handle matters dealing with the engineering functions of City government.
- Prepares reports, investigations, studies and evaluations as, from time to time, may be required and directed by the City Manager or his/her designee.
- Performs other engineering related functions as directed by the City Manager or his/her designee
- Advises the City as to engineering and construction financing available from other government agencies, and when so directed, prepare and initiate applications for funding
- Assists administrative staff in management of records relating to engineering. Serves as liaison to the Public Works Director for engineering related matters. Provides public information regarding municipal engineering matters.
- Prepares capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.
- Reviews and evaluates bid submittals.

- Provides construction observation and management during the course of City projects. Acts as Resident Engineer. Assists with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
- Coordinates activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisitions and rights-of-way for assigned engineering projects.
- Under general direction, plans, organizes and administers real property program for the acquisition and disposition of City owned property as it relates to engineering projects.
- Negotiates land acquisitions, disposition, easements, agreements, leases and other assorted property rights as it relates to engineering projects.
- Coordinates appraisal of residential, commercial, industrial and agriculture properties for acquisition, disposition, lease etc., as it relates to engineering projects.

Development Review Function.

- Reviews land use applications and construction plans for private developments for consistency with City adopted engineering specifications, City policies and relevant laws, rules and regulations and ensures council actions are implemented.
- Performs statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tracts maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.
- Ensures that costs and fees are charged back to development projects, works with the Planning Department to monitor charges and revenues associated with development projects.
- Provides a “turn around” checking time for maps and improvement plans generally not to exceed four weeks (larger, complex development projects may necessitate increased plan check time to be mutually agreed upon by Parties) for the first plan check after the application has been determined complete.
- Establishes performance, labor and material bond amounts when required and ensures the posting of such bonds with the proper time sequence of such development control.
- Provides necessary and related functions as are the normal practice of the City Engineer in control of private development.
- Upon request of City, provides inspection services for improvements constructed as part of private development.
- Performs other engineering related functions as directed by the City Manager or his/her designee

Major Engineering Projects

This Agreement contemplates Major Engineering Projects requiring engineering studies, master plans, and master reports. Yamabe & Horn may not commence any such work until authorized to proceed. It is also understood that City may in its sole discretion determine to engage other engineers for such projects.

END OF EXHIBIT A

EXHIBIT 'B'

CITY OF KERMAN FEE SCHEDULE GENERAL ENGINEERING SERVICES

YAMABE & HORN ENGINEERING, INC.

CIVIL ENGINEERS – LAND SURVEYORS
2985 N Burl Avenue, Suite 101, Fresno, CA 93727
(559) 244-3123, FAX (559) 244-3120

KERMAN CITY ENGINEERING RATE SCHEDULE FISCAL YEAR 2022-23			
	GENERAL FUND	OTHER FUNDS	
PRINCIPAL ENGINEER	\$ 155	\$ 180	per hour
EXPERT WITNESS	\$ 275	\$ 275	per hour
CIVIL ENGINEER V	\$ 140	\$ 165	per hour
CIVIL ENGINEER IV	\$ 135	\$ 160	per hour
CIVIL ENGINEER III	\$ 130	\$ 155	per hour
CIVIL ENGINEER II	\$ 120	\$ 140	per hour
CIVIL ENGINEER I	\$ 115	\$ 135	per hour
PROJECT MANAGER II	\$ 120	\$ 140	per hour
PROJECT MANAGER I	\$ 110	\$ 130	per hour
ASSISTANT ENGINEER III	\$ 105	\$ 120	per hour
ASSISTANT ENGINEER II	\$ 100	\$ 115	per hour
ASSISTANT ENGINEER I	\$ 90	\$ 105	per hour
LAND SURVEYOR II	\$ 130	\$ 145	per hour
LAND SURVEYOR I	\$ 110	\$ 125	per hour
ASSISTANT SURVEYOR II	\$ 105	\$ 120	per hour
ASSISTANT SURVEYOR I	\$ 95	\$ 110	per hour
GIS ANALYST	\$ 105	\$ 115	per hour
GIS TECHNICIAN	\$ 90	\$ 100	per hour
CONSTRUCTION MANAGER II	\$ 125	\$ 135	per hour
CONSTRUCTION MANAGER I	\$ 105	\$ 120	per hour
PROJECT SERVICES ADMINISTRATOR	\$ 70	\$ 80	per hour
INSPECTOR II PREVAILING WAGE	\$ 160	\$ 160	per hour
INSPECTOR I PREVAILING WAGE	\$ 150	\$ 150	per hour
CAD MANAGER	\$ 100	\$ 115	per hour
CAD DRAFTER II	\$ 85	\$ 100	per hour
CAD DRAFTER I	\$ 78	\$ 90	per hour
CLERICAL	\$ 60	\$ 70	per hour
2-PERSON SURVEY CREW	\$ 200	\$ 200	per hour
2-PERSON SURVEY CREW PREVAILING WAGE	\$ 265	\$ 265	per hour
1-PERSON SURVEY CREW	\$ 160	\$ 160	per hour
1-PERSON SURVEY CREW PREVAILING WAGE	\$ 210	\$ 210	per hour
TRAVEL		\$ 0.58	per mile
MISC. COSTS & SUBCONSULTANTS			Cost plus 10%

Effective Date: October 2022

Notes:

1) Approved OT for Inspectors and Surveyors shall be billed at 1.5x (OT) or 2.0x (Holidays) as appropriate



STAFF REPORT

MEETING DATE: September 28, 2022

PRESENTER: Jerry Jones, City Engineer

SUBJECT: Continued Public Hearing and Adoption of Resolution Authorizing the Submission of an Application for Community Development Block Grant funds for Fiscal Year 2023-2024 for the Plaza Veterans Park Restroom (JJ)

RECOMMENDATION: Council continue Public Hearing and adopt resolution authorizing the submission of an application for Community Development Block Grant funds for Fiscal Year 2023-2024 for the Plaza Veterans Park Restroom Building.

EXECUTIVE SUMMARY:

The scheduled public hearing on September 14, 2022, was continued by the Council to September 28, 2022, due to technical difficulties with the audio equipment; participants attending the meeting via Zoom were unable to participate in the public hearing.

The City of Kerman receives an annual allocation of Federal Community Development Block Grant (CDBG) funds from the U.S. Department of Housing and Urban Development (HUD) through an agreement with the County of Fresno (County). The City's funding allocation for FY 2023-2024 is \$140,000. Staff submitted an application for the replacement of the restroom building at Plaza Veterans Park to the County for eligibility approval. The County has determined that the proposed Project is eligible.

The County receives an annual allocation of CDBG funds from HUD and, through an agreement with local participating Cities, makes a portion of the CDBG funds available to each City. The City's FY 2023-2024 funding allocation is \$140,000. Projects for which CDBG funds can be used must benefit areas within the City with at least 51 percent low to moderate income households, senior citizens, or persons with disabilities.

The proposed Project is the replacement of the existing restroom building at Plaza Veterans Park with a prefabricated restroom building. The Project will also include the modification and/or replacement of the necessary utility services to serve the building and any required concrete flatwork. This Project is located within an eligible area, with over 73 percent of the area being low to moderate income households. A preliminary application for the proposed Project was submitted to the County for verification of project eligibility and the County has determined the Project to be eligible for funding.

A Public Hearing is required to be held to allow interested citizens the opportunity to comment on projects or activities submitted for CDBG funding. The Notice of Public Hearing was published in the Kerman News on August 31, 2022, and posted at City Hall.

FISCAL IMPACT:

The total estimated cost of the project is \$170,200. The City's FY 2023-2024 CDBG funding allocation is \$140,000. The additional \$30,200 is proposed to be funded from the General Fund.

ATTACHMENTS:

A. Resolution

Attachment 'A'

RESOLUTION NO. 22-__

**RESOLUTION OF THE CITY COUNCIL OF THE
CITY OF KERMAN AUTHORIZING SUBMISSION OF APPLICATION FOR
COMMUNITY DEVELOPMENT BLOCK GRANT FUNDING
FOR FISCAL YEAR 2023-2024**

WHEREAS, a Notice of Public Hearing was published in the Kerman News on August 31, 2022; and;

WHEREAS, the City Council held a Public Hearing to discuss an application for Community Development Block Grant (CDBG) Funds for Fiscal Year 2023-2024 on September 14, 2022; and

WHEREAS, the City Council received a report from the City Engineer and the Community Services Director identifying the need for replacement of the restroom building at Plaza Veterans Park.

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

1. Submission of an application for CDBG Funds for 2023-2024 to the County of Fresno for a replacement restroom building at Plaza Veterans Park is hereby authorized.
2. The City Manager is authorized to sign all application documents and funding agreements pertaining to said project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 28th day of September 2022, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Gary Yep
Mayor

ATTEST:

Marci Reyes
City Clerk