

## Table of Contents

Agenda . . . . .	2
November 19, 2014	
November 19, 2014. . . . .	5
Payroll	
Payroll/Overtime Report . . . . .	7
Warrants	
Accounts Payable. . . . .	10
Resolution Accepting the 2014 Concrete Project	
Staff Report - Concrete Project Acceptance . . . . .	23
Resolution Approving Improvement Agreement for Goldenrod Avenue Railroad Crossing	
Staff Report - Goldenrod Railroad Crossing . . . . .	26
Resolution Declaring the Results of the 2014 General Election	
Staff Report - Declaring Results of 2014 General Election . . . . .	64



Gary Yep – Mayor  
Doug Wilcox – Mayor Pro Tem  
Raj Dhaliwal – Council Member  
Nathan Fox – Council Member  
Bill Nijjer – Council Member

**AGENDA**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**Wednesday, December 3, 2014**  
**6:30 PM**

AGENDA PACKET AVAILABLE FOR  
REVIEW 72 HOURS PRIOR TO  
THE CITY COUNCIL 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

---

ALL MEETING ATTENDEES ARE ADVISED THAT ALL PAGERS, CELLULAR TELEPHONES AND ANY OTHER COMMUNICATION DEVICES SHOULD BE POWERED OFF UPON ENTERING THE COUNCIL CHAMBERS, AS THESE DEVICES INTERFERE WITH OUR AUDIO EQUIPMENT.

---

### OPENING CEREMONIES

- Welcome – Mayor Gary Yep
- Call to Order
- Roll Call
- 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.*

- Pledge of Allegiance – City Clerk

### 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.*

#### 1. PRESENTATIONS/CEREMONIAL MATTERS

None

### 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.*

## 2. CONSENT CALENDAR

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

### A. SUBJECT: Minutes

RECOMMENDATION: Council approve minutes as presented.

ATTACHMENTS: [November 19, 2014](#)

### B. SUBJECT: Payroll

Payroll Report: November 9, 2014 - November 22, 2014: \$126,127.45; Other Pay: \$4,111.47; Overtime: \$5,474.21; Standby: \$1,202.26; Comp Time Earned: 26.25

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime Report](#)

### C. SUBJECT: Warrants

1. Nos. 5354-5457: \$475,505.17

2. Excepting: Valley Food Center: #5448 - \$207.14

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

ATTACHMENTS: [Accounts Payable](#)

### D. SUBJECT: Resolution Accepting the 2014 Concrete Project (GH)

RECOMMENDATION: Council by motion adopt resolution accepting the 2014 Concrete Project and authorize the City Engineer to record the Notice of Completion.

ATTACHMENTS: [Staff Report - Concrete Project Acceptance](#)

### E. SUBJECT: Resolution Approving Improvement Agreement for Goldenrod Avenue Railroad Crossing (GH)

RECOMMENDATION: Council by motion adopt resolution approving the Public Highway At-Grade Crossing Improvement Agreement with the Union Pacific Railroad.

ATTACHMENTS: [Staff Report - Goldenrod Railroad Crossing](#)

3. PUBLIC HEARINGS

None

4. DEPARTMENT REPORTS

A. SUBJECT: Resolution Declaring the Results of the 2014 General Election (MR)

RECOMMENDATION: Council review the Fresno County Elections Office canvass for Mayor and City Council positions and take the following action:

1. By motion adopt resolution approving the final canvass electing Stephen Hill as Mayor for a two-year term and electing Rhonda Armstrong and Gary Yep as Council Members each for a four-year term; and
2. Authorize the City Clerk to perform the Oaths of Office and present Council Members with Certificates of Election; and
3. Council to recognize outgoing Council Members for their years of service; and
4. Council to accept nominations for Mayor Pro-Tem and make appointment by motion.

ATTACHMENTS: [Staff Report - Declaring Results of 2014 General Election](#)

5. CITY MANAGER/STAFF COMMUNICATIONS

A. Community Services Events (PG)

1. Community Workday – Katey’s Kids Park, December 6, 9:30 a.m.
2. Photos with Santa – December 6, 10:00 a.m. - 1:00 p.m., Kerman Floral
3. Senior Christmas Luncheon – December 12, 11:00 a.m., Community Center
4. Breakfast with Santa – December 13, 9:00 – 11:00 a.m., Community Center
5. KCSO Holiday Food Toy Drive – December 19, 1:00 p.m., Community Center

6. MAYOR/COUNCIL REPORTS

- A. Mid Valley Disposal Annual Luncheon - December 12, 12:00 p.m. to 2:00 p.m., Harris Ranch (LP)
- B. Pageantry of Light Parade - Saturday, December 13, 6:00 p.m. (MR)

7. CLOSED SESSION

None

8. ADJOURNMENT

---

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.

---



**MINUTES**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**Wednesday, November 19, 2014**  
**6:30 PM**

Gary Yep – Mayor  
 Doug Wilcox – Mayor Pro Tem  
 Raj Dhaliwal – Council Member  
 Nathan Fox – Council Member  
 Bill Nijjer – Council Member

Present: Mayor Yep (GY), Dhaliwal (RD), Fox (NF), Nijjer (BN), Wilcox (DW)  
 Absent: None  
 Also Present: City Manager/Planning & Development Director Patlan, City Attorney Blum, Chief of Police, Community Services Director, Finance Director, Public Works Director, City Engineer

Voting: Yes,  
 No, Absent  
 (Abstain if  
 needed)

**OPENING CEREMONIES**

- Welcome – Mayor Gary Yep
- Call to Order
- Roll Call
  
- Invocation
- Pledge of Allegiance – City Clerk

6:38 p.m.  
 All present  
 except  
 BN/DW  
  
 NF  
 Performed

**AGENDA APPROVAL/ADDITIONS/DELETIONS**

**1. PRESENTATIONS/CEREMONIAL MATTERS**

Item 4C  
 moved  
 before 4A  
  
 None  
  
 6:41 p.m. BN  
 arrived

**REQUEST TO ADDRESS COUNCIL**

**2. CONSENT CALENDAR**

**A. SUBJECT: Minutes**

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

**B. SUBJECT: Payroll**

Payroll Report: October 26 - November 8, 2014: \$123,272.92; Other Pay: \$1,692.90; OT: \$4,692.55; Standby: \$1,116.27; Comp Time Earned: 38.25

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

**C. SUBJECT: Warrants**

Nos. 5308-5353: \$37,393.04

**RECOMMENDATION**: Council approve warrants and electronic bank transfers

None  
  
 Approved  
 NF/RD  
 (4-0-1) DW

D. <u>SUBJECT</u> : Resolution Approving Updated Purchasing Policy for the City of Kerman (TJ)	Res 14-64
<u>RECOMMENDATION</u> : Council by motion adopt resolution approving updated Purchasing Policy for the City of Kerman.	
E. <u>SUBJECT</u> : Monthly Investment Report Ending October 31, 2014 (TJ)	
<u>RECOMMENDATION</u> : Council approve monthly investment report as presented.	
3. PUBLIC HEARINGS – None	
4. DEPARTMENT REPORTS	6:43 p.m. DW arrived.
Item 4C moved up on agenda before 4A	
C. <u>SUBJECT</u> : Memorandum of Understanding with Fresno County Rural Transit Agency for Public Transit Safety and Security Services (LP)	
<u>RECOMMENDATION</u> : Council by motion approve the Memorandum of Understanding with the Fresno County Rural Transit Agency for Public Transit Safety and Security Services and authorizes the Mayor to execute the agreement.	Approved NF/RD (5-0-0)
A. <u>SUBJECT</u> : Independent Auditor's Report for Fiscal Year 2013-14 (TJ)	
<u>RECOMMENDATION</u> : Council accept the Independent Auditor's Report for Fiscal Year ended June 30, 2014.	Approved by MO DW/BN (5-0-0)
B. <u>SUBJECT</u> : Resolution Adopting Residential Design Guidelines (LP)	
<u>RECOMMENDATION</u> : Council by motion adopt a resolution approving the Residential Design Guidelines for single-family and multi-family residential developments.	Approved NF/BN (5-0-0) Res 14-65
5. CITY MANAGER/STAFF COMMUNICATIONS	
6. MAYOR/COUNCIL REPORTS	
A. Mid Valley Disposal Annual Luncheon - Friday, December 12, 12:00-2:00 p.m.,	
B. Pageantry of Lights Parade - Saturday, December 13, 6:00 p.m.	
7. CLOSED SESSION	None
8. ADJOURNMENT	7:40 p.m.

**CITY OF KERMAN  
PAYROLL REPORT**

*Agenda Item 4.B.1*

**PAY PERIOD: November 09, 2014 - November 22, 2014**

EMPLOYEE	SALARY	& Other	OVERTIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
<b><u>ADMINISTRATION</u></b>								
Patlan, Luis	\$ 4,664.77	\$ -	-	\$ -	-	\$ -	\$ 4,664.77	
Gonzalez, Diana	\$ 1,864.15	\$ -	-	\$ -	-	\$ -	\$ 1,864.15	
Alvarez, Josefina	\$ 1,689.69	\$ -	1.50	\$ 47.52	-	\$ -	\$ 1,737.21	
Jones, Toni	\$ 2,897.54	\$ -	-	\$ -	-	\$ -	\$ 2,897.54	
Reyes, Marcia	\$ 2,463.23	\$ -	-	\$ -	-	\$ -	\$ 2,463.23	
Nazaroff, Helen	\$ 1,846.62	\$ -	-	\$ -	-	\$ -	\$ 1,846.62	
Camacho, Josie	\$ 182.00	\$ -	-	\$ -	-	\$ -	\$ 182.00	
<b>TOTAL</b>	<b>\$ 15,608.00</b>	<b>\$ -</b>	<b>1.50</b>	<b>\$ 47.52</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 15,655.52</b>	<b>0.00</b>

**REC/SOCIAL**

Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	
Arredondo, Barbara	\$ 1,526.77	\$ -	-	\$ -	-	\$ -	\$ 1,526.77	
Gonzalez, Jose Felix	\$ 1,599.69	\$ -	-	\$ -	-	\$ -	\$ 1,599.69	
Salvador, Mark	\$ 1,883.08	\$ 941.54	-	\$ -	941.54	\$ -	\$ 2,824.62	
Silva, Jessica	\$ 527.88	\$ -	-	\$ -	-	\$ -	\$ 527.88	
Sidhu, Nirmal	\$ 1,465.38	\$ -	-	\$ -	-	\$ -	\$ 1,465.38	
Lujan, Vanessa	\$ 561.00	\$ -	-	\$ -	-	\$ -	\$ 561.00	
Johnson, Theresa	\$ 1,587.23	\$ -	-	\$ -	-	\$ -	\$ 1,587.23	
Arredondo, Michelle	\$ 186.75	\$ -	-	\$ -	-	\$ -	\$ 186.75	
Torres, Daniel	\$ 72.00	\$ -	-	\$ -	-	\$ -	\$ 72.00	
Arredondo, Raquel	\$ 360.00	\$ -	-	\$ -	-	\$ -	\$ 360.00	
Rangel, Jose A	\$ 285.75	\$ -	-	\$ -	-	\$ -	\$ 285.75	
Burdine-Slaven, Jeani	\$ 1,511.54	\$ -	-	\$ -	-	\$ -	\$ 1,511.54	
Figueroa, Rita	\$ 380.00	\$ -	-	\$ -	-	\$ -	\$ 380.00	
Villarreal, Arlene	\$ 335.00	\$ -	-	\$ -	-	\$ -	\$ 335.00	
<b>TOTAL</b>	<b>\$ 16,016.84</b>	<b>\$ 941.54</b>	<b>-</b>	<b>\$ -</b>	<b>941.54</b>	<b>\$ -</b>	<b>\$ 16,958.38</b>	<b>0.00</b>

**POLICE**

Rodrigues, Mary	\$ 1,759.38	\$ -	-	\$ -	-	\$ -	\$ 1,759.38	
Madruga, Ron	\$ 3,114.46	\$ -	8.00	\$ 148.32	-	\$ -	\$ 3,262.78	
Chapman, Tom	\$ 2,413.38	\$ -	18.00	\$ 440.68	-	\$ -	\$ 2,854.06	
Cubillos, Teresa	\$ 3,040.62	\$ -	5.00	\$ 92.70	-	\$ -	\$ 3,133.32	
Barbosa, Isaias	\$ 2,311.85	\$ -	16.00	\$ 342.56	-	\$ -	\$ 2,654.40	
Ramirez, Donald	\$ 1,493.54	\$ -	-	\$ -	-	\$ -	\$ 1,493.54	
Mendoza, Sandra	\$ 2,311.85	\$ -	12.00	\$ 169.16	-	\$ -	\$ 2,481.01	
Davis, Jeff	\$ 2,825.08	\$ -	4.00	\$ 211.88	-	\$ -	\$ 3,036.96	10.5
Ness, Lee	\$ 2,046.00	\$ -	7.00	\$ 268.54	-	\$ -	\$ 2,314.54	
Barcoma, Wilbert	\$ 2,690.77	\$ -	10.00	\$ 504.52	-	\$ -	\$ 3,195.29	
Ramer, Joseph	\$ 1,493.54	\$ -	-	\$ -	-	\$ -	\$ 1,493.54	
Nevis, James	\$ 2,300.77	\$ -	10.50	\$ 452.96	-	\$ -	\$ 2,753.73	
Magallon, Peter	\$ 2,413.43	\$ -	8.50	\$ 384.64	-	\$ -	\$ 2,798.07	
Belding, Jeff	\$ 2,357.08	\$ -	-	\$ -	-	\$ -	\$ 2,357.08	
Antuna, Eric	\$ 2,138.07	\$ -	9.00	\$ 115.09	-	\$ -	\$ 2,253.16	9.75
Nelson, Christopher J	\$ 3,114.46	\$ -	16.50	\$ 485.25	-	\$ -	\$ 3,599.71	
Tiwana, Manpreet	\$ 1,957.92	\$ -	-	\$ -	3.50	\$ 21.41	\$ 1,979.34	
Blohm, Joseph	\$ 4,047.23	\$ -	-	\$ -	-	\$ -	\$ 4,047.23	
Rodriguez, Erika	\$ 1,902.46	\$ -	10.25	\$ 365.63	-	\$ -	\$ 2,268.09	

**CITY OF KERMAN  
PAYROLL REPORT**

*Agenda Item 4.B.1*

**PAY PERIOD: November 09, 2014 - November 22, 2014**

EMPLOYEE	SALARY	& Other	OVERTIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
Lehman, Dustin	\$ 1,767.23	\$ -	16.00	\$ 265.09	-	\$ -	\$ 2,032.32	
Antuna, Miguel	\$ 1,035.00	\$ -	-	\$ -	-	\$ -	\$ 1,035.00	
Ledezma, Linda	\$ 1,199.54	\$ -	-	\$ -	-	\$ -	\$ 1,199.54	
Medina-Labetiaux, EJ	\$ 1,746.47	\$ -	-	\$ -	-	\$ -	\$ 1,746.47	
Seroka, Dylan	\$ 750.00	\$ -	-	\$ -	-	\$ -	\$ 750.00	
Chacon, Anthony	\$ 888.00	\$ -	-	\$ -	-	\$ -	\$ 888.00	
Moon, Nathan	\$ 1,050.00	\$ -	-	\$ -	-	\$ -	\$ 1,050.00	
<b>TOTAL:</b>	<b>\$ 54,168.12</b>	<b>\$ -</b>	<b>150.75</b>	<b>\$ 4,247.02</b>	<b>3.50</b>	<b>\$ 21.41</b>	<b>\$ 58,436.55</b>	<b>20.25</b>

**PUBLIC WORKS**

Gonzales, Ruben	\$ 2,011.38	\$ -	-	\$ -	-	\$ -	\$ 2,011.38	
Rodriguez, Joe	\$ 1,964.77	\$ -	-	\$ -	-	\$ -	\$ 1,964.77	
Prieto, Ruben	\$ 1,762.15	\$ -	-	\$ -	-	\$ -	\$ 1,762.15	
Gruce, Robert	\$ 2,478.00	\$ -	-	\$ -	-	\$ -	\$ 2,478.00	
Hearld, Douglas	\$ 542.94	\$ -	-	\$ -	-	\$ -	\$ 542.94	
Madruza, Lydia	\$ 1,964.77	\$ -	-	\$ -	-	\$ -	\$ 1,964.77	
Ramirez, Manuel	\$ 1,830.92	\$ -	2.00	\$ 68.66	-	\$ -	\$ 1,899.58	
Chavez, Fernando M.	\$ 2,368.15	\$1,184.22	10.00	\$ 473.63	21.00	\$ 621.64	\$ 4,647.65	
Gastelum, Humberto	\$ 1,924.15	\$ 938.48	15.00	\$ 637.38	23.25	\$ 559.21	\$ 4,059.22	
Barajas, Michael	\$ 1,871.08	\$ -	-	\$ -	-	\$ -	\$ 1,871.08	
Castro, Joseph	\$ 1,785.69	\$ -	-	\$ -	-	\$ -	\$ 1,785.69	
Arechiga, Pastor	\$ 1,639.38	\$ -	-	\$ -	-	\$ -	\$ 1,639.38	
Sanchez, Daniel	\$ 1,465.38	\$ -	-	\$ -	-	\$ -	\$ 1,465.38	
Zapata, Domingo	\$ 1,945.85	\$ -	-	\$ -	-	\$ -	\$ 1,945.85	6.00
Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	
Vallejo, Edward	\$ 1,992.55	\$ -	-	\$ -	-	\$ -	\$ 1,992.55	
Palacios, Jesus	\$ 580.00	\$ -	-	\$ -	-	\$ -	\$ 580.00	
Isaak, Denise	\$ 1,396.62	\$ -	-	\$ -	-	\$ -	\$ 1,396.62	
Duarte, Leonardo	\$ 580.00	\$ -	-	\$ -	-	\$ -	\$ 580.00	
Tinoco, Alfonso	\$ 580.00	\$ -	-	\$ -	-	\$ -	\$ 580.00	
Garcia, Carlos Jr	\$ 580.00	\$ -	-	\$ -	-	\$ -	\$ 580.00	
<b>TOTAL</b>	<b>\$ 35,117.65</b>	<b>\$2,122.70</b>	<b>27.00</b>	<b>\$ 1,179.67</b>	<b>\$ 44.25</b>	<b>\$1,180.85</b>	<b>\$ 39,600.86</b>	<b>6.00</b>

**PLANNING**

Pimentel, Olivia	\$ 2,199.23	\$1,047.23	-	\$ -	-	\$ -	\$ 3,246.46	
Kufis, Chris	\$ 2,392.62	\$ -	-	\$ -	-	\$ -	\$ 2,392.62	
<b>TOTAL</b>	<b>\$ 4,591.85</b>	<b>\$1,047.23</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 5,639.08</b>	<b>0.00</b>

**PLANNING**

Epperson, R	\$ -	Dhaliwal	\$ 125.00
Lopez, M	\$ -	Wilcox	\$ 125.00
Bandy, R	\$ -	Yep	\$ 125.00
Harris, J	\$ -	Fox	\$ 125.00
Melgoza, G	\$ -	Nijjer	\$ 125.00
Nehring, K	\$ -		
Kehler, E	\$ -		
Wettlaufer, K	\$ -		
<b>Total</b>	<b>\$ -</b>	<b>Total</b>	<b>\$ 625.00</b>

<b>GRAND TOTAL:</b>	<b>\$126,127.45</b>	<b>\$4,111.47</b>	<b>179.25</b>	<b>\$5,474.21</b>	<b>989.29</b>	<b>\$1,202.26</b>	<b>\$136,915.39</b>	<b>26.25</b>
---------------------	---------------------	-------------------	---------------	-------------------	---------------	-------------------	---------------------	--------------

**CITY OF KERMAN  
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

**PAY PERIOD 11/9/14 - 11/22/14**

**POLICE DEPARTMENT**

**Overtime Categories - Number of Hours**

Regular Overtime	Court	Shift Coverage	SID	Training	Holiday Overtime	Special Events	Total
4	5.25	26	25.5	6	82	2	150.75
(see notes below for overtime description)							

**DOUBLE TIME: (Sunday)**

**PUBLIC WORKS DEPARTMENT**

Sub Total 0  
150.75

**Overtime Categories - Number of Hours**

Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total
2	8			4	4	18
(see notes below for overtime description)						

**DOUBLE TIME: (Sunday)**

**COMMUNITY SERVICES DEPARTMENT**

Sub Total 9  
27.0

**Overtime Categories - Number of Hours**

Regular Overtime	After Hour Event	Total
		0
		0
		Sub Total
		0

**FINANCE / PLANNING DEPARTMENTS**

**Overtime Categories - Number of Hours**

Regular Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit	Total
	1.5				1.5
					Sub Total
					1.5

**Total Hours (All Departments)** 179.25

**POLICE DEPARTMENT:**

- Regular Overtime – 4 hrs staff mtg
- Court – 5.25 hrs court proceedings
- Shift Coverage – 26 hrs. Due to officers being on vacation, training and vacancy.
- Special Investigation Division (SID) – 25.5 hrs. Search warrant service
- Training – 2 hrs range training, 4 hrs interview course
- Holiday Overtime – 82 hrs - Officers working on a holiday get paid OT 1/2 time.
- Special Events - 2 hrs neighborhood watch mtg

**PUBLIC WORKS DEPARTMENT:**

- Water Service - Includes 2 hrs overtime for shut-off and turn-on of service, all water related emergencies.
- Sewer Emergencies - 8 hrs OT - SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related)
- Animal Control - 1 hr DT - Vicious or dead animals. (not normally used for stray animals)
- Special Events - Harvest Festival, Pageantry of Lights, National Night Out Water Conservation booth, Portuguese Parade, 3rd of July, including set up and clean up
- Other - 4 hrs OT & 2 hrs DT- Met Quinn at City Yard, 2 Alarms, Lock Scout Hut, Lock Comm Ctr
- Call Back - Any emergencies where additional employees are called to assist.
- On-Call Duties 4 hours overtime and 6 hours double time for reading and recording flow meters on wells and sewer plant, feed and clean kennels, verify WWTP running effectively, etc. OT is for two weekends and/or any holidays

**COMMUNITY SERVICES DEPARTMENT**

- Regular Overtime – On occasion, but very rare due to the amount of part-time employees
- After Hour Event – Occurs only if a full-time employee would have to stay for clean-up or as a facility attendant.

**FINANCE / PLANNING DEPARTMENTS**

- Regular Overtime - Only as needed
- Utility Billing - 1.5 hrs - Completed on the 1st of each month
- Payroll - Completed bi-weekly
- Dog Clinic - Once a year clinic held after business hours
- Year-End Audit - Completed over a period of time at the end of each fiscal year.

# Accounts Payable

## Checks by Date - Detail by Check Date

User: dgonzalez  
 Printed: 11/25/2014 11:52 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	Employment Development Department	11/14/2014	
	80414	VAR- 2ND QTR EMPLOYMENT TAX J. PALA		316.00
	80414	VAR- 2ND QTR EMPLOYMENT TAX G. VAL		625.50
	80414	VAR- 2ND QTR EMPLOYMENT TAX G. VAL		312.75
	80414	VAR- 2ND QTR EMPLOYMENT TAX G. VAL		312.75
Total for this ACH Check for Vendor 10147:				1,567.00
ACH	10517	Federal Taxes-Payroll	11/14/2014	
	11142014	*C PAYROLL TAX DEPOSIT- 11/14/14		14,707.19
	11142014	*C PAYROLL TAX DEPOSIT- 11/14/14		15,968.74
	11142014	*C PAYROLL TAX DEPOSIT- 11/14/14		3,734.52
Total for this ACH Check for Vendor 10517:				34,410.45
ACH	10518	Kerman Police Officers Assn.	11/14/2014	
	11142014	*C MEMBERSHIP DUES- 11/14/14		18.12
Total for this ACH Check for Vendor 10518:				18.12
ACH	10519	Kerman Municipal Employees Assn.	11/14/2014	
	11142014	*C MEMBERSHIP DUES- 11/14/14		180.00
Total for this ACH Check for Vendor 10519:				180.00
ACH	10520	ICMA-RC	11/14/2014	
	11142014	*C DEFERRED COMP - 11/14/14		1,885.33
Total for this ACH Check for Vendor 10520:				1,885.33
ACH	10522	CalPERS	11/14/2014	
	10312014	*C EMPLOYEE CONTRIBUTION		11,980.79
	10312014	*C EMPLOYER CONTRIBUTION		7,844.96
	10312014	ROUNDING ADJ		0.09
Total for this ACH Check for Vendor 10522:				19,825.84
5354	10616 00216596	AAA QUALITY SERVICES, INC. CS- FENCE RENTAL KATEYS KIDS PARK	11/14/2014	
Total for Check Number 5354:				81.17
5355	10010	ACCONTEMPS	11/14/2014	
	41622298	FIN-TEMP AGENCY PERSONNEL-40		34.00
	41622298	FIN-TEMP AGENCY PERSONNEL-40		238.00
	41622298	FIN-TEMP AGENCY PERSONNEL-40		204.00
	41622298	FIN-TEMP AGENCY PERSONNEL-40		170.00
	41622298	FIN-TEMP AGENCY PERSONNEL-40		34.00
	41622299	FIN-TEMP AGENCY PERSONNEL-40		34.00
	41622299	FIN-TEMP AGENCY PERSONNEL-40		238.00
	41622299	FIN-TEMP AGENCY PERSONNEL-40		204.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	41622299	FIN-TEMP AGENCY PERSONNEL-40		170.00
	41622299	FIN-TEMP AGENCY PERSONNEL-40		34.00
Total for Check Number 5355:				1,360.00
5357	10617 314690	C.A. REDING CO., INC. BPO-LANIER/MP C3503 COPIER	11/14/2014	67.49
Total for Check Number 5357:				67.49
5358	10078 11142014	CALIFORNIA STATE DISBURSEMENT *C WAGE ASSIGNMENT P/R DATE 11/14/201	11/14/2014	257.80
Total for Check Number 5358:				257.80
5359	10079 87297 87298	CAMCO SWR- SUPPLIES UNDER \$50.00 BPO- REPAIR KIT, TUBING	11/14/2014	9.05 54.52
Total for Check Number 5359:				63.57
5360	10452 K102914 K102914 K103014	CITY OF FRESNO WMD WTR-LAB ANALYSIS SWR-LAB ANALYSIS WTR-LAB ANALYSIS	11/14/2014	30.00 67.00 67.50
Total for Check Number 5360:				164.50
5361	10109 102814	COUNTY OF FRESNO PD-SEPT 2014 PARKING ACTIVITY	11/14/2014	25.00
Total for Check Number 5361:				25.00
5362	10445 512924 512924	DELTA LIGHTING PRODUCTS INC. CTC- LIQUID ENZYME- PROPRIETARY CTC- S & H	11/14/2014	476.76 55.56
Total for Check Number 5362:				532.32
5363	10458 KERMPD-103014	RAUL HERRERA ECN POLYGRAPH AN PD- PRE-EMPLOYMENT POLY K. GODFREY	11/14/2014	150.00
Total for Check Number 5363:				150.00
5364	10612 G513380	EQUIPARTS CS- FOUNTAIN REPAIR KIT & LAV FAUCET	11/14/2014	274.08
Total for Check Number 5364:				274.08
5365	10491 1839 1839	FORENSIC NURSE SPECIALISTS, INC. PD-SEXUAL ASSAULT EXAM 14-2462 PD-SEXUAL ASSAULT EXAM 14-2481	11/14/2014	900.00 900.00
Total for Check Number 5365:				1,800.00
5366	10162 SO12030 SO12031 SO12059	FRESNO COUNTY TREASURER PD-DISPATCHING SERVICE NOV 2014 PD-OCT 2014 RMS/JMS/CAD ACCESS FEES PD-OCT PRISONER PROCESSING SERVICE	11/14/2014	17,780.36 167.29 144.00
Total for Check Number 5366:				18,091.65
5367	10166	FRESNO/MADERA AGENCY ON AGING	11/14/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	1053	NUT- NUTRITION MEAL		37.73
	1053	NUT- NUTRITION SITE SUPPLIES		249.42
Total for Check Number 5367:				287.15
5368	10191	H & J CHEVROLET INC	11/14/2014	
	CTCS51037	V/E REPL. SHIFTER HOUSING #1374		526.82
	CVW17462	V/E- FUEL PUMP FOR #1446		360.58
	CVW17778	V/E- CRED-CTCS51037 QUOTE UNDER \$500		-67.34
Total for Check Number 5368:				820.06
5369	10194	HD SUPPLY WATERWORKS, LTD	11/14/2014	
	D144785	SWR- 50LB SPEC PLUG HYDRAULIC CEMENT		32.47
Total for Check Number 5369:				32.47
5370	10198	HENRY, LOGOLUSO, & BLUM	11/14/2014	
	22156	CC-OCTOBER LEGAL FEES MONTHLY MTG		500.00
	22157	CC- PACIFIC MOUNTAIN PARTNERS		126.00
	22159	CC- GENERAL ONG		1,908.00
	22160	CC- PERSONNEL - ONG		948.00
	22162	CC- PITCHESSE MOTIONS/MOTION TO QUASH		723.90
	22163	CC- WATER DEPT - ONG		24.00
Total for Check Number 5370:				4,229.90
5371	10199	HOME DEPOT CREDIT SERVICES	11/14/2014	
	9276173	CS-TRASH PICK UP TOOLS (2)		194.81
	9276173	CS-PD APPLIANCES BALANCE DIFFERENCE		189.00
Total for Check Number 5371:				383.81
5372	10205	INDEPENDENT STATIONERS	11/14/2014	
	IN-000471569	CS- TICKETS FOR BREAKFAST W/ SANTA		12.59
Total for Check Number 5372:				12.59
5373	10459	KERMAN PARTS SALES	11/14/2014	
	120116	VE BATTERY FOR PAINTING MACHINE		40.25
Total for Check Number 5373:				40.25
5374	10282	OFFICE DEPOT	11/14/2014	
	736575981001	FIN-2 MOTOROLA CABLES		88.55
	7365760043001	SWR- COPY PAPER		19.80
	7365760043001	WTR- COPY PAPER		19.79
	736576042001	WTR- INK		4.10
	736720017001	BPO-OFFICE SUPPLIES		214.27
	736926840001	PD-OFFICE SUPPLIES LABELS		73.57
	737076473001	BPO-OFFICE SUPPLIES		70.98
	737843395001	WTR-COPY PAPER LEGAL SIZE		30.29
	737843395001	SWR-COPY PAPER LEGAL SIZE		30.29
Total for Check Number 5374:				551.64
5375	10285	ONTRAC	11/14/2014	
	8078633	BPO-PLAN CHECK OVERNIGHT DELIVERY		33.83
Total for Check Number 5375:				33.83
5376	10289	P.G.& E.	11/14/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	OCT 14	ADM-MONTHLY UTILITIES-6825025396-7		1,303.07
	OCT 14	WTR- SWR/SD-5467738309-0		26,476.24
	OCT 14	WTR- SWR/SD-5467738309-0		160.91
	OCT 14	WTR- SWR/SD-5467738309-0		20.36
	OCT 14	WTR- SWR/SD-5467738309-0		49.14
	OCT 14	PD- 4647279811-8 10/02/14-10/30/14 ELECTR		1,394.76
	OCT 14	PD- 4647279811-8 10/02/14-10/30/14 GAS		39.56
	OCT 14	BPO- 5741309690-0 FOR 092614-102614		458.56
	OCT 14	STRT- MONTHLY SERVICE 100114-102914		3,912.19
	OCT 14	LLD- 4055166879-9 MONTHLY SERVICE 100		1,448.44
	OCT 14	LLD- 4055166879-9 INSTALLMENT LOAN L		1,207.83
	OCT 14	CS- TRANSIT BUS FUEL - OCTOBER ACCT#		350.67
Total for Check Number 5376:				36,821.73
5377	10599 54266	PARADISE PRINTING WTR- CITATION/DOOR HANGER WATER C	11/14/2014	273.82
Total for Check Number 5377:				273.82
5378	10314 7416067 7416067	QUILL CORPORATION WTR-COPY PAPER SWR-COPY PAPER	11/14/2014	81.38 81.38
Total for Check Number 5378:				162.76
5379	10331 58597	SEBASTIAN VE-RESET MOTION DETECTOR-PW SHOP	11/14/2014	240.00
Total for Check Number 5379:				240.00
5380	10332 10283217	SEBASTIAN PD- OCT T 1-LINE	11/14/2014	409.87
Total for Check Number 5380:				409.87
5381	10335 19381 19381 19381 19381 19381 19404 19487	SILVA FORD MADERA V/E-2 WHEEL COVERS FOR #1401 V/E- WINDOW REGULATOR FOR # 1401 V/E- WINDOW MOTOR ASSEMBLY FOR #14 V/E- CORE EXCHANGE V/E- SALES TAX V/E- TRUNK LOCK CYLINDER FOR # 1401 V/E- BRAKE MASTER CYLINDER FOR # 14	11/14/2014	140.86 83.50 78.34 30.00 26.62 61.57 153.47
Total for Check Number 5381:				574.36
5382	10337 C139984 C140096 C140676 Credit	SLUMBERGER LUMBER CS-BUILDINGS-MAINT/REPAIR SUPPLIES CS-COMM CTR MAINT/REPAIR SUPPLIES CS-PARKS-MAINT/REPAIR SUPPLIES CS-PENDING CREDIT	11/14/2014	25.91 34.42 98.20 -48.16
Total for Check Number 5382:				110.37
5383	10356 SII1376211	TASER INTERNATIONAL PD-REPLACEMENT TASER	11/14/2014	911.04
Total for Check Number 5383:				911.04
5384	10374 111818	TRITECH FORENSICS PD- EVIDENCE ENVELOPES	11/14/2014	102.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	111819	PD- EVIDENCE SUPPLIES TAPE DISPENSEI		49.39
			Total for Check Number 5384:	151.39
5385	10391	VALLEY FARM SUPPLY STORES	11/14/2014	
	OFF1K101421	V/E COMP OXYGEN - FOR WELDER		59.50
	OFF1K101558	BPO- STIHL CHAINS NOZZLE		68.99
	OFF1K101650	WTR-SUPPLIES 50% TO WATER		10.81
	OFF1K101650	SWR-SUPPLIES 50% TO SEWER		10.81
	OFF2K101476	V/E PARTS FOR POWER TRIM EDGER		67.23
	OFF2K101487	WTR- SUPPLIES CHARGE 50% TO WATER		7.67
	OFF2K101487	SWR- SUPPLIES CHARGE 50% TO SEWER		7.68
	OFF2K101541	STRTC - BUNGEE CORD		1.83
	OFF2K101563	V/E -KEYS FOR # 1373 EXT. CORDS -2		50.82
	VARIOUS	WTR- SUPPLIES (3 INVOICES < \$50.00)		26.55
	VARIOUS	V/E - SUPPLIES (4 INVOICES<\$50)		95.53
	VARIOUS	SWR- SUPPLIES (5 INVOICES <\$50)		107.11
			Total for Check Number 5385:	514.53
5386	10399 209844	VETERINARY MEDICAL CENTER AAC- 1 EUTHANASIA OF ANIMALS	11/14/2014	22.40
			Total for Check Number 5386:	22.40
5387	10412	XEROX CORPORATION	11/14/2014	
	076726192	SWR- COPIER LEASE AGREEMENT - OCT 1		83.31
	076726192	WTR- COPIER LEASE AGREEMENT - OCT 1		83.31
	76726191	PD- OCT COPIER SERVICE 092414 TO 10241		396.58
			Total for Check Number 5387:	563.20
5388	10615 839	ROSALINDA LOPEZ Z CTC- FACILITY USE REFUND - 11/15/14	11/14/2014	100.00
			Total for Check Number 5388:	100.00
			Total for 11/14/2014:	128,001.49
5390	10064 12208	CAL VALLEY PRINTING REC- TENNIS T-SHIRTS	11/17/2014	550.80
			Total for Check Number 5390:	550.80
5391	10633 111414	AMY VIDAL Z *C-UTILITY DEPOSIT REFUND @ 856 S 1ST	11/17/2014	116.46
			Total for Check Number 5391:	116.46
5392	10624 111414	BEAU & JULIE WEISS Z *C-UTILITY DEPOSIT REFUND @ 15868 OR	11/17/2014	85.89
			Total for Check Number 5392:	85.89
5393	10627 111414	DORA & ANTHONY SMITH Z *C- UTILITY DEPOSIT REFUND @ 702 S 4TH	11/17/2014	113.40
			Total for Check Number 5393:	113.40
5394	10626 111414	FRANCISCO ZEPEDA Z *C - UTILITY DEPOSIT REFUND @ 687 S 3R	11/17/2014	84.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 5394:	84.32
5395	10631 111414	GUARANTEE REAL ESTATE Z *C- UTILITY DEPOSIT REFUND @ 15608 W	11/17/2014	90.01
			Total for Check Number 5395:	90.01
5396	10634 111414	JASON METCALF Z *C-UTILITY DEPOSIT REFUND @ 16013 W	11/17/2014	40.61
			Total for Check Number 5396:	40.61
5397	10635 111414	JOHN ESTES Z *C-UTILITY DEPOSIT REFUND @ 15647 WC	11/17/2014	15.18
			Total for Check Number 5397:	15.18
5398	10628 111414	JOSE S & MA ELENA QUEZADA Z *C-UTILITY DEPOSIT REFUND @ 14568 W	11/17/2014	135.68
			Total for Check Number 5398:	135.68
5399	10625 111414 111414 111414	KERMAN AG RESOURCES Z *C-UTILITY DEPOSIT REFUND @ 1100 S M. *C-UTILITY DEPOSIT REFUND @ 1100 S M. *C-UTILITY DEPOSIT REFUND @ 1100 S M.	11/17/2014	405.29 175.13 537.41
			Total for Check Number 5399:	1,117.83
5400	10622 111414	LUPE LEDESMA Z *C-UTILITY DEPOSIT REFUND @ 525 S SIS	11/17/2014	19.52
			Total for Check Number 5400:	19.52
5401	10630 111414	MARIA G CEJA C Z *C-UTILITY DEPOSIT REFUND @ 16054 W	11/17/2014	100.58
			Total for Check Number 5401:	100.58
5402	10623 111414	MDS CONSTRUCTION INC. Z *C- UTILITY DEPOSIT REFUND @ 15120 W	11/17/2014	40.48
			Total for Check Number 5402:	40.48
5403	10620 11142014	MILLENNIUM CONSTRUCTION GR OF *C UTILITY DEPOSIT REFUND @ 16079 W I	11/17/2014	121.58
			Total for Check Number 5403:	121.58
5404	10632 111414	REBECCA HERNANDEZ Z *C-UTILITY DEPOSIT REFUND @ 574 S 9TH	11/17/2014	62.27
			Total for Check Number 5404:	62.27
5405	10636 111414	ROSA & HUGO SANCHEZ Z *C-UTILITY DEPOSIT REFUND @ 15920 W I	11/17/2014	139.62
			Total for Check Number 5405:	139.62
5406	10621 111414 111414	TERESA LOVDAL OR JOHN D FIGONE *C-UTILITY DEPOSIT REFUND @ 16045 W I *C-UTILITY DEPOSIT REFUND @ 16045 W I	11/17/2014	150.00 54.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 5406:	204.65
5407	10629 111414	VERNIE WRIGHT Z *C-UTILITY DEPOSIT REFUND @ 15473 W I	11/17/2014	77.40
			Total for Check Number 5407:	77.40
			Total for 11/17/2014:	3,116.28
ACH	10147 11142014 11142014	Employment Development Department *C PR TAX DEPOSIT - 11/14/14-SDI PAYABL *C PR TAX DEPOSIT - 11/14/14-SIT PAYABL	11/19/2014	1,231.75 3,958.65
			Total for this ACH Check for Vendor 10147:	5,190.40
5408	10643 11172014	105 HOWARD STREET INC SD-DEV IMPACT FEE CREDIT TR 5416	11/19/2014	21,724.00
			Total for Check Number 5408:	21,724.00
5409	10616 216596	AAA QUALITY SERVICES, INC. CS-FENCE RENTAL KATEY'S KIDS PARK	11/19/2014	36.59
			Total for Check Number 5409:	36.59
5410	10010 41676187 41676187 41676187 41676187 41676187 41676188 41676188 41676188 41676188 41676188 41676188	ACCONTEMP FIN-TEMP AGENCY PERSONNEL 36 HRS FIN-TEMP AGENCY PERSONNEL 40 HRS	11/19/2014	30.60 214.20 183.60 153.00 30.60 170.00 34.00 34.00 238.00 204.00
			Total for Check Number 5410:	1,292.00
5411	10014 10222014 120114 17565 28032 76388	ADMINISTRATIVE SOLUTIONS, INC HR-OCT SEC 125 EMPLOYEE CONT HR-DECEMBER EMPLOYER FLEX PLAN HR-DECEMBER DENTAL CLAIMS FUNDING HR-DECEMBER BLUE SHIELD PLAN ADMIN HR-DECEMBER SEC 125 PLAN ADMIN	11/19/2014	1,698.18 9,600.00 4,143.66 750.00 90.00
			Total for Check Number 5411:	16,281.84
5412	10019 507167	AFLAC HR-NOV EMPLOYEE VOLUNTARY INS	11/19/2014	200.68
			Total for Check Number 5412:	200.68
5413	10504 5324184358 5324189446	AUTOZONE V/E INTAKE MANIFOLD #1401 V/E ALTERNATOR CONNECTOR #1420	11/19/2014	206.99 18.19
			Total for Check Number 5413:	225.18
5414	10054	BLUE SHIELD OF CALIFORNIA	11/19/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	143210005368	HR-DECEMBER MEDICAL COVERAGE		24,190.95
	143210005368	HR-DECEMBER COBRA COVERAGE		263.81
			Total for Check Number 5414:	24,454.76
5415	10060	BRYANT L JOLLEY, CPA'S	11/19/2014	
	11122014	FIN-FISCAL YEAR ENDING 06/30/14 AUDIT		14,300.00
	11122014	FIN-FISCAL YEAR ENDING 06/30/14 AUDIT		4,800.00
	11122014	FIN-FISCAL YEAR ENDING 06/30/14 AUDIT		3,500.00
	11122014	FIN-FISCAL YEAR ENDING 06/30/14 AUDIT		4,000.00
	11122014	FIN-FISCAL YEAR ENDING 06/30/14 AUDIT		3,500.00
			Total for Check Number 5415:	30,100.00
5416	10641	CAPISTRANO KEARNEY INC	11/19/2014	
	11172014	STRT-DEV IMPACT FEE CREDIT TR 5191		15,059.00
			Total for Check Number 5416:	15,059.00
5417	10640	CENTRAL VALLEY PRESORT, INC.	11/19/2014	
	20173928	FIN-VAR-UTILITY ENVELOPES		461.90
	20173928	FIN-VAR-UTILITY ENVELOPES		392.62
	20173928	FIN-VAR-UTILITY ENVELOPES		300.24
			Total for Check Number 5417:	1,154.76
5418	10452	CITY OF FRESNO WMD	11/19/2014	
	K102214	WTR-LAB ANALYSIS		30.00
	K102214	WTR-LAB ANALYSIS		67.00
	K110514	WTR-LAB ANALYSIS		75.00
	K110514	SWR-LAB ANALYSIS		77.00
			Total for Check Number 5418:	249.00
5419	10490	CLAUDIA FLETCHER	11/19/2014	
	AUGUST 2014	CS-KERMAN INN MURAL FRAMED PICTU		214.29
			Total for Check Number 5419:	214.29
5420	10097	CLEANSOURCE	11/19/2014	
	5119877-00	CTC-JANITORIAL SUPPLIES		394.98
	5119877-01	CTC-JANITORIAL SUPPLIES		124.72
	5122724-00	CTC-JANITORIAL SUPPLIES		485.40
			Total for Check Number 5420:	1,005.10
5421	10104	COMCAST	11/19/2014	
	815550021014764	TECH-TECHNOLOGY SERVICES 11/14/14-12		163.92
			Total for Check Number 5421:	163.92
5422	10106	CONSOLIDATED EDISON SOLUTIONS	11/19/2014	
	2435766	SWR-SOLAR POWER 63,998 KWH 100114-11		7,833.33
			Total for Check Number 5422:	7,833.33
5423	10114	CROWN SHORT LOAD CONCRETE	11/19/2014	
	61980	CS-CONCRETE FOR KATEYS KIDS PARK		426.14
			Total for Check Number 5423:	426.14
5424	10124	DELRAY TIRE & RETREADING	11/19/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	443818	V/E - 4 TIRES FOR STOCK		463.19
			Total for Check Number 5424:	463.19
5425	10153	FACTORY MOTOR PARTS CO.	11/19/2014	
	43-Z00625	V/E- BATTERY# 1397		113.96
	43-Z00776	V/E- BATTERY# 1461 & 1397		150.33
	43-Z00777	V/E- BATTERY CORE CREDIT		-16.23
	43-Z00991	V/E- WARRANTY PRO-RATE		18.15
	4301-6431	V/E- PREVIOUS CREDITS		-260.16
			Total for Check Number 5425:	6.05
5426	10154	FASTENAL COMPANY	11/19/2014	
	CAFR249106	STRTC- WHITE PAINT 12		32.08
	CAFR249315	WTR-TEFLON TAPE 4		1.21
	CAFR249315	LLD-EAR PLUGS 8		8.64
	CAFR249315	LLD-LO SMK 2.5 GAL MIX 3		16.57
	CAFR249315	WTR- BLUE PAINT 12		32.08
			Total for Check Number 5426:	90.58
5427	10175	G & K SERVICES, INC	11/19/2014	
	MISC	VAR-UNIFORMS MATS, SUPPLIES		3.66
	MISC	VAR-UNIFORMS MATS, SUPPLIES		30.77
	MISC	VAR-UNIFORMS MATS, SUPPLIES		23.96
	MISC	VAR-UNIFORMS MATS, SUPPLIES		1,026.60
	MISC	VAR-UNIFORMS MATS, SUPPLIES		80.56
	MISC	VAR-UNIFORMS MATS, SUPPLIES		68.00
	MISC	VAR-UNIFORMS MATS, SUPPLIES		1.72
	MISC	VAR-UNIFORMS MATS, SUPPLIES		8.95
	MISC	VAR-UNIFORMS MATS, SUPPLIES		14.75
	MISC	VAR-UNIFORMS MATS, SUPPLIES		27.95
	MISC	VAR-UNIFORMS MATS, SUPPLIES		11.43
	MISC	VAR-UNIFORMS MATS, SUPPLIES		50.09
			Total for Check Number 5427:	1,348.44
5428	10183	GRAFIX SHOPPE	11/19/2014	
	97098	V/E GRAPHIC KIT#K01		216.00
	97098	V/E BLK ROOF NUMBER #K01		22.00
	97098	V/E-SHIPPING		20.38
			Total for Check Number 5428:	258.38
5429	10205	INDEPENDENT STATIONERS	11/19/2014	
	IN-000472840	CS-SENIOR CTR MAILING LABELS		11.97
			Total for Check Number 5429:	11.97
5430	10218	JEANNA BURDINE-SLAVEN	11/19/2014	
	110614	CS-REIMBURSEMENT SR THANKSGIVING		43.29
			Total for Check Number 5430:	43.29
5431	10219	JENSEN & PILEGARD	11/19/2014	
	345623	V/E PULLEY EDGER HEAD		42.05
			Total for Check Number 5431:	42.05
5432	10222	JERRY'S AUTOMOTIVE	11/19/2014	
	111114	V/E-REPL TEMP BLEND ACTIVATOR #1467		344.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 5432:	344.00
5433	10236 021895	KERMAN RADIATOR SERVICE V/E NEW RADIATOR 72" TORO MOWER	11/19/2014	350.91
			Total for Check Number 5433:	350.91
5434	10238 150171	KERMAN UNIFIED SCHOOL DIST CS-PG&E BALLFIELD LIGHTS GOLDENRO	11/19/2014	1,645.31
			Total for Check Number 5434:	1,645.31
5435	10637 120314	LIBERTY PFC REC-VENDOR FEE @ LIBERTY ELEMENTA	11/19/2014	50.00
			Total for Check Number 5435:	50.00
5436	10259 143143088101	MES VISION HR-DECEMBER VISION PREMIUM	11/19/2014	652.05
			Total for Check Number 5436:	652.05
5437	10272 352140354 352140354 352140354 352140354 352140354	MUTUAL OF OMAHA HR-DECEMBER LTD INS EMPLOYEE HR-DECEMBER LTD INS EMPLOYER HR-DECEMBER LIFE INSURANCE HR-DECEMBER VOLUNTARY LIFE HR-JULY & AUGUST LIFE & LTD INS ADJ	11/19/2014	379.74 379.73 356.51 951.41 52.86
			Total for Check Number 5437:	2,120.25
5438	10273 14641 15872 16624 16911 17124 17365 17702 18033 18358 18764 19200 19557	NAFFA INTERNATIONAL INC BPO-PLAN CHECK FEES BPO-PLAN CHECK FEES	11/19/2014	1,729.63 916.67 321.29 2,568.15 1,041.31 2,863.33 1,223.45 3,487.85 2,849.23 2,719.12 708.46 1,443.42
			Total for Check Number 5438:	21,871.91
5439	10282 735443527001 735443527001 735444696001 735444696001 740060530001 740060530001	OFFICE DEPOT WTR-2 DRWLOCKING FILE CABINET SWR-2 DRWLOCKING FILE CABINET WTR-HEAVY GAUGE PAPER/MARKERS/ER SWR-HEAVY GAUGE PAPER/MARKERS/ER WTR-PAPER FOR SHUT OFF NOTICES SWR-PAPER FOR SHUT OFF NOTICES	11/19/2014	31.52 31.51 7.72 7.71 11.66 11.65
			Total for Check Number 5439:	101.77
5440	10457 335742 335742 335742	OFFICEMAX INC. WTR-CASE OF PAPER V/E PRINTER INK - HUMBERTO V/E BLACK PRINTER INK ROBERT	11/19/2014	35.39 43.39 37.27

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	335742	V/E TRI COLOR PRINTER INK - ROBERT		33.01
	335742	STRTC-TRI COLOR PRINTER INK-KEN		38.36
	335742	WTR-DESK CALENDAR-DENISE		6.50
Total for Check Number 5440:				193.92
5441	10305	PITNEY BOWES PURCHASE POWER	11/19/2014	
	599971	VAR-POSTAGE FOR METER		2.92
	599971	VAR-POSTAGE FOR METER		1.31
	599971	VAR-POSTAGE FOR METER		2.31
	599971	VAR-POSTAGE FOR METER		64.57
	599971	VAR-POSTAGE FOR METER		8.94
	599971	VAR-POSTAGE FOR METER		12.40
	599971	VAR-POSTAGE FOR METER		42.83
	599971	VAR-POSTAGE FOR METER		39.45
	599971	VAR-POSTAGE FOR METER		10.17
	599971	VAR-POSTAGE FOR METER		38.67
	599971	VAR-POSTAGE FOR METER		39.48
Total for Check Number 5441:				263.05
5442	10420	SPRINT	11/19/2014	
	622685312-156	VAR-MONTHLY CELLULAR SERVICE		26.74
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		26.74
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		198.65
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		32.47
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		22.92
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		49.67
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		137.53
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		84.04
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		76.40
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		26.74
	622685312-156	VAR-MONTHLY CELLULAR SERVICE 10/12		38.20
Total for Check Number 5442:				720.10
5443	10344 9185	STATE OF CALIFORNIA STRT-STREET LIGHT PRIN & INT PMT #5 O	11/19/2014	
				5,032.35
Total for Check Number 5443:				5,032.35
5444	10441	TURF STAR INC.	11/19/2014	
	6872706-00	V/E-COVER PUMP FOR 72" TORO MOWER		35.12
	6872706-00	V/E-WATER PUMP FOR 72" TORO MOWER		147.35
Total for Check Number 5444:				182.47
5446	10644 265491274	US BANK EQUIPMENT FINANCE BPO-LANIER/MP C3503 COPIER MONTHLY	11/19/2014	
				248.92
Total for Check Number 5446:				248.92
5447	10389 28799	VALLEY AIR CONDITIONING BPO-DIAG. AC - 942 S MADERA	11/19/2014	
				77.00
Total for Check Number 5447:				77.00
5448	10392	VALLEY FOOD CENTER	11/19/2014	
	111314	REC- LOCK IN SUPPLIES		154.69
	111314	REC- HACIENDA HEIGHTS SNACK SUPPLI		10.97
	111314	REC- HACIENDA HEIGHTS SNACK SUPPLI		3.30
	111314	REC- HACIENDA HEIGHTS SNACK SUPPLI		46.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	111314	REC-CREDIT DUE TO PREVIOUS OVERPAY		-8.05
			Total for Check Number 5448:	207.14
5449	10401 IN15624705	WALLY'S TIRE AND WHEEL V/E- 1 REAR TIRE FOR #1373	11/19/2014	191.21
			Total for Check Number 5449:	191.21
5450	10642 11172014	JOHN H. & MARJOLEIN F. WARKENTII STRT-DEV IMPACT FEE CREDIT TR 5191	11/19/2014	6,628.00
			Total for Check Number 5450:	6,628.00
5451	10406 45258 45258	WEST HILLS OIL, INC V/E FUEL OCT 10/16-31/14 1252.063 GAL V/E OVERPMT	11/19/2014	4,267.01 -3.47
			Total for Check Number 5451:	4,263.54
5452	10412 076726193 76726190 76726190	XEROX CORPORATION CS-REC DEPT COPIER - OCTOBER ADM-COPIER LEASE ADM-PRINT CHARGES @ .006400	11/19/2014	263.90 267.99 169.33
			Total for Check Number 5452:	701.22
5453	10413 32407 32408 32409 32410 32411 32412 32413 32414 32415 32416 32417 32418 32419 32420 32421 32422 32423 32424 32425 32426 32427 32428 32429	YAMABE & HORN ENGINEERING ENG-WHITESBRIDGE/VINELAND TRAFFIC ENG-GIS MAPPING ENG-TRACT NO 5478 WESTERN INS LAWS ENG-KATIES KIDS PARK ENG-GENERAL ENGINEERING ENG-WAL-MART ONSITE REVIEW ENG-MID VALLEY DISPOSAL EXPANSION ENG-STANISLAUS AVE/16TH ENG-MEDIAN TRANSITION PLAN ENG-VINELAND AVE WIDENING ENG-UPRR PEDESTRIAN & BICYCLE TRAI ENG-PANDA ESPRESS SPR ENG-PROP. 84 WATER METER PROJECT ENG-CALIFORNIA & MAY RECONSTRUCTI ENG-2014 STANDARDS UPDATE ENG-2014 STREET REPAIR PROJECT ENG-PAVEMENT MANAGEMENT SYSTEM ENG-KERMAN CROSSINGS PARCEL C SPR ENG-2014 ATP APPLICATION ENG-CDBG KATIES KIDS PARK ENG-CALIFORNIA AVE RECONSTRUCTION ENG-CALTRANS PLANNING GRANT APPLI ENG-KERMAN CROSSINGS PHASE II SPR	11/19/2014	1,315.00 1,570.00 127.50 227.50 340.00 110.00 1,863.75 1,922.50 2,636.25 760.00 705.00 455.00 1,480.00 3,018.75 347.50 261.25 386.25 263.05 255.00 612.50 6,301.25 3,161.25 1,038.75
			Total for Check Number 5453:	29,158.05
5454	10414 1 2 2	YARBS GRADING AND PAVING INC. STRT-2014 STREET REPAIR PROJ. PMT#1 STRT-2014 STREET REPAIR PROJ. PMT#2 STRT-2014 STREET REPAIR PROJ. PMT#2	11/19/2014	31,504.22 70,920.70 38,745.75
			Total for Check Number 5454:	141,170.67
5455	10639	GUADALUPE AVILA Z	11/19/2014	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	676	CTC-FACILITY REFUND 10/26/14		100.00
			Total for Check Number 5455:	100.00
5456	10638 751	MARIA ESPINOZA Z CTC-FACILITY USE REFUND 10/25/14	11/19/2014	100.00
			Total for Check Number 5456:	100.00
5457	10417 9001301519	ZEP MANUFACTURING CO V/E CHERRY BOMB HAND SOAP 4 GALLOI	11/19/2014	138.62
			Total for Check Number 5457:	138.62
			Total for 11/19/2014:	344,387.40
			Report Total (108 checks):	475,505.17



MAYOR  
Gary Yep

MAYOR PRO-TEM  
Doug Wilcox

COUNCIL MEMBE  
Raj Dhaliwal

COUNCIL MEMBER  
Nathan Fox

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: PUBLIC WORKS  
STAFF REPORT

CITY COUNCIL MEETING

COUNCIL MEETING DATE: DECEMBER 3, 2014

---

To: Mayor and City Council  
From: Gary D. Horn, City Engineer  
Subject: Resolution Accepting the 2014 Concrete Project

## RECOMMENDATION

Council by motion adopt resolution accepting the 2014 Concrete Project and authorize the City Engineer to record the Notice of Completion.

## EXECUTIVE SUMMARY

The Contractor, Yarbs Grading and Paving, Inc. has completed the work required for the 2014 Concrete Project. The project removed street trees with invasive roots and replaced damaged curb and gutter and sidewalk along several streets within the City. The City Public Works Inspector has inspected the improvements required by the project and all of the improvements have been completed.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The 2014 Concrete Project consisted of the removal of street trees and replacement of damaged concrete curb and gutter and sidewalk along several streets. The damage to the curb and gutter and sidewalks was caused by the invasive roots of street trees. In addition, the project replaced concrete curb ramps that did not meet Americans with Disabilities Act (ADA) Standards. The following streets were included in the project:

1. Stanislaus Avenue: Vineland Avenue to just west of 16<sup>th</sup> Street
2. 16<sup>th</sup> Street: B Street to just north of C Street
3. Middleton Avenue: 6<sup>th</sup> Street to 8<sup>th</sup> Street
4. 8<sup>th</sup> Street: Sunset Avenue to Stanislaus Avenue

The work performed on Stanislaus Avenue and 16<sup>th</sup> Street was included in the base bid for the project. The work on Middleton Avenue and 8<sup>th</sup> Street was an increase in the scope of the project per Council's direction.

## FISCAL IMPACT

The total project cost was \$261,000, including engineering and construction management. The base bid (Stanislaus and 16<sup>th</sup>) and added scope (Middleton and 8<sup>th</sup>) are included in the City's FY 14-15 Budget as separate projects in the amounts of \$286,000 and \$65,000, respectively, for a combined budget of \$351,000. The project is being funded with Local Transportation Funds.

The remaining budgeted funds will be used for the installation of new landscape planting and a new irrigation system on the south side of Stanislaus Avenue along the City's storm drainage basin.

## PUBLIC HEARING

None Required.

Attachments:

- A. Resolution

---

---

Attachment 'A'

RESOLUTION NO. 14-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION  
FOR THE 2014 CONCRETE PROJECT

WHEREAS, Yarbs Grading and Paving, Inc. has completed the work for the 2014 Concrete Project and;

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

WHEREAS, the City Engineer recommends acceptance of the 2014 Concrete Project and requests Council to authorize the City Engineer to record the Notice of Completion for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY ACCEPTS the 2014 Concrete Project and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 3<sup>rd</sup> day of December, 2014, 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



*"Where Community Comes First"*

**MAYOR**  
Gary Yep

**MAYOR PRO-TEM**  
Doug Wilcox

DEPARTMENT: PLANNING AND DEVELOPMENT  
STAFF REPORT

**COUNCIL MEMBER**  
Raj Dhaliwal

**COUNCIL MEMBER**  
Nathan Fox

**COUNCIL MEMBER**  
Bill Nijjer

CITY COUNCIL MEETING  
COUNCIL MEETING DATE: DECEMBER 3, 2014

---

**To:** Mayor and City Council  
**From:** Gary D. Horn, City Engineer  
**Subject:** Resolution Approving Improvement Agreement with Union Pacific Railroad for Goldenrod Avenue Crossing

### RECOMMENDATION

Council by motion adopt resolution approving the Public Highway At-Grade Crossing Improvement Agreement with the Union Pacific Railroad.

### EXECUTIVE SUMMARY

Wal-Mart is obligated to install safety improvements at the Goldenrod Avenue crossing of the Union Pacific Railroad as part of the Specific Plan approved for their newly constructed store. The safety improvements will include warning lights and gates, concrete planking and widened pavement. Wal-Mart has deposited funds to pay for the improvements. Because the expanded crossing is in the public right of way, the UPRR requires an agreement with the City.

### OUTSTANDING ISSUES

None.

### DISCUSSION

The current railroad crossing at Goldenrod Avenue has only two lanes of pavement and no warning lights or gates. The California Public Utility Commission required the installation of new safety features at the crossing in anticipation of increased traffic to and from the Wal-Mart store. Mitch Covington and Wal-Mart have been working with both the Union Pacific Railroad, who owns the right of way and tracks, and San Joaquin Valley Railroad, who operates and maintains the facilities, to improve the crossing. The railroad companies design the improvements and require that only qualified contractors of their choosing may bid on the project and perform the construction.

Wal-Mart and the City entered into an agreement for the improvements at the crossing prior to the opening of the Wal-Mart store. Wal-Mart has deposited \$370,000 to pay for the improvements. Under the terms of the previous agreement, Wal-Mart will be eligible to be reimbursed \$250,000 from the City's Railroad Crossing Development Impact Fee account.

Construction of the crossing will commence four to six months following the approval of this agreement

## **FISCAL IMPACT**

Following completion of the crossing improvements, Wal-Mart will be eligible to receive reimbursement from the City's Railroad Crossing Development Impact Fee account.

## **PUBLIC HEARING**

None required.

Attachments:

- A. Resolution w/Exhibit

---

---

Attachment 'A'

**RESOLUTION NO.14-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
APPROVING PUBLIC HIGHWAY AT-GRADE CROSSING  
IMPROVEMENT AGREEMENT WITH UNION PACIFIC RAILROAD**

WHEREAS, The Union Pacific Railroad Company owns a right of way and railroad track that crosses Goldenrod Avenue in the City of Kerman, DOT No. 752967Y, at Railroad Mile Post 193.9; and

WHEREAS, the City has required that Wal-Mart improve the Goldenrod Avenue crossing by widening the pavement and installing additional safety equipment; and

WHEREAS, Union Pacific Railroad Company requires an Improvement Agreement prior to any work being done within their right of way, as shown in attached Exhibit.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN approves the Public Highway At-Grade Crossing Improvement Agreement as substantially shown in Exhibit 1 and authorizes the City Manager to sign the agreement on behalf of the City of Kerman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 3rd day of December, 2014, 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



UPRR Folder No.: 2896-61

UPRR Audit No.

## PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

**THIS AGREEMENT** is made as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation, or its predecessor in interest, with a mailing address at 1400 Douglas Street, MS 1690, Omaha, Nebraska, 68179-1690 (“Railroad”), **CITY OF KERMAN**, a municipal corporation/political subdivision with a mailing address at 2985 N. Burl #101, Fresno, California 93727 (“Political Body”).

### RECITALS:

Presently, the Political Body utilizes the Railroad’s property for the existing Goldenrod Ave. at-grade public road crossing, DOT No. 752967Y, at Railroad’s Mile Post 193.9 on its West Side Line (SJVR) in or near Kerman, Fresno County, California (hereinafter the “Political Body”). The Railroad right of way over which the existing at-grade Goldenrod Ave., public road crossing runs is no longer sufficient for the maintenance and use of this public road crossing.

The Political Body now desires to use and maintain an additional 1655.00 square foot of Railroad property at the Roadway by widening the existing Goldenrod Ave., at-grade public road crossing in order to install a center median. The existing aforementioned Goldenrod Ave., at-grade public road crossing, as improved to include the maintenance and use of additional Railroad property, is hereinafter the “Roadway,” in the location shown on the Railroad Location Print marked **Exhibit A**, and the Survey Print marked **Exhibit A-1**, both attached hereto and hereby made a part hereof.

Under this Agreement, the Railroad will be granting the Political Body right to use and maintain an additional 1655.00 square foot of right of way to facilitate the reconstruction and widening of the existing Goldenrod Ave., at-grade public road crossing as described in the Survey Print marked **Exhibit A-1** and the Legal Description marked **Exhibit A-2**, each attached hereto and hereby made a part hereof.

The Railroad and the Political Body and entering into this agreement to cover the above.

### AGREEMENT:

NOW THEREFORE, in consideration of the premises and of the promises and conditions hereinafter set forth, the parties hereto agree as follows:

## SECTION 1.

The exhibits below are attached hereto and hereby made a part hereof.

Exhibit A	Railroad Location Print
Exhibit A-1	Survey Print
Exhibit A-2	Legal Description
Exhibit B	Railroad's Form of Contractor's Right of Entry Agreement
Exhibit C	General Terms and Conditions

## SECTION 2.

- A. If work were to be conducted by the Railroad, it would be performed at the Political Body's sole cost and expense.
- B. All of Flagging Costs incurred by the Railroad are to be paid by the Political Body or the Contractor as determined by the Railroad and the Political Body. If it is determined that the Railroad will be billing the Contractor directly for such costs, the Political Body agrees that it will pay the Railroad for any flagging costs that have not been paid by any Contractor within thirty (30) days of the Contractor's receipt of billing.
- C. The Political Body agrees to reimburse the Railroad for one hundred percent (100%) of all actual costs incurred by the Railroad in connection with the Project including, but not limited to, actual costs of preliminary engineering review, construction inspection, procurement of materials, equipment rental, manpower and deliveries to the job site and all of the Railroad's normal and customary additives (which shall include direct and indirect overhead costs) associated therewith.

## SECTION 3.

- A. The Political Body, at its expense, if necessary, shall prepare, or cause to be prepared by others, the detailed plans and specifications and submit such plans and specifications to the Railroad's Assistant Vice President Engineering – Design, or his authorized representative, for review and approval. The plans and specifications shall include all Roadway layout specifications, cross sections and elevations, associated drainage, and other appurtenances.
- B. The final one hundred percent (100%) completed plans that are approved in writing by the Railroad's Assistant Vice President Engineering–Design, or his authorized representative, are hereinafter referred to as the "Plans". The Plans are hereby made a part of this Agreement by reference.
- C. No changes in the Plans shall be made unless the Railroad has consented to such changes in writing.
- D. Notwithstanding the Railroad's approval of the Plans, the Railroad shall not be responsible for the permitting, design, details or construction of the Roadway.

## SECTION 4.

The Railroad, at the Political Body's expense, shall maintain the crossing between the track tie ends. If, in the future, the Political Body elects to have the surfacing material between the track

tie ends replaced with paving or some surfacing material other than timber planking, the Railroad, at Political Body's expense, shall install such replacement surfacing.

#### **SECTION 5.**

- A. The Political Body, at its sole cost and expense, shall provide traffic control, barricades, and all detour signing for the crossing work, provide all labor, material and equipment to install concrete or asphalt street approaches, and if required, will install advanced warning signs, and pavement markings in compliance and conformance with the Manual on Uniform Traffic Control Devices.
- B. The Political Body, at its expense, shall maintain and repair all portions of the Roadway approaches that are not within the track tie ends.

#### **SECTION 6.**

If Political Body's contractor(s) is/are performing any work described in Section 4 above, then the Political Body shall require its contractor(s) to execute the Railroad's standard and current form of Contractor's Right of Entry Agreement attached hereto as **Exhibit B**. Political Body acknowledges receipt of a copy of the Contractor's Right of Entry Agreement and understanding of its terms, provisions, and requirements, and will inform its contractor(s) of the need to execute the Agreement. Under no circumstances will the Political Body's contractor(s) be allowed onto the Railroad's premises without first executing the Contractor's Right of Entry Agreement.

#### **SECTION 7.**

Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body or its contractor(s) shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m., Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour number, 7 day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body or its contractor(s). If it is, Political Body or its contractor(s) will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

#### **SECTION 8.**

The Political Body, for itself and for its successors and assigns, hereby waives any right of assessment against the Railroad, as an adjacent property owner, for any and all improvements made under this agreement.

#### **SECTION 9.**

Covenants herein shall inure to or bind each party's successors and assigns; provided, no right of the Political Body shall be transferred or assigned, either voluntarily or involuntarily, except by express prior written consent of the Railroad.

#### SECTION 10.

The Political Body shall, when returning this agreement to the Railroad (signed), cause same to be accompanied by such Order, Resolution, or Ordinance of the governing body of the Political Body, passed and approved as by law prescribed, and duly certified, evidencing the authority of the person executing this agreement on behalf of the Political Body with the power so to do, and which also will certify that funds have been appropriated and are available for the payment of any sums herein agreed to be paid by Political Body.

#### SECTION 11.

The Political Body agrees to reimburse the Railroad the cost of future maintenance of the automatic grade-crossing protection within thirty (30) days of the Political Body's receipt of billing.

#### SECTION 12.

For and in consideration **THREE THOUSAND EIGHT HUNDRED DOLLARS (\$3,800.00)** to be paid by the Political Body to the Railroad upon the execution and delivery of this Agreement and in further consideration of the Political Body's agreement to perform and abide by the terms of this Agreement including all exhibits, the Railroad hereby grants to the Political Body the right to establish or reestablish, construct or reconstruct, maintain, repair and renew the Goldenrod Ave., public road crossing over and across the Roadway as described in the attached Survey Print marked **Exhibit A-1** and the Legal Description marked **Exhibit A-2**.

#### SECTION 13. SPECIAL PROVISIONS PERTAINING TO AMERICAN RECOVERY AND REINVESTMENT ACT OF 2009.

If the Political Body will be receiving American Recovery and Reinvestment Act ("ARRA") funding for the Project, the Political Body agrees that it is responsible in performing and completing all ARRA reporting documents for the Project. The Political Body confirms and acknowledges that Section 1512 of the ARRA provisions applies only to a "recipient" receiving ARRA funding directly from the federal government and, therefore, (i) the ARRA reporting requirements are the responsibility of the Political Body and not of the Railroad and (ii) the Political Body shall not delegate any ARRA reporting responsibilities to the Railroad. The Political Body also confirms and acknowledges that (i) the Railroad shall provide to the Political Body the Railroad's standard and customary billing for expenses incurred by the Railroad for the Project including the Railroad's standard and customary documentation to support such billing and (ii) such standard and customary billing and documentation from the Railroad provides the information needed by the Political Body to perform and complete the ARRA reporting documents. The Railroad confirms that the Political Body and the Federal Highway Administration shall have the right to audit the Railroad's billing and documentation for the Project.

#### SECTION 14.

Railroad shall maintain, in compliance with applicable laws or regulations as determined by the Railroad, the crossing signals as long as they remain in place. Cost of maintaining said signals shall be apportioned between the parties hereto in accordance with Sections 1202.2 and 1231.1 of the California Public Utilities Code. The precise manner and method of determining applicable charges, manner and method of payment and other procedures under said sections shall be governed by the

statutes as supplemented by any applicable decisions of the statutes in the California Public Utilities Commission.

**SECTION 15.**

The General Terms and Conditions marked **Exhibit C**, are attached hereto and hereby made a part hereof.

**IN WITNESS WHEREOF**, the parties hereto have caused this Supplemental Agreement to be executed as of the day and year first hereinabove written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

By: \_\_\_\_\_  
DAVID C. LAPLANTE  
Sr. Manager-Real Estate

WITNESS:

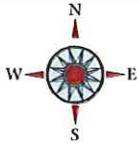
**CITY OF KERMAN**

\_\_\_\_\_ X \_\_\_\_\_  
Title: \_\_\_\_\_

# EXHIBIT A

To Public Highway At-Grade Crossing  
Improvement Agreement

Cover Sheet for the  
Railroad Location Print



**EXHIBIT A**  
**RAILROAD LOCATION PRINT**  
**CROSSING IMPROVEMENT AGREEMENT/CONTRACTOR'S**  
**RIGHT OF ENTRY**



Goldenrod Ave. - DOT 752967Y, RR MP 193.9  
- West Side Line (SJVR)

**UNION PACIFIC RAILROAD COMPANY**

WEST SIDE LINE (SJVR)  
RAILROAD MILE POST 193.9  
KERMAN, FRESNO COUNTY, CA

To accompany an agreement with the  
**CITY OF KERMAN and its CONTRACTORS**

Folder No. 2896-61

Date: November 11, 2014

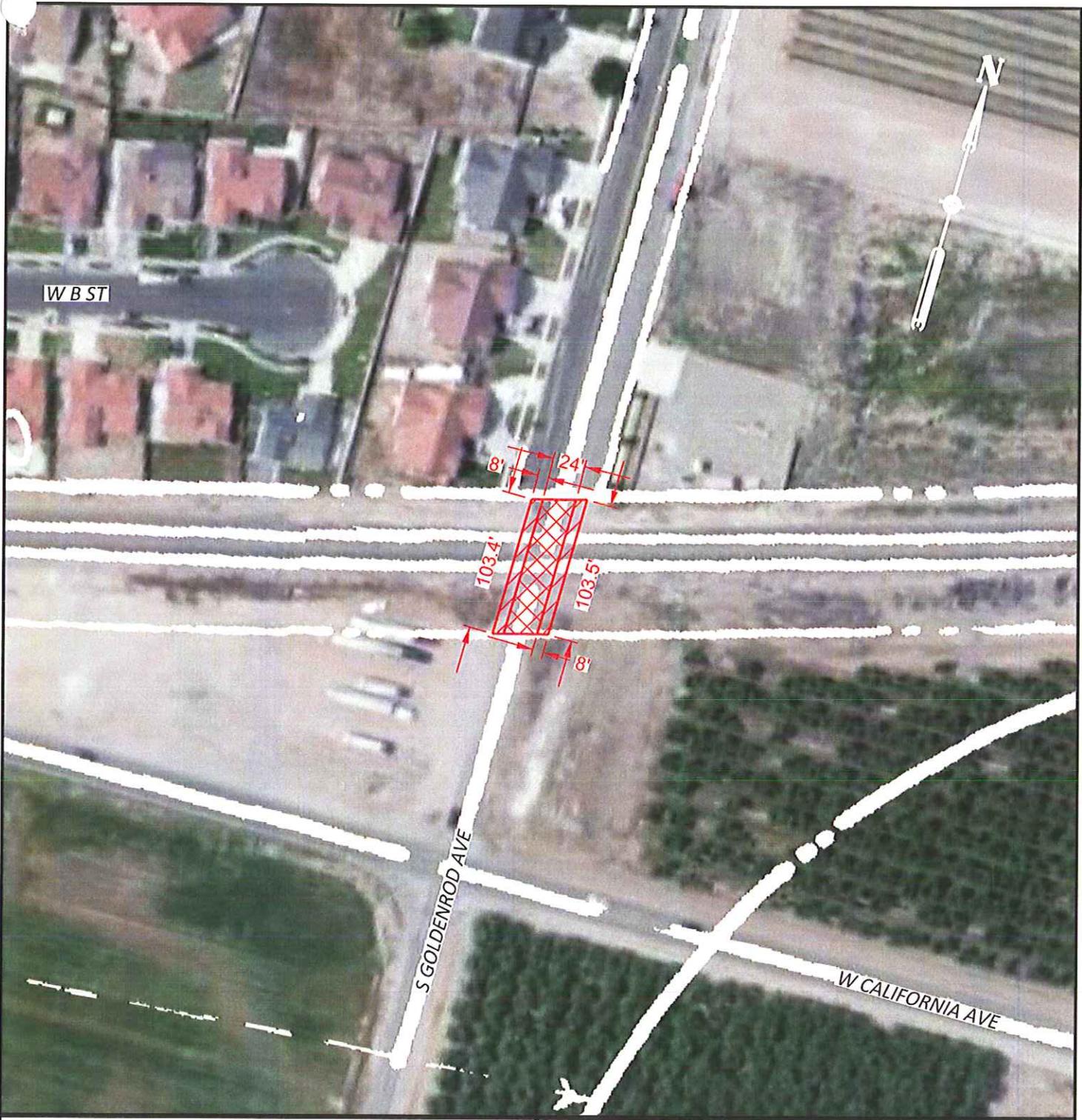
**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE  
OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-(800) 336-9193

EXHIBIT A-1

To Public Highway At-Grade Crossing  
Improvement Agreement

Cover Sheet for the  
Survey Print



**LEGEND:**

- EXISTING ROADWAY AREA .....
- EXISTING AREA = 2,483 SQ. FT. +/-
- ROADWAY WIDENING AREA .....
- ROADWAY WIDENING AREA = 1,655 SQ. FT. +/-
- TOTAL AREA = 4,138 SQ. FT. +/-
- UPRRCO. R/W OUTLINED .....

NOTE: BEFORE YOU BEGIN ANY WORK, SEE AGREEMENT FOR FIBER OPTIC PROVISIONS.  
EXHIBIT "A"

**UNION PACIFIC RAILROAD COMPANY**

KERMAN, FRESNO COUNTY, CALIFORNIA  
M.P. 193.9 - WEST SIDE LINE SUB.

TO ACCOMPANY AGREEMENT WITH  
CITY OF KERMAN  
MAP SP V-60 / 29  
SCALE: 1" = 100'

OFFICE OF REAL ESTATE  
OMAHA, NEBRASKA DATE: 10-6-2014  
PJB FILE: 0289661

CADD FILENAME	0289661
SCAN FILENAME	CAV60029-289661.TIF

# EXHIBIT A-2

To Public Highway At-Grade Crossing  
Improvement Agreement

Legal Description

September 16, 2014

LEGAL DESCRIPTION

EXISTING SOUTH GOLDENROD AVENUE CROSSING AT UNION PACIFIC RAILROAD RIGHT OF WAY

DOT NO. 752967Y      MP BA-193.90

CITY OF KERMAN, FRESNO COUNTY, CALIFORNIA

A portion of Sections 7 and 8 of Township 14 South, Range 18 East, Mount Diablo Base and Meridian according to the United States Government Township Plats, described as follows:

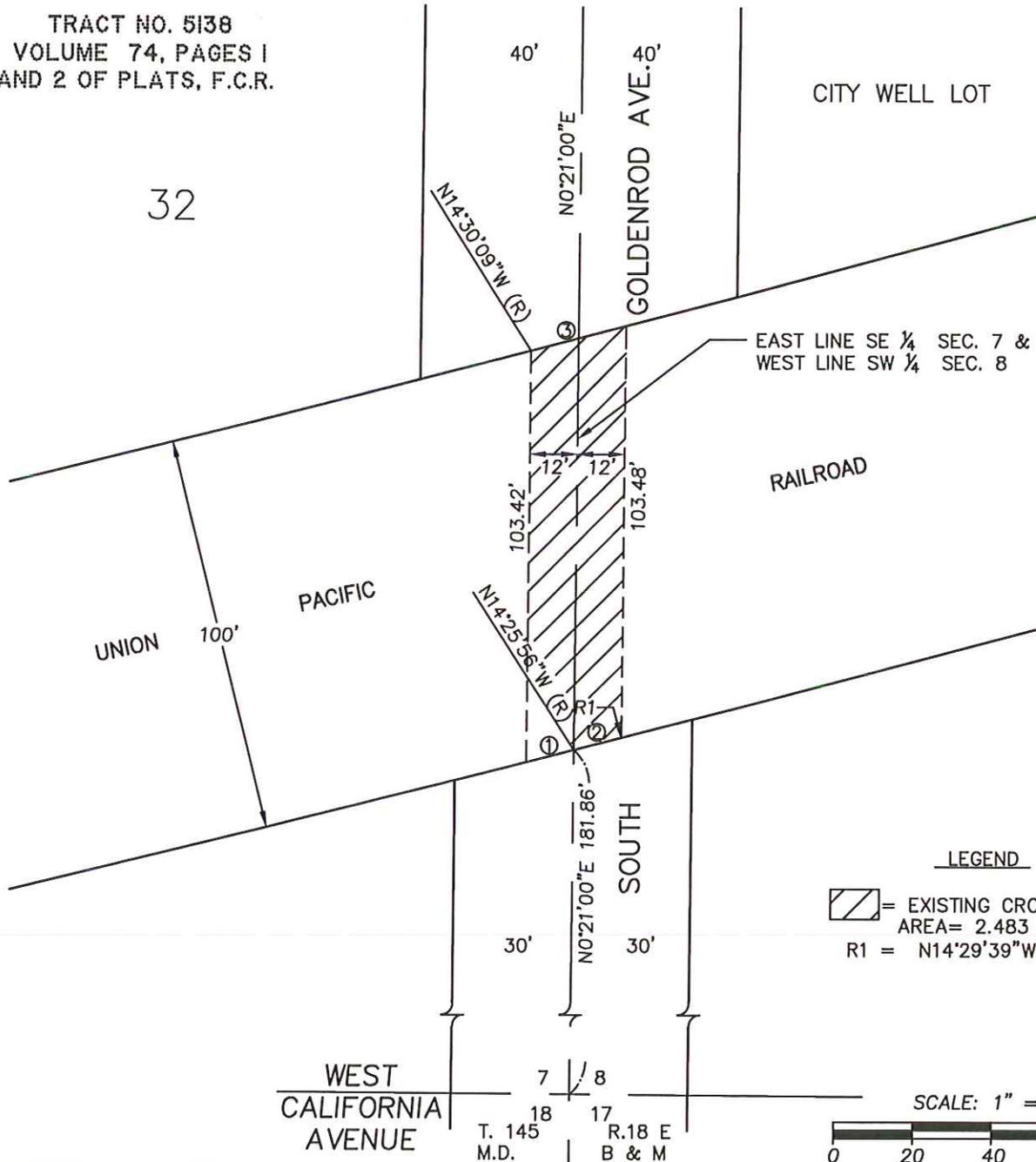
Commencing at the southeast corner of the southeast quarter of said Section 7 also being the southwest corner of the southwest quarter of said Section 8; thence North 0°21'00" East, along the east line of said southeast quarter, a distance of 181.86 feet, to the intersection with the south right of way line for the Union Pacific Railroad, also being the True Point of Beginning of this description; thence southwesterly, along said railroad right of way line, along the arc of a curve concave northwesterly with center point bearing North 14°25'56" West a radius of 11509.20 feet through a central angle of 0°03'42" an arc length of 12.41 feet, to a point on a line parallel with and 12.00 feet west of the east line of said southeast quarter; thence North 0°21'00" East, along said parallel line, a distance of 103.42 feet, to a point on the north right of way line for the Union Pacific Railroad; thence northeasterly, along said north railroad right of way line, along the arc of a curve concave northwesterly with center point bearing North 14°30'09" West a radius of 11409.20 feet through a central angle of 0°07'29" an arc length of 24.84 feet, to a point on a line parallel with and 12.00 feet East of the west line of said southwest quarter; thence South 0°21'00" West, along last said parallel line, a distance of 103.48 feet, to a point on the south railroad right of way line; thence southwesterly along said south railroad right of way line, along the arc of a curve concave northwesterly with center point bearing North 14°29'39" West a radius of 11509.20 feet through a central angle of 0°03'42" an arc length of 12.41 feet, to the True Point of Beginning.

Containing an area of 2,483 square feet, more or less.

CURVE DATA TABLE					
NO	DELTA	RADIUS	LENGTH	CHORD	TAN
1	0°03'42"	11509.20	12.41	12.41	6.20'
2	0°07'29"	11409.20	24.84	24.84	12.42'
3	0°03'42"	11509.20	12.41	12.41	6.20'

TRACT NO. 5138  
VOLUME 74, PAGES 1  
AND 2 OF PLATS, F.C.R.

32



**LEGEND**

= EXISTING CROSSING  
AREA= 2.483 S.F.  
R1 = N14°29'39\"/>

SCALE: 1" = 40'



Ref. & Rev.	CITY OF KERMAN	Dr. By: JS. Ch. By: GH. Date: 9-18-14 YH Job No. 10-298 Sheet No. 1 of 2 Sheets
	SOUTH GOLDEN ROD AVENUE CROSSING AT U.P.R.R. EXISTING CROSSING AREA	



**YAMABE & HORN  
ENGINEERING, INC.**

2985 N. BURL AVENUE  
SUITE 101  
FRESNO, CA 93727

TEL (559) 244-3123  
FAX (559) 244-3120

September 16, 2014

LEGAL DESCRIPTION

PROPOSED SOUTH GOLDENROD AVENUE CROSSING AT

UNION PACIFIC RAILROAD RIGHT OF WAY

DOT NO. 752967Y MP BA-193.90

CITY OF KERMAN, FRESNO COUNTY, CALIFORNIA

PARCEL A

A portion of the southeast quarter of Section 7, Township 14 South, Range 18 East, Mount Diablo Base and Meridian according to the United States Government Township Plats, described as follows:

Commencing at the southeast corner of the southeast quarter of said Section 7; thence North 0°21'00" East, along the east line of said southeast quarter, a distance of 181.86 feet, to the intersection with the south right of way line for the Union Pacific Railroad; thence southwesterly, along said railroad right of way line, along the arc of a curve concave northwesterly with center point bearing North 14°25'56" West a radius of 11509.20 feet, through a central angle of 0°03'42" an arc length of 12.41 feet, to a point on a line parallel with and 12.00 feet West of the east line of said southeast quarter, also being the True Point of Beginning of this description; thence continuing southwesterly along said railroad right of way line, along the arc of a curve concave northwesterly with center point bearing North 14° 22' 14" West a radius of 11509.20 feet, through a central angle of 0° 02' 28" an arc length of 8.27 feet, to a point on a line parallel with and 20.00 feet West of the east line of said southeast quarter; thence North 0° 21' 00" East, along last said parallel line, a distance of 103.40 feet, to a point on the north right of way line for the Union Pacific Railroad; thence northeasterly along said north railroad right of way line, along the arc of a curve concave northwesterly with center point bearing North 14° 27' 40" West a radius of 11409.20 feet, through a central angle of 0° 02' 30" an arc length of 8.27 feet, to a point on a line parallel with and 12.00 feet West of the east line of said southeast quarter; thence South 0° 21' 00" West, along east said parallel line, a distance of 103.42 feet, to a point on said south railroad right of way line, also being the True Point of Beginning.

Containing 827 square feet more or less.

PARCEL B

A portion of the southwest quarter of Section 8, Township 14 South, Range 18 East, Mount Diablo Base and Meridian according to the United States Government Township Plats, described as follows:

Commencing at the southwest corner of the southwest quarter of said Section 8; thence North 0° 21' 00" East, along the west line of said southwest quarter, a distance of 181.86 feet, to the intersection with the south right of way line for the Union Pacific Railroad; thence northeasterly, along said south railroad right of

way line, along the arc of a curve concave northwesterly with center point bearing North 14° 25' 56" West a radius of 11509.20 feet, through a central angle of 0° 03' 42" an arc length of 12.41 feet, to a point on a line parallel with and 12.00 feet East of said west line of said southwest quarter; thence North 0° 21' 00" East, along said parallel line, a distance of 103.48 feet, to a point on the north right of way line for the Union Pacific Railroad; thence northeasterly along said north railroad right of way line, along the arc of a curve concave northwesterly with center point bearing North 14° 37' 38" West a radius of 11409.20 feet, through a central angle of 0° 02' 30" an arc length of 8.28 feet, to a point on a line parallel with and 20.00 feet East of the west line of said southwest quarter; thence South 0° 21' 00" West, along east said parallel line, a distance of 103.50 feet, to a point on said south railroad right of way line; thence southwesterly along said south railroad right of way line, along the arc of a curve concave northwesterly with center point bearing North 14° 32' 07" West a radius of 11509.20 feet, through a central angle of 0° 02' 28" an arc length of 8.28 feet, to the True Point of Beginning.

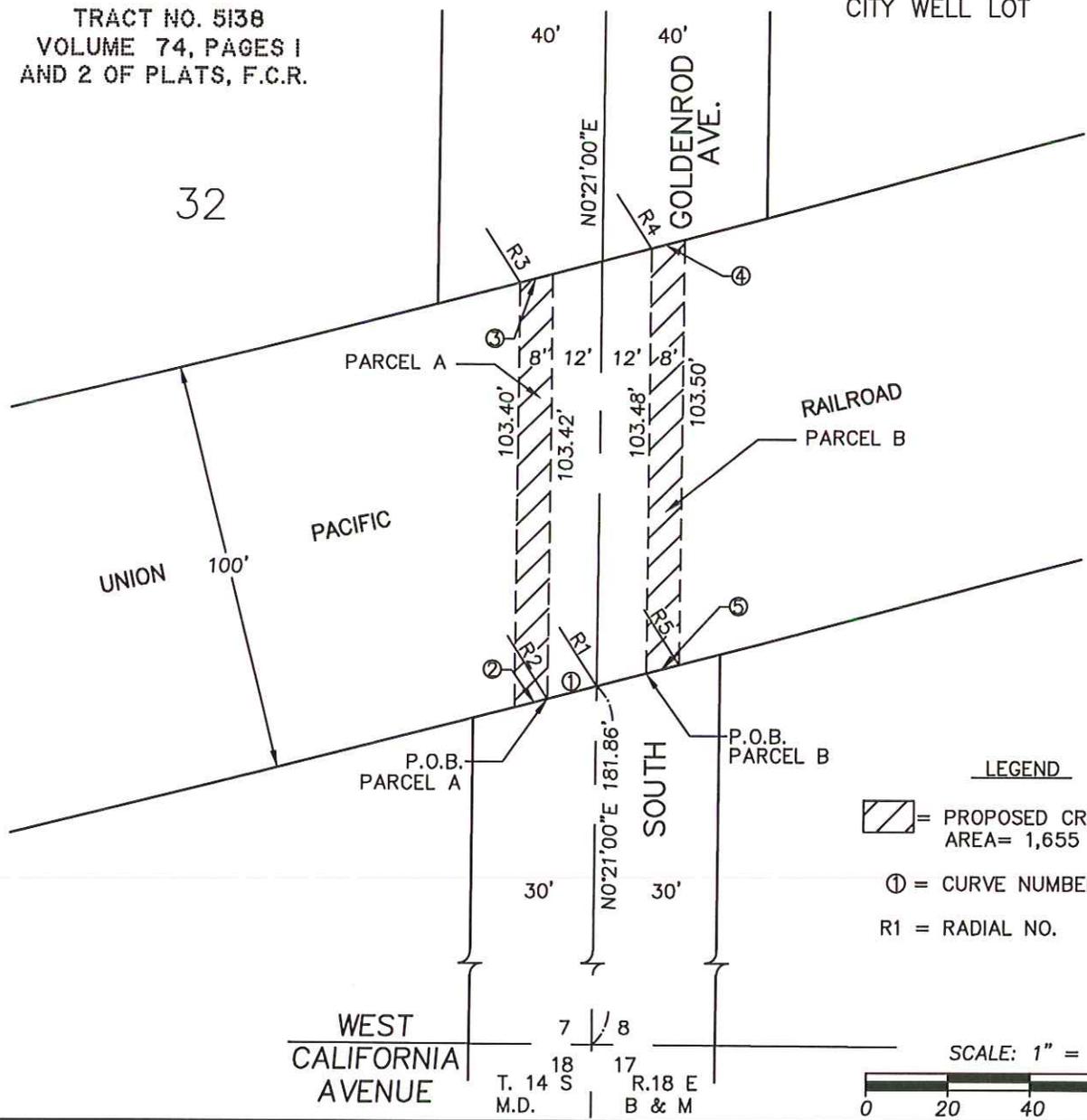
Containing 828 square feet, more or less.

RADIAL BEARING TABLE	
NO	BEARING
1	N 14°25'56" W
2	N 14°22'14" W
3	N 14°27'40" W
4	N 14°37'58" W
5	N 14°32'07" W

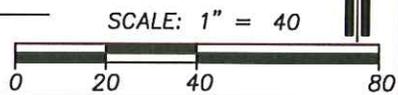
CURVE DATA TABLE					
NO	DELTA	RADIUS	LENGTH	CHORD	TAN
1	0°03'42"	11509.20	12.41	12.41	6.20'
2	0°02'28"	11509.20	8.27	8.27	4.14'
3	0°02'30"	11409.20	8.28	8.28	4.14'
4	0°02'30"	11409.20	8.28	8.28	4.14'
5	0°02'28"	11509.20	8.28	8.28	4.14'

TRACT NO. 5138  
VOLUME 74, PAGES 1  
AND 2 OF PLATS, F.C.R.

CITY WELL LOT



- LEGEND**
- = PROPOSED CROSSING AREA= 1,655 S.F.
  - = CURVE NUMBER
  - R1 = RADIAL NO.



Ref. & Rev.	CITY OF KERMAN	Dr. By: <u>JS.</u> Ch. By: <u>GH.</u> Date: <u>9-18-14</u> YH Job No. <u>10-298</u> Sheet No. <u>2</u> of <u>2</u> Sheets
	SOUTH GOLDEN ROD AVENUE CROSSING AT U.P.R.R. PROPOSED CROSSING AREA	

**YAMABE & HORN ENGINEERING, INC.**  
2985 N. BURL AVENUE  
SUITE 101  
FRESNO, CA 93727  
TEL (559) 244-3123  
FAX (559) 244-3120

# EXHIBIT B

To Public Highway At-Grade Crossing  
Improvement Agreement

Cover Sheet for the Form of  
Contractor's Right of Entry Agreement



Folder No.: 2896-61

UPRR Audit No.:

## CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

**THIS AGREEMENT** is made and entered into as of the \_\_\_\_\_ day of \_\_\_\_\_, 2014, by and between **UNION PACIFIC RAILROAD COMPANY**, a Delaware corporation ("Railroad"); and

\_\_\_\_\_ (*Name of Contractor*)

a \_\_\_\_\_ corporation ("Contractor").

### RECITALS:

Contractor has been hired by the City of Kerman ("City") to widen the existing Goldenrod Ave., public at-grade road crossing by 1655.00 square feet to install a center median at Railroad Mile Post 193.9 on its West Side Line (SJVR) in or near Kerman, Fresno County, California, as such location is in the general location shown on the Railroad Location Print marked **Exhibit A** attached hereto and hereby made a part hereof, which work is the subject of a contract dated \_\_\_\_\_, 2014, between the Railroad and City.

The Railroad is willing to permit the Contractor to perform the work described above at the location described above subject to the terms and conditions contained in this Agreement

### AGREEMENT:

**NOW, THEREFORE**, it is mutually agreed by and between Railroad and Contractor, as follows:

#### **ARTICLE 1 - DEFINITION OF CONTRACTOR.**

For purposes of this Agreement, all references in this agreement to Contractor shall include Contractor's contractors, subcontractors, officers, agents and employees, and others acting under its or their authority.

#### **ARTICLE 2 - RIGHT GRANTED; PURPOSE.**

Railroad hereby grants to Contractor the right, during the term hereinafter stated and upon and subject to each and all of the terms, provisions and conditions herein contained, to enter upon and have ingress to and egress from the property described in the Recitals for the purpose of performing the work described in the Recitals above. The right herein granted to Contractor is limited to those portions of Railroad's property specifically described herein, or as designated by the Railroad Representative named in Article 4.

**ARTICLE 3 - TERMS AND CONDITIONS CONTAINED IN EXHIBITS B, C & D.**

The General Terms and Conditions contained in **Exhibit B**, the Insurance Requirements contained in **Exhibit C**, and the Minimum Safety Requirements contained in **Exhibit D**, each attached hereto, are hereby made a part of this Agreement.

**ARTICLE 4 - ALL EXPENSES TO BE BORNE BY CONTRACTOR; RAILROAD REPRESENTATIVE.**

- A. Contractor shall bear any and all costs and expenses associated with any work performed by Contractor, or any costs or expenses incurred by Railroad relating to this Agreement.
- B. Contractor shall coordinate all of its work with the following Railroad representative or his or her duly authorized representative (the "Railroad Representative"):

Marc Bader Vice President of Engineering-SJVR 503-480-7789.
---

- C. Contractor, at its own expense, shall adequately police and supervise all work to be performed by Contractor and shall ensure that such work is performed in a safe manner as set forth in Section 7 of **Exhibit B**. The responsibility of Contractor for safe conduct and adequate policing and supervision of Contractor's work shall not be lessened or otherwise affected by Railroad's approval of plans and specifications involving the work, or by Railroad's collaboration in performance of any work, or by the presence at the work site of a Railroad Representative, or by compliance by Contractor with any requests or recommendations made by Railroad Representative.

**ARTICLE 5 - SCHEDULE OF WORK ON A MONTHLY BASIS.**

The Contractor, at its expense, shall provide on a monthly basis a detailed schedule of work to the Railroad Representative named in Article 4B above. The reports shall start at the execution of this Agreement and continue until this Agreement is terminated as provided in this Agreement or until the Contractor has completed all work on Railroad's property.

**ARTICLE 6 - TERM; TERMINATION.**

- A. The grant of right herein made to Contractor shall commence on the date of this Agreement, and continue until \_\_\_\_\_, unless sooner terminated as herein  
*(Expiration Date)*  
provided, or at such time as Contractor has completed its work on Railroad's property, whichever is earlier. Contractor agrees to notify the Railroad Representative in writing when it has completed its work on Railroad's property.

- B. This Agreement may be terminated by either party on ten (10) days written notice to the other party.

**ARTICLE 7 - CERTIFICATE OF INSURANCE.**

- A. Before commencing any work, Contractor will provide Railroad with the (i) insurance binders, policies, certificates and endorsements set forth in **Exhibit C** of this Agreement, and (ii) the insurance endorsements obtained by each subcontractor as required under Section 12 of **Exhibit B** of this Agreement.

- B. All insurance correspondence, binders, policies, certificates and endorsements shall be sent to:

*Union Pacific Railroad Company  
Real Estate Department  
1400 Douglas Street, MS 1690  
Omaha, NE 68179-1690  
UPRR Folder No.: 2896-61*

**ARTICLE 8 - DISMISSAL OF CONTRACTOR'S EMPLOYEE.**

At the request of Railroad, Contractor shall remove from Railroad's property any employee of Contractor who fails to conform to the instructions of the Railroad Representative in connection with the work on Railroad's property, and any right of Contractor shall be suspended until such removal has occurred. Contractor shall indemnify Railroad against any claims arising from the removal of any such employee from Railroad's property.

**ARTICLE 9 - CROSSINGS.**

No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.

**ARTICLE 10 - CROSSINGS; COMPLIANCE WITH MUTCD AND FRA GUIDELINES.**

- A. No additional vehicular crossings (including temporary haul roads) or pedestrian crossings over Railroad's trackage shall be installed or used by Contractor without the prior written permission of Railroad.
- B. Any permanent or temporary changes, including temporary traffic control, to crossings must conform to the Manual of Uniform Traffic Control Devices (MUTCD) and any applicable Federal Railroad Administration rules, regulations and guidelines, and must be reviewed by the Railroad prior to any changes being implemented. In the event the Railroad is found to be out of compliance with federal safety regulations due to the Contractor's modifications, negligence, or any other reason arising from the Contractor's presence on the Railroad's property, the Contractor agrees to assume liability for any civil penalties imposed upon the Railroad for such noncompliance.

**ARTICLE 11 - EXPLOSIVES.**

Explosives or other highly flammable substances shall not be stored or used on Railroad's property without the prior written approval of Railroad.

**IN WITNESS WHEREOF**, the parties hereto have duly executed this agreement in duplicate as of the date first herein written.

**UNION PACIFIC RAILROAD COMPANY**  
*(Federal Tax ID #94-6001323)*

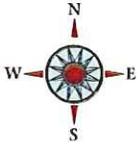
By: \_\_\_\_\_  
DAVID C. LAPLANTE  
Senior Manager-Contracts

*(Name of Contractor)*

By \_\_\_\_\_

Printed Name: \_\_\_\_\_

Title: \_\_\_\_\_



**EXHIBIT A**  
**RAILROAD LOCATION PRINT**  
**CROSSING IMPROVEMENT AGREEMENT/CONTRACTOR'S**  
**RIGHT OF ENTRY**



**UNION PACIFIC RAILROAD COMPANY**

WEST SIDE LINE (SJVR)  
RAILROAD MILE POST 193.9  
KERMAN, FRESNO COUNTY, CA

To accompany an agreement with the  
**CITY OF KERMAN and its CONTRACTORS**

Folder No. 2896-61

Date: November 11, 2014

**WARNING**

IN ALL OCCASIONS, U.P. COMMUNICATIONS DEPARTMENT MUST BE CONTACTED IN ADVANCE  
OF ANY WORK TO DETERMINE EXISTENCE AND LOCATION OF FIBER OPTIC CABLE.  
PHONE: 1-(800) 336-9193

## EXHIBIT B

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### GENERAL TERMS & CONDITIONS

#### **Section 1. NOTICE OF COMMENCEMENT OF WORK - FLAGGING.**

- A. Contractor agrees to notify the Railroad Representative at least thirty (30) working days in advance of Contractor commencing its work and at least ten (10) working days in advance of proposed performance of any work by Contractor in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such ten (10)-day notice, the Railroad Representative will determine and inform Contractor whether a flagman need be present and whether Contractor needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Contractor for such expenses incurred by Railroad, unless Railroad and a federal, state or local governmental entity have agreed that Railroad is to bill such expenses to the federal, state or local governmental entity. If Railroad will be sending the bills to Contractor, Contractor shall pay such bills within thirty (30) days of Contractor's receipt of billing. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Contractor agrees that Contractor is not relieved of any of its responsibilities or liabilities set forth in this Agreement.
- B. The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Contractor (or the governmental entity, as applicable) shall pay on the basis of the new rates and charges.
- C. Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Contractor may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Contractor must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Contractor will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional ten (10) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

#### **Section 2. LIMITATION AND SUBORDINATION OF RIGHTS GRANTED**

- A. The foregoing grant of right is subject and subordinate to the prior and continuing right and obligation of the Railroad to use and maintain its entire property including the right and power of Railroad to construct, maintain, repair, renew, use, operate, change, modify or relocate railroad tracks, roadways, signal, communication, fiber optics, or other wirelines, pipelines and other facilities upon, along or across any or all parts of its property, all or any of which may be freely done at any time or times by Railroad without liability to Contractor or to any other party for compensation or damages.

- B. The foregoing grant is also subject to all outstanding superior rights (including those in favor of licensees and lessees of Railroad's property, and others) and the right of Railroad to renew and extend the same, and is made without covenant of title or for quiet enjoyment.

**Section 3. NO INTERFERENCE WITH OPERATIONS OF RAILROAD AND ITS TENANTS.**

- A. Contractor shall conduct its operations so as not to interfere with the continuous and uninterrupted use and operation of the railroad tracks and property of Railroad, including without limitation, the operations of Railroad's lessees, licensees or others, unless specifically authorized in advance by the Railroad Representative. Nothing shall be done or permitted to be done by Contractor at any time that would in any manner impair the safety of such operations. When not in use, Contractor's machinery and materials shall be kept at least fifty (50) feet from the centerline of Railroad's nearest track, and there shall be no vehicular crossings of Railroads tracks except at existing open public crossings.
- B. Operations of Railroad and work performed by Railroad personnel and delays in the work to be performed by Contractor caused by such railroad operations and work are expected by Contractor, and Contractor agrees that Railroad shall have no liability to Contractor, or any other person or entity for any such delays. The Contractor shall coordinate its activities with those of Railroad and third parties so as to avoid interference with railroad operations. The safe operation of Railroad train movements and other activities by Railroad takes precedence over any work to be performed by Contractor.

**Section 4. LIENS.**

Contractor shall pay in full all persons who perform labor or provide materials for the work to be performed by Contractor. Contractor shall not create, permit or suffer any mechanic's or materialmen's liens of any kind or nature to be created or enforced against any property of Railroad for any such work performed. Contractor shall indemnify and hold harmless Railroad from and against any and all liens, claims, demands, costs or expenses of whatsoever nature in any way connected with or growing out of such work done, labor performed, or materials furnished. If Contractor fails to promptly cause any lien to be released of record, Railroad may, at its election, discharge the lien or claim of lien at Contractor's expense.

**Section 5. PROTECTION OF FIBER OPTIC CABLE SYSTEMS.**

- A. Fiber optic cable systems may be buried on Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Contractor shall telephone Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on Railroad's property to be used by Contractor. If it is, Contractor will telephone the telecommunications company(ies) involved, make arrangements for a cable locator and, if applicable, for relocation or other protection of the fiber optic cable. Contractor shall not commence any work until all such protection or relocation (if applicable) has been accomplished.
- B. In addition to other indemnity provisions in this Agreement, Contractor shall indemnify, defend and hold Railroad harmless from and against all costs, liability and expense whatsoever (including, without limitation, attorneys' fees, court costs and expenses) arising out of any act or omission of Contractor, its agents and/or employees, that causes or contributes to (1) any damage to or destruction of any telecommunications system on Railroad's property, and/or (2) any injury to or death of any person employed by or on behalf of any telecommunications company, and/or its contractor, agents and/or employees, on Railroad's property. Contractor shall not have or seek recourse against Railroad for any claim or cause of action for alleged loss of profits or revenue or loss of service or other consequential damage to a telecommunication company using Railroad's property or a customer or user of services of the fiber optic cable on Railroad's property.

**Section 6. PERMITS - COMPLIANCE WITH LAWS.**

In the prosecution of the work covered by this Agreement, Contractor shall secure any and all necessary permits and shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work including, without limitation, all applicable Federal Railroad Administration regulations.

**Section 7. SAFETY.**

- A. Safety of personnel, property, rail operations and the public is of paramount importance in the prosecution of the work performed by Contractor. Contractor shall be responsible for initiating, maintaining and supervising all safety, operations and programs in connection with the work. Contractor shall at a minimum comply with Railroad's safety standards listed in

**Exhibit D**, hereto attached, to ensure uniformity with the safety standards followed by Railroad's own forces. As a part of Contractor's safety responsibilities, Contractor shall notify Railroad if Contractor determines that any of Railroad's safety standards are contrary to good safety practices. Contractor shall furnish copies of **Exhibit D** to each of its employees before they enter the job site.

- B. Without limitation of the provisions of paragraph A above, Contractor shall keep the job site free from safety and health hazards and ensure that its employees are competent and adequately trained in all safety and health aspects of the job.
- C. Contractor shall have proper first aid supplies available on the job site so that prompt first aid services may be provided to any person injured on the job site. Contractor shall promptly notify Railroad of any U.S. Occupational Safety and Health Administration reportable injuries. Contractor shall have a nondelegable duty to control its employees while they are on the job site or any other property of Railroad, and to be certain they do not use, be under the influence of, or have in their possession any alcoholic beverage, drug or other substance that may inhibit the safe performance of any work.
- D. If and when requested by Railroad, Contractor shall deliver to Railroad a copy of Contractor's safety plan for conducting the work (the "Safety Plan"). Railroad shall have the right, but not the obligation, to require Contractor to correct any deficiencies in the Safety Plan. The terms of this Agreement shall control if there are any inconsistencies between this Agreement and the Safety Plan.

**Section 8. INDEMNITY.**

- A. To the extent not prohibited by applicable statute, Contractor shall indemnify, defend and hold harmless Railroad, its affiliates, and its and their officers, agents and employees (individually an "Indemnified Party" or collectively "Indemnified Parties") from and against any and all loss, damage, injury, liability, claim, demand, cost or expense (including, without limitation, attorney's, consultant's and expert's fees, and court costs), fine or penalty (collectively, "Loss") incurred by any person (including, without limitation, any Indemnified Party, Contractor, or any employee of Contractor or of any Indemnified Party) arising out of or in any manner connected with (i) any work performed by Contractor, or (ii) any act or omission of Contractor, its officers, agents or employees, or (iii) any breach of this Agreement by Contractor.
- B. The right to indemnity under this Section 8 shall accrue upon occurrence of the event giving rise to the Loss, and shall apply regardless of any negligence or strict liability of any Indemnified Party, except where the Loss is caused by the sole active negligence of an Indemnified Party as established by the final judgment of a court of competent jurisdiction. The sole active negligence of any Indemnified Party shall not bar the recovery of any other Indemnified Party.
- C. Contractor expressly and specifically assumes potential liability under this Section 8 for claims or actions brought by Contractor's own employees. Contractor waives any immunity it may have under worker's compensation or industrial insurance acts to indemnify the Indemnified Parties under this Section 8. Contractor acknowledges that this waiver was mutually negotiated by the parties hereto.
- D. No court or jury findings in any employee's suit pursuant to any worker's compensation act or the Federal Employers' Liability Act against a party to this Agreement may be relied upon or used by Contractor in any attempt to assert liability against any Indemnified Party.
- E. The provisions of this Section 8 shall survive the completion of any work performed by Contractor or the termination or expiration of this Agreement. In no event shall this Section 8 or any other provision of this Agreement be deemed to limit any liability Contractor may have to any Indemnified Party by statute or under common law.

**Section 9. RESTORATION OF PROPERTY.**

In the event Railroad authorizes Contractor to take down any fence of Railroad or in any manner move or disturb any of the other property of Railroad in connection with the work to be performed by Contractor, then in that event Contractor shall, as soon as possible and at Contractor's sole expense, restore such fence and other property to the same condition as the same were in before such fence was taken down or such other property was moved or disturbed. Contractor shall remove all of Contractor's tools, equipment, rubbish and other materials from Railroad's property promptly upon completion of the work, restoring Railroad's property to the same state and condition as when Contractor entered thereon.

**Section 10. WAIVER OF DEFAULT.**

Waiver by Railroad of any breach or default of any condition, covenant or agreement herein contained to be kept, observed and performed by Contractor shall in no way impair the right of Railroad to avail itself of any remedy for any subsequent breach or default.

**Section 11. MODIFICATION - ENTIRE AGREEMENT.**

No modification of this Agreement shall be effective unless made in writing and signed by Contractor and Railroad. This Agreement and the exhibits attached hereto and made a part hereof constitute the entire understanding between Contractor and Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work to be performed by Contractor.

**Section 12. ASSIGNMENT - SUBCONTRACTING.**

Contractor shall not assign or subcontract this Agreement, or any interest therein, without the written consent of the Railroad. Contractor shall be responsible for the acts and omissions of all subcontractors. Before Contractor commences any work, the Contractor shall, except to the extent prohibited by law; (1) require each of its subcontractors to include the Contractor as "Additional Insured" in the subcontractor's Commercial General Liability policy and Business Automobile policies with respect to all liabilities arising out of the subcontractor's performance of work on behalf of the Contractor by endorsing these policies with ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage; (2) require each of its subcontractors to endorse their Commercial General Liability Policy with "Contractual Liability Railroads" ISO Form CG 24 17 10 01 (or a substitute form providing equivalent coverage) for the job site; and (3) require each of its subcontractors to endorse their Business Automobile Policy with "Coverage For Certain Operations In Connection With Railroads" ISO Form CA 20 70 10 01 (or a substitute form providing equivalent coverage) for the job site.

## EXHIBIT C

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### INSURANCE REQUIREMENTS

Contractor shall, at its sole cost and expense, procure and maintain during the course of the Project and until all Project work on Railroad's property has been completed and the Contractor has removed all equipment and materials from Railroad's property and has cleaned and restored Railroad's property to Railroad's satisfaction, the following insurance coverage:

- A. COMMERCIAL GENERAL LIABILITY INSURANCE.** Commercial general liability (CGL) with a limit of not less than \$5,000,000 each occurrence and an aggregate limit of not less than \$10,000,000. CGL insurance must be written on ISO occurrence form CG 00 01 12 04 (or a substitute form providing equivalent coverage).

The policy must also contain the following endorsement, which must be stated on the certificate of insurance:

- Contractual Liability Railroads ISO form CG 24 17 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Railroad Company Property" as the Designated Job Site.
- Designated Construction Project(s) General Aggregate Limit ISO Form CG 25 03 03 97 (or a substitute form providing equivalent coverage) showing the project on the form schedule.

- B. BUSINESS AUTOMOBILE COVERAGE INSURANCE.** Business auto coverage written on ISO form CA 00 01 10 01 (or a substitute form providing equivalent liability coverage) with a combined single limit of not less \$5,000,000 for each accident and coverage must include liability arising out of any auto (including owned, hired and non-owned autos).

The policy must contain the following endorsements, which must be stated on the certificate of insurance:

- Coverage For Certain Operations In Connection With Railroads ISO form CA 20 70 10 01 (or a substitute form providing equivalent coverage) showing "Union Pacific Property" as the Designated Job Site.
- Motor Carrier Act Endorsement - Hazardous materials clean up (MCS-90) if required by law.

- C. WORKERS' COMPENSATION AND EMPLOYERS' LIABILITY INSURANCE.** Coverage must include but not be limited to:

- Contractor's statutory liability under the workers' compensation laws of the state where the work is being performed.
- Employers' Liability (Part B) with limits of at least \$500,000 each accident, \$500,000 disease policy limit \$500,000 each employee.

If Contractor is self-insured, evidence of state approval and excess workers compensation coverage must be provided.

Coverage must include liability arising out of the U. S. Longshoremen's and Harbor Workers' Act, the Jones Act, and the Outer Continental Shelf Land Act, if applicable.

The policy must contain the following endorsement, which must be stated on the certificate of insurance:

- Alternate Employer endorsement ISO form WC 00 03 01 A (or a substitute form providing equivalent coverage) showing Railroad in the schedule as the alternate employer (or a substitute form providing equivalent coverage).

- D. RAILROAD PROTECTIVE LIABILITY INSURANCE.** Contractor must maintain Railroad Protective Liability insurance written on ISO occurrence form CG 00 35 12 04 (or a substitute form providing equivalent coverage) on behalf of Railroad as named insured, with a limit of not less than \$2,000,000 per occurrence and an aggregate of \$6,000,000. A binder stating the policy is in place must be submitted to Railroad before the work may be commenced and until the original policy is forwarded to Railroad.

- E. UMBRELLA OR EXCESS INSURANCE.** If Contractor utilizes umbrella or excess policies, these policies must "follow form" and afford no less coverage than the primary policy.

- F. POLLUTION LIABILITY INSURANCE.** Pollution liability coverage must be written on ISO form Pollution Liability Coverage Form Designated Sites CG 00 39 12 04 (or a substitute form providing equivalent liability coverage), with limits of at least

\$5,000,000 per occurrence and an aggregate limit of \$10,000,000.

If the scope of work as defined in this Agreement includes the disposal of any hazardous or non-hazardous materials from the job site, Contractor must furnish to Railroad evidence of pollution legal liability insurance maintained by the disposal site operator for losses arising from the insured facility accepting the materials, with coverage in minimum amounts of \$1,000,000 per loss, and an annual aggregate of \$2,000,000.

#### OTHER REQUIREMENTS

- G. All policy(ies) required above (except worker's compensation and employers liability) must include Railroad as "Additional Insured" using ISO Additional Insured Endorsements CG 20 26, and CA 20 48 (or substitute forms providing equivalent coverage). The coverage provided to Railroad as additional insured shall, to the extent provided under ISO Additional Insured Endorsement CG 20 26, and CA 20 48 provide coverage for Railroad's negligence whether sole or partial, active or passive, and shall not be limited by Contractor's liability under the indemnity provisions of this Agreement.
- H. Punitive damages exclusion, if any, must be deleted (and the deletion indicated on the certificate of insurance), unless the law governing this Agreement prohibits all punitive damages that might arise under this Agreement.
- I. Contractor waives all rights of recovery, and its insurers also waive all rights of subrogation of damages against Railroad and its agents, officers, directors and employees. This waiver must be stated on the certificate of insurance.
- J. Prior to commencing the work, Contractor shall furnish Railroad with a certificate(s) of insurance, executed by a duly authorized representative of each insurer, showing compliance with the insurance requirements in this Agreement.
- K. All insurance policies must be written by a reputable insurance company acceptable to Railroad or with a current Best's Insurance Guide Rating of A- and Class VII or better, and authorized to do business in the state where the work is being performed.
- L. The fact that insurance is obtained by Contractor or by Railroad on behalf of Contractor will not be deemed to release or diminish the liability of Contractor, including, without limitation, liability under the indemnity provisions of this Agreement. Damages recoverable by Railroad from Contractor or any third party will not be limited by the amount of the required insurance coverage.

## EXHIBIT D

### TO CONTRACTOR'S RIGHT OF ENTRY AGREEMENT

#### MINIMUM SAFETY REQUIREMENTS

The term "employees" as used herein refer to all employees of Contractor as well as all employees of any subcontractor or agent of Contractor.

#### I. CLOTHING

- A. All employees of Contractor will be suitably dressed to perform their duties safely and in a manner that will not interfere with their vision, hearing, or free use of their hands or feet.

Specifically, Contractor's employees must wear:

- i. Waist-length shirts with sleeves.
  - ii. Trousers that cover the entire leg. If flare-legged trousers are worn, the trouser bottoms must be tied to prevent catching.
  - iii. Footwear that covers their ankles and has a defined heel. Employees working on bridges are required to wear safety-toed footwear that conforms to the American National Standards Institute (ANSI) and FRA footwear requirements.
- B. Employees shall not wear boots (other than work boots), sandals, canvas-type shoes, or other shoes that have thin soles or heels that are higher than normal.
- C. Employees must not wear loose or ragged clothing, neckties, finger rings, or other loose jewelry while operating or working on machinery.

#### II. PERSONAL PROTECTIVE EQUIPMENT

Contractor shall require its employees to wear personal protective equipment as specified by Railroad rules, regulations, or recommended or requested by the Railroad Representative.

- i. Hard hat that meets the American National Standard (ANSI) Z89.1 – latest revision. Hard hats should be affixed with Contractor's company logo or name.
- ii. Eye protection that meets American National Standard (ANSI) for occupational and educational eye and face protection, Z87.1 – latest revision. Additional eye protection must be provided to meet specific job situations such as welding, grinding, etc.
- iii. Hearing protection, which affords enough attenuation to give protection from noise levels that will be occurring on the job site. Hearing protection, in the form of plugs or muffs, must be worn when employees are within:
  - 100 feet of a locomotive or roadway/work equipment
  - 15 feet of power operated tools
  - 150 feet of jet blowers or pile drivers
  - 150 feet of retarders in use (when within 10 feet, employees must wear dual ear protection – plugs and muffs)
- iv. Other types of personal protective equipment, such as respirators, fall protection equipment, and face shields, must be worn as recommended or requested by the Railroad Representative.

#### III. ON TRACK SAFETY

Contractor is responsible for compliance with the Federal Railroad Administration's Roadway Worker Protection regulations – 49CFR214, Subpart C and Railroad's On-Track Safety rules. Under 49CFR214, Subpart C, railroad contractors are responsible for the training of their employees on such regulations. In addition to the instructions contained in Roadway Worker Protection regulations, all employees must:

- i. Maintain a distance of twenty-five (25) feet to any track unless the Railroad Representative is present to authorize movements.

- ii. Wear an orange, reflectorized workwear approved by the Railroad Representative.
- iii. Participate in a job briefing that will specify the type of On-Track Safety for the type of work being performed. Contractor must take special note of limits of track authority, which tracks may or may not be fouled, and clearing the track. Contractor will also receive special instructions relating to the work zone around machines and minimum distances between machines while working or traveling.

#### IV. EQUIPMENT

- A. It is the responsibility of Contractor to ensure that all equipment is in a safe condition to operate. If, in the opinion of the Railroad Representative, any of Contractor's equipment is unsafe for use, Contractor shall remove such equipment from Railroad's property. In addition, Contractor must ensure that the operators of all equipment are properly trained and competent in the safe operation of the equipment. In addition, operators must be:
  - i. Familiar and comply with Railroad's rules on lockout/tagout of equipment.
  - ii. Trained in and comply with the applicable operating rules if operating any hy-rail equipment on-track.
  - iii. Trained in and comply with the applicable air brake rules if operating any equipment that moves rail cars or any other railbound equipment.
- B. All self-propelled equipment must be equipped with a first-aid kit, fire extinguisher, and audible back-up warning device.
- C. Unless otherwise authorized by the Railroad Representative, all equipment must be parked a minimum of twenty-five (25) feet from any track. Before leaving any equipment unattended, the operator must stop the engine and properly secure the equipment against movement.
- D. Cranes must be equipped with three orange cones that will be used to mark the working area of the crane and the minimum clearances to overhead powerlines.

#### V. GENERAL SAFETY REQUIREMENTS

- A. Contractor shall ensure that all waste is properly disposed of in accordance with applicable federal and state regulations.
- B. Contractor shall ensure that all employees participate in and comply with a job briefing conducted by the Railroad Representative, if applicable. During this briefing, the Railroad Representative will specify safe work procedures, (including On-Track Safety) and the potential hazards of the job. If any employee has any questions or concerns about the work, the employee must voice them during the job briefing. Additional job briefings will be conducted during the work as conditions, work procedures, or personnel change.
- C. All track work performed by Contractor meets the minimum safety requirements established by the Federal Railroad Administration's Track Safety Standards 49CFR213.
- D. All employees comply with the following safety procedures when working around any railroad track:
  - i. Always be on the alert for moving equipment. Employees must always expect movement on any track, at any time, in either direction.
  - ii. Do not step or walk on the top of the rail, frog, switches, guard rails, or other track components.
  - iii. In passing around the ends of standing cars, engines, roadway machines or work equipment, leave at least 20 feet between yourself and the end of the equipment. Do not go between pieces of equipment of the opening is less than one car length (50 feet).
  - iv. Avoid walking or standing on a track unless so authorized by the employee in charge.
  - v. Before stepping over or crossing tracks, look in both directions first.
  - vi. Do not sit on, lie under, or cross between cars except as required in the performance of your duties and only when track and equipment have been protected against movement.
- E. All employees must comply with all federal and state regulations concerning workplace safety.

# EXHIBIT C

To Public Highway At-Grade Crossing  
Improvement Agreement

Cover Sheet for the Form of  
General Terms & Conditions

## EXHIBIT C

### TO PUBLIC HIGHWAY AT-GRADE CROSSING IMPROVEMENT AGREEMENT

#### GENERAL TERMS AND CONDITIONS

##### SECTION 1. CONDITIONS AND COVENANTS

A. The Railroad makes no covenant or warranty of title for quiet possession or against encumbrances. The Political Body shall not use or permit use of the Roadway for any purposes other than those described in this Agreement. Without limiting the foregoing, the Political Body shall not use or permit use of the Roadway for railroad purposes, or for gas, oil or gasoline pipe lines. Any lines constructed on the Railroad's property by or under authority of the Political Body for the purpose of conveying electric power or communications incidental to the Political Body's use of the property for highway purposes shall be constructed in accordance with specifications and requirements of the Railroad, and in such manner as not adversely affect communication or signal lines of the Railroad or its licensees now or hereafter located upon said property. No nonparty shall be admitted by the Political Body to use or occupy any part of the Railroad's property without the Railroad's written consent. Nothing herein shall obligate the Railroad to give such consent.

B. The Railroad reserves the right to cross the Roadway with such railroad tracks as may be required for its convenience or purposes. In the event the Railroad shall place additional tracks upon the Roadway, the Political Body shall, at its sole cost and expense, modify the Roadway to conform with all tracks within the Roadway.

C. The right hereby granted is subject to any existing encumbrances and rights (whether public or private), recorded or unrecorded, and also to any renewals thereof. The Political Body shall not damage, destroy or interfere with the property or rights of nonparties in, upon or relating to the Railroad's property, unless the Political Body at its own expense settles with and obtains releases from such nonparties.

D. The Railroad reserves the right to use and to grant to others the right to use the Roadway for any purpose not inconsistent with the right hereby granted, including, but not by way of limitation, the right to construct, reconstruct, maintain, operate, repair, alter, renew and replace tracks, facilities and appurtenances on the property; and the right to cross the Roadway with all kinds of equipment.

E. So far as it lawfully may do so, the Political Body will assume, bear and pay all taxes and assessments of whatsoever nature or kind (whether general, local or special) levied or assessed upon or against the Roadway, excepting taxes levied upon and against the property as a component part of the Railroad's operating property.

F. If any property or rights other than the right hereby granted are necessary for the construction, maintenance and use of the Roadway and its appurtenances, or for the performance of any work in connection with the Project, the Political Body will acquire all such other property and rights at its own expense and without expense to the Railroad.

##### SECTION 2. CONSTRUCTION OF ROADWAY

A. The Political Body, at its expense, will apply for and obtain all public authority required by law, ordinance, rule or regulation for the Project, and will furnish the Railroad upon request with satisfactory evidence that such authority has been obtained.

B. Except as may be otherwise specifically provided herein, the Political Body, at its expense, will furnish all necessary labor, material and equipment, and shall construct and complete the Roadway and all appurtenances thereof. The appurtenances shall include, without limitation, all necessary and proper highway warning devices (except those installed by the Railroad within its right of way) and all necessary drainage facilities, guard rails or barriers, and right of way fences between the Roadway and the railroad tracks. Upon completion of the Project, the Political Body shall remove from the Railroad's property all temporary structures and false work, and will leave the Roadway in a condition satisfactory to the Railroad.

C. All construction work of the Political Body upon the Railroad's property (including, but not limited to, construction of the Roadway and all appurtenances and all related and incidental work) shall be performed and completed in a manner satisfactory to the Assistant Vice President Engineering-Design of the Railroad or his authorized representative and in

compliance with the Plans, and other guidelines furnished by the Railroad.

D. All construction work of the Political Body shall be performed diligently and completed within a reasonable time. No part of the Project shall be suspended, discontinued or unduly delayed without the Railroad's written consent, and subject to such reasonable conditions as the Railroad may specify. It is understood that the Railroad's tracks at and in the vicinity of the work will be in constant or frequent use during progress of the work and that movement or stoppage of trains, engines or cars may cause delays in the work of the Political Body. The Political Body hereby assumes the risk of any such delays and agrees that no claims for damages on account of any delay shall be made against the Railroad by the State and/or the Contractor.

### **SECTION 3. INJURY AND DAMAGE TO PROPERTY**

If the Political Body, in the performance of any work contemplated by this Agreement or by the failure to do or perform anything for which the Political Body is responsible under the provisions of this Agreement, shall injure, damage or destroy any property of the Railroad or of any other person lawfully occupying or using the property of the Railroad, such property shall be replaced or repaired by the Political Body at the Political Body's own expense, or by the Railroad at the expense of the Political Body, and to the satisfaction of the Railroad's Assistant Vice President Engineering-Design.

### **SECTION 4. RAILROAD MAY USE CONTRACTORS TO PERFORM WORK**

The Railroad may contract for the performance of any of its work by other than the Railroad forces. The Railroad shall notify the Political Body of the contract price within ninety (90) days after it is awarded. Unless the Railroad's work is to be performed on a fixed price basis, the Political Body shall reimburse the Railroad for the amount of the contract.

### **SECTION 5. MAINTENANCE AND REPAIRS**

A. The Political Body shall, at its own sole expense, maintain, repair, and renew, or cause to be maintained, repaired and renewed, the entire Roadway and Roadway, except the portions between the track tie ends, which shall be maintained by and at the expense of the Railroad.

B. If, in the future, the Political Body elects to have the surfacing material between the track tie ends, or between tracks if there is more than one railroad track across the Roadway, replaced with paving or some surfacing material other than timber planking, the Railroad, at the Political Body's expense, shall install such replacement surfacing, and in the future, to the extent repair or replacement of the surfacing is necessitated by repair or rehabilitation of the Railroad's tracks through the Roadway, the Political Body shall bear the expense of such repairs or replacement.

### **SECTION 6. CHANGES IN GRADE**

If at any time the Railroad shall elect, or be required by competent authority to, raise or lower the grade of all or any portion of the track(s) located within the Roadway, the Political Body shall, at its own expense, conform the Roadway to conform with the change of grade of the trackage.

### **SECTION 7. REARRANGEMENT OF WARNING DEVICES**

If the change or rearrangement of any warning device installed hereunder is necessitated for public or Railroad convenience or on account of improvements for either the Railroad, highway or both, the parties will apportion the expense incidental thereto between themselves by negotiation, agreement or by the order of a competent authority before the change or rearrangement is undertaken.

### **SECTION 8. SAFETY MEASURES; PROTECTION OF RAILROAD COMPANY OPERATIONS**

It is understood and recognized that safety and continuity of the Railroad's operations and communications are of the utmost importance; and in order that the same may be adequately safeguarded, protected and assured, and in order that accidents may be prevented and avoided, it is agreed with respect to all of said work of the Political Body that the work will be performed in a safe manner and in conformity with the following standards:



A. **Definitions.** All references in this Agreement to the Political Body shall also include the Contractor and their respective officers, agents and employees, and others acting under its or their authority; and all references in this Agreement to work of the Political Body shall include work both within and outside of the Railroad's property.

B. **Entry on to Railroad's Property by Political Body.** If the Political Body's employees need to enter Railroad's property in order to perform an inspection of the Roadway, minor maintenance or other activities, the Political Body shall first provide at least ten (10) working days advance notice to the Railroad Representative. With respect to such entry on to Railroad's property, the Political Body, to the extent permitted by law, agrees to release, defend and indemnify the Railroad from and against any loss, damage, injury, liability, claim, cost or expense incurred by any person including, without limitation, the Political Body's employees, or damage to any property or equipment (collectively the "Loss") that arises from the presence or activities of Political Body's employees on Railroad's property, except to the extent that any Loss is caused by the sole direct negligence of Railroad.

C. **Flagging.**

(i) If the Political Body's employees need to enter Railroad's property as provided in Paragraph B above, the Political Body agrees to notify the Railroad Representative at least thirty (30) working days in advance of proposed performance of any work by Political Body in which any person or equipment will be within twenty-five (25) feet of any track, or will be near enough to any track that any equipment extension (such as, but not limited to, a crane boom) will reach to within twenty-five (25) feet of any track. No work of any kind shall be performed, and no person, equipment, machinery, tool(s), material(s), vehicle(s), or thing(s) shall be located, operated, placed, or stored within twenty-five (25) feet of any of Railroad's track(s) at any time, for any reason, unless and until a Railroad flagman is provided to watch for trains. Upon receipt of such thirty (30) day notice, the Railroad Representative will determine and inform Political Body whether a flagman need be present and whether Political Body needs to implement any special protective or safety measures. If flagging or other special protective or safety measures are performed by Railroad, Railroad will bill Political Body for such expenses incurred by Railroad. If Railroad performs any flagging, or other special protective or safety measures are performed by Railroad, Political Body agrees that Political Body is not relieved of any of its responsibilities or liabilities set forth in this Agreement.

(ii) The rate of pay per hour for each flagman will be the prevailing hourly rate in effect for an eight-hour day for the class of flagmen used during regularly assigned hours and overtime in accordance with Labor Agreements and Schedules in effect at the time the work is performed. In addition to the cost of such labor, a composite charge for vacation, holiday, health and welfare, supplemental sickness, Railroad Retirement and unemployment compensation, supplemental pension, Employees Liability and Property Damage and Administration will be included, computed on actual payroll. The composite charge will be the prevailing composite charge in effect at the time the work is performed. One and one-half times the current hourly rate is paid for overtime, Saturdays and Sundays, and two and one-half times current hourly rate for holidays. Wage rates are subject to change, at any time, by law or by agreement between Railroad and its employees, and may be retroactive as a result of negotiations or a ruling of an authorized governmental agency. Additional charges on labor are also subject to change. If the wage rate or additional charges are changed, Political Body shall pay on the basis of the new rates and charges.

(iii) Reimbursement to Railroad will be required covering the full eight-hour day during which any flagman is furnished, unless the flagman can be assigned to other Railroad work during a portion of such day, in which event reimbursement will not be required for the portion of the day during which the flagman is engaged in other Railroad work. Reimbursement will also be required for any day not actually worked by the flagman following the flagman's assignment to work on the project for which Railroad is required to pay the flagman and which could not reasonably be avoided by Railroad by assignment of such flagman to other work, even though Political Body may not be working during such time. When it becomes necessary for Railroad to bulletin and assign an employee to a flagging position in compliance with union collective bargaining agreements, Political Body must provide Railroad a minimum of five (5) days notice prior to the cessation of the need for a flagman. If five (5) days notice of cessation is not given, Political Body will still be required to pay flagging charges for the five (5) day notice period required by union agreement to be given to the employee, even though flagging is not required for that period. An additional thirty (30) days notice must then be given to Railroad if flagging services are needed again after such five day cessation notice has been given to Railroad.

D. **Compliance With Laws.** The Political Body shall comply with all applicable federal, state and local laws, regulations and enactments affecting the work. The Political Body shall use only such methods as are consistent with safety, both as concerns the Political Body, the Political Body's agents and employees, the officers, agents, employees and property of the Railroad and the public in general. The Political Body (without limiting the generality of the foregoing) shall comply with all applicable state and federal occupational safety and health acts and regulations. All Federal Railroad Administration



regulations shall be followed when work is performed on the Railroad's premises. If any failure by the Political Body to comply with any such laws, regulations, and enactments, shall result in any fine, penalty, cost or charge being assessed, imposed or charged against the Railroad, the Political Body shall reimburse, and to the extent it may lawfully do so, indemnify the Railroad for any such fine, penalty, cost, or charge, including without limitation attorney's fees, court costs and expenses. The Political Body further agrees in the event of any such action, upon notice thereof being provided by the Railroad, to defend such action free of cost, charge, or expense to the Railroad.

E. **No Interference or Delays.** The Political Body shall not do, suffer or permit anything which will or may obstruct, endanger, interfere with, hinder or delay maintenance or operation of the Railroad's tracks or facilities, or any communication or signal lines, installations or any appurtenances thereof, or the operations of others lawfully occupying or using the Railroad's property or facilities.

F. **Supervision.** The Political Body, at its own expense, shall adequately police and supervise all work to be performed by the Political Body, and shall not inflict injury to persons or damage to property for the safety of whom or of which the Railroad may be responsible, or to property of the Railroad. The responsibility of the Political Body for safe conduct and adequate policing and supervision of the Project shall not be lessened or otherwise affected by the Railroad's approval of plans and specifications, or by the Railroad's collaboration in performance of any work, or by the presence at the work site of the Railroad's representatives, or by compliance by the Political Body with any requests or recommendations made by such representatives. If a representative of the Railroad is assigned to the Project, the Political Body will give due consideration to suggestions and recommendations made by such representative for the safety and protection of the Railroad's property and operations.

G. **Suspension of Work.** If at any time the Political Body's engineers or the Vice President-Engineering Services of the Railroad or their respective representatives shall be of the opinion that any work of the Political Body is being or is about to be done or prosecuted without due regard and precaution for safety and security, the Political Body shall immediately suspend the work until suitable, adequate and proper protective measures are adopted and provided.

H. **Removal of Debris.** The Political Body shall not cause, suffer or permit material or debris to be deposited or cast upon, or to slide or fall upon any property or facilities of the Railroad; and any such material and debris shall be promptly removed from the Railroad's property by the Political Body at the Political Body's own expense or by the Railroad at the expense of the Political Body. The Political Body shall not cause, suffer or permit any snow to be plowed or cast upon the Railroad's property during snow removal from the Roadway.

I. **Explosives.** The Political Body shall not discharge any explosives on or in the vicinity of the Railroad's property without the prior consent of the Railroad's Vice President-Engineering Services, which shall not be given if, in the sole discretion of the Railroad's Vice President-Engineering Services, such discharge would be dangerous or would interfere with the Railroad's property or facilities. For the purposes hereof, the "vicinity of the Railroad's property" shall be deemed to be any place on the Railroad's property or in such close proximity to the Railroad's property that the discharge of explosives could cause injury to the Railroad's employees or other persons, or cause damage to or interference with the facilities or operations on the Railroad's property. The Railroad reserves the right to impose such conditions, restrictions or limitations on the transportation, handling, storage, security and use of explosives as the Railroad, in the Railroad's sole discretion, may deem to be necessary, desirable or appropriate.

J. **Excavation.** The Political Body shall not excavate from existing slopes nor construct new slopes which are excessive and may create hazards of slides or falling rock, or impair or endanger the clearance between existing or new slopes and the tracks of the Railroad. The Political Body shall not do or cause to be done any work which will or may disturb the stability of any area or adversely affect the Railroad's tracks or facilities. The Political Body, at its own expense, shall install and maintain adequate shoring and cribbing for all excavation and/or trenching performed by the Political Body in connection with construction, maintenance or other work. The shoring and cribbing shall be constructed and maintained with materials and in a manner approved by the Railroad's Assistant Vice President Engineering - Design to withstand all stresses likely to be encountered, including any stresses resulting from vibrations caused by the Railroad's operations in the vicinity.

K. **Drainage.** The Political Body, at the Political Body's own expense, shall provide and maintain suitable facilities for draining the Roadway and its appurtenances, and shall not suffer or permit drainage water therefrom to flow or collect upon property of the Railroad. The Political Body, at the Political Body's own expense, shall provide adequate passageway for the waters of any streams, bodies of water and drainage facilities (either natural or artificial, and including water from the Railroad's culvert and drainage facilities), so that said waters may not, because of any facilities or work of the Political Body, be impeded, obstructed, diverted or caused to back up, overflow or damage the property of the Railroad or any part thereof,

or property of others. The Political Body shall not obstruct or interfere with existing ditches or drainage facilities.

L. **Notice.** Before commencing any work, the Political Body shall provide the advance notice to the Railroad that is required under the Contractor's Right of Entry Agreement.

M. **Fiber Optic Cables.** Fiber optic cable systems may be buried on the Railroad's property. Protection of the fiber optic cable systems is of extreme importance since any break could disrupt service to users resulting in business interruption and loss of revenue and profits. Political Body shall telephone the Railroad during normal business hours (7:00 a.m. to 9:00 p.m. Central Time, Monday through Friday, except holidays) at 1-800-336-9193 (also a 24-hour, 7-day number for emergency calls) to determine if fiber optic cable is buried anywhere on the Railroad's premises to be used by the Political Body. If it is, Political Body will telephone the telecommunications company(ies) involved, arrange for a cable locator, and make arrangements for relocation or other protection of the fiber optic cable prior to beginning any work on the Railroad's premises.

#### **SECTION 9. INTERIM WARNING DEVICES**

If at anytime it is determined by a competent authority, by the Political Body, or by agreement between the parties, that new or improved train activated warning devices should be installed at the Roadway, the Political Body shall install adequate temporary warning devices or signs and impose appropriate vehicular control measures to protect the motoring public until the new or improved devices have been installed.

#### **SECTION 10. OTHER RAILROADS**

All protective and indemnifying provisions of this Agreement shall inure to the benefit of the Railroad and any other railroad company lawfully using the Railroad's property or facilities.

#### **SECTION 11. BOOKS AND RECORDS**

The books, papers, records and accounts of Railroad, so far as they relate to the items of expense for the materials to be provided by Railroad under this Project, or are associated with the work to be performed by Railroad under this Project, shall be open to inspection and audit at Railroad's offices in Omaha, Nebraska, during normal business hours by the agents and authorized representatives of Political Body for a period of three (3) years following the date of Railroad's last billing sent to Political Body.

#### **SECTION 12. REMEDIES FOR BREACH OR NONUSE**

A. If the Political Body shall fail, refuse or neglect to perform and abide by the terms of this Agreement, the Railroad, in addition to any other rights and remedies, may perform any work which in the judgment of the Railroad is necessary to place the Roadway and appurtenances in such condition as will not menace, endanger or interfere with the Railroad's facilities or operations or jeopardize the Railroad's employees; and the Political Body will reimburse the Railroad for the expenses thereof.

B. Nonuse by the Political Body of the Roadway for public highway purposes continuing at any time for a period of eighteen (18) months shall, at the option of the Railroad, work a termination of this Agreement and of all rights of the Political Body hereunder.

C. The Political Body will surrender peaceable possession of the Roadway and Roadway upon termination of this Agreement. Termination of this Agreement shall not affect any rights, obligations or liabilities of the parties, accrued or otherwise, which may have arisen prior to termination.

#### **SECTION 13. MODIFICATION - ENTIRE AGREEMENT**

No waiver, modification or amendment of this Agreement shall be of any force or effect unless made in writing, signed by the Political Body and the Railroad and specifying with particularity the nature and extent of such waiver, modification or amendment. Any waiver by the Railroad of any default by the Political Body shall not affect or impair any right arising from any subsequent default. This Agreement and Exhibits attached hereto and made a part hereof constitute the entire understanding between the Political Body and the Railroad and cancel and supersede any prior negotiations, understandings or agreements, whether written or oral, with respect to the work or any part thereof.



# City of Kerman

*"Where Community Comes First"*

MAYOR  
Gary Yep

MAYOR PRO-TEM  
Doug Wilcox

COUNCIL MEMBER  
Raj Dhaliwal

COUNCIL MEMBER  
Nathan Fox

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: CITY CLERK  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: DECEMBER 3, 2014

To: Mayor and City Council  
From: Marci Reyes, City Clerk  
Subject: Resolution Declaring the Results of the 2014 General Election

## RECOMMENDATION

Council review the Fresno County Elections Office canvass for Mayor and City Council positions and take the following action:

1. By motion adopt resolution approving the final canvass electing Stephen Hill as Mayor for a two-year term and electing Rhonda Armstrong and Gary Yep as Council Members each for a four-year term; and
2. Authorize the City Clerk to perform the Oaths of Office and present Council Members with Certificates of Election; and
3. Council to recognize outgoing Council Members for their years of service; and
4. Council to accept nominations for Mayor Pro-Tem and make appointment by motion.

## EXECUTIVE SUMMARY

The 2014 General Election was held on Tuesday, November 4, 2014; Pursuant to California Elections Code Section 10263 the Council shall declare the results and install the newly elected officers no later than the fourth Friday after the election (November 28th) or no later than the next regularly scheduled city council meeting following presentation of the 28-day canvass of the returns or at a special meeting called for this purpose, to declare the results and to install the newly elected officers.

The final vote tallies of the 2014 General Election will be presented for the City Council's review in the form of the Elections Official Certificate of Canvass which will be delivered on the 28th day following the election (December 2).

## DISCUSSION

The City Council must adopt the resolution presented for their consideration to ratify the election results so the newly elected candidates can rightfully begin the service of their terms.

## FISCAL IMPACT

None

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

**RESOLUTION NO. 14-\_\_**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
DECLARING RESULTS OF THE 2014 GENERAL ELECTION**

WHEREAS, the General Municipal Election was consolidated with the General Election, on Tuesday, November 4, 2014; and

WHEREAS, the notice of said election was duly and legally given, and all aspects were held and conducted and the votes cast thereat received and canvassed, and the returns thereof made and declared in the time, form, and manner as required by the general laws of the State governing elections in cities; and

WHEREAS, California Elections Code Section 10263(b) requires that "the governing body meet at its usual place of meeting no later than the next regularly scheduled city council meeting following presentation of the 28-day canvass of the returns, or at a special meeting called for this purpose, to declare the results and to install the newly elected officers"; and

NOW, THEREFORE, BE IT RESOLVED THAT the City Council finds that said General Consolidated Election was held and conducted in the City of Kerman on November 4, 2014, in the time, form, and manner as required by law.

That there were four (4) voting precincts established for the purpose of holding said election, consisting of a consolidation of the regular precincts established for holding general, state, and county elections as follows:

- 1) Consolidated Voting Precincts No. 779, 781, 782, 784.
- 2) Number of ballots cast in the City was XXXX.
- 3) Names and office of the persons voted for, and the number of votes given to each, are shown in the attached Exhibit 'A' Statement of Votes Cast and Election Summary Report.

---

BE IT FURTHER RESOLVED THAT at said General Election, Stephen Hill was elected to the office of Mayor for the term of two (2) years; Rhonda Armstrong and Gary K. Yep were elected to fill two Council Member seats, each for the term of four (4) years.

The foregoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Kerman held on the 3rd day of December 2014, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

---

Gary Yep  
Mayor

ATTEST:

---

Marci Reyes  
City Clerk