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AGENDA
KERMAN CITY COUNCIL
REGULAR MEETING
Kerman City Hall
850 S. Madera Avenue
Wednesday, August 05, 2015
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

Stephen B. Hill – Mayor
Gary Yep – Mayor Pro Tem
Rhonda Armstrong – Council Member
Nathan Fox – Council Member
Bill Nijjer – Council Member

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
- 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

- A. Presentation from Preston Prince on the 75th Anniversary of the Fresno Housing Authority (MR)

ATTACHMENTS: [Presentation/Proclamation](#)

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: [July 15, 2015/July 17, 2015](#)

B. SUBJECT: Payroll

Payroll Report: July 5, 2015 - July 18, 2015: \$144,642.26; Retro Pay: \$18.17; Overtime: \$7,514.68; Standby: \$1,088.86; Comp Time Earned: 18.75

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime Report](#)

C. SUBJECT: Warrants

1. Nos. 6787-6909: \$512,269.48
2. Excepting - Valley Food 6865-\$54.22

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

ATTACHMENTS: [Accounts Payable](#)

D. SUBJECT: Water Conservation Leak Notification Report (KM)

RECOMMENDATION: Informational only.

ATTACHMENTS: [Report - Leak Notification](#)

E. SUBJECT: Monthly Investment Report Ending June 30, 2015 (TJ)

RECOMMENDATION: Council accept the Monthly Investment Report as presented

ATTACHMENTS: [Investment Report](#)

F. SUBJECT: Third year Funding of State Law Enforcement Grant

RECOMMENDATION: Council approve Addendum No. 2 to Joint Law Enforcement Memorandum of Understanding (MOU) between the County of Fresno, all fifteen cities in the County, and the California Board of State and Community Corrections (BSCC) and authorize the Chief of Police to sign on behalf of the City.

ATTACHMENTS: [Staff Report – BSCC](#)

- G. SUBJECT: Resolution Approving First Amendment to Employment Agreement with Police Chief Blohm (HCM)

RECOMMENDATION: Council consider and by motion adopt resolution approving First Amendment to Employment Agreement between City and Joseph Kenneth Blohm.

ATTACHMENTS: [Staff Report - Police Chief Agreement](#)

3. PUBLIC HEARINGS

None

4. DEPARTMENT REPORTS

- A. SUBJECT: Resolution Authorizing the Purchase of a Prefabricated Restroom for Katey's Kids Park (PG)

RECOMMENDATION: Council by motion adopt a resolution authorizing the City Manager to a sign contract for the purchase of the "Ozark II" model precast concrete double restroom from CXT, Inc. in the amount not to exceed \$ 83,297.95.

ATTACHMENTS: [Staff Report – Katey's Kids Park](#)

- B. SUBJECT: Resolution Awarding Contract for the California Avenue Reconstruction Project (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding the contract for the California Avenue Reconstruction Project to Don Berry Construction, Inc. in the amount of \$678,679.24 and authorize the City Manager to sign the agreement.

ATTACHMENTS: [Staff Report - California Bid](#)

- C. SUBJECT: Agreement with Crown Homes for the Deferment of Certain Fees Concerning Construction of 20 Homes in Kerman Estates Tract 5478 (OP)

RECOMMENDATION: Council by motion adopt resolution approving the agreement with Crown Homes to defer certain fees concerning construction of 20 homes in Kerman Estates Tract 5478 and authorize the Mayor to execute the agreement.

ATTACHMENTS: [Staff Report - Crown Homes](#)

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

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.



Fresno Housing Authority Press Packet 2015

The Work

The Fresno Housing Authority helps more than 16,000 low, very low, and moderate income families, including seniors and the disabled, afford safe and quality housing. The agency administers diverse affordable housing and homeless programs funded by the U.S. Office of Housing and Urban Development (HUD), the U.S. Department of Agriculture (USDA), and the State of California. These programs help defray housing costs for residents of the city and county of Fresno with incomes substantially below the regional median income levels.

The Programs

Fresno Housing Authority, employing about 240 staff members, administers programs and services for residents in the city and county of Fresno. The agency owns, manages and subsidizes approximately 4,000 units of quality rental housing dispersed throughout the city and county, and provides rental assistance to an additional 12,500 qualified households through the Housing Choice Voucher program (previously known as Section 8). Fresno Housing Authority works with nonprofit and for-profit developers to expand the supply of affordable housing and also purchases and manages numerous affordable, multi-family housing developments throughout the city and county. Additionally, Fresno Housing Authority supports its residents to become employable through programs such as Family Self Sufficiency (FSS) and Resident Opportunities for Self-Sufficiency Program (ROSS).

The Strategies

With a mission to create and sustain vibrant communities throughout Fresno County, the Housing Authority focuses on four overarching strategies:

- developing and maintaining quality affordable housing for low-income residents throughout the city and county;
- designing, implementing, and sustaining exceptional programs that invest in residents and program participants to become self-sufficient;
- leading, encouraging, and building partnerships with local, regional, and national organizations to promote policies that build community; that increase and enhance affordable housing options; and that provide programs that reflect and support the needs of participants; and
- generating public will to address the housing needs of low-income households by contributing to effective statewide and national advocacy efforts and by leading local and regional programs that educate and encourage residents of Fresno County to have a voice in housing and civic issues.

Fresno Housing Authority is a public agency that helps more than 16,000 low-, very low-, and moderate-income families throughout the city and county of Fresno afford housing and the opportunity to live in diverse, vibrant neighborhoods. Fresno Housing Authority is the 5th largest housing authority in California and one of the 60 largest in the United States. Housing authorities play a crucial role in driving community revitalization by creating and renovating affordable housing, attracting private investment, and developing innovative programs that support self sufficiency. Fresno Housing Authority is led by a Board of Commissioners appointed by the Mayor of Fresno and the Fresno County Board of Supervisors.

About the Fresno Housing Authority

Q *What is the Fresno Housing Authority?*

A The Fresno Housing Authority helps more than 16,000 low and moderate income families, including seniors and the disabled, afford safe and quality housing. Fresno Housing is a cooperation between two public agencies, The Housing Authority of Fresno County and the Housing Authority of the City of Fresno. Each operate individual programs but share administrative functions to capture efficiencies.

Q *What does the Housing Authority do?*

A It administers many affordable housing and homeless programs funded by the U.S. Office of Housing and Urban Development (HUD), the U.S. Department of Agriculture (USDA), and the State of California. The agency's mission is to build strong communities by providing quality housing and empowerment opportunities to eligible families in partnership with community resource providers.

Q *How does the Housing Authority help Fresno residents afford quality housing?*

A The Housing Authority manages a variety of programs that help offset the housing costs of Fresno residents with incomes substantially below the local median income. The Housing Authority also works with nonprofit and for-profit developers to expand the supply of affordable housing and also purchases and manages numerous affordable multi-family housing developments throughout the city and county. Additionally, the Housing Authority supports residents as they work to improve their employability through programs such as Family Self Sufficiency (FSS), among others.

Q *Who is in charge of the Housing Authorities of the City and County of Fresno?*

A The Fresno Housing Authority is led by two Boards of Commissioners – the Board of Commissioners of the Housing Authority of the City of Fresno and the Board of Commissioners of the Housing Authority of Fresno County – each with seven members. The Executive Director of the Housing Authority reports to both boards and oversees the day-to-day operations of both agencies. Approximately 240 employees are involved in carrying out the Housing Authority's mandates and programs.

Q *Where does the Housing Authority get its funds?*

A The majority of funds come from the U.S. Office of Housing and Urban Development (HUD). HUD regulates and provides funding for most of the programs administered by the Housing Authority, including public housing, Housing Choice Vouchers (commonly known as Section 8), and Shelter Plus Care. The Housing Authority also generates income from its properties and can apply for a variety of grants as well as federal, state, and local funds to supplement its core funding. The Boards of Commissioners approves budget plans and oversees fiscal plans and expenditures.

Q *What is the average household income for families receiving assistance from the Fresno Housing Authority?*

A Sixty-two percent (62%) of households receiving assistance (vouchers or apartments) fall in the very low income category – earning less than 30% of the local median income in Fresno County. (Median income in Fresno County is approximately \$48,700; persons earning less than 30% of median income earn less than \$11,670 per year).

Q *How are self-sufficiency and independence of residents promoted and supported?*

A The Housing Authority partners with numerous organizations to provide programs, (such as youth workshops and after-school activities; parenting classes; and self-esteem, stress management, job development, financial management, budgeting/credit, early home-buyer, predatory lending, and foreclosure prevention workshops) that assist families to improve their economic and educational status. Contact the Housing Authority for more information about *Family Self-Sufficiency, Financial Education, Tutoring* programs.

Q *Where are the housing complexes that are owned and operated by the Housing Authority?*

A Apartments that are owned and managed by the Housing Authority are located in both the city and county of Fresno. For a complete list of all locations, please see the Housing Authority website (www.fresnohousing.org).

Q *How does the Housing Authority help low and moderate income families pay their rent?*

A The Housing Authority provides *Housing Choice Vouchers* which pay part of a family's rent and ensure that low and moderate income families don't pay an excessive percent of their income for housing. The Housing Authority also has programs specifically designed to address the needs of farm workers, the homeless, and residents with physical and/or mental challenges.

Q *How much of a renter's housing costs does the Housing Authority cover?*

A The amount of subsidy a family receives from the Housing Authority depends largely on the size and income of the family. In the *Housing Choice Voucher* program (Section 8), participants pay approximately 30 - 40% of their adjusted gross income in rent, and the balance of the rent amount is paid by the Housing Authority.

Q *How does someone apply for Housing Choice Vouchers or for an apartment in a Housing Authority-owned building?*

A There is currently a waiting list for Housing Authority-owned apartments and for the Housing Choice Vouchers program. For information about applying for the wait list for Housing Authority-owned apartments, call 559-445-8956; for information about the Housing Choice Voucher program, call 559-266-9941 or view the website (www.fresnohousing.org).

Q *Do some people get priority over other families waiting for apartments?*

A The Housing Authority gives preference to families and individuals such as the elderly, the disabled, veterans, and local residents, as well as those with special situations.

Q *Do people have to live in a public housing apartment to receive help from the Housing Authority?*

A No. While the Housing Authority owns and manages public housing complexes throughout Fresno County, the majority of residents helped by the Housing Authority are assisted through the Housing Choice Voucher program and live in housing that is privately owned.

Q *Do residents of Housing Authority owned apartments and Housing Choice Voucher holders have to be U.S. citizens?*

A No. Non-citizens can live in Housing Authority-owned apartments and can also live with family members who have *Housing Choice Vouchers*. At least one member of the household must be a U.S. citizen. (Rental assistance amounts reflect the number of U.S. citizens in the household).

Q *Does the Housing Authority provide special support for farm workers?*

A Yes. The Housing Authority owns farm labor housing complexes in Orange Cove, Mendota, Parlier, and Fresno. Legal residents who derive at least half of their income from farm-related sources are eligible for housing assistance in these complexes. This program is supported by grants from the Rural Development division of the U.S. Department of Agriculture.

Q *Does the Housing Authority provide support for migrant farm workers?*

A Yes. The Housing Authority manages two migrant farm worker complexes – one in Firebaugh and one in Parlier. These complexes are occupied from April through October and can be rented by farm workers who are legal residents who have a permanent home at least 50 miles away from the complex. These complexes are supported by grants from the State of California’s Office of Migrant Services.

Fresno Housing Authority Programs

Housing Choice Voucher Program

The Housing Choice Voucher Program (commonly known as Section 8) is a federal rental assistance program for low-income families renting from private landlords.

Family Self-Sufficiency Program (FSS)

FSS assists Housing Authority families to access community resources to achieve economic independence, educational benefits, and self-sufficiency. Participants enter into agreements with the Housing Authority to define five-year economic goals and establish escrow accounts to be used to achieve those goals.

Resident Opportunities for Self-Sufficiency Program (ROSS)

The ROSS Program assists families living in public housing to achieve economic independence and self-sufficiency through higher education, job training, and first-time home buying support.

Housing Counseling

The Housing Counseling Agency, assists families to achieve or preserve home ownership and rental housing. Individual and group counseling includes pre- and post-purchase, homeownership mortgage delinquency, credit, financial, rental and other housing counseling services.

Shelter Plus Care

Shelter Plus Care helps disabled homeless persons with severe mental illness, AIDS, or chronic substance abuse problems find permanent, supportive housing.

Karl Falk Scholarship

The Karl Falk Scholarship provides financial assistance to help Housing Choice Voucher recipients and Housing Authority residents pay for college tuition. The scholarships are presented in honor of Karl Falk, a professor at California State University Fresno, who specialized in housing and urban revitalization and served as Chair of the Housing Authority of Fresno County.

Better Opportunities Builder, Inc. (BOB)

BOB is an independent, non-profit organization that assists local governments and the Housing Authority provide housing for low and moderate-income residents. BOB partners with the Housing Authority by administering funds related to the Low-Income Housing Tax Credit Program and the Housing Opportunities for Persons with HIV/AIDS Program. BOB shares office space with the Housing Authority.

For more information: www.fresnohousing.org

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City of Fresno

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Fresno Housing Authority is a public agency that helps more than 16,000 low-, very low-, and moderate-income families throughout the city and county of Fresno afford housing and the opportunity to live in diverse, vibrant neighborhoods. Fresno Housing Authority is the 5th largest housing authority in California and one of the 60 largest in the United States. Housing authorities play a crucial role in driving community revitalization by creating and renovating affordable housing, attracting private investment, and developing innovative programs that support self sufficiency. Fresno Housing Authority is led by a Board of Commissioners appointed by the Mayor of Fresno and the Fresno County Board of Supervisors.



Comfort in Numbers

HAVING GROWN UP in Thai refugee camps, Chue Mouanourtoua took advantage of an opportunity to come to the U.S. in his teens, arriving in Fresno in 1993, where he attended Clovis High School and Fresno City College before enlisting in the Navy in 1999 (serving four years stationed in San Diego).

Chue returned to Fresno about 12 years ago, earned a B.S. in mathematics at Cal State Fresno and then simultaneously began his M.S. and teaching credentials programs (also at Cal State). His wife Lee, came to the U.S. from Thailand in 1996. She stayed at home to care for the couple's six children and later attended beauty school.

The Mouanourtoua family's first introduction to the Housing Authority came when Chue's CalWORKs job counselor referred them to the agency in 2005. They entered the Section 8 Housing Choice Voucher program, which helps qualified, low-income families select and afford quality private housing, and have been receiving assistance from the Fresno Housing Authority since 2008.

Chue describes the Housing Authority's Family Self-Sufficiency (FSS) program as a "major benefit"

to his family. He has enjoyed and taken advantage of diverse workshops offered by FSS on home ownership and credit history, where he has learned about the ins and outs of purchasing a home through the 'first-time buyer program.' Though the time is not yet right for the Mouanourtouas to become homeowners, Chue's ultimate goal is to buy a home in California.

While Chue is often motivated to move beyond Fresno – a possibility given the shortage of math teachers throughout California, Chue and his family are satisfied and well situated in their current residence, which they found on the Housing Authority website. "I like it because it's quiet," Chue says, "It's a nice neighborhood. It's close to the kids' school."

As a Housing Authority resident who faces the challenges of raising a family, finding a job, and eventually buying a house, Chue says "The Fresno Housing Authority helps a lot. For me, it helps me focus on what I want and what I want to achieve. The assistance helps me have peace of mind. It helps me focus on things I want to do, and that's a big benefit."



Bringing Them All Back Home

ORIGINALLY FROM REEDLEY, California, Louis Angel moved to Fresno with his family in the early 90's at the age of nine. As he grew older, he became aware of his parents' increasing drug abuse, and any sense of a stable home environment began to collapse. During high school, he moved frequently and often lived with relatives and friends, never staying in any one place for very long. For a while, Louis fell into the drug trap and lost custody of his three daughters.

Motivated to piece his life back together and bring his children home, Louis turned to Child Protective Services (CPS) for help. Through his social worker, he learned about Section 8 Housing Choice Vouchers and the Fresno Housing Authority, which in 2007 began to provide assistance to secure his living situation. In addition to receiving financial assistance for his apartment, Louis became part of the Housing Authority's Family Self Sufficiency (FSS) program which afforded Louis numerous opportunities to grow and learn about how to save money, how to establish a successful credit record, how to become more financially independent.

A year later, when approached by the Housing Authority about the possibility of becoming a

homeowner, Louis set in motion a plan to reach that goal. He acquired his GED and completed training to become an Emergency Medical Technician. Though this career path changed course, the Housing Authority offered to pay for Louis' education to become a drug and alcohol abuse counselor. His experiences with FSS helped him see home ownership as a realistic goal.

As a result of his hard work, Louis was named the 2010 Fresno Housing Authority Participant of the Year – an award that reflects his efforts and his successes.

Louis' days are busy – he continues his studies at Fresno City College; takes his daughters – Jasmine, Casira, and Hannah – to school; works his day job; and interns ten hours per week at a drug and alcohol facility. He's training with CPS to become certified to work with social workers, and hopes for a full-time position after he completes his program. Soon, Louis will be the first person in his family to graduate college, and the first to own a home.

"I'm just really thankful that I've had the opportunity to better myself and my life, not only for me but for my kids. I'm just excited that home ownership is right around the corner. I'm really excited," explained Louis.



A Place of Their Own

OFELIA RAMOS TRAVELED to the U.S. from Guanajuato, Mexico, for the first time when she was 18, accompanying her brother and father to harvest grapes in California's Central Valley. She returned many times for many other harvest seasons, until an opportunity arose that allowed her to secure legal status. Soon after, Ofelia met her husband Luis, and they started a family.

Life in the U.S. was not easy, and finding stable, clean, safe, affordable housing was probably the biggest challenge. "Many of the places we saw were poorly maintained and you couldn't get landlords to make repairs," explained Ofelia. While living in a small apartment in Calwa, CA (a small community about four miles from downtown Fresno), neighbors informed the Ramoses of a program in Fresno called the Housing Authority that provided apartments for low-income families. In 1993-4, the family moved into their first Housing Authority apartment, where they remained for eight years. As their family grew, the Housing Authority took note, offering them a newly-renovated, four-bedroom unit in 2000, which they took. Throughout those 17 years, the Ramoses say they had consistent support from the bilingual Housing Authority staff.

But the Ramoses were keenly interested in purchasing a home of their own, so they applied to

numerous agencies without success, until they learned from a Fresno Housing Authority brochure, about the Housing Authority's first time homebuyer program. With the help of Housing Authority staff, the process was explained and the paperwork got filed. Ofelia and Luis attended orientation sessions. "They taught us about credit history, interest, even a little about family cooperation. It was a little like therapy for us and the whole family got more united."

In March of 2010, the Ramos family moved into a brand new home in the Sierra Point development (a project of the Fresno Housing Authority). "This is a dream come true," Ofelia says, "after work, now I'm happy... I go and rest at my own house." She and Luis work at a recycling center; Daniel and Jessica, the two oldest children are in college; Miriam and Sonya are in local public schools. Ofelia describes their new neighborhood as a close-knit, hard-working community. "We lived comfortably in our previous Fresno Housing Authority apartments, but it's definitely better to be a homeowner," Luis adds. "Es un sueño hecho realidad, y no lo cambiaria por nada." ("It's a dream come true, and I wouldn't trade this for anything.")



A Chance to Recover

WITHOUT THE SUPPORT provided by the Fresno Housing Authority, there's a good chance that Kevin Fekety, an Army veteran in his 50s would be living on the streets. He's been there before; the Fresno resident, who has struggled with a childhood traumatic brain injury has been on and off the streets for years as he struggled to maintain employment and pursue an education. But Kevin's life turned around when he was offered an opportunity for stable housing through the federal Veteran Affairs Supportive Housing (VASH) program, administered locally through the Fresno Housing Authority. VASH is a Section 8 program that provides housing opportunities to eligible veterans. Kevin praised the opportunities it brings to veterans and stresses that success takes time and a series of small steps.

In addition to housing, Kevin receives clinical services and case management at the local V.A. hospital. This combination of secure housing and supportive services has provided the stability Kevin needed to focus on education and employment.

"It doesn't happen overnight... it takes months to stabilize... then you can move into a transition," he

explains. The VASH program provides a supportive environment, unlike other programs that, as Kevin says "factory" veterans, sending them hurriedly through the system with a minimum of support and resources. Kevin describes VASH as "a miracle;" it helped build and normalize his life in less than a year. He attributes his own healing to the veteran community – to the lives that touched his and to those he hopes he touched as well.

Connecting with housing and services through the Fresno Housing Authority in 2009 has helped Kevin achieve the stability to begin to overcome some of his challenges. He's bonded with other veterans living in his apartment complex, and he's preparing to complete his degree at Fresno State. He says the housing and services provided through the Housing Authority have helped him and other veterans break the cycle of homelessness.

"We're resilient. I think anybody – given the chance – is resilient. Given the chance, I think anybody can dig out, but you need that opportunity," Kevin clarifies.



Keeping on the Path

RAQUEL WILLIAMS, a single mother of four, moved from Tranquility, CA, to Fresno straight out of high school. She attended Fresno City College and Valley College, but dropped out as she waited to deliver her third child.

Raquel had previously participated in the Fresno Housing Authority's Section 8 Housing Choice Voucher Program, which helps low-income families afford quality housing in the private market. After her divorce, she heard about a newly-developed Fresno Housing Authority complex – Parc Grove Commons, and submitted an application. She heard there were many, many and was not optimistic: "I just thought, 'It's in God's hands – all I can do is put in the application and see what happens.'"

Less than two months later, Parc Grove became Raquel's first home as a single parent. The three-bedroom apartment provides a stable base from

which her children—Carl Jr., Jennika, Kharron, and Ianarri—can pursue their own dreams... of college and good careers. "We love the apartment," she says, "It means a lot to us. The kids like it; they're close to school."

Raquel visits the library nearby, and reads books with her youngest, Ianarri; she drops the other children off at the Community Computer Lab, where they work on school projects. Carl Jr. attends Design Science High School where he's turned his grades around and is now eagerly researching colleges. Jennika is soon to follow. Raquel works hard to keep them focused.

Her recipe for moving forward? "Stay healthy, stay strong, and keep your family close." To other families facing hard times, Raquel advises: "Know what you want for your kids as well as yourself, and stay on that path."

PROCLAMATION

WHEREAS, the year 2015 is recognized as the 75th anniversary of the Fresno Housing Authority; and

WHEREAS, for 75 years, Fresno Housing has changed the lives of tens of thousands of families throughout Fresno County by providing housing and critical programs that encourages people to succeed and engage in their neighborhoods; and

WHEREAS, Fresno Housing is more than just housing, but believes housing is core. Fresno Housing creates vibrant communities and quality housing, and works to engage residents to excel in school and work; and

WHEREAS, Fresno Housing focuses on the quality of place by creating new, innovative housing developments; and

WHEREAS, Fresno Housing leads, encourages, and builds partnerships with local, regional, and national organizations to promote policies that build community; and

WHEREAS, Fresno Housing, for 75 years, has recognized its responsibility to be professional, effective, and unparalleled in its commitment to leverage opportunities to support the communities of Fresno County.

NOW, THEREFORE, BE IT RESOLVED the Kerman City Council recognizes and congratulates Fresno Housing Authority for their 75 years of contributions to the local community.

I, Stephen B. Hill, do hereby affix my signature and direct the City Clerk to affix the official seal of the City of Kerman on behalf of the City Council on this 5th day of August 2015.

Stephen B. Hill
Mayor



MINUTES
KERMAN CITY COUNCIL
REGULAR MEETING
Kerman City Hall
850 S. Madera Avenue
Wednesday, July 15, 2015
6:30 PM

Stephen B. Hill – Mayor
 Gary Yep – Mayor Pro Tem
 Rhonda Armstrong – Council Member
 Nathan Fox – Council Member
 Bill Nijjer – Council Member

<p>Present: Mayor Hill (SH), Rhonda Armstrong (RA), Gary Yep (GY), Fox (NF), Nijjer (BN) Absent: None Also Present: City Attorney Cantú, Chief of Police, Community Services Director, Finance Director, Public Works Director, City Engineer</p>	<p>Voting: Yes, No, Absent (Abstain if needed)</p>
<ul style="list-style-type: none"> • Welcome – Mayor • Call to Order • Roll Call • Invocation • Pledge of Allegiance – City Clerk 	<p>6:36 p.m. All present NF Performed</p>
<p>AGENDA APPROVAL/ADDITIONS/DELETIONS</p>	<p>Approved</p>
<p>1. PRESENTATIONS/CEREMONIAL MATTERS</p>	<p>None</p>
<p>REQUEST TO ADDRESS COUNCIL</p>	
<p>2. CONSENT CALENDAR</p>	<p>Approved GY/BN removing Item 4K, excepting 6731, 3781, 3782 (5-0-0)</p>
<p>A. <u>SUBJECT</u>: Minutes <u>RECOMMENDATION</u>: Council approve minutes as presented.</p>	
<p>B. <u>SUBJECT</u>: Payroll <u>RECOMMENDATION</u>: Council approve payroll as presented.</p>	
<p>C. <u>SUBJECT</u>: Warrants 1. Nos. 6693-6786: \$237,295.08 2. Excepting – VF 6731-\$16.76, 6782-\$51.08; Sebastian: 6781-\$417.29</p>	<p>Approved 6731/6782 NF/RA (4-0-1) GY</p>
<p><u>RECOMMENDATION</u>: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)</p>	<p>Approved 6781 NF/GY (4-0-1) RA</p>
<p>D. <u>SUBJECT</u>: Resolution Proclaiming July 2015 as “Parks Make Life Better!® Month” in the City of Kerman (PG) <u>RECOMMENDATION</u>: Council by motion adopt resolution proclaiming July 2015 as “Parks Make Life Better!® Month” in the City of Kerman.</p>	<p>Res 15-35</p>

- E. SUBJECT: Resolution Authorizing the Mayor to Sign the Agreement for the Collection of Special Assessments (JJ)

RECOMMENDATION: Council by motion adopt the resolution authorizing the Mayor to sign the Agreement for the Collection of Special Assessments with the County of Fresno. Res 15-36

- F. SUBJECT: Resolution Authorizing the Mayor to Sign Administering Agency-State Master Agreement No. 00478S for State-Funded Projects (JJ)

RECOMMENDATION: Council by motion adopt the resolution authorizing the Mayor to sign Administering Agency-State Master Agreement No. 00478S for State-Funded Projects. Res 15-37

- G. SUBJECT: Investment of Funds in the State of California Local Agency Investment Fund (TJ)

RECOMMENDATION: Council by motion adopt resolution authorizing investment of funds into the local agency investment fund. Res 15-38

- H. SUBJECT: Resolution Amending 2015/2016 Miscellaneous and Public Safety Salary Schedules (TJ)

RECOMMENDATION: Council by motion adopt resolution amending the salary schedules for fiscal year 2015/2016 Res 15-39

- I. SUBJECT: Local Transportation Funds and State Transportation Assistance Funds from the Fresno Council of Governments (TJ)

RECOMMENDATION: Informational only and direction to staff. Informational Only

- J. SUBJECT: Certification and Claim of Measure "C" Extension Local Transportation Revenues for Fiscal Year 2015/2016 (TJ)

RECOMMENDATION: Council by motion adopt resolution authorizing Finance Director to submit certification and claim form for Measure "C" Extension Local Transportation Revenues for Fiscal Year 2015/2016 to the Fresno County Transportation Authority. Res 15-40

- K. SUBJECT: Resolution Designating an Additional Councilmember to Sign Warrants or Checks (TJ)

RECOMMENDATION: Council by motion adopt resolution authorizing Councilwoman Armstrong as an additional check signer for City bank accounts until the appointment of a full time City Manager. Removed from Consent Calendar Approved GY/BN (5-0-0)
Res 15-41

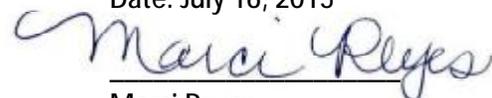
3. PUBLIC HEARINGS None

4. DEPARTMENT REPORTS	
A. <u>SUBJECT</u> : Letter from Malka Nijjer on the Status of the Kerman Animal Shelter <u>RECOMMENDATION</u> : Informational only and staff direction.	Presented
B. <u>SUBJECT</u> : New Animal Shelter Update (PG) <u>RECOMMENDATION</u> : Council review and give input, suggestions and direction to staff.	Presented
C. <u>SUBJECT</u> : Application for Community Development Block Grant Funds for Fiscal Year 2016-2017 (JJ) <u>RECOMMENDATION</u> : Council select a preferred project and direct Staff to submit an application for Community Development Block Grant Funds for Fiscal Year 2016-2017.	Minute Order Approved GY/BN (5-0-0) 1. Defer 16/17 payment. 2. If Deferment not available do projects: scoreboard, bathrooms and handicap entrance at City Hall.
D. <u>SUBJECT</u> : Police Fleet Analysis (TJ) <u>RECOMMENDATION</u> : Informational only and direction to staff.	Approved GY/BN (5-0-0) to purchase budgeted amount of \$125,000.
5. CITY MANAGER/STAFF COMMUNICATIONS	
6. MAYOR/COUNCIL REPORTS	
7. CLOSED SESSION	8:20 p.m.
A. Government Code Section 54957.6 Conference with Labor Negotiator - City Negotiator - City Negotiator: Mayor; Unrepresented Employee: Police Chief	No reportable action.
B. Government Code Section 54957 Public Employment Appointment - Title: Interim City Manager	No reportable action.
COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN	8:20 p.m.
8. ADJOURNMENT	8:21 p.m.

MINUTES CERTIFICATION

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

Date: July 16, 2015



Marci Reyes
City Clerk



MINUTES
KERMAN CITY COUNCIL
SPECIAL MEETING
Kerman City Hall
850 S. Madera Avenue
Friday, July 17, 2015
8:00 AM

Stephen B. Hill – Mayor
Gary Yep – Mayor Pro Tem
Rhonda Armstrong – Council Member
Nathan Fox – Council Member
Bill Nijjer – Council Member

1. Call to Order	8:06 a.m.
2. Closed Session Pursuant to Government Code Section 54957 Public Employment Appointment – Title: Interim City Manager	8:07 a.m. 8:13 p.m. reconvene
3. Consider and approve agreement for employment of Interim City Manager	Approved GY/RA employment with John Kunkle effective July 20, 2015 (5-0-0)
Adjournment	8:20 a.m.

MINUTES CERTIFICATION

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

Date: July 20, 2015

Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: July 05, 2015 - July 18, 2015

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY OT at 1/2		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
ADMINISTRATION										
Alvarez, Josefina	\$ 1,792.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,792.15	
Camacho, Josie	\$ 1,191.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,191.23	
Camacho-Collier, Carol	\$ 2,354.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,354.77	
Gonzalez, Diana	\$ 1,974.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,974.69	
Jones, Toni	\$ 3,042.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,042.46	
Nazaroff, Helen	\$ 1,958.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,958.31	
Patlan, Luis-Final	\$ 13,369.80	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 13,369.80	
Reyes, Marcia	\$ 2,586.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,586.00	
TOTAL	\$ 28,269.42	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 28,269.42	0.00
REC/SOCIAL										
Arredondo, Barbara	\$ 1,542.05	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,542.05	
Arredondo, Raquel	\$ 110.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 110.00	
Ayala, Adrien	\$ 400.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 400.00	
Barajas, Stephanie	\$ 441.19	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 441.19	
Burdine-Slaven, Jeanni	\$ 1,526.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,526.77	
Denman, Wayne	\$ 441.19	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 441.19	
Escamilla, Emi	\$ 530.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 530.25	
Esocbedo, Delaney	\$ 565.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 565.50	
Figueroa, Rita	\$ 380.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 380.00	
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	
Gallegos, Yenifer	\$ 268.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 268.25	
Gonzalez, Arthur	\$ 384.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 384.75	
Gonzalez, Jose Felix	\$ 1,615.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,615.85	
Gutierrez, Jacqueline	\$ 705.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 705.00	
Johnson, Theresa	\$ 1,683.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,683.23	
LeBlanc, Noah	\$ 47.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 47.25	
Lujan, Vanessa	\$ 583.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 583.00	
Martinez, Ramiro Jr	\$ 704.44	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 704.44	
Rangel, Jose A	\$ 369.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 369.00	
Rodrigues, Michael	\$ 277.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 277.50	
Salvador, Mark	\$ 1,984.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,984.62	
Sidhu, Nirmal	\$ 1,479.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,479.69	
Silva, Jessica	\$ 358.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 358.75	
Villa, Erika	\$ 441.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 441.00	
Villalobos, Stacey	\$ 360.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 360.00	
Villanueva, Liliana	\$ 519.19	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 519.19	
Villarreal, Arlene	\$ 355.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 355.00	
TOTAL	\$ 21,808.22	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 21,808.22	0.00
POLICE										
Antuna, Eric	\$ 2,231.62	\$ -	36.00	\$ 1,506.34	-	\$ -	5.00	\$ 34.87	\$ 3,772.84	
Antuna, Miguel	\$ 1,128.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,128.00	
Barbosa, Isaias	\$ 2,392.06	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,392.06	
Barcoma, Wilbert	\$ 2,924.56	\$ -	10.00	\$ 548.36	-	\$ -	-	\$ -	\$ 3,472.92	
Belding, Jeff	\$ 2,526.71	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,526.71	
Blohm, Joseph	\$ 4,047.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,047.23	
Chapman, Tom	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	
Cubillos, Teresa	\$ 3,070.74	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,070.74	
Davis, Jeff	\$ 3,070.74	\$ -	14.50	\$ 834.86	-	\$ -	-	\$ -	\$ 3,905.60	
Dunn, Jacob	\$ 1,699.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,699.85	

CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: July 05, 2015 - July 18, 2015

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY OT at 1/2		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Francone, Kevin	\$ 960.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 960.00	
Godfrey, Kyle	\$ 1,182.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,182.00	
Ledezma, Linda	\$ 1,272.11	\$ 18.17	-	\$ -	-	\$ -	-	\$ -	\$ 1,290.28	
Lehman, Dustin	\$ 1,784.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,784.77	
Madruga, Ron	\$ 2,392.06	\$ -	15.00	\$ 672.77	-	\$ -	-	\$ -	\$ 3,064.83	
Magallon, Peter	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	
Medina-Labetiaux, EJ	\$ 1,784.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,784.77	
Mendoza, Sandra	\$ 2,403.45	\$ -	2.00	\$ 90.13	-	\$ -	-	\$ -	\$ 2,493.58	
Nelson, Christopher J	\$ 3,145.64	\$ -	13.50	\$ 810.99	-	\$ -	-	\$ -	\$ 3,956.63	11.25
Ness, Lee	\$ 2,066.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,066.31	
Nevis, James	\$ 2,323.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,323.72	
Ramirez, Donald	\$ 1,508.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,508.77	
Rodrigues, Mary	\$ 1,776.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,776.92	
Rodriguez, Erika	\$ 2,105.76	\$ -	4.00	\$ 157.93	-	\$ -	-	\$ -	\$ 2,263.69	
Seroka, Dylan	\$ 1,784.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,784.77	7.5
Tiwana, Manpreet	\$ 2,125.44	\$ -	15.00	\$ 597.78	-	\$ -	5.00	\$ 33.21	\$ 2,756.43	
TOTAL:	\$ 56,583.25	\$ 18.17	110.00	\$ 5,219.15	-	\$ -	10.00	\$ 68.08	\$ 61,888.66	18.75
PUBLIC WORKS										
Arechiga, Pastor	\$ 1,759.85	\$ -	4.00	\$ 131.99	-	\$ -	-	\$ -	\$ 1,891.83	
Barajas, Michael	\$ 1,936.78	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,936.78	
Castro, Joseph	\$ 1,804.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,804.15	
Chavez, Fernando M.	\$ 2,392.15	\$ -	7.50	\$ 336.40	-	\$ -	-	\$ -	\$ 2,728.55	
Coronado, Karl	\$ 1,040.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,040.00	
Gastelum, Humberto	\$ 1,942.93	\$ -	4.50	\$ 139.65	-	\$ -	-	\$ -	\$ 2,082.58	
Gonzales, Ruben	\$ 2,031.25	\$ -	6.00	\$ 228.52	-	\$ -	-	\$ -	\$ 2,259.77	
Gruce, Robert	\$ 2,502.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,502.92	
Isaak, Denise	\$ 1,481.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,481.54	
Madruga, Lydia	\$ 1,984.57	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,984.57	
Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	
Prieto, Ruben	\$ 1,780.20	\$ -	27.50	\$ 973.55	-	\$ -	22.50	\$ 500.68	\$ 3,254.43	
Ramirez, Manuel	\$ 1,849.26	\$ -	14.00	\$ 485.43	-	\$ -	22.50	\$ 520.10	\$ 2,854.80	
Rodriguez, Joe	\$ 372.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 372.00	
Sanchez, Daniel	\$ 1,479.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,479.69	
Tinoco, Alfonso	\$ 1,040.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,040.00	
Vallejo, Edward	\$ 2,211.41	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,211.41	
Zapata, Domingo	\$ 1,105.70	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,105.70	
TOTAL	\$ 32,568.25	\$ -	63.50	\$ 2,295.53	\$ -	\$ -	\$ 45.00	\$ 1,020.79	\$ 35,884.57	0.00
PLANNING										
Kufis, Chris	\$ 2,417.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,417.12	
Pimentel, Olivia	\$ 2,220.99	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,220.99	
TOTAL	\$ 4,638.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,638.12	0.00
PLANNING							COUNCIL			
Epperson, R							Yep	\$	155.00	
Bandy, R							Fox	\$	155.00	
Nehring, K							Nijjer	\$	155.00	
Kehler, E							Armstrong	\$	155.00	
Wettlaufer, K							Hill	\$	155.00	
Jones, C										
Total	\$ -			Total					\$ 775.00	
GRAND TOTAL:	\$144,642.26	\$18.17	173.50	\$7,514.68	-	\$0.00	55.00	\$1,088.86	\$153,263.97	18.75

**CITY OF KERMAN
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

PAY PERIOD 07/05/15-07/18/15

POLICE DEPARTMENT

Overtime Categories - Number of Hours

Regular Overtime	Holiday OT at 1/2 Time	Shift Coverage	Court	Training	Avoid the 21 Grant	Special Events	Total
55.5		44.5	6			4	110
(see notes below for overtime description)							
DOUBLE TIME: (Sunday)							0
PUBLIC WORKS DEPARTMENT						Sub Total	110

Overtime Categories - Number of Hours

Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total	
20	16	4		14.5	4	58.5	
(see notes below for overtime description)							
DOUBLE TIME: (Sunday)					1	4	5
COMMUNITY SERVICES DEPARTMENT						Sub Total	63.5

Overtime Categories - Number of Hours

Regular Overtime	After Hour Event	Total
		0
FINANCE / PLANNING DEPARTMENTS		Sub Total
		0

Overtime Categories - Number of Hours

Regular Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit	Total
					0
FINANCE / PLANNING DEPARTMENTS					Sub Total
					0
Total Hours (All Departments)					<u>173.5</u>

POLICE DEPARTMENT:

Regular Overtime – 24 hrs orientation, 2 hrs crime free mtg, 12 hrs staff mtg, 2 hrs explorers, 1.5 hrs pursuit case, 14 hrs shooting call/report writing, 6 hrs court.

Holiday Overtime – hrs - Officers working on a holiday get paid OT 1/2 time.

Shift Coverage – 44.5 hrs shift coverage due to officers being out on vacation, or called in sick, hrs DT due to call out on Sunday

Special Investigation Division (SID) – Special police action is required such as a search warrant, surveillance, and other crime patterns, etc.

Training – hrs range training

Grant – hrs AVOID Grant

Special Events - 4 hrs crime prevention mtg.

PUBLIC WORKS DEPARTMENT:

Water Service - Includes 20 hrs OT for shut-off and turn-on of service, all water related emergencies.

Sewer Emergencies 16 hrs OT SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related issues)

Animal Control 4hrs OTVicious 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 4.5 hrs OT & 1 hr DT - Humberto council presentation, Called out to clean restrooms for CCC workers.

Call Back - 10 hrs OT Fernie called to help with SCADA/Power outage issues. Ruben G. and Pastor called to assist with water break on 6th street.

On-Call Duties 4 hrs OT and 4 hrs DT 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 - 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

ser: jcamacho
 Printed: 7/29/2015 1:35 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	Employment Development Department	07/10/2015	
	7102015	C PR TAX DEPOSIT 7/10/15 SIT PAYABLE=P		3,909.94
	7102015	C PR TAX DEPOSIT 7/10/15 SDI PAYABLE=S		1,170.91
Total for this ACH Check for Vendor 10147:				5,080.85
ACH	10517	Federal Taxes-Payroll	07/10/2015	
	7102015	C PAYROLL AX DEPOSIT 7/10/15 FIT PAYAB		14,675.67
	7102015	C PAYROLL AX DEPOSIT 7/10/15 FICA PAYA		17,059.88
	7102015	C PAYROLL AX DEPOSIT 7/10/15 FICA MED		3,989.70
Total for this ACH Check for Vendor 10517:				35,725.25
ACH	10518	Kerman Police Officers Assn.	07/10/2015	
	7012015	C MEMBERSHIP DUES 7/1/15		648.12
Total for this ACH Check for Vendor 10518:				648.12
ACH	10519	Kerman Municipal Employees Assn.	07/10/2015	
	7102015	C MEMBERSHIP DUES 7/10/15		172.50
Total for this ACH Check for Vendor 10519:				172.50
ACH	10520	ICMA-RC	07/10/2015	
	7102015	C DEFERRED COMP 7/10/15		3,030.00
Total for this ACH Check for Vendor 10520:				3,030.00
ACH	10522	CalPERS	07/10/2015	
	100000014566883	ANNUAL UNFUNDED ACCRUED LIAB		28,761.00
	100000014566888	ANNUAL UNFUNDED ACCRUED LIAB		39,624.00
	7102015	C EMPLOYER PAID CONTRIBUTIONS		10,343.22
	7102015	C EMPLOYEE PAID CONTRIBUTIONS		8,475.50
Total for this ACH Check for Vendor 10522:				87,203.72
Total for 7/10/2015:				131,860.44
6787	10574	AGRONATURAL	07/14/2015	
	681	CS-QUANTUM LIGHTS TREE FERTILIZER		335.50
Total for Check Number 6787:				335.50
6788	10504	AUTOZONE	07/14/2015	
	5324353710	VE-TORO MOWER SEALS		21.86
Total for Check Number 6788:				21.86
6789	10067	CALIFORNIA BUILDING STANDARDS	07/14/2015	
	06302015	FIN-BLDG STANDARDS ADM FEE 2ND QTR		112.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6789:	112.50
6790	10840 S1491	CASTOHN LLC CS-OUTCROPPING CORNER PALLET B	07/14/2015	1,990.71
			Total for Check Number 6790:	1,990.71
6791	10721 06262015	CHRIS NELSON PD- REIMBURSEMENT FOR MILEAGE FOR	07/14/2015	194.81
			Total for Check Number 6791:	194.81
6792	10452 K060315 K060315 K061015 K061015 K061715 K061715 K062415 K062415	CITY OF FRESNO WMD SWR-LAB ANALYSIS WTR-LAB ANALYSIS WTR-LAB ANALYSIS SWR-LAB ANALYSIS WTR-LAB ANALYSIS SWR-LAB ANALYSIS WTR-LAB ANALYSIS SWR-LAB ANALYSIS	07/14/2015	76.00 75.00 30.00 76.00 30.00 73.50 30.00 73.50
			Total for Check Number 6792:	464.00
6793	10098 78780	CLEANSTREET STRT-MONTHLY SWEEP FEE JUNE 15	07/14/2015	6,672.90
			Total for Check Number 6793:	6,672.90
6794	10106 2601604	CONSOLIDATED EDISON SOLUTIONS SWR-SOLAR POWER 119.565 KWH 06/01/15	07/14/2015	14,634.80
			Total for Check Number 6794:	14,634.80
6795	10108 124369 124430 124495	COOKS COMMUNICATIONS VE-FLEXI WHIP ANTENNA 5 STOCK VE-GUNLOCK TIMER PD VEHICLE WTR-REPAIR CITY HALL RADIO	07/14/2015	194.81 47.08 105.00
			Total for Check Number 6795:	346.89
6796	10114 64493	CROWN SHORT LOAD CONCRETE CS-CONCRETE FOR KATEY'S KIDS PARK	07/14/2015	502.16
			Total for Check Number 6796:	502.16
6797	10126 06302015	DEPARTMENT OF CONSERVATION FIN-STRONG MOTION 4TH QTR FY 14/15	07/14/2015	307.08
			Total for Check Number 6797:	307.08
6798	10128 10839	DEPARTMENT OF JUSTICE PD-JUNE LIVE SCAN PRINTS	07/14/2015	403.00
			Total for Check Number 6798:	403.00
6799	10154 CAFR252532 CAFR252532 CAFR252532 CAFR252532	FASTENAL COMPANY STRTC-SUPPLIES WTR-SUPPLIES LLD-SUPPLIES BPO-SUPPLIES	07/14/2015	14.06 26.74 139.45 45.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6799:	225.39
6800	10491	FORENSIC NURSE SPECIALISTS, INC.	07/14/2015	
	2000	PD-SEXUAL ASSAULT EXAM 15-1201 VIC		900.00
	2000	PD-SEXUAL ASSAULT EXAM 15-1201 SUS		500.00
			Total for Check Number 6800:	1,400.00
6801	10162	FRESNO COUNTY TREASURER	07/14/2015	
	SO12720	PD-JUNE 2015 RMS/JMS/CAD ACCESS FEES		167.00
			Total for Check Number 6801:	167.00
6802	10842	FRESNO ECONOMIC OPPORTUNITIES	07/14/2015	
	840959	CS-ROCK WALL CONSTRUCTION KATEYS		5,000.00
			Total for Check Number 6802:	5,000.00
6803	10175	G & K SERVICES, INC	07/14/2015	
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		3.66
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		105.67
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		16.62
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		948.10
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		62.53
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		1.72
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		9.27
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		14.49
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		32.06
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		10.07
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		52.43
	06302015	VAR-UNIFORMS, MATS, SUPPLIES		56.70
			Total for Check Number 6803:	1,313.32
6804	10191	H & J CHEVROLET INC	07/14/2015	
	CVW20158	V/E-FUEL PUMP MODULE SENSOR #1446		448.68
	CVW20211	V/E-NEW KEY FOR #1458		48.12
			Total for Check Number 6804:	496.80
6805	10198	HENRY, LOGOLUSO, & BLUM	07/14/2015	
	22771	CC-JUNE LEGAL FEES-MONTHLY MEETIN		500.00
	22774	CC-JUNE LEGAL FEES-GENERAL ONG		426.00
	22775	CC-JUNE LEGAL FEES-PERSONNEL ONG		120.00
			Total for Check Number 6805:	1,046.00
6806	10211	INTERNAL REVENUE SERVICE	07/14/2015	
	06302015	FIN-ANNUAL NAT'L HEALTH PLAN FEES		108.16
			Total for Check Number 6806:	108.16
6807	10234	KERMAN FLORAL & GIFTS	07/14/2015	
	06022015	PD-SYMPATHY PLANT OFF NESS		50.87
			Total for Check Number 6807:	50.87
6808	10243	KINGS RIVER CONSERVATION DIST	07/14/2015	
	3996	WTR-RESOURCE ANALYST-ALLOCATED		194.90
	3996	WTR-DIRECTOR OF FINANCE-ALLOCATEI		19.92
	3996	WTR-COPY COSTS, POSTAGE		8.13

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6808:	222.95
6809	10678 06302015 125990	MAC'S EQUIPMENT INC V/E-VAR SUPPLIES 6 INV <\$50 V/E-AIR FILTERS	07/14/2015	155.89 163.90
			Total for Check Number 6809:	319.79
6810	10260 118363	METRO UNIFORM & ACCESSORIES ACC-2 UNIFORM SHIRTS FOR K GODFREY	07/14/2015	108.12
			Total for Check Number 6810:	108.12
6811	10261 06302015 06302015 06302015	MID VALLEY DISPOSAL, INC SWA-JUNE SW CHARGES SWA-JUNE SW CHARGES - CITY PORTION SWA-JUNE SW CHARGES - ROLL OFF/FRAI	07/14/2015	88,527.25 -17,705.45 -815.80
			Total for Check Number 6811:	70,006.00
6812	10265 070615	MONTOY LAW CORPORATION CC-JUNE LEGAL FEES	07/14/2015	99.00
			Total for Check Number 6812:	99.00
6813	10286 06302015 3921-217818 3921-218761 3921-219892 3921-221695 3921-221695 3921-222041 3921-222148 3921-222173 3921-222174	O'REILLY AUTOMOTIVE, INC V/E-SUPPLIES 2 INV <\$50 V/E-WINDOW SWITCH #1422 V/E-IGN COIL VENT STICK IRIIDIUM PLUG V/E-STARTER #1407 V/E-BATTERY #1386 V/E-BATTERY #1484 V/E-FRONT ROTORS/PADS #1483 V/E-AC ACCUM/COMPRESS #1461 V/E-CREDIT ON RETURN V/E-REAR AXLE SHAFT #1461	07/14/2015	49.77 72.03 89.58 175.96 130.72 130.72 411.35 284.77 -265.26 247.82
			Total for Check Number 6813:	1,327.46
6814	10282 771864101001 771864101001	OFFICE DEPOT WTR-LABEL WRITER/LABELS WTR-LABEL WRITER/LABELS	07/14/2015	98.57 32.85
			Total for Check Number 6814:	131.42
6815	10289 2881141119-9 3920400666-0 4055166878-9 4055166878-9 4055166878-9 4055166878-9 4939626163-5 5741309690-0 5741309690-0 6825025396-7	P.G.& E. CS-TRANSIT BUS FUEL JUNE 2015 STRT-MONTHLY SER 6/2/15-6/30/15 LLD-MONTHLY SERV 04/30/15-05/31/15 LLD-INSTALLMENT LOAN LED LLD-INSTALLMENT LOAN LED LLD-MONTHLY SERVICE 06/01/15-06/29/15 V/E-MONTHLY UTILITIES 6/1/15-6/29/15 BPO-MONTHLY SERV 04/28/15-05/27/15 BPO-MONTHLY SERV 05/28/15-06/25/15 ADM-MONTHLY UTILITIES 6/3/15-7/1/15	07/14/2015	105.90 3,942.85 1,451.26 1,207.83 1,207.83 1,441.64 946.97 477.33 461.48 1,480.62
			Total for Check Number 6815:	12,723.71
6816	10330 108107	SAN JOAQUIN VALLEY RAILROAD CC WTR-PRIVATE ROAD CROSSING 0801115-0'	07/14/2015	1,266.39

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6816:	1,266.39
6817	10335 23094	SILVA FORD MADERA V/E-FAN ASSEMBLY/T-STAT #1401	07/14/2015	494.40
			Total for Check Number 6817:	494.40
6818	10337	SLUMBERGER LUMBER	07/14/2015	
	06022015	STRTC-VARIOUS GALVANIZED PIPES		23.65
	06022015	BPO-PARKS-SUPPLIES 7 INV <\$50		75.82
	06022015	BPO-BLDG-SUPPLIES 2 INV <\$50		48.99
	06162015	WTR-SUPPLIES 2 INV <\$50 ACCT #3305		26.22
	06302015	CS-BLDS MAINT/REPAIR SUPPLIES		95.56
	06302015	CS-PARKS MAINT/REPAIR SUPPLIES		16.20
	06302015	CS-CTR MAINT/REPAIR SUPPLIES		314.20
	06302015	CS-YSB MAIN/REPAIR SUPPLIES		20.71
	B255908	STRTC-VARIOUS GALVANIZED PIPES		99.93
	B255910	STRTC-SUPPLIES 7 INV <\$50		82.49
	B256570	LLD-SUPPLIES 4 INV <\$50		50.42
	C156460	BPO-PARKS-SUPPLIES TO PARKS		56.24
	C156460	BPO-BLDG-SUPPLIES TO BLDG		5.71
	C156715	SWR-SUPPLIES 1 INV <\$50 ACCT #3305		1.61
			Total for Check Number 6818:	917.75
6819	10552 46656	STEVE PATRICK A/C & REFRIGERATIC BPO-REPAIR AC AT 942 S MADERA AVE	07/14/2015	500.00
			Total for Check Number 6819:	500.00
6820	10441 3901630-00	TURF STAR INC. V/E-STOCK PARTS FOR TORO MOWERS	07/14/2015	264.74
			Total for Check Number 6820:	264.74
6821	10391	VALLEY FARM SUPPLY STORES	07/14/2015	
	06302015	VAR-SUPPLIES <\$50		118.86
	06302015	VAR-SUPPLIES <\$50		29.55
	06302015	VAR-SUPPLIES <\$50		102.42
	06302015	VAR-SUPPLIES <\$50		185.26
	06302015	VAR-SUPPLIES <\$50		51.24
	06302015	VAR-SUPPLIES <\$50		133.12
	06302015	VAR-SUPPLIES <\$50		33.21
	OFF1K104719	LLD-SUP BELT, LINE, SHIELD, SPOOL		132.91
	OFF1K104840	BPO-AXE, PIPE CUTTER		57.32
	OFF1K104950	VE-GUIDE BAR, CHAIN LOOP		82.16
	OFF2K104568	BPO-POWER TRIM PULLEY X2		125.67
	OFF2K104569	VE-GAS CANS X2		86.47
	OFF2K104784	VE-STIHL STARTER ROPE, HONDA CARB		197.66
			Total for Check Number 6821:	1,335.85
6822	10406 12532/48003 12533/48004 12533/48004	WEST HILLS OIL, INC VE-FUEL JUN 16-30 134.095 GALLONS VE-FUEL JUN 16-30 1243.679 GALLONS VE-FUEL B ARREDONDO TRANSIT 65.273 G	07/14/2015	458.10 4,258.37 222.80
			Total for Check Number 6822:	4,939.27
6823	10412 080244750	XEROX CORPORATION ADM-COPIER LEASE	07/14/2015	267.99

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	080244750	ADM 18,763 PRINT CHARGES @.006400		120.08
	080244750	ADM-COPIER TAX		35.44
	080244751	CS REC DEPT COPIER JUNE 2015		250.53
	080366956	WTR-COPIER LEASE JUNE 2015		164.40
	080366956	SWR-COPIER LEASE JUNE 2015		164.39
Total for Check Number 6823:				1,002.83
6824	10413	YAMABE & HORN ENGINEERING	07/14/2015	
	33561	GOLDENROD RAILROAD CROSSING		65.00
	33562	WHITESBRIDGE VINELAND TRAFFIC SIGN		720.00
	33563	KATEY'S KIDS NATURE PARK		180.00
	33564	GENERAL ENGINEERING		1,155.00
	33565	STANISLAUS & 16TH FRONTAGE LANDSC.		655.00
	33566	DOUBLE L MHP WATER SERV WELL 18		2,935.00
	33567	VINELAND AVE WIDENING		180.00
	33568	UPRR PEDESTRIAN & BICYCLE TRAIL		120.00
	33569	PROP 84 WATER METER PROJECT		4,377.50
	33570	CALIFORNIA & MAY RECONST-FEDERAL		420.00
	33571	PAVEMENT MANAGEMENT SYSTEM		4,800.00
	33572	CDBG KATEY'S KIDS PARK		3,060.00
	33573	CALIFORNIA AVE RECONST-LOCAL		12,688.50
	33574	SR2S PEDESTRIAN SAFETY IMPROV		527.50
	33575	KHS PARKING LOT REVIEW		210.00
	33576	2015 CIP UPDATE-STREET CIP		315.00
	33576	2015 CIP UPDATE-WATER CIP		52.50
	33577	2015 LLMD ASSESSMENT		682.50
	33577	2015 LLMD ASSESSMENT-GIS MAPPING		410.00
	33578	CALIFORNIA AVE SIDEWALK DEL NORTE/		240.00
	33579	WATER CONSERVATION ENGINEERING SU		315.00
	33580	TENANT IMPROV 290 S MADERA AVE		78.75
	33581	MAGANA UTILITY AGREEMENT		157.50
	33582	GROUNDWATER MGMNT ENG SUPPORT		262.50
	33583	CANTU UTILITY AGREEMENT		262.50
	33584	ETHERIDGE UTILITY AGREEMENT		315.00
	33585	SPR 15-03 VALLEY HEALTH TEAM PARKIN		210.00
Total for Check Number 6824:				35,394.75
6825	10616	AAA QUALITY SERVICES, INC.	07/14/2015	
	00226601	CS-FENCE RENTAL KATEY'S KIDS PARK		81.17
Total for Check Number 6825:				81.17
6826	10010	ACCONTEMPS	07/14/2015	
	43439941	FIN-TEMP AGENCY PERSONNEL-32 HRS		54.94
	43439941	FIN-TEMP AGENCY PERSONNEL-32 HRS		164.84
	43439941	FIN-TEMP AGENCY PERSONNEL-32 HRS		137.36
	43439941	FIN-TEMP AGENCY PERSONNEL-32 HRS		192.30
Total for Check Number 6826:				549.44
6827	10848	ISAIAS BARBOSA	07/14/2015	
	7102015	PD-SUBSISTENCE POST PERISHABLE SKII		39.00
Total for Check Number 6827:				39.00
6828	10717	DAVID CASTILLO, VORTAL ME	07/14/2015	
	1016	ADM-MONTHLY WEB HOSTING & MTG JU		50.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6828:	50.00
6829	10148 0109667-IN 0109667-IN	ENTENMANN-ROVIN CO. PD-1 SGT BADGE #23 & #202 ACC- ANIMAL CONTROL BADGE #402	07/14/2015	229.37 114.68
			Total for Check Number 6829:	344.05
6830	10162 SO12719	FRESNO COUNTY TREASURER PD-DISPATCHING SERV JULY 2015	07/14/2015	17,427.30
			Total for Check Number 6830:	17,427.30
6831	10169 23458	FRESNO PET CEMETERY AAC-10 ANIMAL CARCASSES DISPOSED O	07/14/2015	206.30
			Total for Check Number 6831:	206.30
6832	10170 RTC0001717	FRESNO POLICE DEPARTMENT PD-POST PERISHABLE SKILLS CLASS OFF	07/14/2015	682.00
			Total for Check Number 6832:	682.00
6833	10194 E174194	HD SUPPLY WATERWORKS, LTD WTR-STRAIGHT COUPLING NO LEAD	07/14/2015	121.76
			Total for Check Number 6833:	121.76
6834	10205 IN-000536620 IN-000536620 IN-000537505	INDEPENDENT STATIONERS CS-TRANSIT CLOCK CS-SC BATTIERIES STIR STICKS CS-SC WHITE OUT	07/14/2015	13.98 19.89 4.82
			Total for Check Number 6834:	38.69
6835	10849 7102015	JAMES NEVIS PD-SUBSISTENCE POST PERISHABLE SKIL	07/14/2015	39.00
			Total for Check Number 6835:	39.00
6836	10305 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464	PITNEY BOWES PURCHASE POWER VAR-POSTAGE FOR METER VAR-POSTAGE FOR METER	07/14/2015	20.62 6.09 743.91 8.73 0.48 4.11 108.55 103.26 0.97 2.08
			Total for Check Number 6836:	998.80
6837	10329 C234992	SAN JOAQUIN VALLEY AIR POLL SWR ANNUAL PERMIT FEE WELL #17 PERI	07/14/2015	240.00
			Total for Check Number 6837:	240.00
6838	10351 APPL ID# 457728	SWRCB WTR-PRD APPLICATION FEES	07/14/2015	200.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6838:	200.00
6839	10354 2045544	T & T PAVEMENT MARKINGS STRTC-25 BARRICADES	07/14/2015	716.99
			Total for Check Number 6839:	716.99
6840	10399 211852	VETERINARY MEDICAL CENTER AAC-1 EUTHANASIA OF ANIMAL	07/14/2015	22.40
			Total for Check Number 6840:	22.40
6841	10412 080244750	XEROX CORPORATION WTR-WATER CONS MAYORS LETTER	07/14/2015	42.87
			Total for Check Number 6841:	42.87
6842	10382 128982447-002 128982447-003	UNITED RENTALS NORTHWEST, INC CS-MINI EXCAVATOR RENTAL CS-ALL TERRAIN FORKLIFT	07/14/2015	2,428.85 2,141.92
			Total for Check Number 6842:	4,570.77
			Total for 7/14/2015:	193,218.72
6843	10001 14074080	1-800 RADIATOR & A/C V/E-RADIATOR CM VICTORIA #1401	07/21/2015	98.48
			Total for Check Number 6843:	98.48
6844	10010 43465875 43465875 43465875 43465875	ACCONTEMPS FIN-TEMP AGENCY PERSONNEL-32 HRS FIN-TEMP AGENCY PERSONNEL-32 HRS FIN-TEMP AGENCY PERSONNEL-32 HRS FIN-TEMP AGENCY PERSONNEL-32 HRS	07/21/2015	55.86 195.55 167.63 139.68
			Total for Check Number 6844:	558.72
6845	10015 66825 66825	ADVANCE FORMS MANAGEMENT PD-1000 REGULAR ENVELOPES PD-DISCOUNT	07/21/2015	534.83 -9.63
			Total for Check Number 6845:	525.20
6846	10021 0443863-IN	ALERT O LITE PD-ORANGE MARKING PAINT	07/21/2015	46.22
			Total for Check Number 6846:	46.22
6847	10035 2336	AQUA NATURAL SOLUTIONS SWR-MICROBE LIFT/SLUDGE AWAY	07/21/2015	491.72
			Total for Check Number 6847:	491.72
6848	10082 27149400 27149400 27149400 27149400 27189400	CARROT-TOP INDUSTRIES VAR-4X6" NYLON US FLAG X6 CTC-EAGLE GOLD 7" ALUMINUM CTC-SHIPPING CTC-SPEAR GOLD 9" UNIVERSAL CTC-WINCH HANDLE	07/21/2015	159.00 26.95 13.59 19.00 49.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6848:	267.90
6849	10102 50331	CODE PUBLISHING COMPANY CLRK-KMO UPDATE WEB JULY 2015	07/21/2015	193.05
			Total for Check Number 6849:	193.05
6850	10104 815550021014764	COMCAST TECH-TECH SERVICES 7/14/15-8/13/15	07/21/2015	168.92
			Total for Check Number 6850:	168.92
6851	10140 274656 274656 274656	E & M ELECTRIC & MACHINERY INC WTR-WIN 911 ANNUAL SOFTWARE MAINI WTR-WIN 911 ANNUAL SOFTWARE MAINI WTR-WIN 911 ANNUAL SOFTWARE MAINI	07/21/2015	198.78 198.78 29.93
			Total for Check Number 6851:	427.49
6852	10204 36061 36061 36061	IDTS INC PD-1 ANNUAL ENROLLMENT SEROKA PD-1 INITIAL ENROLLMENT FRANCONI PD-PRE-EMP DRUG SCREEN FRANCONI	07/21/2015	5.00 5.00 60.00
			Total for Check Number 6852:	70.00
6853	10234 8793/8812	KERMAN FLORAL & GIFTS CC-NESS/NAZAROFF CONDOLENCES	07/21/2015	108.22
			Total for Check Number 6853:	108.22
6855	10239 40090 40090	KERWEST NEWSPAPERS STRT-LEGAL NOTICES-CONTRACTORS STRT-LEGAL NOTICES LOCAL	07/21/2015	432.00 432.00
			Total for Check Number 6855:	864.00
6856	10282 778697472001 778697583001	OFFICE DEPOT PD-OFFICE SUPPLIES, TONER PD-OFFICE SUPPLIES THERMAL POUCHES	07/21/2015	123.52 28.78
			Total for Check Number 6856:	152.30
6857	10315 PC000340972	QUINN COMPANY V/E-ANTIFREEZE FOR CAT BACKHOE	07/21/2015	33.80
			Total for Check Number 6857:	33.80
6858	10322 JVALDOVINOS	RICHARD A. BLAK, PHD PD-POST PSYCHOLOGICAL J VALDOVINO!	07/21/2015	350.00
			Total for Check Number 6858:	350.00
6859	10420 622685312-164 622685312-164 622685312-164 622685312-164 622685312-164 622685312-164 622685312-164	SPRINT VAR-MONTHLY CELLULAR SERV 6/12/15-7 VAR-MONTHLY CELLULAR SERV 6/12/15-7	07/21/2015	25.45 25.45 186.63 33.93 25.45 55.14 152.70

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	622685312-164	VAR-MONTHLY CELLULAR SERV	6/12/15-7	93.31
	622685312-164	VAR-MONTHLY CELLULAR SERV	6/12/15-7	84.83
	622685312-164	VAR-MONTHLY CELLULAR SERV	6/12/15-7	29.69
	622685312-164	VAR-MONTHLY CELLULAR SERV	6/12/15-7	36.05
	622685312-164	VAR-NEW SCADA PHONE		153.29
Total for Check Number 6859:				901.92
6860	10754 5142361-01	SUPPLYWORKS CTC-JANITORIAL SUPPLIES	07/21/2015	117.69
Total for Check Number 6860:				117.69
6861	10355 P10301248 P10301248	TARGET SPECIALTY PRODUCTS VAR-SNAPSHOT HERBICIDE VAR-SNAPSHOT HERBICIDE	07/21/2015	248.92 248.92
Total for Check Number 6861:				497.84
6862	10363 1725290	THE BUSINESS JOURNAL CC-ADM-PRINT/E-BUSINESS JOURNAL	07/21/2015	69.00
Total for Check Number 6862:				69.00
6863	10851 07162015	THE FATHERS HOUSE CHURCH REC-REFUND FOR POOL RENTAL FEES	07/21/2015	82.50
Total for Check Number 6863:				82.50
6864	10378 73174579 73174579	ULINE SHIPPING SUPPLY FIN-SERVICE CART FIN-SERVICE CART	07/21/2015	115.81 115.80
Total for Check Number 6864:				231.61
6865	10392 2525 2525	VALLEY FOOD CENTER REC-DAY CAMP FOOD CRAFT SUPPLIES REC-DAY CAMP FOOD CRAFT SUPPLIES	07/21/2015	13.88 40.34
Total for Check Number 6865:				54.22
6866	10061 A513486	BSK ASSOCIATES WTR-RADIUM 228 DW MATRIX QTR TESTI	07/21/2015	600.00
Total for Check Number 6866:				600.00
6867	10617 07/13/15	C.A. REDING CO., INC. PD-JUNE BILLING FOR COPIES 6/13/15 TO	07/21/2015	63.23
Total for Check Number 6867:				63.23
6868	10092 238577 238578 238579 238837 238839 238843 239255 239256	CENTRAL VALLEY TOXICOLOGY PD-BLOOD TEST 15-0897 PD-BLOOD TEST 15-0889 PD-BLOOD TEST 15-0981 PD-BLOOD TEST 15-0762 PD-BLOOD TEST 15-0974 PD-BLOOD TEST 15-0922 PD-BLOOD TEST 15-1083 PD-BLOOD TEST 15-1115	07/21/2015	78.00 116.00 146.00 69.00 78.00 215.00 38.00 38.00
Total for Check Number 6868:				778.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
6869	10105 06302015	COMMUNITY MEDICAL CENTER PD-4 BLOOD DRAW 15-1083, 1115, 1207, 435	07/21/2015	700.00
Total for Check Number 6869:				700.00
6870	10128 111104	DEPARTMENT OF JUSTICE PD-2 BLOOD ALCOHOL ANALYSIS JUNE	07/21/2015	70.00
Total for Check Number 6870:				70.00
6871	10133 SL151056	DEPARTMENT OF TRANSPORTATION STRT-SIGNALS & LIGHTING APR-JUNE 201	07/21/2015	1,896.93
Total for Check Number 6871:				1,896.93
6872	10255 14214 14274B	MADERA TROPHY CC-PLAQUE PATLAN CC-NAME PLATE MONTOY	07/21/2015	108.00 16.30
Total for Check Number 6872:				124.30
6873	10281	NORTH CENTRAL FIRE PROT DIST FIN-AT&T WIRELES FIRE REVIEW 15236 W FIN-AVILA LARGE FAMILY DAY CARE FIN-CFT DEVELOPMENT PANDA EXPRESS FIN-CENTER LINE DESIGN DIALYSIS CLIN FIN-KERMAN CAR WASH FIN-TBS HOLDINGS JACK IN THE BOX CA FIN-JULIO CAMPOS FIN-CORE STATES GROUP ENERGY SERVE FIN-VALLEY HEALTH TEAM PARKING LOT	07/21/2015	247.00 247.00 247.00 247.00 247.00 247.00 247.00 247.00 247.00
Total for Check Number 6873:				2,223.00
6874	10289 1987076471 1987076813 4647279811-8 5467738112 5467738529 5467738664 5467738734 5467738856 5467738886 8970493160	P.G.& E. VAR-WASTE WATER LIFT PUMP VAR-150 HP CITY WELL #10 PD-JUNE 2015 PG&E BILL 6/3/15 TO 7/1/15 VAR- 201 S VINELAND #14 VAR-WWTP VAR-WELL #15 PUMP STATION VAR-200 HP WATER WELL #9 VAR-STORM WATER LIFT PUMP VAR-920 S GOLDENROD #17 VAR-WATER WELL #12	07/21/2015	175.86 432.66 2,295.06 5,148.38 19.71 6,797.13 6,452.86 42.62 7,998.26 187.87
Total for Check Number 6874:				29,550.41
6875	10399 211807	VETERINARY MEDICAL CENTER AAC-2 EUTHANASIA OF ANIMAL(S) + DISI	07/21/2015	40.40
Total for Check Number 6875:				40.40
6876	10850 00007361	Z - ANDREW GUZMAN CTC-DEPOSIT REFUND CTC 7/18/15	07/21/2015	400.00
Total for Check Number 6876:				400.00
6877	10852 0000759 00018648	Z AMANDA CASTILLO CTC-DEPOSIT REFUND CTC 10/17/15 CTC-EVENT CANCELATION CTC 10/17/15	07/21/2015	400.00 550.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6877:	950.00
6878	10853 00023033 00028318	Z MARIA AREVALO CTC-DEPOSIT REFUND SH 7/18/15 CTC-DEPOSIT REFUND SH 7/18/15	07/21/2015	70.00 30.00
			Total for Check Number 6878:	100.00
6879	10854 07012015	KERMAN UNIFIED EDUCATION FOUN CC-DONATION TO KU ED FOUNDATION	07/21/2015	500.00
			Total for Check Number 6879:	500.00
			Total for 7/21/2015:	44,307.07
ACH	10147 7242015 7242015	Employment Development Department C PR TAX DEPOSIT SIT PAYABLE=PIT AMO C PR TAX DEPOSIT SDI PAYABLE=SDI AMC	07/27/2015	3,977.56 1,176.90
			Total for this ACH Check for Vendor 10147:	5,154.46
ACH	10517 07242015 07242015 07242015	Federal Taxes-Payroll C PAYROLL TAX DEPOSIT 7/24/15 FICA PAY C PAYROLL TAX DEPOSIT 7/24/15 FICA ME. C PAYROLL TAX DEPOSIT 7/24/15 FIT PAYA	07/27/2015	18,635.56 4,358.30 14,867.38
			Total for this ACH Check for Vendor 10517:	37,861.24
ACH	10518 7242015	Kerman Police Officers Assn. C MEMBERSHIP DUES 7/24/15	07/27/2015	648.12
			Total for this ACH Check for Vendor 10518:	648.12
ACH	10519 7242015	Kerman Municipal Employees Assn. C MEMBERSHIP DUES 7/24/15	07/27/2015	172.50
			Total for this ACH Check for Vendor 10519:	172.50
ACH	10520 7242015 7242015 7242015	ICMA-RC C DEFERRED COMP 7/24/15 C LOAN PAYMENTS 7/24/15 C LOAN FEES	07/27/2015	15,080.90 1,004.41 -25.43
			Total for this ACH Check for Vendor 10520:	16,059.88
ACH	10522 7242015 7242015	CalPERS C EMPLOYER PAID CONTRIBUTIONS EMPLOYEE PAID CONTRIBUTIONS	07/27/2015	10,223.54 8,342.41
			Total for this ACH Check for Vendor 10522:	18,565.95
			Total for 7/27/2015:	78,462.15
6880	10814 INV31319	ACCELA INC #774375 FIN-MONTHLY WEB PAYMENTS JUNE 2015	07/28/2015	237.00
			Total for Check Number 6880:	237.00
6881	10109	COUNTY OF FRESNO	07/28/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	06302015	PD-JUNE 2015 PARKING ACTIVITY		175.00
			Total for Check Number 6881:	175.00
6882	10857 154398394	FRESNO COMMUNITY HOSPITAL PD-1 SAFE EXAM FOR CASE 15-0847	07/28/2015	900.00
			Total for Check Number 6882:	900.00
6883	10162 SO 12763 SO 12763 SO 12763 SO 12763	FRESNO COUNTY TREASURER PD-MARCH 10 PRISONER PROCESSING SE PD-APRIL 7 PRISONER PROCESSING SER PD-MAY 3 PRISONER PROCESSING SER PD-JUNE 1 PRISONER PROCESSING SER	07/28/2015	240.00 168.00 72.00 24.00
			Total for Check Number 6883:	504.00
6884	10229 5440	JUDICIAL DATA SYSTEMS CRP PD-PARKING ACTIVITY FOR JUNE	07/28/2015	100.00
			Total for Check Number 6884:	100.00
6885	10856 CI-1013753	LIFETIME PRODUCTS INC CTC-4 PACK ROUND 72" TABLES	07/28/2015	1,150.24
			Total for Check Number 6885:	1,150.24
6886	10456 BOE-504-C	NEPTUNE CHEMICAL PUMP CO FIN-SALES TAX 2 PURCH 5/20/14 7/18/14	07/28/2015	24.67
			Total for Check Number 6886:	24.67
6887	10855	Z-MARIA EUGENIA CORRALES ROBL FIN-UTILITY DEPOSIT REFUND	07/28/2015	69.02
			Total for Check Number 6887:	69.02
6888	10010 43517004 43517004 43517004 43517004	ACCONTEMPS FIN-TEMP AGENCY PERSONNEL-40 HRS FIN-TEMP AGENCY PERSONNEL-40 HRS FIN-TEMP AGENCY PERSONNEL-40 HRS FIN-TEMP AGENCY PERSONNEL-40 HRS	07/28/2015	69.83 244.44 209.53 174.60
			Total for Check Number 6888:	698.40
6889	10013 INV182295	ADAMSON POLICE PRODUCTS PD-NIK KITS	07/28/2015	210.92
			Total for Check Number 6889:	210.92
6890	10014 18414 30281 7232015 7242015 82706	ADMINISTRATIVE SOLUTIONS, INC HR-AUG DENTAL CLAIMS FUNDING HR-AUG BLUE SHIELD PLAN ADMIN HR-JULY SEC 125 EMPLOYEE CONT HR-AUG EMPLOYER FLEX PLAN HR-AUG SEC PLAN ADMIN	07/28/2015	4,383.37 765.00 1,844.20 10,300.00 95.00
			Total for Check Number 6890:	17,387.57
6891	10019 996436	AFLAC HR-JULY EMPLOYEE VOLUNTARY INS	07/28/2015	184.56

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6891:	184.56
6892	10039 07282015	AT&T PD-T-1 LINE 710/15-8/9/15	07/28/2015	267.76
			Total for Check Number 6892:	267.76
6893	10054 151980005009 151980005009	BLUE SHIELD OF CALIFORNIA HR-AUG MEDICAL COVERAGE HR-AUG COBRA COVERAGE	07/28/2015	25,804.77 288.61
			Total for Check Number 6893:	26,093.38
6894	10095 5387259 5387282	CHEM QUIP INC WTR-DEPOSIT REFUND PALLETS CARBOY WTR-CHLORINE FOR WELL SITES	07/28/2015	-880.00 3,475.53
			Total for Check Number 6894:	2,595.53
6895	10103 3420205-0801750	COLONIAL LIFE HR-JULY EMPLOYEE CONTRIBUTION	07/28/2015	515.60
			Total for Check Number 6895:	515.60
6896	10109 07272015	COUNTY OF FRESNO BPO-CORTESES-KNOX-HERTZBURG AB 28	07/28/2015	2,056.07
			Total for Check Number 6896:	2,056.07
6897	10546 07272015	DOMINGO ZAPATA SWR-2 BALLAST FOR WWTP	07/28/2015	60.61
			Total for Check Number 6897:	60.61
6898	10168 AT19321 AT19321	FRESNO NETWORKS TECH-MONTHLY TECHNOLOGY SUPPORT TECH-DUAL VIDEO CARD FOR JOSIE	07/28/2015	2,231.68 86.57
			Total for Check Number 6898:	2,318.25
6899	10169 23657	FRESNO PET CEMETERY AAC-13 ANIMAL CARCASSES DISPOSED O	07/28/2015	216.10
			Total for Check Number 6899:	216.10
6900	10205 SO-00546240	INDEPENDENT STATIONERS ADM-OFFICE SUPPLIES FOR BDROOM AD	07/28/2015	119.04
			Total for Check Number 6900:	119.04
6901	10239 77630175001 77630175001 77630175001 77630175001 77630175001	KERWEST NEWSPAPERS PLN/BLDG-PT PERMIT CLERK AD PLN/BLDG-PT PERMIT CLERK AD CS-COMM SERV SEC AD WTR/SWR-ACCT RECEIPT AD WTR/SWR-ACCT RECEIPT AD	07/28/2015	49.00 49.00 90.00 47.00 47.00
			Total for Check Number 6901:	282.00
6902	10259 151903088101	MES VISION HR-AUG VISION PREMIUM	07/28/2015	727.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 6902:	727.16
6903	10272	MUTUAL OF OMAHA	07/28/2015	
	000386089828	HR-AUG LTD INS EMPLOYEE		411.78
	000386089828	HR-AUG LTD INS EMPLOYER		411.78
	000386089828	HR-AUG LIFE INS		383.35
	000386089828	HR-AUG VOLUNTARY LIFE		1,129.31
			Total for Check Number 6903:	2,336.22
6904	10282	OFFICE DEPOT	07/28/2015	
	776303175001	WTR-OFFICE SUPPLIES		3.02
	778930940001	WTR-OFFICE SUPPLIES		14.42
	778930972001	WTR-OFFICE SUPPLIES		22.49
			Total for Check Number 6904:	39.93
6905	10457	OFFICEMAX INC.	07/28/2015	
	137105	PD-OFFICE SUPPLIES		355.17
	137194	PD-CHARGE FOR CATALOG		0.01
	206335	PD-CREDIT FOR CATALOG CHARGE		-0.01
			Total for Check Number 6905:	355.17
6906	10301	PETTY CASH	07/28/2015	
	07232015	VAR-REPLENISH PETTY CASH		98.28
	07232015	VAR-REPLENISH PETTY CASH		27.27
	07232015	VAR-REPLENISH PETTY CASH		47.00
	07232015	VAR-REPLENISH PETTY CASH		21.61
	07232015	VAR-REPLENISH PETTY CASH		18.14
	07232015	VAR-REPLENISH PETTY CASH		21.05
	07232015	VAR-REPLENISH PETTY CASH		69.52
			Total for Check Number 6906:	302.87
6907	10357	TAYLOR MADE IRRIGATION	07/28/2015	
	10494	STRTC-PLUMBING SUPPLIES		81.16
	10496	STRTC-PLUMBING SUPPLIES		4.14
	10496	STRTC-PLUMBING SUPPLIES		4.13
			Total for Check Number 6907:	89.43
6908	10399	VETERINARY MEDICAL CENTER	07/28/2015	
	211992	AAC-1 EUTHANASIA OF ANIMAL		22.40
	212002	AAC-3 EUTHANASIA OF ANIMAL		58.40
			Total for Check Number 6908:	80.80
6909	10406	WEST HILLS OIL, INC	07/28/2015	
	48221	V/E-FUEL JUL 01-15 1215.05 GALLONS		4,177.81
	48221	V/E-B ARREDONDO TRNSPRT 43..016 GALI		145.99
			Total for Check Number 6909:	4,323.80
			Total for 7/28/2015:	64,421.10

Check No	Vendor No	Vendor Name	Check Date	Check Amount
Invoice No	Description	Reference		

Report Total (134 checks):

512,269.48

PETTY CASH

Date	Vendor	Description	G/L Expense Number	Amount	Balance
7/23/2015		Balance Brought Forward	Fiscal Year 14-15		\$53.95
		Replenish Petty Cash		\$ 296.05	\$ 350.00
5/19/2015	Marci	Council Supplies	100.6001.521.02.00	\$ 10.00	\$ 340.00
5/18/2015	Humberto	Propane	500.4050-515-02.00	\$ 27.27	\$ 312.73
5/22/2015	Chris	Travel Meeting	100.1042.554.01.00	\$ 26.00	\$ 286.73
6/3/2015	Domingo	Surge Protector	420-4024-521-02-00	\$ 21.61	\$ 265.12
6/3/2015	Marci	Council Supplies	100.6001.521.02.00	\$ 40.00	\$ 225.12
6/9/2015	Lydia	Founders Day Supplies	410-4041-521-02.00	\$ 18.14	\$ 206.98
6/12/2015	Chris	Travel Meeting	100.1042.554.01.00	\$ 13.00	\$ 193.98
6/8/2015	Diana	Lunch-Interview Panel -Animal Control	100.3041.510.01.00	\$ 21.05	\$ 172.93
6/17/2015	Marci	Council Supplies	100.6001.521.02.00	\$ 7.00	\$ 165.93
7/1/2015	Marci	Council Supplies	100.6001.521.02.00	\$ 12.00	\$ 153.93
7/10/2015	Chris	Travel Meeting	100.1042.554.01.00	\$ 8.00	\$ 145.93
7/10/2015	Marci	Council Supplies	100.6001.521.02.00	\$ 10.00	\$ 135.93
7/16/2015	Marci	Council Supplies	100.6001.521.02.00	\$ 19.28	\$ 116.65
7/22/2015	Toni	Breakroom supplies	100.5005.521.02.00	\$ 34.76	\$ 81.89
7/23/2015	Toni	Breakroom supplies	100.5005.521.02.00	\$ 34.76	\$ 47.13
					\$ 47.13
					\$ 47.13
					\$ 47.13
					\$ 47.13
					\$ 47.13
					\$ 47.13
				\$ 302.87	

LEAK NOTIFICATION

July 29, 2015 Meter Readings

House #	Street Name	Meter Serial #	Present	
			Read	Notice #
699 S	16TH ST	9252929	1992	1
705 S	16TH ST	9253198	1287	1
775 S	16TH ST	9253096	1032	1
689 S	17TH CT	9252835	2450	1
372 S	ALMOND AVE	9252446	2224	1
412 S	ALMOND AVE	9252471	1289	1
846 S	ALMOND AVE	9369534	1322	1
262 S	BORDEAUX AVE	9253300	1483	1
16010 W	BOTELHO AVE	9369274	1983	1
16036 W	BRIAN AVE	9252600	1804	1
517	BURGUNDY ST	9252999	1940	1
529	BURGUNDY ST	9253027	1426	1
15612 W	C ST	10427792	1094	1
15877 W	C ST	9369484	894	1
15650 W	CALIFORNIA AVE	9252704	1707	1
210 S	CHABLIS AVE	9253256	1467	1
260 S	CHABLIS AVE	9253297	2004	1
303 S	CHABLIS AVE	9253354	1426	1
14341 W	CHAD CT	9253205	1276	1
15730 W	DYLAN AVE	9369366	879	1
15729 W	E ST	9369375	1204	1
15877 W	E ST	9419859	1483	1
15897 W	EL MAR AVE	9369505	1958	1
16167 W	EL MAR AVE	9252635	2219	1
14110 W	F ST	9252803	2343	1
14328 W	F ST	9252994	827	1
14655 W	F ST	11315214	1850	1
14655 W	F ST	10247877	3993	1
14084 W	G ST	9252811	1831	1
14498 W	G ST	9252924	1634	1
445 S	GOLDENROD AVE	11013859	2195	1
545 S	GOLDENROD AVE	9253143	2373	1
565 S	GOLDENROD AVE	9253140	2617	1
529	GURDWARA AVE	9253053	1104	1
14099 W	KEARNEY BLVD	9419949	2874	1
14918 W	KEARNEY BLVD	10427720	893	1
15797 W	KEARNEY BLVD	9419886	884	1
15811 W	KEARNEY BLVD	9419887	1238	1
15861 W	KEARNEY BLVD	9419885	1465	1
861 S	MCKENNA AVE	9252818	2151	1
892 S	MCKENNA AVE	9252840	1624	1
332 S	MERLOT AVE	9253070	1708	1
341 S	MERLOT AVE	9419607	707	1
281 S	MICHELLE AVE	9252760	1040	1
15620 W	MIDDLETON AV	9252545	1178	1

LEAK NOTIFICATION

July 29, 2015 Meter Readings

House #	Street Name	Meter Serial #	Present	
			Read	Notice #
15891	W MIDDLETON AV	9252424	1465	1
15837	W MONTEREY LN	9253275	1152	1
16168	W NATALIE AVE	9369287	1126	1
16192	W NATALIE AVE	9369292	1103	1
14529	PALM CT	9369142	1091	1
281	S PARK AVE	9369533	1453	1
14580	W SAN JOAQUIN AVE	9252848	1166	1
14601	W SAN JOAQUIN AVE	9369411	1542	1
16015	W SAN JOAQUIN AVE	9252547	1861	1
14295	W SHERI ST	9253093	2362	1
14319	W SHERI ST	9252913	773	1
891	S SHERI WAY	9149581	3572	1
298	S SISKIYOU AVE	9369498	2444	1
591	S SISKIYOU AVE	9369179	298	1
14551	W STANISLAUS AVE	9253228	2116	1
14475	W SUNSET AVE	9252801	1401	1
14560	W SUNSET AVE	9252375	1122	1
14615	W SUNSET AVE	9253328	1319	1
552	S SUSAN AVE	9253322	1805	1
839	S SUSAN AVE	9149663	1068	1
16135	W TROY AVE	9369325	1245	1
750	WALNUT AVE	9369477	1277	1
547	WALNUT CT	9419995	880	1
14049	W WHITESBRIDGE RD	14177615	553	1
421	S 3RD ST	10428496	181	2
751	S ALMOND AVE	9369545	1195	2
14329	W B ST	9419870	950	2
14367	W B ST	9149578	1651	2
15642	W B ST	9149633	2319	2
410	BURGUNDY ST	9253154	1471	2
14352	W CHAD CT	9253104	1330	2
14594	W CHARDONAY AVE	9253245	1593	2
15617	W E ST	9369379	1852	2
14083	W F ST	9252882	1148	2
14083	W G ST	9252784	1060	2
264	S JOSEPH AVE	9252737	2356	2
14615	W KEARNEY BLVD	9419874	1220	2
582	S KENNETH AVE	9252483	1627	2
763	S KENNETH AVE	9252568	1871	2
751	S KOLEEN AVE	9369551	2089	2
1221	S MADERA AVE	10391329	1212	2
1705	S MADERA AVE	12294831	52	2
323	S MERLOT AVE	10427791	543	2
561	S MICHELLE AVE	9252414	1322	2
15905	W MONTEREY LN	9252384	933	2

LEAK NOTIFICATION

July 29, 2015 Meter Readings

House #	Street Name	Meter Serial #	Present	
			Read	Notice #
15932	ORCHARD WAY	9252412	1799	2
16169	W SAN JOAQUIN AVE	9252646	1953	2
885	S SHERI WAY	9419967	1497	2
342	S SISKIYOU AVE	9252663	2413	2
14562	W STANISLAUS AVE	9419876	2901	2
14604	W SUNSET AVE	9253346	2599	2
658	S 17TH CT	9369388	740	3
14580	W CHARDONAY AVE	9253243	1220	3
14576	W EL MAR AVE	9253068	1386	3
15880	W GATEWAY BLVD	12295027	2557	3
585	S GOLDENROD AVE	9253163	1871	3
798	S JOSEPH AVE	9252712	813	3
373	S LUM AVE	9252452	1921	3
265	S MERLOT AVE	9253099	1669	3
15797	ORCHARD WAY	9419934	1388	3
14580	W SUNSET AVE	9253345	1112	3
14311	W TAYLOR ST	9252859	2923	3
16184	W TROY AVE	9252519	1167	3
150	S 1ST ST	70192486	7070	4
601	S 1ST ST	10247846	9489	4
990	S 4TH ST	10428492	74	4
467	S 6TH ST	10427718	1081	4
669	S 18TH ST	9253120	1408	4
16075	W ALLYSON AVE	9369234	491	4
121	S ALMOND AVE	9369172	1718	4
453	S ALMOND AVE	9252364	631	4
569	S ALMOND CT	9419968	1460	4
578	S ALMOND CT	9369144	2304	4
15912	W BOTELHO AVE	9419894	1016	4
410	BOYD AVE	9252615	1261	4
16002	W BRIAN AVE	9149655	1711	4
520	BURGUNDY ST	9252996	2316	4
14285	W C ST	9369404	1063	4
14475	W CHARDONAY AVE	9253333	1343	4
14058	W E ST	9253145	1880	4
15766	W E ST	9419857	2088	4
15777	W E ST	9419864	1314	4
15906	W E ST	9419863	1961	4
15934	W E ST	9419862	1742	4
14461	W EL MAR AVE	9253331	2305	4
14546	W EL MAR AVE	9253247	1151	4
14558	W EL MAR AVE	9253218	2369	4
14307	W F ST	9252832	1883	4
14339	W F ST	9369406	938	4
14040	W G ST	9252838	1115	4

LEAK NOTIFICATION

July 29, 2015 Meter Readings

House #	Street Name	Meter Serial #	Present	
			Read	Notice #
14266	W G ST	9252979	2401	4
14415	W KEARNEY BLVD	9419907	3137	4
15652	W KEARNEY BLVD	9252770	2840	4
16029	W KEARNEY BLVD	9369231	752	4
561	KOLEEN CT	9419844	1656	4
431	S LUM AVE	9252453	2566	4
377	S MERLOT AVE	9253314	1395	4
15441	W MIDDLETON AV	9419983	2235	4
15726	W MIDDLETON AV	9252398	1687	4
15838	W MIDDLETON AV	9252778	2980	4
16160	W NATALIE AVE	9369286	1794	4
15768	ORCHARD WAY	9419925	816	4
15889	W SAN JOAQUIN AVE	9369333	1481	4
16141	W SAN JOAQUIN AVE	9252560	858	4
14355	W SHERI CT	9253077	1377	4
14160	W SHERI ST	9252897	1628	4
791	S SHERI WAY	9253207	2320	4
14380	W STANISLAUS AVE	9252847	1269	4
14529	W STANISLAUS AVE	9253337	1672	4
15941	W STANISLAUS AVE	9252678	1562	4
15406	W SUNSET AVE	9419976	1087	4
15448	W SUNSET AVE	9419878	1570	4
15645	W SUNSET AVE	9252494	1210	4
15703	W SUNSET AVE	9252595	1953	4
15887	W SUNSET AVE	9253329	1395	4
562	S SUSAN AVE	9253316	1979	4
568	WALNUT CT	9416956	1135	4
14061	W WHITESBRIDGE RD	13019908	1861	4

First Notice	69
Second Notice	27
Final Notice	12
Return Receipt	55

**CITY OF KERMAN
CD/Securities Portfolio
As of June 30, 2015**

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2014 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2015 Book Balance	Fair Value	FY to Date Interest Paid
CD's:										
Pacific Mercantile Bank	80900343	0.95%	1/22/08	1/22/14	99,000.00			99,000.00	99,000.00	852.76
American Express Centurion Bank	615-030525-245	1.20%	8/11/11	8/11/14	52,000.00	(52,000.00)		-	-	309.44
CIT Bank	615-030525-245	1.15%	8/10/11	8/11/14	46,000.00	(46,000.00)		-	-	263.78
World Financial Network NB	615-030525-245	1.25%	8/31/11	8/29/14	200,000.00	(200,000.00)		-	-	-
Ally Bank	615-030525-245	1.75%	10/8/10	10/8/14	100,000.00	(100,000.00)		-	-	877.40
CIT Bank, Salt Lake City, UT	615-030525-245	1.50%	5/4/11	11/4/14	99,000.00	(99,000.00)		-	-	748.60
GE Money Bank	615-030525-245	1.70%	11/5/10	11/5/14	97,000.00	(97,000.00)		-	-	831.28
GE Money Bank	615-030525-245	1.70%	1/21/11	1/21/15	100,000.00	(100,000.00)		-	-	1,700.00
State Bank of India	615-030525-245	2.00%	3/24/11	3/24/15	98,000.00	(98,000.00)		-	-	1,960.00
Doral Bank	615-030525-245	0.70%	6/12/13	6/13/16	149,000.00	(149,000.00)		-	-	724.73
Doral Bank San Juan PR	615-030525-245	1.20%	6/28/12	6/28/16	99,000.00	(99,000.00)		-	-	818.52
Ally Bank, Midvale	615-030525-245	1.80%	6/8/11	6/8/15	147,000.00	(147,000.00)		-	-	2,646.00
EverBank	615-030525-245	0.70%	12/14/12	6/15/15	98,000.00	(98,000.00)		-	-	687.88
1st Merchants	615-030525-245	1.00%	3/21/14	9/21/17	96,000.00			96,000.00	96,446.40	476.05
Ally Bank	615-030525-245	0.95%	10/2/14	10/11/16		100,000.00		100,000.00	100,360.00	523.22
American Express Centurion Bank	615-030525-245	1.70%	7/26/12	7/26/17	98,000.00			98,000.00	99,304.38	3,041.21
American Express Centurion Bank	615-030525-245	1.15%	5/16/13	5/16/18	98,000.00			98,000.00	97,694.24	558.87
American Express Salt Lake City Ut	615-030525-245	1.25%	8/14/14	8/14/18		98,000.00		98,000.00	98,030.38	790.44
Amex Centurion Salt Lake City Ut	615-030525-245	2.30%	6/24/15	6/24/20		52,000.00		52,000.00	51,408.76	-
Bank of Baroda	615-030525-245	1.25%	3/8/13	3/8/18	248,000.00			248,000.00	248,158.72	1,537.26
Barclays Bank	615-030525-245	1.90%	4/15/14	4/15/19	248,000.00			248,000.00	249,651.68	4,712.00
BMW Salt Lake City UT	615-030525-245	1.95%	6/20/14	6/20/19	200,000.00			200,000.00	200,766.00	3,900.00
Capital One Bank Glen Allen VA	615-030525-245	1.00%	11/12/14	11/14/16		96,000.00		96,000.00	96,270.72	476.05
Capital One Bank Glen Allen VA	615-030525-245	1.25%	1/22/15	1/22/18		100,000.00		100,000.00	100,435.00	-
Capital One Bank Glen Allen VA	615-030525-245	2.20%	6/24/15	6/24/20		46,000.00		46,000.00	45,475.60	-
Comenity Bank Jumbo Formerly World Fi	615-030525-245	2.10%	6/10/15	6/10/20		200,000.00		200,000.00	200,000.00	-
Cit Salt Lake City UT	615-030525-245	0.90%	3/27/13	3/27/17	98,000.00			98,000.00	98,553.70	882.00
Cit Salt Lake City UT	615-030525-245	2.15%	11/13/14	11/13/19		100,000.00		100,000.00	100,495.00	1,066.16
Compass Bank	615-030525-245	1.70%	7/31/13	7/31/18	97,000.00			97,000.00	98,180.49	2,217.13
Discover Bank Greenwood	615-030525-245	1.55%	9/14/11	9/14/15	99,000.00			99,000.00	99,251.46	1,534.50
Discover Greenwood	615-030525-245	1.15%	4/8/15	4/9/18		98,000.00		98,000.00	97,680.52	-
Discover Bank Greenwood	615-030525-245	1.35%	2/1/12	2/1/16	51,000.00			51,000.00	51,284.07	688.50
Everbank CD Jacksonville FL	615-030525-245	1.10%	4/15/15	4/13/18		150,000.00		150,000.00	149,491.50	-
Firstbank of Puerto Rico	6-15-030525-245	1.10%	1/25/13	1/25/17	53,000.00			53,000.00	53,354.04	583.04
Firstbank of Puerto Rico	615-030525-245	0.90%	3/1/13	3/1/17	196,000.00			196,000.00	197,048.60	1,764.02
Ge Capital Bank	615-030525-245	1.10%	5/8/14	5/16/17	248,000.00			248,000.00	248,734.08	1,352.79
GE Money Bank	615-030525-245	1.50%	8/5/11	8/5/15	50,000.00			50,000.00	50,055.00	750.00
Goldman Sachs Bank	615-030525-245	1.40%	2/1/12	2/1/16	48,000.00			48,000.00	48,280.80	672.00
Goldman Sachs Bank USA	615-030525-245	1.85%	8/31/11	8/31/16	200,000.00			200,000.00	202,826.00	3,700.00
JP Morgan Chase Bank	615-030525-245	2.10%	3/31/15	3/31/20		98,000.00		98,000.00	97,680.52	-
Lake City Bank	615-030525-245	0.55%	1/29/14	1/29/16	95,000.00			95,000.00	95,096.90	611.30
Medallion Bank	615-030525-245	1.00%	8/19/13	8/19/16	100,000.00			100,000.00	100,608.00	1,000.00
Mercantile Bank of Michigan	615-030525-245	2.00%	1/21/11	7/21/15	150,000.00			150,000.00	150,118.50	3,000.00
Rollstone Bank Fitchburg MA	615-030525-245	1.10%	4/15/15	4/16/18		248,000.00		248,000.00	247,201.44	-
Safra National Bank	615-030525-245	0.70%	8/15/13	8/17/15	100,000.00			100,000.00	100,060.00	700.00
Sallie Mae Bank	615-030525-245	1.10%	8/8/12	8/10/15	97,000.00			97,000.00	97,086.33	1,067.00
Sallie Mae Bank	615-030525-245	1.70%	8/22/12	8/22/17	150,000.00			150,000.00	152,275.50	3,033.95
State Bank of India	615-030525-245	2.00%	8/12/11	8/12/16	47,000.00			47,000.00	47,743.07	940.00
State Bank of India	615-030525-245	2.25%	9/29/10	9/29/15	100,000.00			100,000.00	100,465.00	2,250.00
Synchrony Draper UT	615-030525-245	1.95%	3/13/15	3/13/20		150,000.00		150,000.00	148,957.50	-
Synovus Bank	615-030525-245	0.50%	3/17/14	3/17/16	100,000.00			100,000.00	100,176.00	500.00
Third Federal Cleveland OH	615-030525-245	1.15%	2/21/14	11/21/17	99,000.00			99,000.00	99,517.77	2,701.24
Third Federal Cleveland OH	615-030525-245	1.55%	3/26/15	3/26/19		98,000.00		98,000.00	98,052.92	-
Wells Fargo Bank in SD	615-030525-245	1.00%	3/28/13	3/29/18	248,000.00			248,000.00	249,215.20	2,480.01
	Average Rate	1.27%								
Subtotal - CD's					4,798,000.00	349,000.00	-	5,147,000.00	5,162,491.79	61,929.13

CITY OF KERMAN
 CD/Securities Portfolio
 As of June 30, 2015

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2014 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2015 Book Balance	Fair Value	FY to Date Interest Paid
Government Securities:										
Subtotal - Government Securities					-	-	-	-	-	-
Central Valley Comm Bank CD					200,000.00			200,000.00	200,000.00	2,680.00
Total CD and Government Securities Investments					4,998,000.00	349,000.00	-	5,347,000.00	5,362,491.79	64,609.13
Chandler Asset Management										
Beginning Balance					-			-		
(City of Kerman)					150,825.51	1,781.34		152,606.85	152,606.85	1,781.34
Interest										
Chandler Ending Balance					150,825.51	1,781.34	-	152,606.85	152,606.85	1,781.34
Total Chandler Investments					150,825.51	1,781.34	-	152,606.85	152,606.85	1,781.34
Central Valley Money Market Acct										
Beginning Balance					2,901,993.40			2,901,993.40		
Interest										
			7/31/14			286.72		286.72		286.72
			8/31/14			282.39		282.39		282.39
			9/30/14			231.47		231.47		231.47
			10/31/14			236.58		236.58		236.58
			11/30/14			215.31		215.31		215.31
			12/31/14			213.78		213.78		213.78
			1/31/15			255.68		255.68		255.68
			2/28/15			270.06		270.06		270.06
			3/31/15			296.31		296.31		296.31
			4/30/15			247.49		247.49		247.49
			5/31/15			290.16		290.16		290.16
			6/30/15			341.08		341.08		341.08
Transfers In/(Out)										
			7/10/14			(125,000.00)		(125,000.00)		
			8/28/14			(50,000.00)		(50,000.00)		
			9/12/14			(500,000.00)		(500,000.00)		
			9/19/14			(160,000.00)		(160,000.00)		
			10/2/14			350,000.00		350,000.00		
			10/16/14			(165,000.00)		(165,000.00)		
			11/19/14			(175,000.00)		(175,000.00)		
			12/29/15			200,000.00		200,000.00		
			1/2/15			400,000.00		400,000.00		
			1/7/15			(150,000.00)		(150,000.00)		
			1/9/15			(20,000.00)		(20,000.00)		
			1/22/15			(175,000.00)		(175,000.00)		
			1/29/15			(100,000.00)		(100,000.00)		
			1/30/15			700,000.00		700,000.00		
			3/20/15			(100,000.00)		(100,000.00)		
			3/25/15			(75,000.00)		(75,000.00)		
			3/26/15			150,000.00		150,000.00		
			4/1/15			(60,000.00)		(60,000.00)		
			4/6/15			(496,000.00)		(496,000.00)		
			4/27/15			550,000.00		550,000.00		
			5/1/15			(100,000.00)		(100,000.00)		
			5/14/15			(125,000.00)		(125,000.00)		
			5/28/15			900,000.00		900,000.00		
			6/2/15			(53,000.00)		(53,000.00)		
			6/12/15			(120,000.00)		(120,000.00)		
			6/30/15			200,000.00		200,000.00		
Subtotal All City Investments					4,998,000.00	349,000.00	-	5,347,000.00	5,362,491.79	64,609.13

CITY OF KERMAN
 CD/Securities Portfolio
 As of June 30, 2015

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2014 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2015 Book Balance	Fair Value	FY to Date Interest Paid
SUCCESSOR AGENCY										
Total - CD's					-	-	-	-	-	-
CVCB Money Market Accts	015029549				131,388.51			131,388.51		
Beginning Balance										4.46
Interest			7/31/14			4.46		4.46		4.46
			8/31/14			4.46		4.46		4.46
			9/30/14			4.03		4.03		4.03
								-		-
								-		-
								-		-
								-		-
								-		-
								-		-
Transfers In/(Out)			9/29/14			(131,397.43)		(131,397.43)		
			10/1/14			(4.03)		(4.03)		
								-		-
								-		-
Subtotal CVCB Money Market					131,388.51	(131,388.51)	-	(0.00)	(0.00)	12.95
Subtotal SBI Money Market					-	-	-	-	-	-
Ending Balance - Money Market Accts					131,388.51	(131,388.51)	-	(0.00)	(0.00)	12.95
Subtotal All Successor Agency Investments					131,388.51	(131,388.51)	-	(0.00)	(0.00)	12.95
Total Investments					5,280,214.02	219,392.83	-	5,499,606.85	5,515,098.64	66,403.42
								Market Value Adjustment	15,491.79	
								219,392.83		
								219,392.83		
								-		



City of Kerman

"Where Community Comes First"

MAYOR
Stephen Hill

MAYOR PRO-TEM
Gary Yep

COUNCIL MEMBER
Rhonda Armstrong

COUNCIL MEMBER
Nathan Fox

COUNCIL MEMBER
Bill Nijjer

DEPARTMENT: POLICE
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: AUGUST 5, 2015

To: Mayor and City Council
From: Chief Joseph Blohm
Subject: Third Year Funding of State Law Enforcement Grant

RECOMMENDATION

Council approve Addendum No. 2 to Joint Law Enforcement Memorandum of Understanding (MOU) between the County of Fresno, all fifteen cities in the County, and the California Board of State and Community Corrections (BSCC) and authorize the Chief of Police to sign on behalf of the City.

EXECUTIVE SUMMARY

The State of California has legislatively identified funding for three years to be used by law enforcement statewide. The BSCC voted to distribute the third year funding of \$1,699,324 to Fresno County with allocation to be determined by the Fresno County Police Chief's Association. The Fresno County Chief's Association (FCCA) elected to use the money on a Crime Analyst program, Mental Health Services, Video Policing, and Prisoner Transportation.

The State identified these funds for a three year (3) period, and continuance of this program is contingent upon availability of future year funding, and should funding cease, all parties have the option to continue or discontinue their participation in this program.

DISCUSSION

Current economic conditions have resulted in budget reductions to law enforcement statewide. To help mitigate these reductions, the state budgeted money in the General Fund to create a new program for local police departments. These funds are legislatively identified for a period of three years; however, funding beyond that period is uncertain. The California Police Chiefs' Association (CPCA) will seek an increase in funding in future years for sustainability of the program.

BSCC voted to distribute the annual funds in grants based on a formula developed by the CPCA. The formula divides the money among California's counties based on a number of factors, including local budget cuts, crime trends, and the ability of the local agencies to make effective use of the money.

During the third year funding, Fresno County will receive \$1,699,324. One city in each county has been identified to be the fiduciary agent for this funding and will allocate the funds based on the collective decision of local law enforcement. Members of the Fresno Madera Counties Police Chiefs' Association and a representative of the Fresno County District Attorney's Office met to discuss the allocation of funds, various community needs, and the fiscal oversight of funds. It was agreed the Fresno Police Department would be the fiscal agent on behalf of the Association. Continuing discussions among representatives have collectively agreed to the allocation of funds as set forth in the attached MOU.

Funding provided by the BSCC is intended for front-line law enforcement. The FCPCA has committed to using funds regionally, in partnership with probation and other service providers; drawing upon data, and focusing on high-risk, serious, violent or habitually non-compliant offenders. The FCPCA believes that the greatest benefit from these funds will come from leveraged regional use. Some agencies have already committed resources to address crime impacts in their regions, specifically since the implementation of public safety realignment. Use of these funds to augment those efforts would be considered within the intent of the allocation. The Fresno County Police Chief's Association agreed to use the dollars to fund two primary activities, described as follows:

Countywide Crime Analysts

Six (6) Crime Analysts have been hired to provide systematic analysis for identifying and analyzing patterns and trends in crime. The analysts provide information to metro areas as well as to the rural areas.

The new regional analysts serve to efficiently focus resources on the most serious, violent, habitually non-compliant persons who pose the greatest risk to communities while providing the structure and administrative support to demonstrate outcomes in the subsequent evaluation of efforts. The Chief's Association allocated funds toward the hiring of six (6) Crime Analysts to develop and maintain an active database that are shared between municipalities.

Training funds were also allocated to allow the Crime Analysts to attend extensive training in the collection and dissemination of crime analysis and will provide systematic analysis for identifying and analyzing patterns and trends in crime and disorder. Information on patterns help law enforcement agencies deploy resources in a more effective manner, and assist detectives in identifying and apprehending suspects. Crime analysis plays a critical role in devising solutions to crime problems, and formulating crime prevention strategies. Quantitative social science data analysis methods are part of the crime analysis process; though qualitative methods such as examining police report narratives also play a role. These positions will allow us to effectively implement a regional effort to track and monitor career criminals; and help reduce crime and violence that is occurring in our neighborhoods.

Rural Mental Health Services

An agreement has been made with the Fresno County Department of Behavior Health to increase the mental health services to rural areas of Fresno County. It is recognized that many law enforcement calls for service center on individual who suffer from mental health issues. The intent of this program is to assist law enforcement in dealing with these individuals by increasing the availability of mental health professionals.

Video Policing

Video Policing has long been recognized as a successful tool in preventing and deterring criminal activity in our communities. Many of the rural police department lack the funding to initiate a video policing program. This funding is intended to assist the police agencies in creating or enhancing video policing programs to protect high risk areas or high value targets in their communities.

Prisoner Transportation

Funds have been directed towards the creation of a countywide prisoner transportation program that will be administered by the Fresno County Sheriff's Department. The pilot program is intended to assist rural police departments by reducing the amount of time expended in the transporting of arrested individuals to the Fresno County Jail. The reduction of the agency's transportation time will allow agencies to keep their officers on patrol in their cities.

FISCAL IMPACT

None, these programs are state funded for the first 3 years. At the end of the three year funding period, the City of Kerman can elect to continue utilizing the programs for a fee or opt out of the programs.

PUBLIC HEARING

None

Attachments:

- A. Addendum No. 1/with Exhibit

ADDENDUM NO. 2

TO

MEMORANDUM OF UNDERSTANDING
BETWEEN THE CITY OF FRESNO, CITY OF CLOVIS, CITIES OF HURON,
COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG,
ORANGE COVE, FIREBAUGH, FOWLER, MENDOTA AND COUNTY OF FRESNO
BOARD OF STATE AND COMMUNITY CORRECTIONS (BSCC)

This Addendum No. 2 is made and entered into, effective the ____ day of May 2015, by and between the COUNTY OF FRESNO, a political subdivision of the State of California (hereinafter referred to as COUNTY), The CITY OF CLOVIS, a municipal corporation (hereinafter referred to as CLOVIS), and the CITIES OF HURON, COALINGA, PARLIER, REEDLEY, SELMA, SANGER, KERMAN, KINGSBURG, ORANGE COVE, FIREBAUGH, FOWLER, and MENDOTA (hereinafter referred to collectively as "CITIES") acting through their respective governing bodies, , and the CITY OF FRESNO, a municipal corporation (hereinafter referred to as CITY) (collectively, the "Parties").

RECITALS

WHEREAS, on September 2, 2013, the Parties entered into a Memorandum of Understanding ("MOU") regarding disbursement of funds allocated from the California Board of State and Community Corrections ("BSCC") to local law enforcement for front-line law enforcement needs (the "Program"); and

WHEREAS, on January 16, 2014, the Parties signed Addendum No. 1 to the MOU, providing for expenditure of additional \$1,168,285 allocated to the Program by BSCC; and

WHEREAS, the State of California has subsequently allocated an additional \$1,699,324 for the Program; and

WHEREAS, this Addendum No. 2 sets forth the distribution of those funds consistent with the terms of the MOU; and

WHEREAS, due to ongoing challenges with linking an electronic filing system ("e-filing") to all law enforcement agencies in Fresno County as contemplated in the MOU, the Parties desire to desist funding e-filing as described in the Recitals and Section 1 of the MOU when the funds described in Addendum 1 have been expended, and such change has been approved by BSCC; and

WHEREAS, the Parties desire that all sections of the MOU and Addendum No. 1 not altered by this Addendum No. 2 remain in full effect.

NOW THEREFORE, in consideration of the above recitals which are contractual in nature, the mutual promises contained herein, and for other good and valuable consideration hereby acknowledged, the Parties agree as follows:

1. Upon exhaustion of FY 2014-2015 funding allocations, the activities described in Section 1 of the MOU shall be deleted from the Program for the remainder of the Program.
2. The last sentence of Section 3 of the MOU is hereby amended as follows, "Upon any such termination, any unused Program funds will be reallocated to another party(ies), based on consensus of the remaining parties, for an appropriate use pursuant to an amendment to this Agreement."
3. Section 4 is deleted and replaced with the following:

Contingent upon availability of State funds, the CITY agrees to allocate to the COUNTY an amount of Program funds to cover costs associated with Prisoner Transport, Video Policing by the Fresno Sheriff's Office and Mental Health Triage Services by the Fresno County Health Department; to include costs for Reserve Officers to transport prisoners for the unincorporated areas of Fresno County; and Mental Health Care Field Workers, associated equipment costs and liability insurance for purpose of field response where client interaction with law enforcement and emergency services personnel typically occurs, and where triage services are most beneficial, in the amount of \$450,000, such amount and costs shown in **Revised Exhibit A-1**, attached hereto and incorporated herein by this reference.

4. Section 5 is deleted and replaced with the following:

Contingent upon the availability of State funds, the CITY agrees to allocate to the City of CLOVIS Police Department the amount of \$131,403 of Program funds for the continued support of a Crime Analyst as an employee of the Clovis Police Department to develop and maintain an active data base that can be shared regionally between municipalities, training and other operational needs and to fund video policing needs for the City of Clovis. Costs are shown in **Revised Exhibit A-1** under CLOVIS.

5. Section 6 is deleted and replaced with the following:

Contingent upon availability of State funding, the CITY shall use the remaining \$997,921 of Program funds to hire an additional Crime Analyst, continue supporting the current five Crime Analysts, and purchase software and hardware necessary for the Crime Analysts related to Quantitative Social Science data analysis and collection. CITY will hire one additional Crime Analyst and continue to support the existing five Crime Analysts as employees of the Fresno Police Department to develop and maintain an active database to be shared regionally between municipalities. One of the six Crime Analysts will be housed at the Kingsburg Police Department and be supervised by a Kingsburg supervisor; the position will specifically focus on eastern cities in the County. Another Crime Analyst will be housed at the Kerman Police

Department and be supervised by a Kerman supervisor; the position will specifically focus on western cities in the County. The four other Crime Analysts will be housed at the Fresno Police Department and supervised by a Fresno Police supervisor; these four Crime Analysts will be focused on Fresno metropolitan crime data.

Funds will also be allocated toward training in the collection and dissemination of crime analysis and provide systematic analysis for identifying and analyzing patterns and trends in crime and disorder, and for costs associated with the development and operational needs of the program. Funding will also be used to hire two Police Cadet II's to provide prisoner transport for the metro areas of Fresno County to include the City of Clovis and the City of Fresno; provide mental health training and associated overtime costs for all Fresno County law enforcement agencies; provide annual subscription costs for CopLink, a data integration system for all law enforcement agencies in Fresno County and associated Programming costs to integrate data from all agencies into one accessible system; and to enhance the CITY's body worn camera program. Costs are shown in **Revised Exhibit A-1** under CITY.

6. CITY will distribute FY 2015-2016 Program funds pursuant to budgets and tasks set forth by the MOU, this Addendum, and Revised Exhibit A-1, upon the execution of this Addendum No. 2 by all Parties, and in conjunction with the Parties' quarterly invoices for program activities. FY 2015-2016 funding will cover, at a minimum, Regional Crime Analysis, Prisoner Transport, Mental Health Services and Training, Data Integration, and Video Policing, as outlined in Revised Exhibit A-1.
7. All sections of the MOU and Addendum No. 1 not altered by this Addendum and Revised Exhibit A-1 remain unchanged.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement in Fresno County, California, as of the day and year first hereinabove written.

CITY OF FRESNO

By: _____
Jerry Dyer, Chief of Police
Fresno Police Department

ATTEST:
YVONNE SPENCE, CMC
City Clerk, City of Fresno

By: _____
Deputy

APPROVED AS TO FORM:
DOUGLAS SLOAN
City Attorney, City of Fresno

By: _____
Deputy

Address: City of Fresno
Attn: Chief Jerry Dyer
Fresno Police Department
2323 Mariposa Street
Fresno, CA 93721

CITY OF CLOVIS

By: _____
Matthew Basgall, Chief of Police

ATTEST:
Robert Woolley, City Manager

By: _____

APPROVED AS TO FORM:
Attorney for City of Clovis

COUNTY OF FRESNO

By: _____
Deborah A. Poochigian, Chairman
Board of Supervisors

ATTEST:
BERNICE E. SEIDEL, Clerk
Board of Supervisors

By: _____

APPROVED AS TO LEGAL FORM:
DANIEL CEDERBORG
County Counsel

By: _____
Deputy

APPROVED AS TO ACCOUNTING
FORM
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax Collector

By: _____

FOR APPROVAL:

By: _____
Margaret Mims, Sheriff

Address:
County of Fresno
Attn: Margaret Mims, Sheriff
Fresno County Sheriff's Department
2200 Fresno Street
Fresno, CA 93717

By: _____
Behavioral Health

By: _____
David Wolfe

Address: City of Clovis
Attn: Chief Matthew Basgall
Clovis Police Department
1233 Fifth Street
Clovis, CA 93612

Address:
County of Fresno
Attn: Department of Behavioral Health
4411 E. Kings Canyon Road
Fresno, CA 93702

CITY OF COALINGA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Coalinga

By: _____

Name: _____

Address:
City of Coalinga
Attn: Chief Calvin Minor
Coalinga Police Department
270 N. 6th Street
Coalinga, CA 93210

CITY OF FOWLER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Fowler

By: _____

Name: _____

Address:
City of Fowler
Attn: Chief Brand
Fowler Police Department
128 S. 5th Street
Fowler, CA 93625

CITY OF FIREBAUGH

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Firebaugh

By: _____

Name: _____

Address:
City of Firebaugh
Attn: Chief Raygoza
Firebaugh Police Department
1575 Eleventh Street
Firebaugh, CA 93622

CITY OF KERMAN

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Kerman

By: _____

Name: _____

Address:
City of Kerman
Attn: Chief Joseph Blohm
Kerman Police Department
850 S. Madera Avenue
Kerman, CA 93630

CITY OF HURON

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Huron

By: _____

Name: _____

Address:
City of Huron
Attn: Chief Turegano
Huron Police Department
P.O. Box 339
Huron, CA 93234

CITY OF KINGSBURG

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Kingsburg

By: _____

Name: _____

Address:
City of Kingsburg
Attn: Chief Neil Dadian
Kingsburg Police Department
1300 California Street
Kingsburg, CA 93631

CITY OF MENDOTA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Mendota

By: _____

Name: _____

Address:
City of Mendota
Attn: Chief Gregg Andreotti
Mendota Police Department
643 Quince Street
Mendota, CA 93640

CITY OF PARLIER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Parlier

By: _____

Name: _____

Address:
City of Parlier
Attn: Chief David Cerda
Parlier Police Department
8770 S. Mendocino Avenue
Parlier, CA 93648

CITY OF ORANGE COVE

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Orange Cove

By: _____

Name: _____

Address:
City of Orange Cove
Attn: Chief Marty Rivera
Orange Cove Police Department
550 Center Street
Orange Cove, CA 93646

CITY OF REEDLEY

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Reedley

By: _____

Name: _____

Address:
City of Reedley
Attn: Chief Joe Garza
Reedley Police Department
843 G Street
Reedley, CA 93654

CITY OF SANGER

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Sanger

By: _____

Name: _____

Address:
City of Sanger
Attn: Chief Silver Rodriguez
Sanger Police Department
1700 - 7th Street
Sanger, CA 93657

CITY OF SELMA

By: _____

Name: _____

Title: _____

APPROVED AS TO FORM:
Attorney for City of Selma

By: _____

Name: _____

Address:
City of Selma
Attn: Chief Greg Garner
Selma Police Department
1935 E. Front Street
Selma, CA 93662

Revised Exhibit A-1
FY 2015-2016 Budget and Tasks

REVISED EXHIBIT A-1	Qty	Cost	Funding Cycle 3
COUNTY			
Fresno County Sheriff's Office			
Reserve Officers 4,253.5hrs X (23.51 per hr)	1	100,000.00	100,000.00
Total			100,000.00
Fresno County Department of Behavioral Health			
Mental Health Field Workers Salary/Fringe			210,000.00
Operating Costs			87,500.00
Facilities/Equipment			17,500.00
Liability Insurance and Audits			17,500.00
Computer Costs			17,500.00
Total			350,000.00
COUNTY TOTAL			450,000.00
CLOVIS			
City of Clovis Police Department			
Crime Analysts / salary with fringe	1	97,403.00	97,403.00
Hard ware and software necessary for data collection and sharing, and training	1	9,000.00	9,000.00
Video Policing Program	1	25,000.00	25,000.00
CLOVIS TOTAL			131,403.00
CITY			
City of Fresno Police Department			
Crime Analysts Salary/Fringe	6	67,823.00	406,941.00
Public Engines Annual Subscription (all LE agencies in Fresno County)	1	100,980.00	100,980.00
Data Integration (Programmer OT, Hardware/Software)	1	70,000.00	70,000.00
CopLink Annual Subscription	1	30,000.00	30,000.00
Prisoner Transport (2 Cadet II's Salary/Fringe)	2	45,000.00	90,000.00
Mental Health Training (Tuition and OT for all LE agencies)	1	150,000.00	150,000.00
Video Policing/Body Cameras (Equipment/Service)	1	150,000.00	150,000.00
CITY TOTAL			997,921.00
Small Cities Video Policing (Coalinga, Firebaugh, Fowler, Huron, Kingsburg, Kerman, Mendota, Orange Cove, Parlier, Reedley, Sanger & Selma)12 @ \$10,000 ea.	1	120,000.00	120,000.00
Total			1,699,324.00



City of Kerman

"Where Community Comes First"

MAYOR
Stephen B. Hill
MAYOR PRO-TEM
Gary Yep
COUNCIL MEMBER
Rhonda Armstrong
COUNCIL MEMBER
Nathan Fox
COUNCIL MEMBER
Bill Nijjer

DEPARTMENT: CITY ATTORNEY
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: AUGUST 5, 2015

To: Mayor and City Council
From: Hilda Cantū Montoy, City Attorney
Subject: Resolution Approving First Amendment to Employment Agreement with Police Chief Blohm

RECOMMENDATION

Council consider and by motion adopt resolution approving First Amendment to Employment Agreement between City and Joseph Kenneth Blohm.

EXECUTIVE SUMMARY

The City and Chief Blohm entered an Employment Agreement on July 11, 2011, which ended on July 10, 2015. With the departure of the former City Manager, the Council had an Ad Hoc Committee of the Council negotiate a contract extension with the Chief. In the meantime, the Chief has continued in carrying out his duties as Chief. The First Amendment to the Employment Agreement extends the Agreement for one year and contains a mutual option for an additional year. No salary increase is provided in year one of the extended contract. The First Amendment provides for adjustments in benefits and clarifies language in the Agreement. Upon approval by the City Council, the First Amendment becomes effective July 11, 2015.

DISCUSSION

The First Amendment to Employment Agreement contains the following provisions:

- A. Section 1 provides a requirement for a Succession Plan.
- B. Section 2 provides a 5% salary increase if the mutual agreement option for a second year is exercised. (No salary increase is provided in the first year of the extended Agreement.)
- C. Section 3 provides for a one year extension of employment effective July 10, 2015, and a mutual agreement for an additional year from July 10, 2016, to July 10, 2017.
- D. Section 4 removes liquidated damages language.
- E. Section 5 clarifies At-Will language.
- F. Section 6 provides for an additional ten days of vacation which will be unpaid.
- G. Section 7 increases personal leave days from two to four.
- H. Section 8 includes City-paid fuel as part of the staff vehicle.

-
- I. Section 9 provides POST incentive pay.
 - J. Section 10 provides that all other language in the Agreement shall continue in full force and effect.
 - K. Section 11 provides that the First Amendment shall be effective July 11, 2015.

FISCAL IMPACT

Per Finance Department, the actual cost in year one of the First Amendment is \$8,090.49.

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 15-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING FIRST AMENDMENT
TO EMPLOYMENT AGREEMENT WITH POLICE CHIEF JOSEPH K. BLOHM

WHEREAS, the City and Joseph K. Blohm entered an Employment Agreement on July 11, 2011, which ended on July 10, 2015; and

WHEREAS, Chief Blohm has continued in carrying out his duties as Chief, and

WHEREAS, a contract extension has been negotiated between the City and the Chief; and

WHEREAS, the First Amendment to the Employment Agreement attached as Exhibit 'A' extends the Agreement for one year, provides for adjustments in benefits, makes clarifications and contains a mutual option for an additional year to the Agreement.

NOW THEREFORE, BE IT RESOLVED, the City Council hereby authorize the First Amendment to Employment Agreement and authorize the Interim City Manager to sign on behalf of the City.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 5th day of August 2015, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Stephen B. Hill
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

FIRST AMENDMENT TO EMPLOYMENT AGREEMENT
BETWEEN JOSEPH KENNETH BLOHM AND CITY OF KERMAN

The City of Kerman ("CITY") and Joseph Kenneth Blohm ("Employee") agree to enter a First Amendment to Employment Agreement ("First Amendment") as follows:

WHEREAS, CITY and EMPLOYEE entered an Employment Agreement ("Agreement") effective July 11, 2011, and ending July 10, 2015; and

WHEREAS, CITY AND EMPLOYEE desire to continue the employment relationship beyond July 10, 2015, and to modify the Employment Agreement.

AGREEMENT

SECTION 1. Section 1 titled "Duties" of the Agreement is amended by adding the following after the end of paragraph two of that section:

Employee shall be required and has agreed to create, present for approval by the City Council and implement a Police Department Leadership Succession Plan. The Plan shall be submitted on or before the 90 days from the actual signing by both parties of this First Amendment to Employment Agreement.

SECTION 2. Section 2A titled "Compensation" of the Agreement is amended by adding the following paragraph to the end of that section to read as follows:

If the mutual agreement option set forth in Section 2 of this First Amendment is exercised, Employee will receive a five percent (5%) salary increase effective July 11, 2016, based on Employee's current salary on July 10, 2016.

SECTION 3. Section 2B titled "Renewal" of the Agreement is amended to read as follows:

The Employment Agreement which was set to expire on July 10, 2015 is hereby extended. The Agreement is extended for one year effective July 11, 2015 and ending July 10, 2016. The parties further agree to a mutual agreement option for an additional year from July 11, 2016 to July 10, 2017. Notice of interest to renew for the additional year shall be provided by January 10, 2016.

SECTION 4. Section 2B.3 titled "Liquidated Damages on Employee's Early Termination" is deleted from the Agreement.

SECTION 5. Section 2C titled "Acknowledgement of "At Will Nature of Employment; Notice of Termination of the Agreement"" is amended to read as follows:

This Agreement creates a mutually binding "at will" employment relationship which may be terminated by either party without advance notice or cause, subject to the provisions herein. Before voluntarily resigning his position, Employee is requested, but not required to give City Manager at least sixty (60) days' notice in writing of his intention to resign.

SECTION 6. Section 3B titled "Vacation" of the Agreement is amended by adding the following text:

Notwithstanding the accrual provisions in this Section of the Agreement, Employee will be permitted to take an additional ten (10) vacation days per year. Those additional ten (10) days will not be paid by City.

SECTION 7. Section 3E titled "Personal Leave" of the Agreement is amended to read as follows:

This Employee may designate up to four (4) days of personal leave each year which shall be charged against sick leave and shall not be carried over from one year to the next.

SECTION 8. Section 3G titled "Mileage" is of the Agreement is amended to read as follows:

City shall provide Employee with a staff vehicle, radio, and cellular telephone and all maintenance, insurance, and operating costs including fuel. The vehicle and cellular telephone will be used for Employee's commute to and from his home and for City business and related professional activities only.

SECTION 9. Section 3M is added to the Agreement to read as follows:

M. POST Incentive Pay. Employee shall receive 2.5% pay for his POST Management Certificate and 2.5% pay for the POST Executive Certificate.

SECTION 10. Except as amended by this First Amendment, all terms and conditions of the Employment Agreement shall continue in full force and effect.

SECTION 11. This First Amendment to Employment Agreement shall be effective on July 11, 2015.

[Signatures on next page.]

CITY OF KERMAN

EMPLOYEE

John Kunkel, Interim City Manager

Joseph Kenneth Blohm, Police Chief

Date: _____

Date: _____

ATTEST:

APPROVED AS TO LEGAL FORM:

Marci Reyes, City Clerk

Hilda Cantú Montoy, City Attorney



City of Kerman

"Where Community Comes First"

MAYOR MAYOR PRO-TEM
Stephen B. Hill Gary Yep
COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER
Rhonda Armstrong Nathan Fox Bill Nijjer

DEPARTMENT: PARKS & RECREATION
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: AUGUST 5, 2015

To: Mayor and City Council
From: Philip Gallegos, Parks and Recreation Department Director
Subject: Resolution Approving the Purchase of Prefabricated Restroom for Katey's Kids Park

RECOMMENDATION

Council by motion adopt a resolution authorizing the City Manager to sign a contract for the purchase of the "Ozark II" model precast concrete double restroom from CXT, Inc. in the amount not to exceed \$ 83,297.95.

EXECUTIVE SUMMARY

CXT Precast Products will provide a prefabricated restroom facility that will be installed at Katey's Kids Park. The City will be using a competitively bid National Joint Power Alliance contract, which was awarded to CXT Precast Products. The 2015-2016 Capital budget has sufficient funding for the purchase of restrooms for Katey's Kids Park, located at 245 Park Ave.

OUTSTANDING ISSUES

None.

DISCUSSION

The City of Kerman's Purchasing Policy, under the Cooperative Purchases section, authorizes the City to join with other public entities for the purpose of collectively preparing specifications, requesting and receiving bids, quotations or proposals, and making award to the lowest responsible bidder, provided the source selection method used is substantially in compliance with the competitive bidding requirements. The cooperative purchasing process streamlines purchasing by allowing the City to accept a competitive bid prepared by any federal, state, county or municipal government and ensures that goods and services are of the highest quality and the lowest price.

During the design phase of the project, staff researched the feasibility of utilizing a pre-engineered/pre-fabricated restroom structure as an alternative to a "construct in place" structure. From this research, it was determined that a pre-fabricated restroom structure manufactured by CXT Precast Concrete Products (CXT), offered comparable durability at a substantial cost savings. Moreover, CXT's use of all-concrete construction in their pre-fabricated restrooms ensures the building would be easy to maintain and withstand the rigors of vandalism.

CXT pre-fabricated restrooms meet all ADA requirements and are available in many architectural styles and layouts. The CXT Ozark II model (Attachment 'C') was ultimately selected due the ability to have a urinal in the men's restroom.

Because of manufacturing time and cost, City staff identified at CXT Precast Products as a vendor/contractor with National Joint Powers Alliance (NJPA). The city's purchasing policies and procedures allow services to be exempt from the bidding process when the City is participating in an established governmental cooperative purchasing agreement. CXT Precast Products has secured NJPA contract #022113-CXT, with a contract period of April 13, 2013 through April 23, 2017. The program has been price analyzed, competitively bid, and legally executed by the NJPA. The bidding process has been completed so that each individual government entity does not need to repeat the process for the same products and services.

Council's authorization will allow the City of Kerman to utilize the NJPA contract #022113-CXT to purchase and deliver a flush style restroom to this park through CXT Precast Products. Once restroom order is placed it will take approximately 60-90 days for delivery. Facility features include: one stall in Women's restroom, one stall and urinal for the Men's restroom, both accessing from separate exterior doors, stainless steel ADA compliant toilets and sinks, skylights, electric hand dryers, timed electric lock system, upgraded exterior and connection to utilities.

FISCAL IMPACT

The Katey's Kids Park restroom is in the 2015-2016 Capital budgets. Funds for the purchase of the CXT Restroom will be reimbursed by CDBG funding once the project is completed and reimbursement is requested from the County. Total cost of the restroom facility will not exceed \$ 83,297.95.

PUBLIC HEARING

None.

Attachments:

- A. Resolution
- B. Quote
- C. Flyer
- D. Drawings

Attachment 'A'

RESOLUTION NO. 15-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AUTHORIZING
THE PURCHASE OF A PRECAST CONCRETE DOUBLE RESTROOM BUILDING
FROM CXT, INC. FOR KATEY'S KIDS PARK

WHEREAS, the anticipated popularity of the new Katey's Kids Park will create a need for restrooms to be added as part of the improvements at the Park; and

WHEREAS, the City's purchasing guidelines allow competitive prices to be determined when another public agency or public service purchasing agency has administered a competitive bidding process within the last two years for similar products or services, and the National Joint Powers Alliance (NJPA) maintains a list of current pricing for typical products and services through their competitively Awarded Contract program; and

WHEREAS, CXT, Inc. participates and offers pricing under the NJPA contract program and submitted a quote to supply the modified precast concrete "Ozark II" model restroom for \$ 83,297.95, including final connection to utilities ; and

WHEREAS, the funds for Katey's Kids Park Restroom project are included in the 2015/16 City budget under Capital improvement.

NOW, THEREFORE, BE IT RESOLVED AND ORDERED, that the City Manager is authorized to sign a contract on behalf of the City for the purchase of a "Ozark II" restroom building with specified options from CXT, Inc. in the amount not to exceed \$ 83,297.95,

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 5th day of August 2015, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

Stephen B. Hill
Mayor

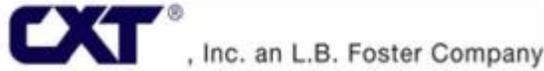
ATTEST:

Marci Reyes
City Clerk

Attachment 'B'

Page 1 of 4

Quote #: **BFRO500QGS-2**



Mailing Address:

CXT Incorporated, an LBFoster Co.
 3808 North Sullivan Road Bldg. #7
 Spokane Valley, WA 99216

To: **City of Kerman**
 720 SA Street
 Kerman, CA 93630
Attention: Phillip Gallegos
Phone: (559) 846-9378
Fax: (559) 046-5217

Phone: (800) 666-5700
Fax: (509) 528-8270
Date: 07/29/2015

Our quotation for the Ozark II Flush Building building is as follows:

Per Building

DESCRIPTION:

\$81,757.60

Ozark II color flush toilet building with standard simulated cedar shake roof and Horizontal sp with rock wall textures. In customers choice of color for the roof and color for the wall, rock wall be mountain blend. three 16-gauge galvanized steel doors and frames. 1- Electric locks for restroom doors and class room latch for chase door, all doors will have deadbolts, stainless steel plumbing fixtures (2- lavatories, 2- water closets, 1-Jrins), two 3-roll toilet paper holders. 2- ADA Sensi-Flow hand dryers. 2-Skylights, 2- Toilet seat cover dispensers, 1- Sanitary napkin holder, two exhaust fans, three GFI outlets, three floor drains, two 4/8 mirrors, ADA grab bars, ADA signs, one hose bib in chase area, and motion controlled interior lights and photo cell controlled LED exterior lights. Two tone touch up paint kt 10.5x18.07

Building Includes:

- > Engineering wet stamped drawings, copy Calculations. California state registrations and fees, Building Paid Construction drawings from CXT.
- > Delivery of your building with a truck and trailer to the building site
- > Off load and set of your building at the site with a crane
- > Full installation = hooking up the building utilities to the sub-ups from the grade pad with a licensed GC.

Note: CXT must have complete site access ability for a Crane and truck/trailer for building delivery.

FOB Spokane, WA to destination and around Kate's Kids park, Kerman, CA

Header cap and Rock texture	\$3,700.00
Full Install	\$2,200.00
California State Tax 0.225%	\$5,404.35
Freight	\$10,793.25
	\$21,543.35
	\$83,297.35

FOB: Freight FOB Plant, Prepaid and Add.

Terms: Net 30 with Credit Approval.

Notes: Sales tax not included
 Number of Units: ____

Quote #: **BFR0500GQS-2**



, Inc. an L.B. Foster Company

Mailing Address:

CXT Incorporated, an LBFoster Co.
3808 North Sullivan Road Bldg. #7
Spokane Valley, WA 99216

To: **City of Kerman**

720 S A Street
Kerman, CA 93630

Attention: Phillip Gallegos

Phone: (559) 846-9328

Fax: (559) 846-5217

Phone: (800) 696-5766

Fax: (509) 928-8270

Date: 07/29/2015

This quotation is subject to the conditions on the attached sheet and the terms hereof shall constitute the exclusive agreement of the parties and all conflicting or additional terms in Buyer's purchase order or any other such documents of Buyer shall have no force or effect.

L.B. FOSTER COMPANY

By: _____

Brian Frost
BFrost@lbfoster.com

Accepted this _____ day of _____ 20____

By: _____ (Customer Name)

_____:Signed:

Quote #: BFR0000008-2

Page 3 of 4

CONDITIONS OF SALE

1. Taxes. Prices exclude all Federal/State/Local taxes. Tax will be charged where applicable if customer is unable to provide proof of exemption.
2. Payment Terms
Payment to CXT by the purchaser shall be made net 30 days after to submission of the invoice to the purchaser. Interest at a rate equal to the lower of (1) the highest rate permitted by any applicable law per month will be charged monthly on all unpaid invoices beginning the 33rd day (includes 5 day grace period) from the date of the invoice. Under no circumstances can a reschedule be taken and purchaser shall pay the full invoice amount without offset or reduction. These terms are not liable upon approval of credit. If CXT initiates legal proceeding to collect any unpaid amount or other dispute arising out of or relating to this Quote, purchaser shall be liable for all of CXT's costs, expenses and attorneys fees associated with such litigation, including the fees and costs of any appeal.
3. Quote on Term: This offer is subject to acceptance within 60 days from the date of this quotation. After that time, prices are subject to change without notice.
4. Drawings
Prices do not include any documentation other than standard drawings, marking lists, and invoices, unless otherwise stated in quote. Special documentation, reports, or submittals can be supplied at an additional cost. If additional engineering, engineering mark-ups, approvals, drawings, or inspections are required, additional charges may incur.
5. Delivery
Delivery will be scheduled immediately upon receipt of written customer approval of all building submittals, building permit(s) and signed contract/purchase order. In the event delivery of the buildings ordered is not completed within 90 days of the agreed to schedule through no fault of CXT, an invoice for the full contract value (including shipping and installation costs) will be submitted for payment the terms of which will be as per item 2 in our quotation. Delivery and installation charges will be two (2) x of the time of delivery and installation. Should the delivery and installation costs increase due to changes in the delivery period, this increase in cost will be added to the amount originally quoted, and will be subject to the contract payment terms. In the event that the delivery is delayed more than 45 days after the agreed to schedule and through no fault of CXT, over in addition to the remedies above a storage fee of 1/2% of contract price per month or part of any month will be charged.
6. Fuel Costs
Fuel costs for crane and freight have been quoted at fuel prices furnished at the time of quotation. If at the time of delivery and installation these costs have risen, CXT reserves the right to adjust the freight and crane costs to reflect the fuel costs furnished at the time of delivery.
7. Responsibilities of the Customer
 - A. Site access, excavation building is to be set, including orientation.
 - B. Provide clear and level site, free of overhead and/or underground obstructions.
 - C. Provide site accessible to normal highway trucks and sufficient area for the crane to travel and other equipment to perform the contract requirements.
 - D. Customer shall provide notice in writing of low bridges, roadway width or grade, unimproved roads or any other possible obstacles from State Highway and/or main county road to site. CXT reserves the right to charge the customer for additional costs incurred for special equipment required to perform delivery and installation.
 - E. Customer is responsible for all permits required.
 - F. Confirming and complying with Pre-Order Information Worksheet that is incorporated herein by this reference.
8. Access to Site
For installation methods described below in paragraph 9 A & B, delivery will be made in normal highway trucks and trailers. If at the time of delivery conditions of access are hazardous or unsuitable for truck equipment for any reason, CXT shall be entitled to payment for extra costs to ensure a safe and quality installation to the chosen site or will agree to an alternate site with better access.
To safely offload the facility is moved to within this location, CXT must have clear and unobstructed access (road) to the gravel pad or hole where the facility will be placed. CXT is not responsible for cracked or damaged roads, driveways, sidewalks or aprons that are in the path of the delivery trucks or cranes at the time of loading site. Should CXT be required to obtain a larger crane than cranes due to site growth or other constraints, CXT will charge the customer the difference between the crane originally quoted, and the one that was hired to successfully offload the facility safely and efficiently.
9. Installation
 - A. Full Install. If the customer opts to have full installation of their new building, CXT will provide a backhoe trailered into the site and prepare the customer site at the marked hole/pad area. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18x18 for their outriggers. Trucks/semi-trailers are used and the building systematically put up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Installation crew then performs all necessary excavation, backfill, compaction, site grading, and connection of utilities (if applicable). Please note: additional time and any special equipment needed by the installation crew for unexcavated site work will be billed to the customer.
 - B. Set-Only Install. If the customer opts to prepare the hole, and do all their own preparation for the site, the customer will move all excess dirt to allow access by the crane and semi-truck. The crane will arrive and set up next to the hole/pad. Any requirements to lift the building over obstacles or not having the ability of the crane to be right next to the hole could incur additional charges. The size of the crane varies however most cranes require an area of 18x18 for their outriggers. Trucks/semi-trailers are used and the building systematically put up right next to the crane and are offloaded onto the site. Any requirements to lift the building over obstacles or not having the ability of the truck to be right next to the crane could incur additional charges. Customer performs all necessary excavation, backfill, compaction, site grading, connection of utilities (if applicable). If the pad for a full building, or a customer prepared excavation hole prepares not to CXT specifications, and results in extra costs the customer will be responsible for these extra costs.
 - C. Ship-Only. If customer opts to self install their building CXT can provide a crewing of the recommended lifting/lifting arrangement plus the four special lifting plates for the buildings itself with a refundable deposit of \$1,000.00 payable by credit card only. The customer must return lifting plates and hardware to CXT (at customer's cost) within 2 weeks (14) days and a \$1,000.00 fee will be charged to the customer credit card. Please note: It is highly recommended that you use our lifting/lifting arrangements. The CXT arrangements will help prevent damage to the building. CXT will not have responsibility for any damage/accidents to the building or workers during the use or non-use of our recommended lifting/lifting arrangements.
 - D. CXT shall be entitled to reimbursement from customer for any expenses that are the result of conditions encountered at the site which are: (1) subsurface or site wise concealed physical conditions which differ materially from those indicated by the customer or (2) unknown physical conditions or an unusual nature which differ materially from those ordinarily found to exist and generally recognized as the work in construction set of work of the customer's location.
 - E. Should customer request additions or changes to the work, CXT shall be entitled to payment for additions or change work. Any request for additions or changed work shall be in writing executed by Customer Field Representative by signing the additional work required section of the Building Acceptance Form, incorporated herein by this reference.
10. Transportation
Your building(s) will be transported from our plant to your installation site via semi-truck with trailer. The length and clearance vary with the style of trailer used to accommodate your building model(s) and must be taken into consideration when determining access to site. If you ordered a 11'...
Cascadian/Roady Mountain - Requires 7' truck. When shipped in 2-pieces standard building with vault to be placed on a flatbed trailer. The length of the trailer/trailer can be up to 75' long. Must have a 14 height clearance to access site.

Quote #: B-RCSU06QS-2

Page 4 of 4

- Garrison -** Requires 1 truck. Shipped with its vault, this building is typically shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height clearance to access site.
- Tiggs Special -** Requires 2 trucks: 1 to transport the building and 1 to transport vaults. The building is typically shipped on a step-deck trailer and 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.
- Del Casadlan/Del Rocky Mountain -** Requires 2 trucks: 1 to transport the building and 1 to transport the vaults. The building is typically shipped on a job-drop or low-boy trailer (approximate ground clearance of 4 to 6') and the 2 vaults are typically transported on a flatbed trailer. The length of the tractor-trailer can range from 75 to 110'. Must have 14' height and 14' width clearance to access site.
- Cortez/Ozark/Teton/Poncha -** Requires 1 truck. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have a 14' height and 14' width clearance to access site.
- Large Flush, Sectional, or Custom Bldgs -**
(Arapahoe/Ozark/Cheyenne/Montrose/Tooe/Tain or Fremont/Havaja/Malibu/Kodiak/Torrey/Doble/Dora)
Requires 2-4 trucks, depending on size of building. Each section will be shipped on an RGN trailer (approximate ground clearance of 4 to 6'). The length of the tractor-trailer can range from 80' to 115'. Must have 14' height and 14' width clearance to access site. The Demall mode could ship on either an RGN trailer or a job-drop.
- Schweitzer/Mendocino -** Requires 1-2 trucks, depending on size of building. Generally shipped on a step-deck trailer. The length of the tractor-trailer can be up to 75' long. Must have 14' height and 14' width clearance to access site.

11. CXT Warranty

CXT warrants that all structures sold pursuant hereto will, when delivered, conform to specifications of the building listed on the quote. Structures shall be deemed accepted and meeting specifications unless notice identifying the nature of any non-conformity is provided to CXT in writing within one (1) year of delivery. It is specifically understood that CXT's obligation hereunder is for credit or repair only. CXT will repair structural defects (e.g., not materials and workmanship) for one (1) year from date of delivery provided CXT is first given the opportunity to inspect said structure. CXT warrants all components sold within all structures pursuant hereto to be delivered within structures. Components deemed accepted and meeting specifications shall be warranted for a period of one (1) year against defects in the materials and/or workmanship from said date of delivery. CXT is not responsible for components that are damaged due to misuse, acts of violence, negligence, acts of God, or accidents. Shipping, handling, installation or other incidental or consequential costs, unless otherwise agreed to in writing by CXT, are not included.

This warranty shall not apply to:

Any goods which have been repaired or altered without CXT's express written consent, in such a way as in the reasonable judgment of CXT, to adversely affect the stability or reliability thereof;

Any goods which have been subject to misuse, negligence, acts of God, or accidents;

To any goods which have not been installed to manufacturer's specifications and guidelines, improperly maintained, or used outside of the specifications for which such goods were designed.

12. Disclaimer of Other Warranties

THE WARRANTY SET FORTH ABOVE IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED. ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED. CXT MAKES NO OTHER WARRANTY EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, NO WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR USE.

13. Limitation of Remedies

In the event of any breach of any obligations hereunder, breach of any warranty regarding the goods, or any negligent act or omission of any party, the parties agree to submit all claims to binding arbitration. Any settlement reached shall include all reasonable costs including attorney fees. In no event shall CXT be subject to or liable for any incidental or consequential damages. Without limitation on the foregoing, in no event shall CXT be liable for damages in excess of the purchase price of the goods hereinafter offered.

14. Acceptance

The foregoing terms will be deemed accepted in full by signature and return of one copy to CXT, subject to customer credit approval. A copy of any applicable form of payment security device (i.e., payment status) available to CXT shall be included with the signed copy of this agreement.

15. Timing of Billing to Buyer

Seller will invoice Buyer upon shipment from its supplier or facility, unless otherwise indicated on the face of this document.

16. Storage of Material For Buyer

If at Buyer's request, goods covered by this document are held at Seller's facility or some other provider for more than 21 days after they are available for shipment, Buyer shall accept Seller's invoice and payment terms based on payment terms set forth herein.

17. Material Reservation

Seller will only reserve material for 30 days with receipt of an executed purchase order, quote or order acknowledgement acceptable to Seller. After that time, material availability, price and shipment date may be adjusted, at Seller's option.

Attachment 'C'

OZARK II

Large, double flush, fully accessible.



**Shown with optional horizontal lap and Maple Valley Birch textured walls, and standard cedar shake roof.*

Meets UFAS, A.D.A. and Title 24 statute of the State of California

Vandal resistant building & toilet components

4" thick steel reinforced concrete walls

5" thick steel reinforced concrete roof & floors

Quick installation and hookup at the jobsite

Available in (25) different and unique earthtone colors

Barnwood, stucco, exposed aggregate, or split face block exterior wall textures

Cedar shake, ribbed metal, or exposed aggregate exterior roof textures

Custom textures and colors available

The Ozark II is a large double flush building that meets all ADA requirements. The Ozark II's standard features include sinks, toilets, interior and exterior light, and electric exhaust fans. The Ozark II can have an optional urinal, and come with optional stainless steel fixtures. The Ozark II also has a large chase plumbing area that can be used for storage.

Durability:
The Ozark II is engineered and designed for long-life in extreme conditions. The building meets or exceeds the effects of a Zone 4 earthquake, a 140-mph wind load and a 250 pounds per square foot snow load.

Maintenance:
The Ozark II is extremely easy to maintain. With our steel reinforced 5,000 psi concrete construction, the building will not rot, rust, or burn. The building interior is primed and painted with white paint to reflect natural light from the Lexan windows mounted in heavy steel frames cast into the walls.

Cleaning of the building interior is easily accomplished with a brush and warm soapy water. The walls and roof structure are made of "colored through concrete", coated with an exterior stain, followed by an anti-graffiti sealer.



Utilities:

The Ozark II's utilities are pre-wired, plumbed and tested before shipping to meet local code requirements. They are conveniently concealed within the chase/storage area for easy hookup and maintenance and to reduce the effects of vandalism.

Standard plumbing fixtures are made of vitreous china construction. Optional stainless steel fixtures are available with this model. Hot water and room heaters are also available as options on this restroom.

Hook Up and Installation:

The Ozark II requires minimal site work. It

is designed to sit on a three-quarter minus gravel base of six-inches thick, compacted to a ninety-five percent compaction



level. The water, sewage and electrical utility lines are stubbed up through the prepared base material to match up with the utility access hole within the floor of the chase area.

Hookup of the three utility lines can be completed in a matter of hours by connecting the pre-plumbed and wired lines to those stubbed up through the base material.

Quality and Value:

Because of our two state-of-the-art, 120,000 square foot production facilities, CXT can produce consistently higher quality buildings at a lower cost to meet the needs of city, county, state and federal agencies.

We at CXT take pride in our craftsmanship and are ready to provide you with our legendary customer service. See why we say, "Once you buy a CXT produced building you will never purchase anything else."



**Shown with optional horizontal lap and Napa Valley floor finished walk, and standard cedar shake roof*

Wall Textures:

Standard:



Barnwood

Available Options:



Stucco



Exposed Aggregate



Split Face Block

Roof Textures:

Standard:



Cedar Shake

Available Options:



Ribbed Metal



Exposed Aggregate

Also available in custom colors and textures.

LB Foster

CXT® Concrete Buildings

CXT Incorporated
 An L.B. Foster Company

Spokane Industrial Park
 3808 N. Sullivan Road Bldg. #7
 Spokane, WA 99216

Telephone 509-921-8766
 Fax 509-928-8270
 Toll Free 800-696-5766

www.cxtinc.com

FM57026
 ISO 9001 Certified





City of Kerman

"Where Community Comes First"

MAYOR
Stephen B. Hill
COUNCIL MEMBER
Rhonda Armstrong
MAYOR PRO-TEM
Gary Yep
COUNCIL MEMBER
Nathan Fox
COUNCIL MEMBER
Bill Nijjer

DEPARTMENT: PLANNING AND DEVELOPMENT
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: AUGUST 5, 2015

To: Mayor and City Council
From: Jerry Jones, City Engineer
Subject: Resolution Awarding Contract for the California Avenue Reconstruction Project

RECOMMENDATION

Council by motion adopt resolution awarding the contract for the California Avenue Reconstruction Project to Don Berry Construction, Inc. in the amount of \$678,679.24 and authorize the City Manager to sign the agreement.

EXECUTIVE SUMMARY

The California Avenue Reconstruction Project will reconstruct California Avenue from Del Norte Avenue to Madera Avenue. Bids were received from five contractors on Tuesday, July 28, 2015. The lowest responsive bid was submitted by Don Berry Construction, Inc. in the amount of \$644,000.24 for the Base Bid. The Engineer's Estimate for the Base Bid was \$610,000.00. Two additive alternates were also included in the bid for the construction of curb bulbouts on California at the intersection of Manor Drive and First Street. Due to the fact that the bids received were higher than expected, Staff recommends that only the Base Bid and Additive Alternate #2 be awarded to the contractor. The bid submitted by Don Berry for Additive Alternate #2 was in the amount of \$34,679.00. The total amount of the Base Bid and Additive Alternate #2 is \$678,679.24.

OUTSTANDING ISSUES

None.

DISCUSSION

The California Avenue Reconstruction Project is included in the City's Capital Improvement Program. The project will replace the existing pavement section on California Avenue from Del Norte Avenue to Madera Avenue in order to provide a smooth street surface, capable of supporting the typical vehicle loads on the street. A Vicinity Map is included as Attachment 'B'.

The existing pavement along the subject section of California Avenue is designated as Very Poor in the City's Pavement Management System. In addition, the project will replace existing concrete curb and gutter, sidewalks, valley gutters, and driveways that are damaged or deficient. New curb ramps will be constructed at all intersections in compliance with Americans with Disabilities Act (ADA) regulations.

Bids were received from five contractors on Tuesday, July 28, 2015, and the results are as follows:

Contractor	Base Bid	Add. Alt. #1	Add. Alt. #2	Total
Don Berry Construction	\$644,000.24	\$25,005.00	\$34,679.00	\$703,684.24
Emmett Valley Construction	\$644,195.40	\$23,749.00	\$35,498.00	\$703,442.40
Emmett's Excavation	\$736,079.60	\$23,834.00	\$34,190.00	\$794,103.60
Seal Rite Paving & Grading	\$753,742.95	\$26,963.64	\$46,747.14	\$827,453.73
Lee's Paving	\$961,899.90	\$24,499.00	\$44,116.00	\$1,030,514.90
Engineer's Estimate	\$610,000.00	\$18,000.00	\$27,000.00	\$655,000.00

The Public Contract Code requires that the bid documents state how bids with additive alternates are to be compared. The project specifications state that the bid will be awarded to the contractor with the lowest Base Bid. The bids were analyzed and Don Berry Construction, Inc. was determined to have submitted the lowest responsive bid and they are a responsible contractor.

In addition to the Base Bid, Council may choose to award Additive Alternate #1, Additive Alternate #2, both, or neither as part of the contract. Additive Alternate #1 includes the construction of curb bulbouts, signing, and striping at the intersection of California Avenue and Manor Drive. Additive Alternate #2 includes the construction of curb bulbouts, signing, and striping at the intersection of California Avenue and First Street. Both additive alternates are aimed to provide new, high visibility pedestrian crossings for access to the master-planned sidewalk on the south side of California. The proposed curb bulbouts for Additive Alternate #1 and #2 are shown on exhibits included as Attachment 'C' and Attachment 'D', respectively.

Due to the fact that the bids received for the project were higher than anticipated, it is not possible to award the Base Bid and both Additive Alternates and stay within the project budget. The total construction budget for the project is \$679,000, including contingency. The following table compares potential award options for the bid submitted by Don Berry Construction versus the project budget.

Award Option	Contract Amount	Surplus/Shortfall
Base Bid Only	\$644,000.24	\$34,999.76
Base Bid + Add. Alt. #1	\$669,005.24	\$9,994.76
Base Bid + Add. Alt. #2	\$678,679.24	\$320.76
Base Bid + Add. Alt. #1 & #2	\$703,684.24	(\$24,684.24)

Staff recommends that Additive Alternate #2, in addition to the Base Bid, be awarded to the contractor. A new crossing at First Street will provide a crossing mid-way between Del Norte Avenue and Madera Avenue. In addition, First Street provides access to both Kerman Middle School and Kerman High School. Staff does not recommend deferring the improvements to a later date. Constructing the curb bulbouts at this location at a later date would be un-economical, as it will necessitate the removal of infrastructure assets installed with the current project.

FISCAL IMPACT

The project is included in the budget in the amount of \$792,000 to be funded by Local Transportation Funds. The budgeted amount includes design, bidding, construction management, testing, and construction. The construction budget for the project is \$679,000, including contingency. Staff's recommends awarding the Base Bid and Additive Alternate #2, in the amount of \$678,679.24, resulting in a minimal contingency of \$321 available in the project budget. A contingency amount equal to 5-10% of the contract amount is typically included in the project budget to account for unforeseen issues. If unforeseen issues arise during construction that necessitate change orders, the project cost will likely exceed the amount included in the City's budget. A budget amendment may be necessary upon completion of the project to account for any construction costs above the amount budgeted.

PUBLIC HEARING

Not Required.

Attachments:

- A. Resolution
- B. Vicinity Map
- C. Exhibit – Additive Alternate #1
- D. Exhibit – Additive Alternate #2

Attachment 'A'

RESOLUTION NO. 15-__
RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
AWARDING CONTRACT TO DON BERRY CONSTRUCTION, INC.
FOR THE CALIFORNIA AVENUE RECONSTRUCTION PROJECT

WHEREAS, the Invitation to Bid for the California Avenue Reconstruction Project in the City of Kerman was listed in the Kerman News on July 8 and 15 , 2015 and;

WHEREAS, the project will consist of the reconstruction of California Avenue from Del Norte Avenue to Madera Avenue, including concrete improvements in the City of Kerman; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Kerman City Hall on July 28, 2015 at 2:00 p.m.:

Contractor	Base Bid	Add. Alt. #1	Add. Alt. #2	Total
Don Berry Construction	\$644,000.24	\$25,005.00	\$34,679.00	\$703,684.24
Emmett Valley Construction	\$644,195.40	\$23,749.00	\$35,498.00	\$703,442.40
Emmett's Excavation	\$736,079.60	\$23,834.00	\$34,190.00	\$794,103.60
Seal Rite Paving & Grading	\$753,742.95	\$26,963.64	\$46,747.14	\$827,453.73
Lee's Paving	\$961,899.90	\$24,499.00	\$44,116.00	\$1,030,514.90

WHEREAS, the City Engineer's Estimate was \$610,000 for the Base Bid, \$18,000.00 for Additive Alternate #1, \$27,000.00 for Additive Alternate #2, and \$655,000.00 for the Total Bid;

WHEREAS, the bid documents state that the bids will be compared on the basis of the Base Bid.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES upon the recommendation of the City Engineer that the California Avenue Reconstruction Project be awarded to: Don Berry Construction, Inc., P.O. Box 620, Selma, CA 93662 in the amount of Six Hundred Seventy-Eight Thousand Six Hundred Seventy-Nine Dollars and Twenty-Four Cents (\$678,679.24), and that the City Manager is authorized to sign the City's standard form of agreement for construction projects, as contained in the bid package 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 5th day of August, 2015, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

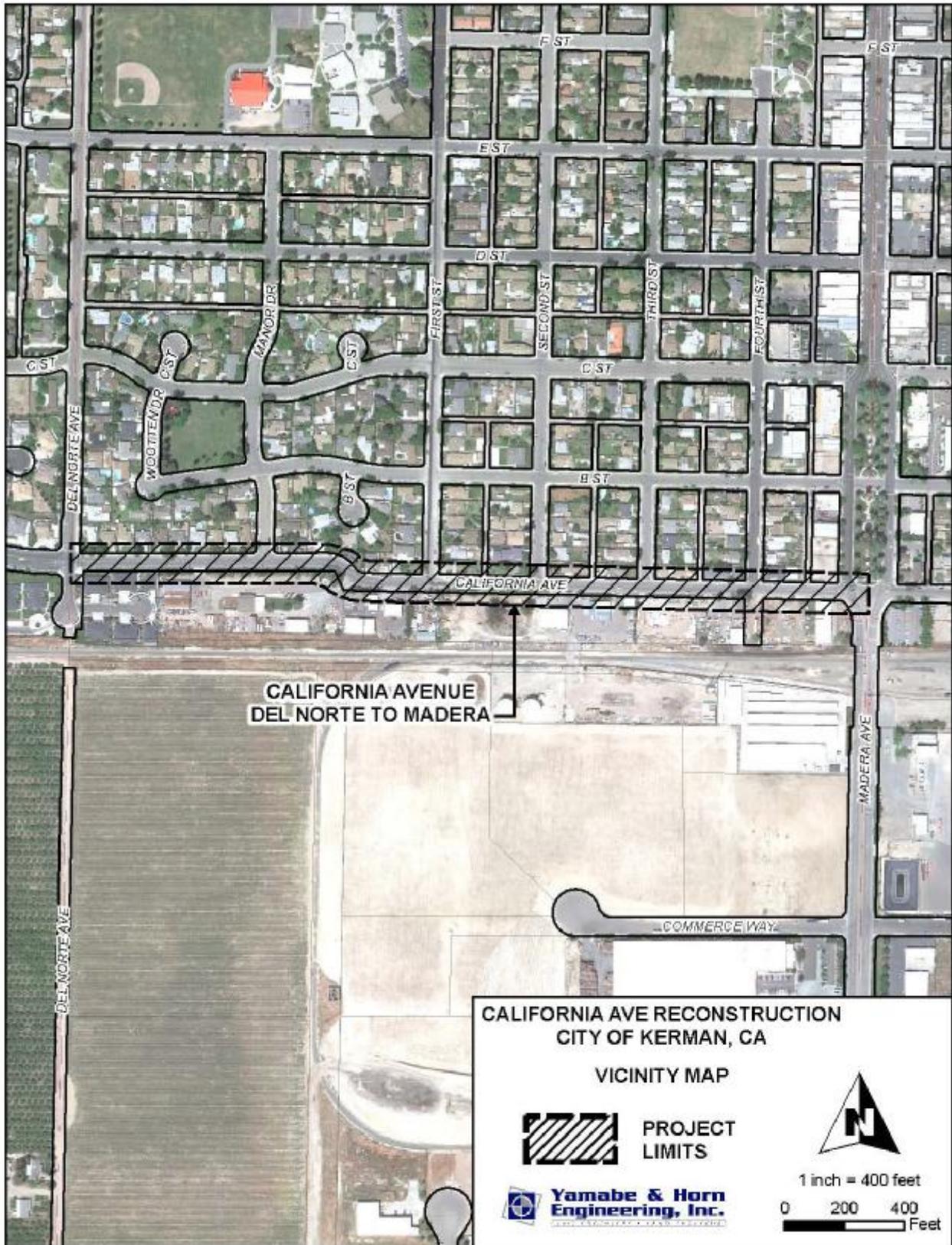
Stephen B. Hill
Mayor

ATTEST:

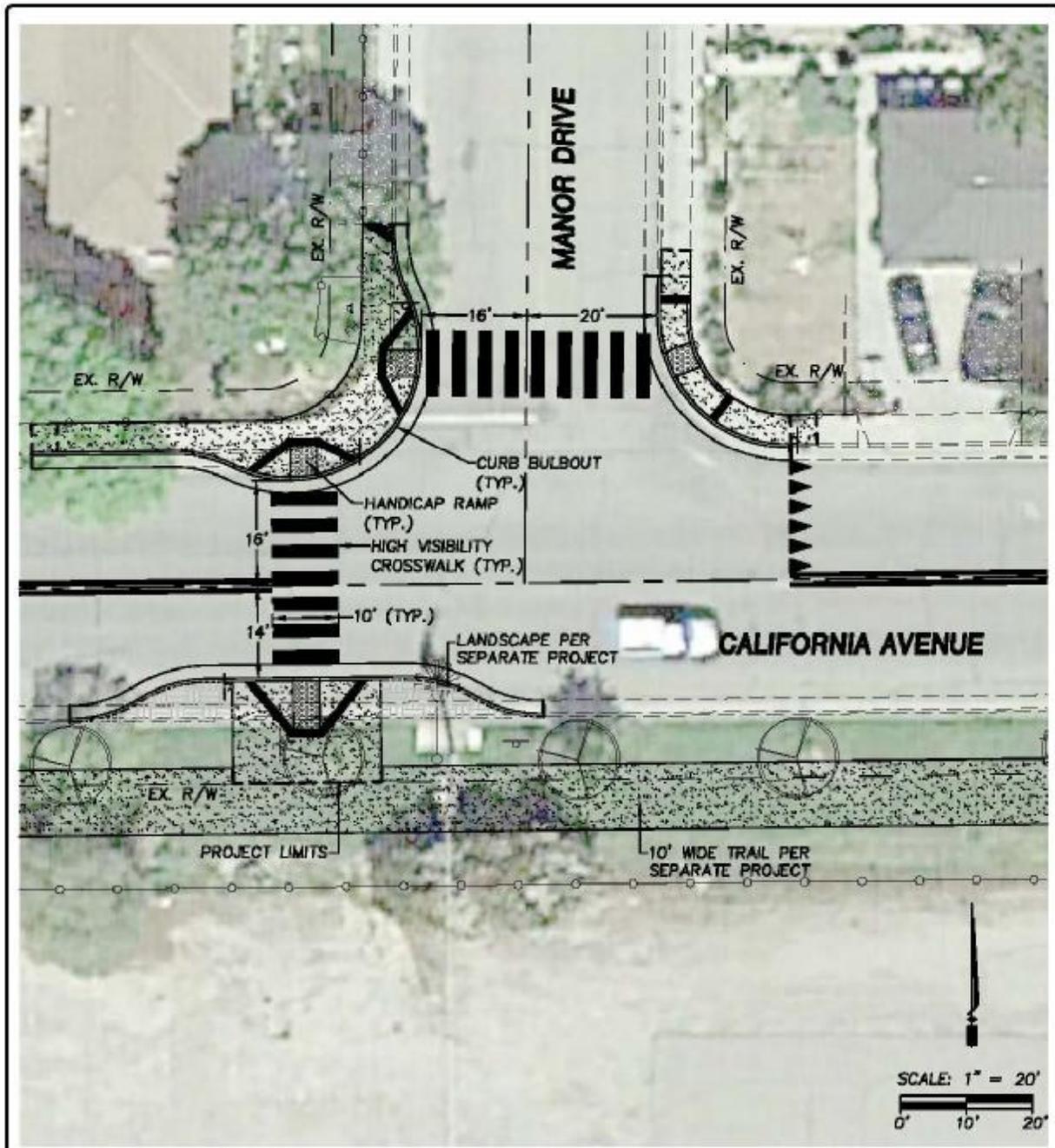
Marci Reyes

City Clerk

Attachment 'B'



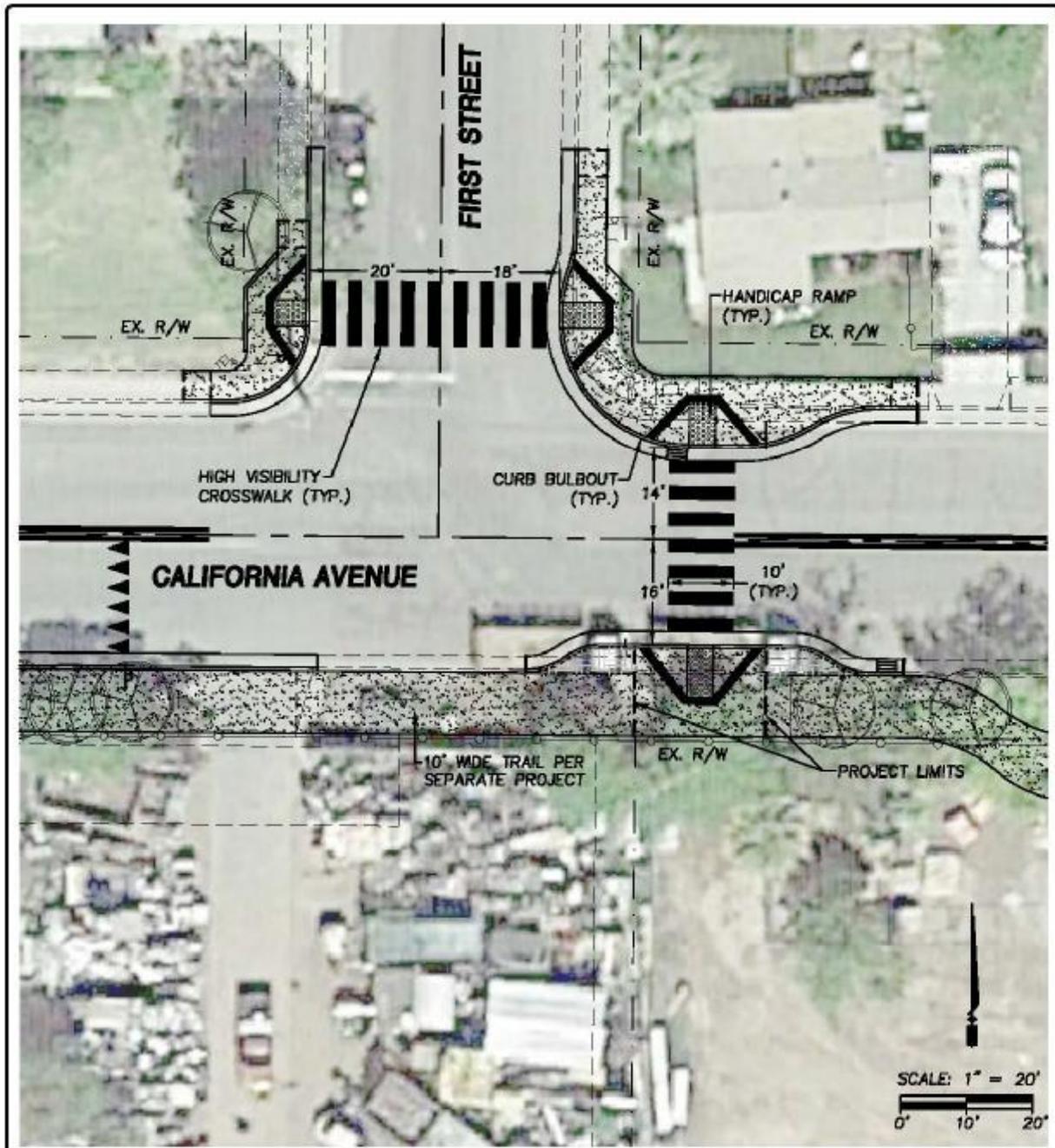
Attachment 'C'



 <p>YAMABE & HORN ENGINEERING, INC.</p> <p>2986 N. BURL AVENUE SUITE 101 FRESNO, CA 93727</p> <p>TEL (559) 244-3123 FAX (559) 244-3120</p>	<p>Ref. & Rev.</p>	<p>CITY OF KERMAN</p>	<p>Dr. By: JW Ch. By: JJ Date: 7/29/2016</p>
	<p>CALIFORNIA AVENUE RECONSTRUCTION PROJECT</p> <p>MANOR DRIVE BULB OUT #1</p>		<p>Y71 Job No. 14-211 Sheet No. 1 of 2 Sheets</p>

F:\2014\14-211\dwg\Exhibits\14-211_BulbOut Exhibits.dwg

Attachment 'D'



 <p>YAMABE & HORN ENGINEERING, INC.</p> <p>2986 N. BURL AVENUE SUITE 101 FRESNO, CA 93727</p> <p>TEL (559) 244-3123 FAX (559) 244-3120</p>	<p>Ref. & Rev.</p>	<p>CITY OF KERMAN</p>	<p>Dr. By: <u>JW</u> Ch. By: <u>JL</u> Date: <u>7/29/2015</u></p>
	<p>CALIFORNIA AVENUE RECONSTRUCTION PROJECT</p> <p>FIRST STREET BULB OUT #2</p>	<p>YPI Job No. <u>14-211</u> Sheet No. <u>2</u> of <u>2</u> Sheets</p>	

F:\2014\14-211\dwg\Exhibits\14-211_BulbOut Exhibits.dwg



City of Kerman

A Place Where "Community Comes First"

MAYOR
Stephen B. Hill

MAYOR PRO-TEM
Gary Yep

COUNCIL MEMBER
Rhonda Armstrong

COUNCIL MEMBER
Nathan Fox

COUNCIL MEMBER
Bill Nijjer

DEPARTMENT: PLANNING & DEVELOPMENT
STAFF REPORT
CITY COUNCIL MEETING
MEETING DATE: AUGUST 5, 2015

To: Mayor and City Council
From: Olivia Pimentel, Planning and Development Department
Subject: Agreement with Crown Homes for the Deferment of Certain Fees Concerning Construction of 20 Homes in Kerman Estates Tract 5478

RECOMMENDATION

Council by motion adopt resolution approving the agreement with Crown Homes to defer certain fees concerning construction of 20 homes in Kerman Estates Tract 5478 and authorize the Mayor to execute the agreement.

EXECUTIVE SUMMARY

Crown Homes ("CROWN"), recently purchased 20 lots ("CROWN Lots") depicted in Attachment 'A' from United Security Bank and has requested a deferral of payment of the certain fees until such time as CROWN requests a certificate of occupancy for any home constructed on a CROWN Lot. The proposed Agreement would allow CROWN to defer payment of all Development Impact Fees (defined further herein) and certain Improvement Fees (defined further herein) approved by the City to complete or repair certain defined improvements within Tract 5478 and widen Whitesbridge Road. The Development Impact Fees to be deferred total \$12,920.00 per lot. A list identifying said fees is attached hereto as Attachment 'B' and as Exhibit 'A' to the proposed Agreement set forth in Attachment 'C.' The Improvement Fees, individually referred to as Internal Improvement Repairs Fee and Whitesbridge Improvement Fee, (collectively referred as "Improvement Fees") total \$9,041.00 per lot. The Improvement Fees are to be applied toward the cost to complete or repair in-tract improvements and complete the widening of Whitesbridge Road, both of which were conditions of the City's approval of Tract 5478 (see Exhibit 'B' to Attachment 'C'). The proposed Agreement (Attachment 'C') allows CROWN to defer the payment of the Development Impact Fees and Improvement Fees on 20 homes until such time as CROWN requests a certificate of occupancy for each home constructed on the CROWN Lots.

OUTSTANDING ISSUES

None.

DISCUSSION

In January, 2015, as part of negotiations with another developer owning lots within Tract 5478 staff obtained new estimates for the cost for the completion and/or repair of certain in-tract and the completion of the widening

of Whitesbridge Road, (State Route 180) to ensure subsequent developers of lots within Tract 5478 pay their fair share cost of completing and/or repairing the in-tract improvements and the widening of Whitesbridge Road both of which were conditions to the City’s original approval of Tract 5478.

The original estimate of \$285,722.00 for the in-tract repairs and \$737,131.00 for the off-site improvements totaling \$1,022,853.00 was obtained in September of 2011. As reflected in the table below, the revised estimate shows a slight decrease in the costs for the in-tract repairs and a slight increase in the cost for the off-site repairs. Overall, the total cost increased by \$13,939.

Table 1

Improvements	Original Estimate	Revised Estimate	Difference
In-Tract Repairs	\$285,722	\$275,022	(\$10,660)
Off-Site Improvements	\$737,131	\$761,730	\$24,559
Total	\$1,022,853	\$1,036,792	\$13,939

Based on the revised estimates, the fair share contribution per lot for the remaining 95 lots is \$9,041.00. As shown in Table 2, the new per lot fee has been adjusted in the new agreement to reflect the per lot fee collected on the initial 20 lots totaling \$177,880.00. This amount is deducted from the new estimate of \$1,036,792 with the revised costs divided by the remaining 95 lots for a per lot cost of \$9,041.00 (“Improvement Fee”).

Table 2

Original Agreement	Interior Repairs	Whitesbridge	Total
Original Estimates	\$285,722.50	\$737,131.40	\$1,022,853.90
Per Lot Fee (Total=115 Lots)	2,485.54	6,409.84	8,895.38
RJ Hill Per Lot Fee (10 Lots)	24,850.00	64,090.00	88,940.00
CROWN Per Lot Fee (10 Lots)	24,850.00	64,090.00	88,940.00
Total Per Lot Fees (20 Lots)			177,880.00
Amended Agreement	Interior Repairs	Whitesbridge	Total
New Estimates	\$275,062.01	\$761,730.67	\$1,036,792.68
Less Per Lot Fee (Initial 20 Lots)	(49,700.00)	(128,180.00)	(177,880.00)
Revised Costs	225,362.00	633,550.67	858,912.67
New Per Lot Fee (95 Lots)	2,372.00	6,669.00	9,041.00

On July 7, 2015, the City of Kerman received a request from CROWN to defer payment of Development Impact Fees and Improvement Fees until such time as CROWN requests a certificate of occupancy on a home constructed on any of the 20 CROWN Lots. Council is being asked to consider an agreement, in the form attached hereto, with CROWN to allow for the construction of 20 homes on the CROWN Lots without payment of the Development Impact Fees, estimated to be \$12,920.00 per lot; and; without payment of the Improvement Fee of \$9,041.00, per lot, until such time as each home is complete, a final inspection has occurred and CROWN seeks a certificate of occupancy on each home. To date, no homes have been constructed by this developer.

The proposed agreement provides that upon completion of a house on a CROWN Lot for which CROWN has satisfied certain specified conditions, including but not limited to final inspection, proof of payment for Regional Transportation Mitigation Fees, and payment of the Development Impact Fees and Improvement Fees, the

City will issue a certificate of occupancy for that home. The Parties understand that the City will not be obligated to issue building permits or certificates of occupancy if there is an uncured default or breach under this agreement. This agreement applies only to the 20 CROWN Lots, and does not obligate City to issue additional building permits or certificates of occupancy as to other lots until the improvements required by the Subdivision Agreement have been completed.

The agreement also requires that CROWN shall make written disclosure to purchasers of the CROWN Lots that City has not accepted the streets, sidewalks, or other public infrastructure improvements within Tract 5478 as complete, and that further construction work will be required in the future before the improvements are complete.

Upon satisfaction of the requirements provided in the proposed agreement, including payment of all fees, then as to any such lot, neither CROWN, nor his successors in interest, will have any further obligation to make additional contributions for the construction of the improvements.

The City has entered similar deferral agreements with other lot owners/developers within Tract 5478.

REASON FOR RECOMMENDATION

To allow the construction of twenty (20) new single family homes in Tract 5478 by requiring the builder/developer to pay a fair share contribution on a per lot basis to fund the completion of the infrastructure improvement in the tract and to pay development impact fees prior to certificate of occupancy of each lot.

PUBLIC HEARING

None required.

Attachments:

- A. Map of CROWN Lots, Tract 5478
- B. List of Development Impact Fees
- C. Resolution w/Exhibits
- D. Request from CROWN dated July 7, 2015

Attachment 'B'

**CITY OF KERMAN
 DEVELOPMENT IMPACT FEES 2014
 TRACT 5478 - PACIFIC MOUNTAIN**

AREA = 40.38 Ac.
 LOTS = 133 UN
 SEWER & WATER UNITS = 133 UN

VTM Approved 7/20/2005
 Final Map Recorded 11/9/2006

CODE	FEE	UNIT	RATE	AMOUNT	FEE CREDIT	ADJUSTED AMOUNT	PER LOT
110	ADMINISTRATIVE FEE	133 LOTS	\$500	\$66,500		\$66,500	\$500.00
140	PUBLIC BUILDING FACILITIES	133 LOTS	1,324	176,092		176,092	\$1,324.00
170	GENERAL PLAN UPDATE	133 LOTS	296	39,368		39,368	\$296.00
180	FIRE STATION & EQUIPMENT	133 LOTS	730	97,090		97,090	\$730.00
520	WATER FRONT FOOTAGE	535 LF	15.00	8,025		8,025	\$60.34
530	WATER OVERSIZE	133 LOTS	304	40,432	51,742	0	\$0.00
540	WATER MAJOR FACILITIES	133 LOTS	2,126	282,758		282,758	\$2,126.00
550	SEWER FRONT FOOTAGE	1,531 LF	16.00	24,496		24,496	\$184.18
560	SEWER OVERSIZE	133 LOTS	554	73,682	10,948	62,734	\$471.68
570	SEWER MAJOR FACILITIES	133 LOTS	2,349	312,417		312,417	\$2,349.00
580	PARKS - DEVELOPMENT	133 LOTS	2,706	359,898		359,898	\$2,706.00
590	PARKS - QUIMBY	133 LOTS	759	100,947		100,947	\$759.00
910	MAJOR STREETS	133 LOTS	1,545	205,485	144,773	60,712	\$456.48
920	STREET SIGNALS	133 LOTS	159	21,147		21,147	\$159.00
930	RAILROAD CROSSINGS	133 LOTS	263	34,979		34,979	\$263.00
	DEL NORTE SEWER FEE	133 LOTS	226	30,058		30,058	\$226.00
	OUTSIDE TRAVEL LANE	133 LOTS	310	41,230		41,230	\$310.00
				14,182	1,914,604	1,718,451	\$12,920.68
05-130/5478 Fees 14							7/10/2014

Attachment 'C'

RESOLUTION NO. 15-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
AGREEMENT WITH CROWN HOMES FOR THE DEFERMENT OF CERTAIN FEES CONCERNING
CONSTRUCTION OF 20 HOMES IN KERMAN ESTATES TRACT 5478

WHEREAS, Crown Homes (CROWN”), has purchased 20 lots that are part of Tract 5478 from United Security Bank; and

WHEREAS, CROWN has requested a deferral of payment of certain fees until such time as CROWN requests a certificate of occupancy for any home constructed on a CROWN Lot; and

WHEREAS, the proposed Agreement allows CROWN to defer the payment of the Development Impact Fees and Improvement Fees on 20 homes until such time as CROWN requests a certificate of occupancy for each home constructed on the CROWN Lots; and

WHEREAS, the proposed Agreement is consistent with prior Agreements deferring fees on Tract 5478 lots.

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

1. The foregoing recitals are incorporated by reference.
2. The Council hereby approves the agreement attached as Exhibit 'A' with CROWN to construct homes on the 20 lots that CROWN owns in Tract 5478 and authorizes the Mayor to execute the agreement on behalf of the City.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 5th day of August, 2015 and passed at said meeting by the following vote:

AYES:
NOES:
ABSENT:
ABSTAIN:

The foregoing resolution is hereby approved.

Stephen B. Hill
Mayor

ATTEST:

Marci Reyes
City Clerk

RECORDED AT THE REQUEST OF, AND
WHEN RECORDED, RETURN TO:

CITY CLERK
CITY OF KERMAN
850 S. MADERA AVENUE
KERMAN, CA 93630

NO RECORDING FEE GOV. CODE 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

AGREEMENT TO DEFER CERTAIN FEES
CONCERNING THE CONSTRUCTION OF 20 HOMES
IN KERMAN ESTATES TRACT 5478

This Agreement to Defer Certain Fees Concerning the Construction of 20 Homes in Kerman Estates Tract 5478 ("Agreement"), is made as of August __, 2015, by and between the City of Kerman, a California general law city, (City), and Crown Homes, "Crown". City and Crown are sometimes referred to individually as "Party" and collectively as "Parties."

RECITALS

- A. On or about August 24, 2006, City and Pacific Mountain Partners, L.L.C., a California Limited Liability Company, the original developer of Tract 5478 ("Pacific"), entered into a Subdivision Agreement for Tract No. 5478, as a condition of City's approval of a subdivision map for Tract No. 5478 ("Subdivision Agreement"); recorded on November 9, 2006 as Document No. 2006-0238844 in the Official Records of the County of Fresno, State of California.
- B. The Subdivision Agreement sets forth the terms and conditions under which Pacific would construct certain public improvements, including the widening of Whitesbridge Road, which were conditions of the City's approval of Tract No. 5478.
- C. Pacific became insolvent before satisfactorily completing the said improvements described in the Subdivision Agreement.
- D. The incomplete improvements are detailed in the plans on file with the City Clerk prepared by Yamabe & Horn Engineering, Inc. titled "City of Kerman, Kerman Estates Tract 5478, Reconstruct Interior Improvements," dated September 8, 2011 consisting of 2 sheets and listing 62 items of construction or repair, hereinafter referred to as "Interior Improvement Repairs", and in the Proposal to the City of Kerman, Whitesbridge Road Widening, Tract 5478, Kerman Estates, hereinafter referred to as Whitesbridge Road Widening, attached hereto as Exhibit 'B'. The Interior Improvement Repairs and the Whitesbridge Road Widening are sometimes collectively referred as "Improvements."
- E. City has filed an action against Pacific's bonding company, Western Insurance Company, but that action has been stayed because Western Insurance has become insolvent, and is currently in liquidation proceedings conducted by the Insurance Commissioner for the State of Utah.

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- F. In or about February, 2015, City obtained estimates for the completion and/or repair of the Interior Improvements and the Whitesbridge Road Widening. The estimate for construction of the Whitesbridge Road Widening was \$761,730.67. The estimate for the Tract 5478 Interior Improvement Repairs was \$275,062.01. The combined total for the Improvements amounted to \$1,036,792.68.
- G. City has been notified that the Insurance Commissioner has approved City's claim for \$1,022,853.90 to complete the Improvements. However, the Insurance Commissioner reports that as of May 31, 2013, Western Insurance had total assets of \$15,092,751.68, and total liabilities of \$135,138,869.18. If total liabilities all become approved claims, City may receive only about \$114,235.67 as its Claim Payment. At this point it is unknown when or what amount Kerman may receive as its Claim Payment.
- H. United Security Bank ("Bank") foreclosed on several deeds of trust from Pacific, and by Trustee's Deeds recorded on January 12, 2009, in the Official Records of the County of Fresno as Documents 2009-0003586, -0003588 and -0003589, became the owner of 129 residential lots in Tract No. 5478. Homes have not yet been built on 115 of those lots.
- I. The City has determined that subsequent developers of Tract 5478 shall pay \$9,041 per lot developed to cover the cost of completing and/or repairing the Improvements ("Improvement Fee"). The Improvement Fee is a "fair share contribution" and is based upon bids that City obtained in or about February, 2015, for the construction of the Whitesbridge Road Widening required by the Subdivision Agreement in the amount of \$761,730.67, and the bid for the Tract 5478 Interior Improvement Repairs in the amount of \$275,062.01 for a total of \$1,036,792.68. There are 95 undeveloped lots in Tract 5478 which lots are not presently subject to an agreement regarding their fair share contribution, and the fair share that each of the remaining lots must contribute for the construction of the Whitesbridge Road Widening and the Tract 5478 Interior Improvement Repairs is \$9,041 ($\$1,036,792 - \$177,880 = \$858,912 \div 95 \text{ lots} = \$9,041.00$)
- J. The City has also established two funds, the "Tract 5478 Interior Improvement Fund" and the "Whitesbridge Road Widening Improvement Fund" (collectively referred to as "Improvement Fees") wherein said Improvement Fees are proportionally deposited upon payment and held for the future completion and/or repair of the Improvements.
- K. Developers of lots within Tract 5478 are also required to pay certain development impact fees more specifically in Exhibit 'A' currently estimated at \$12,920.00 per lot ("Development Impact Fees").
- L. The City has previously entered agreements with other developers of lots within Tract 5478 for the deferral of the payment of the Development Impact Fees and the Improvement Fee to the certificate of occupancy.
- M. Crown has purchased 20 lots from the Bank, commonly identified as Lots 32 through 43 and 91 through 98 of Tract 5478 and legally described in Exhibit 'C' ("Crown Lots")...
- N. Crown and City wish to enter into this Agreement, similar to those previously entered between City and other developers of lots within Tract 5478, to defer the payment of the Improvement Fee on each lot until such time as Crown seeks and the City is prepared to issue, a certificate of occupancy.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, the promises and covenants of the Parties to this Agreement and other good and valuable consideration, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. Truth of Recitals. The recitals set forth above are true and correct.
2. Whitesbridge Road Widening: The Parties acknowledge that completion of the Whitesbridge Road Widening Improvement is required pursuant to the Subdivision Agreement for Tract 5478. The Parties further acknowledge that Whitesbridge Road is a State Highway, and any work on it will require payment of prevailing wages. Any work performed by the City or its contractors will also require the payment of prevailing wages.
3. Estimates. The Parties acknowledge and understand that estimates for the Interior Improvement Repairs and the Whitesbridge Road Widening are only estimates and the actual cost to complete the Whitesbridge Road Widening Improvements and the Interior Improvement Repairs is unknown and may differ. The Parties also acknowledge and understand that Development Impact Fees, as identified in Exhibit 'A', are currently estimated to be \$12,920.00 per lot, those fees are subject to change and currently just estimates based upon the City's current fee schedule.
4. Existing Improvements Not Accepted by City. The Parties acknowledge that City has not accepted the streets and sidewalks offered for dedication in Tract 5478, and, except for the Crown Lots, improvements may not be constructed until such time as United Security Bank has given permission to construct the improvements
5. Conditions for Issuance of Building Permits.
 - A. Upon execution of this Agreement and upon submission of a properly completed applications for building permits, payment of the permit fees, including, but not limited to normal and usual plan check fees as may be necessary to comply with current uniform building codes, and receipt of written instructions from Kerman Unified School District regarding the payment of school fees, City will issue building permits to Crown for the Crown Lots.
 - B. City agrees to defer the collection of the Development Impact Fees and the Improvement Fees in connection with each of the Crown Lots until such time as a certificate of occupancy is requested for each Lot.
6. Conditions Precedent for Issuance of Certificates of Occupancy.
 - A. Upon completion of the construction of any home on the Crown Lots, including the construction of any improvements legally required for the safe and convenient occupancy of each home, and upon receiving satisfactory final inspections, Crown may apply for a certificate of occupancy. As a conditions precedent (collectively "Conditions Precedent") to City's obligation to issue a certificate of occupancy for any Crown Lot, Crown shall provide, to the satisfaction of City the following:
 - 1) Written evidence in a form reasonably acceptable to City that Kerman Unified School District development impact fees have been paid for that lot;

- 2) Payment of City of Kerman Development Impact Fees specified in Exhibit 'A' attached hereto at the rate in effect at the time of payment; and
 - 3) Payment of County of Fresno Facilities Impact Fees and the Regional Transportation Mitigation Fees in effect at the time of payment; and
 - 4) Payment of the Improvement Fees.
- B. Subject to the provisions contained herein, as to each house on a Crown Lot for which Crown has satisfied the Conditions Precedent described in Paragraph 6.A. above; and provided Crown is not in default or breach of this Agreement, or other conditions affecting the health, safety and welfare of the public prohibiting the City from issuing a certificate of occupancy do not exist, City shall issue a certificate of occupancy. City, in City's sole and absolute discretion, may require Crown complete the Interior Improvement Repairs after Crown has received certificates of occupancy for 20 completed homes within Tract 5478 (including any homes completed pursuant to prior agreements between City and Crown). The cost of constructing Tract 5478 Interior Improvement Repairs shall be reimbursed to Crown by City, from the Tract 5478 Interior Improvement Repair Fund and/or the Whitesbridge Road Widening Improvement Fund, according to the City's customary progress payment practices.
- C. Until Tract 5478 Interior Improvement Repairs have been completed and accepted by City, Crown shall disclose to purchasers of the Crown Lots that City has NOT ACCEPTED the streets, sidewalks, or other public infrastructure improvements within Tract 5478 as complete, and that further construction work will be required in the future before the improvements are complete.

7. Funding and Construction of Improvements.

A. Deposits. City will deposit the Improvement Fee received for each Crown Lot, in two funds to be established and held by City as follows:

- 1) \$6,669.00 of each Improvement Fee paid shall be deposited into the "Whitesbridge Road Widening Improvements Fund" to be used toward the completion of the Whitesbridge Road Widening as described in the Proposal to the City of Kerman, Whitesbridge Road Widening, Tract 5478, Kerman Estates attached hereto as Exhibit 'B'.
 - 2) \$2,372.00 of each Improvement Fee paid shall be deposited into the "Tract 5478 Interior Improvement Repairs Fund" to be used to satisfactorily reconstruct or repair those improvements described in the plans on file with the City Clerk prepared by Yamabe & Horn Engineering, Inc. titled "City of Kerman, Kerman Estates Tract 5478, Reconstruct Interior Improvements," dated September 8, 2011 consisting of 2 sheets and listing 62 items of construction or repair. (collectively "Deposits").
- B. Use of Funds. When the City, in the exercise of its absolute discretion, determines that it has sufficient funds in the Whitesbridge Road Widening Improvements Fund, and/or in the Tract 5478 Interior Improvement Repairs Fund, it shall obtain competitive bids and award a contract for the construction and completion of relevant improvement. As previously noted in Paragraph 5 B above, City may arrange with Crown to complete the Interior Improvement Repairs. The parties acknowledge

that City has not accepted the streets and sidewalks offered for dedication in Tract 5478, and, except for the Crown Lots, improvements may not be constructed until such time as Bank has given permission to construct the improvements.

- C. Claim Proceeds. City shall deposit to the Whitesbridge Road Widening Improvement Fund any amounts it receives from its Claim Payment from the Utah Insurance Commissioner in connection with City's claim against Western Insurance, after City has first reimbursed itself for its costs, attorney's fees and other expenses incurred in connection with its efforts to enforce the Subdivision Agreement the security bonds, and the discussions and negotiations leading up to, and culminating in this Agreement, together with any subsequent expense incurred to enforce or administer this Agreement or other agreements for the completion of Tract 5478 ("Claims Proceeds").
- D. Excess Funds in Whitesbridge Road Widening Improvement Fund. If the Deposits and Claims Proceeds detailed above exceed the total cost for completing the Whitesbridge Road Widening Improvement, City shall refund the excess funds to the persons who contributed them in proportion to their contribution. If construction of the Whitesbridge Road Widening Improvement is completed for a cost that is less than the estimate, then for lots where the Improvement Fee has not yet been paid, the Improvement Fee will be adjusted; and for lots which have paid the Improvement Fee, refunds will be provided, so that all lots will have contributed a proportionally fair share to the cost of constructing the Whitesbridge Road Widening Improvement. City shall only provide refunds when all entitled to the refunds have agreed in writing as to the correct proportional distribution. If the persons entitled to refunds have not agreed within 6 months of City's determination that refunds are appropriate, the City will deposit the funds with the Fresno County Superior Court and file an interpleader action to allow the Court to determine the appropriate distribution.
- E. Other City Funds. The City reserves the right, in its sole and absolute discretion, to allocate other City funds to the completion of the Whitesbridge Road Widening Improvement or the Tract 5478 Interior Improvement Repairs; or, apply for grants for that purpose (collectively "Other City Funds"). In the event that the City expends Other City Funds for the completion of the Whitesbridge Road Widening Improvement and/or the Tract 5478 Interior Improvement Repairs in an amount that exceeds the sum of the Deposits and Claims Proceeds any remaining portion of the relevant Fund shall be retained by City for use as it may determine.
8. Authority to Execute Agreement. The Parties represent that they have the sole right and exclusive authority to execute this Agreement. Each of the Parties further warrant, represent and agree that such Party has not heretofore assigned or transferred or purported to assign or transfer, to any person, firm, partnership, corporation or entity whatsoever, any action or actions, cause of causes of action, at law or in equity, or rights, claims, demands, costs, expenses (including, without limitation, attorney's fees) damages or losses in connection with their rights in connection with the Subdivision Agreement or the lots described in Exhibit 'C'.
9. Notices. Any delivery of this Agreement, notice, modification of this Agreement, collateral or additional agreement, demand, disclosure, request, consent, approval, waiver, declaration or other communication that either party desires or is required to give to the other party or any other person shall be in writing. Any such communication may be served personally, transmitted by facsimile or by nationally recognized overnight delivery service (i.e., Federal Express), or sent by prepaid, first class mail, return receipt requested to the party's address as set forth below:

To CROWN:

Joseph Crown
CROWN Homes
4337 N Golden State Blvd.
Fresno, CA 93722

To City:

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

Any such communication shall be deemed effective upon personal delivery, confirmed receipt of notice transmitted by facsimile during regular business hours, two (2) days after transmitting the notice by a nationally recognized overnight delivery service, or three (3) days after mailing in accordance with this section. Any party may change its address by notice to the other party. Each party shall make an ordinary, good faith effort to ensure that it will accept or receive notices that are given in accordance with this section, and that any person to be given notice actually receives such notice.

10. No Inducement. Each Party agrees that if the facts with respect to which this Agreement is executed are found hereafter to be different from the facts now believed by any Party, each Party expressly accepts and assumes the risk of such possible difference in facts, and agrees that this Agreement shall remain effective, notwithstanding such differences. Each Party declares and represents that no promise or inducement of other agreement not expressly contained herein has been made to induce this Agreement.
11. Binding Successors. This Agreement shall inure to the benefit of each Party hereto, its predecessors, successors, subsidiaries, affiliates, representatives, assigns, agents, officers, directors, employees and personal representatives, past, present, and future. Without limiting the generality of the foregoing sentence, it is agreed that the benefits and burdens of this Agreement shall be binding upon, and benefit the present and future owners of each and every lot or parcel described in Exhibit 'C' attached hereto.
12. Legal Representation. The Parties represent and acknowledge that each of them has been represented by legal counsel, and/or had the opportunity to be represented, with respect to this Agreement and all matters covered by or related to this Agreement, and each Party shall bear its own attorney fees for such.
13. Modification. This Agreement contains the entire agreement between the Parties on the subject matter hereof and may not be altered, amended or modified in any respect, except in a writing duly executed by the Party to be charged. The Parties expressly acknowledge that the Subdivision Agreement for Tract No. 5478 remains in full force and effect, but that all other prior negotiations, agreements, understandings, oral agreements and writings on the subject matter hereof between the Parties to this Agreement are expressly superseded hereby and are of no further force and effect.
14. Drafting of Agreement. Each Party represents and warrants that it has cooperated and participated in the drafting and preparation of this Agreement. Each Party to this Agreement acknowledges that this Agreement and its reduction to final written form is the result of arms-length, good faith negotiations. Accordingly, the Parties hereby acknowledge and agree that this Agreement shall not be construed or interpreted in favor or against any of the Parties by virtue of the identity of the actual preparer.

15. Effectuation. The Parties agree to execute any and all documents, including but not limited to disclaimers, building permits, certificates of occupancy, and to do all other things as may be reasonably necessary to comply with and carry out the terms of this Agreement.
16. Governing Law. This Agreement shall be interpreted and governed by the laws of the State of California.
17. Construction. Headings are used herein for convenience only and shall have no force and effect in the interpretation or construction of this Agreement. As used in this Agreement, the singular shall include the plural, the masculine, the feminine and neuter genders.
18. Waiver. Should any term, clause or provision of this Agreement be found to be waived, unenforceable or invalid, the validity of the remaining terms, clauses and provisions shall not be affected.
19. Attorney's Fees. In the event suit is brought to enforce or interpret any Party of this Agreement, the prevailing Party shall be entitled to recover as an element of his costs of suit reasonable attorney's fees. The "prevailing party" shall be the Party who is entitled to recover his costs of suit, whether or not the suit proceeds to final judgment.
20. Execution; Enforcement of Unpaid Amounts as Lien. The Parties hereto agree that this Agreement may be executed in counterparts with the same force and effect as though all signatures were set forth on a single instrument. This Agreement shall be executed in recordable form, and may be recorded by the City. At its discretion, City may record a Memorandum of this Agreement in substantially the form set forth as Exhibit 'D' attached hereto. As owner of all of the parcels or lots described in Exhibit 'C', Crown agrees that from and after December 1, 2020, the unpaid amounts of any deposits or contributions required in connection with each parcel or lot may be enforced as a lien to be collected and enforced as a special assessment for the amount unpaid as to each parcel in the same manner that unpaid taxes on the property are collected and enforced when the assessment has been levied and confirmed by a resolution of the City Council. Notwithstanding the foregoing or any other provision of this Agreement, the City shall not have any lien rights in connection with this Agreement for any of the Tract 5478 Lots for which a certificate of occupancy has been issued.

This Agreement shall be effective on the date last written below.

Dated: _____

Crown Homes

By: _____

Dated: _____

City of Kerman

By: _____

Stephen B. Hill, Mayor

Approved as to Form Only:

City Attorney for City of Kerman

Hilda Cantú Montoy

Exhibits:

- A. Schedule of Current Development Impact Fees for Tract 5478
- B. Revised Estimate, Tract 5478, Kerman Estates
- C. Legal Descriptions, Crown Lots
- D. Memorandum of Agreement

EXHIBIT 'A'

Schedule of Current Development Impact Fees for Tract 5478

**CITY OF KERMAN
 DEVELOPMENT IMPACT FEES 2014
 TRACT 5478 - PACIFIC MOUNTAIN**

AREA = 40.38 Ac.
 LOTS = 133 UN
 SEWER & WATER UNITS = 133 UN

VTM Approved 7/20/2005
 Final Map Recorded 11/9/2006

CODE	FEE	UNIT	RATE	AMOUNT	FEE CREDIT	ADJUSTED AMOUNT	PER LOT
110	ADMINISTRATIVE FEE	133 LOTS	\$500	\$66,500		\$66,500	\$500.00
140	PUBLIC BUILDING FACILITIES	133 LOTS	1,324	176,092		176,092	\$1,324.00
170	GENERAL PLAN UPDATE	133 LOTS	296	39,368		39,368	\$296.00
180	FIRE STATION & EQUIPMENT	133 LOTS	730	97,090		97,090	\$730.00
520	WATER FRONT FOOTAGE	535 LF	15.00	8,025		8,025	\$60.34
530	WATER OVERSIZE	133 LOTS	304	40,432	51,742	0	\$0.00
540	WATER MAJOR FACILITIES	133 LOTS	2,126	282,758		282,758	\$2,126.00
550	SEWER FRONT FOOTAGE	1,531 LF	16.00	24,496		24,496	\$184.18
560	SEWER OVERSIDE	133 LOTS	554	73,682	10,948	62,734	\$471.68
570	SEWER MAJOR FACILITIES	133 LOTS	2,349	312,417		312,417	\$2,349.00
580	PARKS - DEVELOPMENT	133 LOTS	2,706	359,898		359,898	\$2,706.00
590	PARKS - QUIMBY	133 LOTS	759	100,947		100,947	\$759.00
910	MAJOR STREETS	133 LOTS	1,545	205,485	144,773	60,712	\$456.48
920	STREET SIGNALS	133 LOTS	159	21,147		21,147	\$159.00
930	RAILROAD CROSSINGS	133 LOTS	263	34,979		34,979	\$263.00
	DEL NORTE SEWER FEE	133 LOTS	226	30,058		30,058	\$226.00
	OUTSIDE TRAVEL LANE	133 LOTS	310	41,230		41,230	\$310.00
				14,182	1,914,604	1,718,451	\$12,920.88
05-130/5478 Fees 14							7/10/2014

Exhibit 'B'

Revised Estimate – Tract 5478, Kerman Estates

City of Kerman
 Tract 5478, Kerman Estates

February 10, 2015

WHITESBRIDGE WIDENING								
Item	Description	Amount	Engineers Estimate - 2011		Dave Christian - 2011		Valley Excavation - 2015	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1 L.S.	\$29,500.00	\$29,500.00	\$29,000.00	\$29,000.00	\$29,500.00	\$29,500.00
2	Traffic Control	1 L.S.	\$11,800.00	\$11,800.00	\$15,000.00	\$15,000.00	\$17,200.00	\$17,200.00
3	Dust Control	1 L.S.	\$11,800.00	\$11,800.00	\$2,000.00	\$2,000.00	\$4,800.00	\$4,800.00
4	Storm Water Pollution Prevention Plan	1 L.S.	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00
5	Implementing Storm Water Pollution Plan	1 L.S.	\$8,000.00	\$8,000.00	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00
6	Clearing and Grubbing	1 L.S.	\$17,000.00	\$17,000.00	\$18,000.00	\$18,000.00	\$19,120.00	\$19,120.00
7	Excavation	2,548 CY	\$25.00	\$63,700.00	\$27.00	\$68,796.00	\$25.35	\$64,591.80
8	7" Hot Mix Asphalt	1,832 TON	\$90.00	\$164,880.00	\$89.00	\$163,048.00	\$97.00	\$177,704.00
9	9" Aggregate Base, Class II	2,253 TON	\$35.00	\$78,855.00	\$23.60	\$53,170.80	\$32.13	\$72,388.89
10	Concrete Curb and Gutter	1,308 L.F.	\$15.00	\$19,620.00	\$21.10	\$27,598.80	\$18.04	\$23,598.32
11	Concrete Handicap Ramp	2 EA	\$2,500.00	\$5,000.00	\$2,800.00	\$5,600.00	\$2,950.00	\$5,900.00
12	18" Storm Drain Pipe	840 L.F.	\$90.00	\$75,400.00	\$67.00	\$56,280.00	\$68.10	\$57,204.00
13	Type G3 Drain Inlet	3 EA	\$3,500.00	\$10,500.00	\$6,300.00	\$18,900.00	\$6,133.00	\$18,399.00
14	Type G0 Drain Inlet	1 EA	\$4,000.00	\$4,000.00	\$6,700.00	\$6,700.00	\$6,810.00	\$6,810.00
15	Streetlight	9 EA	\$3,500.00	\$31,500.00	\$8,300.00	\$74,700.00	\$6,852.00	\$61,668.00
16	Signing and Striping	1 L.S.	\$12,000.00	\$12,000.00	\$14,500.00	\$14,500.00	\$15,900.00	\$15,900.00
17	Asphalt Grinding	8,378 SF	\$1.20	\$10,053.60	\$1.10	\$9,215.80	\$1.17	\$9,802.26
18	Landscape Planting	1 L.S.	\$11,000.00	\$11,000.00	\$53,000.00	\$53,000.00	\$57,100.00	\$57,100.00
19	Landscape Irrigation	1 L.S.	\$31,000.00	\$31,000.00	\$52,000.00	\$52,000.00	\$50,200.00	\$50,200.00
20	Gas Main Relocation	1 L.S.	\$5,000.00	\$5,000.00	\$37,000.00	\$37,000.00	\$34,700.00	\$34,700.00
21	Sawcut	1,388 LF	\$1.50	\$2,079.00	\$2.00	\$2,772.00	\$2.40	\$3,328.40
22	Construction Staking	1 L.S.	\$12,000.00	\$12,000.00	\$9,200.00	\$9,200.00	\$10,320.00	\$10,320.00
23	Miscellaneous Facilities	1 L.S.	\$9,812.40	\$9,812.40	\$12,050.00	\$12,050.00	\$12,400.00	\$12,400.00
Total Whitesbridge Widening Cost:				\$597,900.00		\$737,131.40		\$761,730.67

INTERIOR REPAIRS								
Item	Description	Amount	Engineers Estimate - 2011		Dave Christian - 2011		Valley Excavation - 2015	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1 LS	\$11,900.00	\$11,900.00	\$11,900.00	\$11,900.00	\$11,900.00	\$11,900.00
2	Traffic Control	1 LS	\$4,750.00	\$4,750.00	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00
3	Dust Control	1 LS	\$4,750.00	\$4,750.00	\$2,000.00	\$2,000.00	\$2,600.00	\$2,600.00
4	Grind	30,300 SF	\$0.30	\$9,090.00	\$0.50	\$15,150.00	\$0.48	\$14,544.00
5	Clearing and Grubbing	1 LS	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00	\$17,400.00	\$17,400.00
6	Excavation	211 CY	\$25.00	\$5,275.00	\$40.00	\$8,440.00	\$39.15	\$8,260.65
7	Hot Mix Asphalt	942 TON	\$90.00	\$84,780.00	\$100.00	\$94,200.00	\$105.72	\$99,588.24
8	Aggregate Base, Class II	309 TON	\$35.00	\$10,815.00	\$32.50	\$10,042.50	\$44.66	\$13,799.94
9	R&R Concrete Curb & Gutter	104 LF	\$20.00	\$2,080.00	\$45.00	\$4,680.00	\$44.42	\$4,619.68
10	R&R Concrete Sidewalk	154 SF	\$9.00	\$1,386.00	\$15.00	\$2,310.00	\$21.75	\$3,340.50
11	Install Mailbox	4 EA	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00	\$2,240.00	\$8,960.00
12	Install Cage Over BF Service	4 EA	\$600.00	\$2,400.00	\$1,500.00	\$6,000.00	\$1,400.00	\$5,600.00
13	Install Water Service Box Lid	2 EA	\$150.00	\$300.00	\$500.00	\$1,000.00	\$285.00	\$570.00
14	R&R or Install Water Service Box	4 EA	\$1,500.00	\$6,000.00	\$800.00	\$3,200.00	\$792.50	\$3,170.00
15	Landscape Planting & Irrigation	1 LS	\$80,000.00	\$80,000.00	\$32,500.00	\$32,500.00	\$39,800.00	\$39,800.00
16	Install Meter Box	1 EA	\$800.00	\$800.00	\$800.00	\$800.00	\$850.00	\$850.00
17	Install SS Manhole	1 EA	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$5,600.00	\$5,600.00
18	Adjust MH	1 EA	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,150.00	\$1,150.00
19	Miscellaneous Facilities	1 LS	\$10,000.00	\$10,000.00	\$56,800.00	\$56,800.00	\$28,700.00	\$28,700.00
Total Interior Repairs Cost: \$				237,630.00		\$285,722.50		\$275,062.01
Total =				\$834,630.00		\$1,022,853.90		\$1,036,792.68

F:\2011\11-239\Excel\11-239_Bid Results_2015-02-10

Exhibit 'C'

LEGAL DESCRIPTION

CROWN Lots:

LOTS 32 THROUGH 43 AND 91 THROUGH 98, INCLUSIVE OF TRACT NO. 5478, KERMAN ESTATES ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 78, PAGE(S) 9, 10, AND 11 OF PLATS, FRESNO COUNTY RECORDS.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PREMISES, TOGETHER WITH THE RIGHT AND PRIVILEGE TO DEVELOP AND REMOVE THE SAME, AS RESERVED IN THE DEED FROM WM. G. KERCKHOFF COMPANY, A CORPORATION RECORDED DECEMBER 15, 1945 IN BOOK 2323, PAGE 260, OFFICIAL RECORDS, AS DOCUMENT NO. 59070.

A.P.N. 023-710-32s through 023-710-43s and 023-710-44s through 023-710-52s

Exhibit 'D'

RECORDED AT THE REQUEST OF, AND
WHEN RECORDED, RETURN TO:

CITY CLERK
CITY OF KERMAN
850 S. MADERA AVENUE
KERMAN, CA 93630

NO RECORDING FEE GOV. CODE 27383

SPACE ABOVE THIS LINE FOR RECORDER'S USE

Affects Assessor's Parcel Numbers:

MEMORANDUM OF AGREEMENT CONCERNING CERTAIN REAL PROPERTY
IN KERMAN ESTATES TRACT 5478, CITY OF KERMAN

The parcels of real property identified in this Memorandum of Agreement are subject to an Agreement Concerning the Construction of homes in Kerman Estates Tract 5478 ("Agreement"), made as of _____, 2015, between the City of Kerman, a California general law city, hereinafter designated and called "City", and Crown Homes..

The Agreement also concerns a Subdivision Agreement for Tract No. 5478 entered into on or about August 24, 2006, in connection with the City's approval of a subdivision map for Tract No. 5478 in the City of Kerman. A Memorandum of Subdivision Agreement was recorded on November 9, 2006 as Document No. 2006-0238844 in the Official Records of the County of Fresno, State of California.

The Lots affected by the Agreement are the real property described in Exhibit 'A', attached hereto.

The Agreement and the Subdivision Agreement specify terms, conditions and requirements for the subdivision of lands, and the construction of homes on the lands within Tract 5478. The complete Agreement and Subdivision Agreement should be reviewed by any person contemplating any transaction in connection with any lands in Tract 5478. The Agreement and Subdivision Agreement are available for review in the Office of the City Clerk, 850 South Madera Avenue, Kerman, California.

Dated: _____

Crown Homes.

By: _____

Dated: _____

City of Kerman

By: _____

Exhibit 'A' TO MEMORANDUM OF AGREEMENT

LEGAL DESCRIPTION

LOT(S) LOTS 32 THROUGH 43 AND 91 THROUGH 98, INCLUSIVE, OF TRACT NO. 5478, KERMAN ESTATES ACCORDING TO THE MAP THEREOF RECORDED IN VOLUME 78, PAGE(S) 9, 10, AND 11 OF PLATS, FRESNO COUNTY RECORDS.

EXCEPT ALL OIL, GAS, AND OTHER HYDROCARBON SUBSTANCES IN AND UNDER SAID PREMISES, TOGETHER WITH THE RIGHT AND PRIVILEGE TO DEVELOP AND REMOVE THE SAME, AS RESERVED IN THE DEED FROM WM. G. KERCKHOFF COMPANY, A CORPORATION RECORDED DECEMBER 15, 1945 IN BOOK 2323, PAGE 260, OFFICIAL RECORDS, AS DOCUMENT NO. 59070.

A.P.N. 023-710-32s through 023-710-43s and 023-710-44s through 023-710-52s

Attachment 'D'

Request from CROWN

Olivia Pimentel

From: Joseph Crown <jcrown@crownliving.com>
Sent: Tuesday, July 07, 2015 11:17 AM
To: Olivia Pimentel
Subject: RE: Crown Homes Kerman

Hi Olivia:

We respectfully request to have all impact fees deferred until final inspection. We would like to pull permits and pay associated permit fees at time of issuance however if we could defer the impact fees until final inspection that would help us get more homes up quickly and available for sale to the community. Please let me know if you are able to accommodate this. Thank you.

-Joe