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**AGENDA**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**Wednesday, October 7, 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

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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.

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### 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. Recognition of Jared Christopherson's Katey's Kids Park Eagle Scout Project (PG)

### 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: [September 16, 29, October 1, 2015](#)

### B. SUBJECT: Payroll

Payroll Report: August 30, 2015 - September 12, 2015: \$127,833.79; Retro Pay & Other: \$3,132.21; Overtime: \$5,656.05; Holiday OT at 1/2: \$1,626.88; Standby: \$1,206.68; Comp Time Earned: 4.88

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime](#)

### C. SUBJECT: Warrants

1. Nos. 7161-7310
2. Excepting from 9/16/15 meeting - Sebastian: 7133 - \$3,149.42  
Excepting - Sebastian: 7234 - \$150.00, Sebastian: 7280 - \$560.00

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

ATTACHMENTS: [Accounts Payable](#)

### D. SUBJECT: Resolution Approving Agreement with the Madera Police Department for the Use of the Kerman Police Department's Firearms Range Facility (JKB)

RECOMMENDATION: Council by motion approve resolution agreement with Madera Police Department for the use the Kerman Police Department Range located at 15485 W. Church Avenue, Kerman.

ATTACHMENTS: [Staff Report - Madera Police Department agreement](#)

### E. SUBJECT: Resolution Amending the 2015-16 Public Safety Employee Salary Scale to Include the Rank of Lieutenant (JKB)

RECOMMENDATION: Council by motion adopt resolution amending the Public Safety Employee Salary Scale to include the rank of Lieutenant.

ATTACHMENTS: [Public Safety Employees Salary Scale 2015-2016](#)

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

RECOMMENDATION: Informational

ATTACHMENTS: [Leak Notification Report](#)

3. PUBLIC HEARINGS

None

4. DEPARTMENT REPORTS

A. SUBJECT: Resolution Amending Condition No. 8 in Exhibit 'A' of Resolution 13-68 Relating to Display of Beer Merchandise by Walmart Stores Inc. (JK)

RECOMMENDATION: Council by motion approve resolution amending Condition No. 8 in Exhibit 'A' of Resolution 13-68 relating to display of beer merchandise by Walmart Stores Inc.

ATTACHMENTS: [Staff Report - Walmart](#)

B. SUBJECT: Resolution Approving Reimbursement Agreement for Walmart Off-Site Improvements (JJ)

RECOMMENDATION: Council by motion adopt resolution approving the Reimbursement Agreement with Walmart Real Estate Business Trust for off-site improvements installed for the development of their commercial shopping center.

ATTACHMENTS: [Staff Report - Walmart Reimbursement](#)

C. SUBJECT: Purchase of Seven (7) 2016 Ford Explorers Through the State of California Department of Government Services Cooperative Purchasing Agreement for the Police Department (TJ)

RECOMMENDATION: Authorize the Finance Director to issue a Purchase Order for seven (7) 2016 Ford Explorers for a total of \$198,471.50 to Folsom Lake Ford in Sacramento.

ATTACHMENTS: [Staff Report - Police Vehicle Purchase](#)

D. SUBJECT: Resolution Approving Contract Planning Services (JK)

RECOMMENDATION: Council by motion adopt resolution approving proposal from Collins and Schoettler for contract planning services.

ATTACHMENTS: [Staff Report - Planning Services](#)

E. SUBJECT: Planning Commission Stipend Survey (JK)

RECOMMENDATION: Council consider Planning Commission's request and direct staff as appropriate.

ATTACHMENTS: [Staff Report - Planning Commission Survey](#)

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

7. CLOSED SESSION

Pursuant to Government Code Section 54957.6

A. Public Employee Appointment

Title: City Manager

B. Conference with Labor Negotiators

City Designated Representatives: Mayor Hill and Councilmember Armstrong

Regarding Unrepresented Employee Position: City Manager Candidate

COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN

8. ADJOURNMENT

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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.

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**MINUTES**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**September 16, 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: Rhonda Armstrong (RA) Gary Yep (GY), Fox (NF)          Absent: Mayor Hill (SH), Nijjer (BN)          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>
<p><b>OPENING CEREMONIES</b></p>	
<ul style="list-style-type: none"> <li>• Welcome – Mayor</li> <li>• Call to Order</li> <li>• Roll Call</li> <li>• Invocation</li> <li>• Pledge of Allegiance – City Clerk</li> </ul>	<p>6:30 p.m.          All present          except SH/BN</p>
<p><b>AGENDA APPROVAL/ADDITIONS/DELETIONS</b></p>	
<p><b>1. PRESENTATIONS/CEREMONIAL MATTERS</b></p>	
<p>A. Mid-Valley Disposal 1st and 2nd Quarter Recycling Updates (MR)</p>	<p>Presented</p>
<p><b>REQUEST TO ADDRESS COUNCIL</b></p>	
<p><b>2. CONSENT CALENDAR</b></p>	
<p>A. <u>SUBJECT</u>: Minutes</p>	
<p><u>RECOMMENDATION</u>: Council approve minutes as presented.</p>	
<p>B. <u>SUBJECT</u>: Payroll</p>	
<p><u>RECOMMENDATION</u>: Council approve payroll as presented.</p>	
<p>C. <u>SUBJECT</u>: Warrants</p>	
<p><u>RECOMMENDATION</u>: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)</p>	<p>Approved          RA/NF (3-0-2)          SH/BN</p>

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

RECOMMENDATION: Informational only.

E. SUBJECT: Monthly Investment Report Ending August 31, 2015 (TJ)

RECOMMENDATION: Council accept the Monthly Investment Report as presented

3. PUBLIC HEARINGS

A. SUBJECT: Public Hearing Ordinance Adding Section 17.94 to Title 17 of the Kerman Municipal Code To Comply with AB 2188 Regarding Expedited Permit Processing for Small Residential Roof Top Solar Systems (OP)

Opened/Closed  
PH Approved  
NF/RA (3-0-2)  
SH/BN

RECOMMENDATION: Council conduct a public hearing, receive public testimony, and by motion adopt Ordinance adding section 17.94 to Title 17 of the Kerman Municipal Code to comply with AB 2188 regarding expedited permitting procedures for small residential roof top solar.

Ord 15-03

4. DEPARTMENT REPORTS

A. SUBJECT: Resolution Approving Agreements for Utility Service for 322 S. Goldenrod Avenue and 348 S. Goldenrod Avenue (JJ)

Approved  
RA/NF (3-0-2)  
SH/BN

RECOMMENDATION: Council by motion adopt the resolution approving the Agreements for Utility Service for David and Arlene Corneliuz at 322 S. Goldenrod Avenue and Reggie and Stella Trevino at 348 S. Goldenrod Avenue.

Res 15 -53

B. SUBJECT: Addition of the Reconstruction of Manor Drive to the California Avenue Reconstruction Project (JJ)

Approved  
RA/NF (3-0-2)  
SH/BN

RECOMMENDATION: Council by motion adopt resolution approving a change order to add the reconstruction of Manor Drive to the scope of the California Avenue Reconstruction Project and authorize the Public Works Director to sign the change order.

Res 15 -54

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

7. CLOSED SESSION

A. Pursuant to Government Code Section 54957 - Public Employee Appointment/Employment Title: City Manager

No CS due to quorum

COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN

8. ADJOURNMENT

7.04 p.m.  
Approved  
RA/NF (3-0-2)  
SH/BN



**MINUTES**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**September 29, 2015**  
**8:30 a.m.**

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

Present: Mayor Hill (SH), Nijjer (BN), Rhonda Armstrong (RA), Gary Yep (GY), Fox (NF) Also Present: City Attorney Cantú	Voting: Yes, No, Absent (Abstain if needed)
1. Call to order.	8:35 a.m. all present except NF
2. Public Hearing: Consideration of Interim Urgency Ordinance Extending for an Additional 120 Days A Moratorium on the Establishment of Businesses Offering massages	Open Closed PH Approved RA/GY (4-0-1) NF
3. Closed Session Pursuant to Government Code Section 54957.6 A. Public Employee Appointment Title: City Manager	8:40 a.m. GY recused (applicant)
	8:45 NF arrived
Reconvene	2:12 p.m. No report- able action
	Call for special mtg. 10/1/15
Adjourn	2:13 p.m. BN/RA (4-0-1) GY

**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: September 30, 2015

Marci Reyes  
 City Clerk



**MINUTES**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**October 1, 2015**  
**8:30 a.m.**

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

Present: Mayor Hill (SH), Nijjer (BN), Rhonda Armstrong (RA) Absent: Gary Yep (GY), Fox (NF)	Voting: Yes, No, Absent (Abstain if needed)
4. Call to order.	8:35 a.m. all present except NF/GY
5. Closed Session Pursuant to Government Code Section 54957.6	8:36 p.m.
B. Public Employee Appointment Title: City Manager	
C. Conference with Labor Negotiators City Designated Representatives: Mayor Hill and Councilmember Armstrong Regarding Unrepresented Employee Position: City Manager Candidate	
Reconvene	10:05 a.m. No reportable action.
Adjourn	10:06 a.m. RA/BN (3-0-2) NF/GY

**MINUTES CERTIFICATION**

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

Date: October 2, 2015

Marci Reyes  
 City Clerk

# CITY OF KERMAN PAYROLL REPORT

**PAY PERIOD: August 30, 2015 - September 12, 2015**

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY OT at 1/2		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<b><u>ADMINISTRATION</u></b>										
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	
Kunkel, John	\$ 3,738.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,738.46	
Mendoza, Gabriela	\$ 957.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 957.23	
Nazaroff, Helen	\$ 1,958.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,958.31	0.38
Reyes, Marcia	\$ 2,586.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,586.00	
<b>TOTAL</b>	<b>\$ 19,595.31</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 19,595.31</b>	<b>0.38</b>
<b><u>REC/SOCIAL</u></b>										
Arredondo, Barbara	\$ 1,542.05	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,542.05	
Arredondo, Raquel	\$ 200.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 200.00	
Burdine-Slaven, Jeann	\$ 1,526.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,526.77	
Escamilla, Emi	\$ 15.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 15.75	
Figueroa, Rita	\$ 350.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 350.00	
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	
Gonzalez, Jose Felix	\$ 1,615.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,615.85	
Johnson, Theresa	\$ 1,683.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,683.23	
LeBlanc, Noah	\$ 252.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 252.00	
Lujan, Vanessa	\$ 484.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 484.00	
Salvador, Mark	\$ 1,984.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,984.62	
Sidhu, Nirmal	\$ 1,479.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,479.69	
Silva, Jessica	\$ 589.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 589.38	
Villa, Erika	\$ 315.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 315.00	
Villalobos, Stacey	\$ 225.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 225.00	
Villarreal, Arlene	\$ 285.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 285.00	
<b>TOTAL</b>	<b>\$ 16,283.09</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 16,283.09</b>	<b>0.00</b>
<b><u>POLICE</u></b>										
Antuna, Eric	\$ 2,231.62	\$ -	5.00	\$ 209.21	10.00	\$ 139.48	-	\$ -	\$ 2,580.31	
Antuna, Miguel	\$ 1,152.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,152.00	
Barbosa, Isaias	\$ 2,392.06	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,392.06	
Barcoma, Wilbert	\$ 2,924.56	\$ -	10.00	\$ 548.36	12.00	\$ 219.34	-	\$ -	\$ 3,692.26	
Belding, Jeff	\$ 2,526.71	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,526.71	4.5
Beye, Matthew	\$ 960.00	\$ -	2.00	\$ 36.00	-	\$ -	-	\$ -	\$ 996.00	
Blohm, Joseph	\$ 4,463.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,463.31	
Chapman, Tom	\$ 2,437.62	\$ -	12.50	\$ 571.32	-	\$ -	-	\$ -	\$ 3,008.94	
Davis, Jeff	\$ 3,070.74	\$ -	4.00	\$ 230.31	12.00	\$ 230.31	-	\$ -	\$ 3,531.36	
Dunn, Jacob	\$ 1,699.85	\$ -	4.00	\$ 127.49	-	\$ -	-	\$ -	\$ 1,827.33	
Francone, Kevin	\$ 936.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 936.00	
Godfrey, Kyle	\$ 1,182.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,182.00	
Ledezma, Linda	\$ 1,272.11	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,272.11	
Lehman, Dustin	\$ 907.16	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 907.16	
Madrugá, Ron	\$ 2,437.62	\$ 29.33	14.50	\$ 662.73	3.00	\$ 45.71	-	\$ -	\$ 3,175.39	
Magallon, Peter	\$ 2,437.62	\$ -	13.00	\$ 594.17	12.00	\$ 182.82	-	\$ -	\$ 3,214.62	
Medina-Labetiaux, EJ	\$ 1,874.31	\$ -	4.00	\$ 140.57	12.00	\$ 140.57	-	\$ -	\$ 2,155.45	
Mendoza, Sandra	\$ 2,403.45	\$ -	1.00	\$ 45.06	12.00	\$ 180.26	-	\$ -	\$ 2,628.78	
Nelson, Christopher J	\$ 3,145.64	\$ -	7.00	\$ 412.87	10.00	\$ 196.60	-	\$ -	\$ 3,755.11	
Ness, Lee	\$ 2,066.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,066.31	
Nevis, James	\$ 2,323.72	\$ -	3.00	\$ 130.71	-	\$ -	-	\$ -	\$ 2,454.43	

# CITY OF KERMAN PAYROLL REPORT

**PAY PERIOD: August 30, 2015 - September 12, 2015**

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY OT at 1/2		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Ramirez, Donald	\$ 1,508.77	\$ -	6.00	\$ 169.74	-	\$ -	-	\$ -	\$ 1,678.51	
Raigoza, Ray	\$ 960.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 960.00	
Rodrigues, Mary	\$ 1,776.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,776.92	
Rodriguez, Erika	\$ 2,105.76	\$ -	-	\$ -	12.00	\$ 157.93	-	\$ -	\$ 2,263.69	
Seroka, Dylan	\$ 1,784.77	\$ -	-	\$ -	12.00	\$ 133.86	-	\$ -	\$ 1,918.63	
Tiwana, Manpreet	\$ 2,125.44	\$ -	20.00	\$ 797.04	-	\$ -	-	\$ -	\$ 2,922.48	
Valdovinos, Jose	\$ 960.00	\$ -	0.05	\$ 0.90	-	\$ -	-	\$ -	\$ 960.90	
<b>TOTAL:</b>	<b>\$ 56,066.08</b>	<b>\$ 29.33</b>	<b>106.05</b>	<b>\$ 4,676.47</b>	<b>107.00</b>	<b>#####</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 62,398.76</b>	<b>4.50</b>
<b><u>PUBLIC WORKS</u></b>										
Arechiga, Pastor	\$ 1,759.85	\$ 879.87	15.00	\$ 560.95	-	\$ -	23.25	\$ 511.46	\$ 3,712.12	
Barajas, Michael	\$ 1,936.78	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,936.78	
Castro, Joseph	\$ 1,804.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,804.15	
Chavez, Fernando M.	\$ 2,392.15	\$ -	7.75	\$ 418.63	-	\$ -	23.25	\$ 695.22	\$ 3,506.00	
Gastelum, Humberto	\$ 1,942.93	\$ 971.56	-	\$ -	-	\$ -	-	\$ -	\$ 2,914.49	
Gonzales, Ruben	\$ 2,031.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.25	
Gruce, Robert	\$ 2,502.92	\$ 1,251.45	-	\$ -	-	\$ -	-	\$ -	\$ 3,754.37	
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	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,780.20	
Ramirez, Manuel	\$ 1,849.26	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,849.26	
Sanchez, Daniel	\$ 1,538.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,538.77	
Vallejo, Edward	\$ 2,211.41	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,211.41	
Zapata, Domingo	\$ 1,056.56	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,056.56	
<b>TOTAL</b>	<b>\$ 30,126.19</b>	<b>\$ 3,102.88</b>	<b>22.75</b>	<b>\$ 979.58</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46.50</b>	<b>\$ 1,206.68</b>	<b>\$ 35,415.32</b>	<b>0.00</b>
<b><u>PLANNING</u></b>										
Kufis, Chris	\$ 2,417.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,417.12	
Pimentel, Olivia	\$ 2,220.99	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,220.99	
Garza, Amy	\$ 500.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 500.00	
<b>TOTAL</b>	<b>\$ 5,138.12</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 5,138.12</b>	<b>0.00</b>
<b><u>PLANNING</u></b>										
Epperson, R	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	
Bandy, R	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	
Nehring, K	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	
Kehler, E	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	
Wettlaufer, K	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	
Jones, C	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	
Nunez, M	\$ -	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ -	
<b>Total</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 625.00</b>	<b>-</b>
<b><u>COUNCIL</u></b>										
									Yep	\$ 125.00
									Fox	\$ 125.00
									Nijjer	\$ 125.00
									Armstrong	\$ 125.00
									Hill	\$ 125.00
<b>GRAND TOTAL:</b>	<b>\$127,833.79</b>	<b>\$3,132.21</b>	<b>128.80</b>	<b>\$5,656.05</b>	<b>107.00</b>	<b>\$1,626.88</b>	<b>46.50</b>	<b>\$1,206.68</b>	<b>\$139,455.61</b>	<b>4.88</b>

**CITY OF KERMAN  
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

**PAY PERIOD 08/30/15-09/12/15**

**POLICE DEPARTMENT**

<b>Overtime Categories - Number of Hours</b>							
<b>Regular Overtime</b>	<b>Holiday OT at 1/2 Time</b>	<b>Shift Coverage</b>	<b>SID</b>	<b>Training</b>	<b>Avoid the 21 Grant</b>	<b>Special Events</b>	<b>Total</b>
33.05	107	57		16			213.05
(see notes below for overtime description)							

**DOUBLE TIME: (Sunday)**

**PUBLIC WORKS DEPARTMENT**

Sub Total 0  
213.05

<b>Overtime Categories - Number of Hours</b>						
<b>Water Service</b>	<b>Sewer Emergencies</b>	<b>Animal Control</b>	<b>Special Events</b>	<b>Other or Call Back</b>	<b>On Call Duties</b>	<b>Total</b>
5	3				4	12
(see notes below for overtime description)						

**DOUBLE TIME: (Sunday)**

Sub Total 6  
22.75

**COMMUNITY SERVICES DEPARTMENT**

<b>Overtime Categories - Number of Hours</b>		
<b>Regular Overtime</b>	<b>After Hour Event</b>	<b>Total</b>
		0
		0
Sub Total		0

**FINANCE / PLANNING DEPARTMENTS**

<b>Overtime Categories - Number of Hours</b>					
<b>Regular Overtime</b>	<b>Utility Billing</b>	<b>Payroll</b>	<b>Dog Clinic</b>	<b>Year End Audit</b>	<b>Total</b>
					0
Sub Total					0
<b>Total Hours (All Departments)</b>					<u><u>235.8</u></u>

**POLICE DEPARTMENT:**

**Regular Overtime** – 4 hrs evidence & property mtg, 2 hrs fto mtg, 12 hrs supervisor mtg 6 hrs records coverage, 2 hrs carry over from last schedule, 1 hr dog hearing, 2 hrs office paperwork, 4.05 hrs late arrest/report writing  
**Holiday Overtime** – 107 hrs - Officers working on a holiday get paid OT 1/2 time.

**Shift Coverage** – 57 hrs shift coverage due to officers being out on vacation, or called in sick,

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

**Training** – 16 hrs leadership course @ FCC

**Grant** – AVOID Grant

**Special Events** - July 3rd Fireworks show

**PUBLIC WORKS DEPARTMENT:**

**Water Service** - Includes 5 hrs OT for shut-off and turn-on of service, all water related emergencies

**Sewer Emergencies** 3 hrs OT & 4.75 hrs DT SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related issues)

**Animal Control** - Vicious or dead animals. (not normally used for stray animals)

**Special Events** - July 3rd Fireworks show

**Other** -

**Call Back** -

**On-Call Duties** 4 hrs OT & 6 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

User: jalvarez  
 Printed: 10/1/2015 4:48 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
7161	10021	ALERT O LITE	09/15/2015	
	0446382-IN	PROTEUS WORKERS WATER COOLERS/CU		107.32
	0446446-IN	PROTEUS WORKERS ORANGE VEST		17.32
Total for Check Number 7161:				124.64
7162	10026	ALL STATE POLICE EQUIP. CO INC	09/15/2015	
	0092633-IN	PD-EXPLORER PROGRAM SUPPLIES		634.85
	0092686-IN	PD-EXPLORER PROGRAM SUPPLIES-GUN		462.55
Total for Check Number 7162:				1,097.40
7163	10504	AUTOZONE	09/15/2015	
	5324395716	WTR-TOOL BAG		32.45
	5324395716	SWR-TOOL BAG		32.45
Total for Check Number 7163:				64.90
7164	10883	CAREY & COMPANY LTD/RESCUE ES	09/15/2015	
	30809	PD-TRAUMA BANDAGES/CHEST SEALS/EM		1,034.95
Total for Check Number 7164:				1,034.95
7165	10082	CARROT-TOP INDUSTRIES	09/15/2015	
	27622700	VAR-US & POW/MIA PARK FLAGS		238.25
Total for Check Number 7165:				238.25
7166	10891	CENTRAL VALLEY ASPHALT	09/15/2015	
	09112015	WTR-WATER METER RENTAL REFUND		467.60
Total for Check Number 7166:				467.60
7167	10452	CITY OF FRESNO WMD	09/15/2015	
	K082615	WTR/SWR-LAB ANALYSIS		30.00
	K082615	WTR/SWR-LAB ANALYSIS		73.50
	K090215	WTR/SWR-LAB ANALYSIS		75.00
	K090215	WTR/SWR-LAB ANALYSIS		90.00
Total for Check Number 7167:				268.50
7168	10106	CONSOLIDATED EDISON SOLUTIONS	09/15/2015	
	2645069	SWR-SOLAR POWER 8/1/15-9/1/15		13,026.55
Total for Check Number 7168:				13,026.55
7169	10826	CROWN SERVICES CO	09/15/2015	
	602730	CS-PORTA POTTIES/SINKS		102.82
Total for Check Number 7169:				102.82
7170	10128	DEPARTMENT OF JUSTICE	09/15/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	113627	PD-JULY LIVE SCAN, PRINTS VALDOVINO;		492.00
	113627	PD-JULY LIVE SCAN, PRINTS VALDOVINO;		153.00
			Total for Check Number 7170:	645.00
7171	10713 8224	DIAMOND LOCKSMITHS CS-KERKCHOFF BOOTH NEW KEYS	09/15/2015	38.39
			Total for Check Number 7171:	38.39
7172	10654 549537	DIVINE DESSERTS CC-SEPT COUNCIL MEETING REFRESHME	09/15/2015	30.00
			Total for Check Number 7172:	30.00
7173	10151 306597	EWING IRRIGATION PRODUCTS SWR-PVC PIPE	09/15/2015	42.77
			Total for Check Number 7173:	42.77
7174	10491 2039	FORENSIC NURSE SPECIALISTS, INC. PD-ASSAULT EXAM 15-1611	09/15/2015	900.00
			Total for Check Number 7174:	900.00
7175	10162 SO12925 SO12926	FRESNO COUNTY TREASURER PD-DISPATCH SERV SEPT 2015 PD-AUG 2015 RMS/JMS/CAD ACCESS FEES	09/15/2015	17,427.30 167.00
			Total for Check Number 7175:	17,594.30
7176	10175 09092015 09092015 09092015 09092015 09092015 09092015 09092015 09092015 09092015 09092015 09092015 09092015 09092015	G & K SERVICES, INC VAR-UNIFORM MATS & SUPPLIES-SOLID V VAR-UNIFORM MATS & SUPPLIES-BUILDII VAR-UNIFORM MATS & SUPPLIES-REC AD VAR-UNIFORM MATS & SUPPLIES-UNIFOR VAR-UNIFORM MATS & SUPPLIES-BLDG P VAR-UNIFORM MATS & SUPPLIES-WATER VAR-UNIFORM MATS & SUPPLIES-SEWER VAR-UNIFORM MATS & SUPPLIES-STORM VAR-UNIFORM MATS & SUPPLIES-VEHICL VAR-UNIFORM MATS & SUPPLIES-LANDSC VAR-UNIFORM MATS & SUPPLIES-STREET VAR-UNIFORM MATS & SUPPLIES-STREET	09/15/2015	1.89 4.00 33.72 20.28 1,094.44 69.06 62.66 10.17 15.85 34.74 11.44 58.71
			Total for Check Number 7176:	1,416.96
7177	10177 PJI-0012382	GAMETIME CS-B STREET PARK PLAY STRUCTURE -EQ	09/15/2015	31,267.73
			Total for Check Number 7177:	31,267.73
7178	10191 CVW20787 CVW20952-2 CVW21006 CVW21021 CVW21058	H & J CHEVROLET INC V/E-PARTS & SUPPLIES V/E-PARTS & SUPPLIES V/E-PARTS & SUPPLIES V/E-PARTS & SUPPLIES V/E-PARTS & SUPPLIES	09/15/2015	105.02 425.37 8.13 328.79 233.34
			Total for Check Number 7178:	1,100.65
7179	10194	HD SUPPLY WATERWORKS, LTD	09/15/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	E450520	WTR-METER ADAPTERS/COUPLINGS		456.82
			Total for Check Number 7179:	456.82
7180	10890 09112015	HILBERS INC WTR-REFUND ON WATER METER RENTAL	09/15/2015	950.00
			Total for Check Number 7180:	950.00
7181	10205 IN-000556129	INDEPENDENT STATIONERS REC-PAPER FOR FLYERS	09/15/2015	23.92
			Total for Check Number 7181:	23.92
7182	10228 N15-1325	J'S COMMUNICATIONS, INC PD-MOTOROLA PORTABLE RADIO	09/15/2015	947.94
			Total for Check Number 7182:	947.94
7183	10234 8954	KERMAN FLORAL & GIFTS CC-CUBILLOS THANK YOU	09/15/2015	72.51
			Total for Check Number 7183:	72.51
7184	10239 40290 40318	KERWEST NEWSPAPERS CC-PH NOTICE SOLAR ROOFTOPS BPO-PLANNING COMMISSION PUBLIC HE.	09/15/2015	72.00 99.00
			Total for Check Number 7184:	171.00
7185	10885 000035	KOYOTE PRODUCTIONS REC-DJ DEPOSIT REFUND	09/15/2015	100.00
			Total for Check Number 7185:	100.00
7186	10886 INV-021150	LANDSCAPE STRUCTURES CS-PLAY STRUCTURE FOR KATEYS KIDS I	09/15/2015	5,516.58
			Total for Check Number 7186:	5,516.58
7187	10678 09112015 128289 128542 128729 128835 128863 128864 128911 128911	MAC'S EQUIPMENT INC V/E-SUPPLIES 2 INV <\$50 V/E-PARTS & SUPPLIES PD-SUPPLIES 1 INV <\$50 V/E-PARTS & SUPPLIES V/E-PARTS & SUPPLIES V/E-RETURN INV #128835 V/E-PARTS & SUPPLIES PD-PARTS & SUPPLIES V/E-PARTS & SUPPLIES	09/15/2015	62.69 437.77 41.47 65.26 340.78 -108.21 90.19 129.47 129.47
			Total for Check Number 7187:	1,188.89
7188	10260 120913	METRO UNIFORM & ACCESSORIES PD-SHOULDER PATCHES	09/15/2015	675.32
			Total for Check Number 7188:	675.32
7189	10261 08312015 08312015 08312015	MID VALLEY DISPOSAL, INC SWA-AUGUST SW CHARGES SWA-CITY PORTION FOR AUGUST 2015 SWA-ROLL OFF/FRANCHISE FEES	09/15/2015	89,673.09 -17,934.62 -616.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7189:	71,122.07
7190	10269 09112015	MOUNTAIN VALLEY PEST CONTROL BPO-PEST CONTROL SCOUT HUT & HAR F	09/15/2015	150.00
			Total for Check Number 7190:	150.00
7191	10889 09092015	LEE NESS PD-3 DAY LUNCH SUBSISTENCE	09/15/2015	39.00
			Total for Check Number 7191:	39.00
7192	10286 09112015 09112015 3921-227500 3921-229340 3921-229463 3921-229649 3921-229727 3921-229834 3921-229898 3921-230499 3921-230556 3921-230566 3921-230649 3921-230650 3921-230729 3921-230871 3921-230871 3921-231833 3921-231846 3921-231976	O'REILLY AUTOMOTIVE, INC V/E-SUPPLIES 4 INV <\$50 PD-SUPPLIES 2 INV <\$50 EQUIP-DATABASE UPDATE AC MACHINE V/E / PD- THROTTLE POSITION SENSOR #1 V/E / PD-CENTER CONSOLE DARE CAR V/E / PD-SPOT LIGHT BULBS PD CARS SWR-SUPPLIES 1 INV <\$50 V/E-STARTER FOR \$1398 V/E PD-SUPPLIES 1 INV <\$50 V/E-STRUT/SHOCK FOR #1402 PD-LIGHTING CONTROL MODULE #1421 V/E-SUPPLIES 1 INV <\$50 V/E-CREDIT ON INV #3921-229834 V/E-INSPECTION CAMERA FOR SHOP V/E PD-CREDIT ON INV #3921-220556 SWR/WTR-SUPPLIES SWR/WTR-SUPPLIES EQUIP-SUPPLIES 1 INV <\$50 EQUIP-CREDIT ON INV #3921-231833 V/E-CREDIT/RETURN	09/15/2015	92.86 66.98 194.79 58.37 50.85 106.98 21.62 208.63 22.68 83.94 335.18 9.46 -10.82 129.86 -81.17 8.11 8.11 49.77 -49.77 -136.67
			Total for Check Number 7192:	1,169.76
7193	10282 787784214001 787784214001 7940480833001 7940480976001	OFFICE DEPOT BPO-OFFICE SUPPLIES BPO-OFFICE SUPPLIES PD-OFFICE SUPPLIES PD-OFFICE SUPPLIES	09/15/2015	42.00 42.00 131.62 65.66
			Total for Check Number 7193:	281.28
7194	10289 2881141119-9 3920400666-0 4055166878-9 4055166878-9 4939626163-5 5467738309-0 5467738309-0 5467738309-0 5467738309-0 5467738309-0 5647279811-8	P.G.& E. CS-MONTHLY FUEL TRANSIT BUS STRT-MONTHLY UTILITY SER 7/30/15-8/28/ V/E-INSTALLMENT LOAN LED V/E-MONTHLY UTILITY SER 7/29/15-8/27/15 V/E-MONTHLY UTILITY SER WTR/SWR/SD-MONTHLY UTILITY SER 7/25 WTR/SWR/SD-MONTHLY UTILITY SER 7/25 WTR/SWR/SD-MONTHLY UTILITY SER 7/25 WTR/SWR/SD-MONTHLY UTILITY SER 7/25 PD-MONTHLY UTILITIES AUG 2015	09/15/2015	169.93 3,943.03 1,207.83 1,446.69 1,131.94 27,826.61 171.51 19.71 44.37 2,374.15
			Total for Check Number 7194:	38,335.77
7195	10305 800909001594642	PITNEY BOWES PURCHASE POWER VAR-POSTAGE FOR METER	09/15/2015	40.59

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	800909001594642	VAR-POSTAGE FOR METER		30.00
	800909001594642	VAR-POSTAGE FOR METER		0.97
	800909001594642	VAR-POSTAGE FOR METER		19.89
	800909001594642	VAR-POSTAGE FOR METER		13.04
	800909001594642	VAR-POSTAGE FOR METER		18.02
	800909001594642	VAR-POSTAGE FOR METER		391.48
	800909001594642	VAR-POSTAGE FOR METER		4.85
	800909001594642	VAR-POSTAGE FOR METER		72.82
	800909001594642	VAR-POSTAGE FOR METER		23.77
	800909001594642	VAR-POSTAGE FOR METER		1.20
	800909001594642	VAR-POSTAGE FOR METER		3.88
	800909001594642	VAR-POSTAGE FOR METER		8.58
	800909001594642	VAR-POSTAGE FOR METER		233.80
	800909001594642	VAR-POSTAGE FOR METER		137.00
			Total for Check Number 7195:	999.89
7196	10315 NF05233	QUINN COMPANY WTR-EMERGENCY REPAIR WELL #12	09/15/2015	1,324.09
			Total for Check Number 7196:	1,324.09
7197	10316 97453	R. G. EQUIPMENT V/E-PARTS FOR TORO MOWER	09/15/2015	308.44
			Total for Check Number 7197:	308.44
7198	10887 103	RALPH C KNAPP WTR-HIGH EFF TOILET REBATE	09/15/2015	100.00
			Total for Check Number 7198:	100.00
7199	10322 09092015	RICHARD A. BLAK, PHD PD-POST PSYCHOLOGICAL CORNELL	09/15/2015	350.00
			Total for Check Number 7199:	350.00
7200	10327 67694113	SAFETY KLEEN CORP V/E-AQUEOUS PARTS WASHER SOLUTION	09/15/2015	284.11
			Total for Check Number 7200:	284.11
7201	10888 09092015	SAN DIEGO HUMANE SOCIETY AAC-BASIC ANIMAL LE ACADEMY K GOD	09/15/2015	375.00
			Total for Check Number 7201:	375.00
7202	10329 C237668 C237673 C237680 C237708 C237973 C237973	SAN JOAQUIN VALLEY AIR POLL SWR-PERMIT #C-3947-2-0 & #C3947-3-0 WTR-PERMIT #C-4369-1-0 WELL #15 PD-PERMIT #C-6994-1-0 WTR-PERMIT #C-8058-1-0 WELL #9A WTR/SWR-PERMIT #C-4009-1-0 WTR/SWR-PERMIT #C-4009-2-0 & #C-4009-3	09/15/2015	625.00 252.00 252.00 252.00 112.00 224.00
			Total for Check Number 7202:	1,717.00
7203	10338 164983 171148 175141 188681	SMITH AUTO V/E-SUPPLIES & PARTS V/E-SUPPLIES & PARTS V/E-SUPPLIES & PARTS PARKS-SUPPLIES & PARTS	09/15/2015	92.29 75.70 19.48 0.96

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7203:	188.43
7204	10754 5147877-00 5147885-00	SUPPLYWORKS CTC-JANITORIAL SUPPLIES CTC-JANITORIAL SUPPLIES	09/15/2015	530.66 110.97
			Total for Check Number 7204:	641.63
7205	10354 2015617	T & T PAVEMENT MARKINGS STRTC-5 GAL EASY KOTE	09/15/2015	67.64
			Total for Check Number 7205:	67.64
7206	10357 10641 10641 10642	TAYLOR MADE IRRIGATION LLD-SUPPLIES STRTC-SUPPLIES STRTC-SUPPLIES	09/15/2015	5.16 5.15 148.70
			Total for Check Number 7206:	159.01
7207	10391 09112015 09112015 09112015 09112015 09112015 09112015 09112015 OFF1K105896 OFF1K106020 OFF1K106061 OFF2K105462 OFF2K105536 OFF2K105536	VALLEY FARM SUPPLY STORES PARKS- SUPPLIES 6 INV <\$50 WTR- SUPPLIES 8 INV <\$50 SWR- SUPPLIES 10 INV <\$50 V/E- SUPPLIES 2 INV <\$50 V/E- SUPPLIES 4 INV <\$50 LLD- SUPPLIES 3 INV <\$50 STRTC- SUPPLIES 6 INV <\$50 WTR-SUPPLIES PARKS-WEED EATER HEAD STRTC-DRIP LINE SUPPLIES & PARTS SWR-SUPPLIES LLD- SUPPLIES LLD- SUPPLIES	09/15/2015	91.40 54.20 138.87 36.78 98.70 51.87 100.83 105.08 52.48 71.22 53.08 72.62 72.62
			Total for Check Number 7207:	999.75
7208	10399 212306 212314	VETERINARY MEDICAL CENTER AAC-1 EUTHANASIA OF ANIMAL AAC-4 EUTHANASIA OF ANIMAL	09/15/2015	22.40 76.40
			Total for Check Number 7208:	98.80
7209	10406 48706 48707 48707	WEST HILLS OIL, INC V/E-J DUNN FUEL ACCT#12532 V/E-FUEL AUG 2015 ACCT#12533 V/E-FUEL AUG 2015 ACCT#12533	09/15/2015	391.24 4,591.37 198.42
			Total for Check Number 7209:	5,181.03
7210	10884 BP14-0290	WESTERN HOMES BPO-C & D REFUND 15639 W E ST	09/15/2015	663.25
			Total for Check Number 7210:	663.25
7211	10412 081160011 081160011	XEROX CORPORATION WTR/SWR-COPIER LEASE AGREEMENT AU WTR/SWR-COPIER LEASE AGREEMENT AU	09/15/2015	83.31 83.31
			Total for Check Number 7211:	166.62

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
7212	10413	YAMABE & HORN ENGINEERING	09/15/2015	
	33890	GOLDENROD RAILROAD CROSSING		890.00
	33891	WHITESBRIDGE & VINELAND TRAFFIC SI		180.00
	33892	GENERAL ENGINEERING		997.50
	33893	WELL NO 18 PRODUCTION WELL		120.00
	33894	MID VALLEY DISPOSAL EXPANSION REVI		1,312.50
	33895	DOUBLE L MHP WATER SER/WELL 18 SDW		900.00
	33896	VINELAND AVE WIDENING		2,207.50
	33897	UPRR PEDESTRIAN & BICYCLE TRAIL		770.00
	33898	PROP 84 WATER METER PROJECT		4,372.50
	33899	CALIFORNIA & MAY RECONSTRUCTION -		300.00
	33900	KERMAN CROSSINGS PARCEL C		357.50
	33901	CDBG KATEYS KIDS PARK		547.50
	33902	CDBG SOROPTIMIST		367.50
	33903	CHROMIUM 6 MCL SUPPORT		367.50
	33904	CALIFORNIA AVE RECONSTRUCTION - LO		2,787.50
	33905	SR2S PEDESTRIAN SAFETY IMPROVEMEN		215.00
	33906	2015 LLMD ASSESSMENT		210.00
	33907	CALIFORNIA AVE SIDEWALK - DEL NORTE		1,482.50
	33908	GROUNDWATER MANAGEMENT ENGINEE		420.00
	33909	2015-16 CALTRANS DBE REPORTING		971.25
	33910	SPR 15-03 VALLEY HEALTH PARKING LOT		140.00
	33911	GUERRA UTILITY AGREEMENT		157.50
Total for Check Number 7212:				20,073.75
7213	10893 00010425	Z - ADELA RAMIREZ CTC-DEPOSIT REFUND 8/1/15	09/15/2015	400.00
Total for Check Number 7213:				400.00
7214	10896 00024484	Z - JAVIER RODRIGUEZ CTC-DEPOSIT REFUND	09/15/2015	400.00
Total for Check Number 7214:				400.00
7215	10736 00000597	Z - MAYRA HERNANDEZ CTC-DEPOSIT REFUND	09/15/2015	100.00
Total for Check Number 7215:				100.00
7216	10737 00000652	Z - NANCY MALDONADO CTC-DEPOSIT REFUND	09/15/2015	100.00
Total for Check Number 7216:				100.00
7217	10894 00020016	Z - PATRICIA RAMIREZ CTC-DEPOSIT REFUND 9/5/15	09/15/2015	100.00
Total for Check Number 7217:				100.00
7218	10892 09152015	Z - TINA McCLURE AAC-CAT TRAP DEPOSIT REIMBURSEMEN	09/15/2015	40.00
Total for Check Number 7218:				40.00
7219	10889 09102015	LEE NESS FIN-KUSD TRAINING REIMBURSEMENT	09/15/2015	132.23
Total for Check Number 7219:				132.23

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for 9/15/2015:	225,632.94
7220	10019 811534	AFLAC HR-SEPT EMPLOYEE VOLUNTARY INS	09/22/2015	184.56
			Total for Check Number 7220:	184.56
7221	10617 346099 348724	C.A. REDING CO., INC. PD-JULY BILLING FOR COPIES 7/13/15 TO 8 BPO-LANIER/MP C3503 COPIER	09/22/2015	104.41 108.22
			Total for Check Number 7221:	212.63
7222	10104 815550021000359	COMCAST TECH-TECHNOLOGY SERVICES 9/14/15-10/	09/22/2015	168.92
			Total for Check Number 7222:	168.92
7223	10115 RMA-2016-0082 RMA-2016-0082 RMA-2016-0082 RMA-2016-0082 RMA-2016-0082 RMA-2016-0082 RMA-2016-0082 RMA-2016-0082 RMA-2016-0082	CSJVRMA VAR-2ND QTR WOKERS COMP DEPOSIT VAR-2ND QTR LIAB DEP CRIME & TRAVEL VAR-2ND QTR LIAB DEP CRIME & TRAVEL	09/22/2015	59,695.00 12,142.80 4,047.60 3,103.16 1,349.20 539.68 3,777.76 404.76 1,619.04
			Total for Check Number 7223:	86,679.00
7224	10128 119336	DEPARTMENT OF JUSTICE PD-AUG LIVE SCAN PRINTS	09/22/2015	273.00
			Total for Check Number 7224:	273.00
7225	10151 9835768	EWING IRRIGATION PRODUCTS CS-WOVEN FABRIC STAPLES PVC DRAIN	09/22/2015	433.05
			Total for Check Number 7225:	433.05
7226	10898 9172015	KYLE GODFREY AAC-10 DAYS SUBSISTENCE BASIC ANIM/	09/22/2015	380.00
			Total for Check Number 7226:	380.00
7227	10710 9569378 9569378 9569378	HACH COMPANY SWR-ALKALINE LOZIDE 50PK X 4 SWR-FREE CHLORINE REAGENT 50PK X 4 SWR-TAX/FREIGHT	09/22/2015	56.60 82.60 29.24
			Total for Check Number 7227:	168.44
7228	10250 09172015 10072015	LIEBERT CASSIDY WHITMORE FIN-HIRING PROCESS TRAINING FIN-WEBINAR EVAL DOCUMENTATION &	09/22/2015	60.00 60.00
			Total for Check Number 7228:	120.00
7230	10282 790078547001	OFFICE DEPOT WTR/SWR-PENS AND FOLDERS	09/22/2015	16.93

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	790078547001	WTR/SWR-PENS AND FOLDERS		16.93
	792027520001	PD-OFFICE SUPPLIES		232.35
Total for Check Number 7230:				266.21
7231	10283 9172015	OFFICE DEPOT CREDIT ACCOUNT CS-OFFICE SUPPLIES	09/22/2015	45.33
Total for Check Number 7231:				45.33
7232	10285 8280749	ONTRAC BPO-PLAN CHECK OVERNIGHT DELIVERY	09/22/2015	73.90
Total for Check Number 7232:				73.90
7233	10314 54291 54291 54292 54292	QUILL CORPORATION WTR/SWR-FOLDERS WTR/SWR-FOLDERS WTR/SWR-PENCILS AND PAPER WTR/SWR-PENCILS AND PAPER	09/22/2015	5.02 5.01 51.39 51.38
Total for Check Number 7233:				112.80
7234	10331 62497	SEBASTIAN FIN-PHONE SYSTEM DOWN	09/22/2015	150.00
Total for Check Number 7234:				150.00
7235	10420 622685312-166 622685312-166 622685312-166 622685312-166 622685312-166 622685312-166 622685312-166 622685312-166 622685312-166 622685312-166 622685312-166	SPRINT MONTHLY CELLULAR SERVICE 8/12/15-9/1 MONTHLY CELLULAR SERVICE 8/12/15-9/1	09/22/2015	20.54 20.55 150.68 27.40 20.55 44.52 75.34 68.49 23.97 29.11 123.29
Total for Check Number 7235:				604.44
7236	10644 286902051	US BANK EQUIPMENT FINANCE BPO-LANIER/MP C3503 COPIER LEASE	09/22/2015	149.35
Total for Check Number 7236:				149.35
7237	10897 9152015	Z - ESMERALDA BORREGO AAC-CAT TRAP DEPOSIT REIMBURSEMEN	09/22/2015	40.00
Total for Check Number 7237:				40.00
7238	10895 00009606	Z - MARIA GARCIA CTC-DEPOSIT REFUND 9/5/15	09/22/2015	400.00
Total for Check Number 7238:				400.00
Total for 9/22/2015:				90,461.63
7239	10872	RON MADRUGA	09/24/2015	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	09242015	PD-10 DAYS SUBSISTENCE CRIM INV INST		80.00
			Total for Check Number 7239:	80.00
			Total for 9/24/2015:	80.00
7240	10014 18613 30847 84345 9242015 9242015	ADMINISTRATIVE SOLUTIONS, INC HR-OCT DENTAL CLAIMS FUNDING HR-OCT BLUE SHIELD PLAN ADMIN HR-OCT SEC 125 PLAN ADMIN HR-OCT EMPLOYER FLEX PLAN HR-SEPT SEC 125 EMPLOYEE CONT	09/29/2015	4,238.61 765.00 90.00 10,000.00 1,760.86
			Total for Check Number 7240:	16,854.47
7241	10904 00034902	ALICIA ALVAREZ CTC-DEPOSIT REFUND SCOUT HUT 9/26/15	09/29/2015	100.00
			Total for Check Number 7241:	100.00
7242	10901 BP14-0232	AMERICAN RENAL MANAGEMENT LI BPO-C & D REFUND KERMAN DIALYSIS SI	09/29/2015	1,708.75
			Total for Check Number 7242:	1,708.75
7243	10039 092015	AT&T PD-T-1 LINE 9/10/15 TO 10/09/15	09/29/2015	271.33
			Total for Check Number 7243:	271.33
7244	10766 10132015	JOSEPH BLOHM PD-2 DAYS SUBSISTENCE CHIEF BLOHM C	09/29/2015	76.00
			Total for Check Number 7244:	76.00
7245	10054 152590003935 152590003935	BLUE SHIELD OF CALIFORNIA HR-OCT MEDICAL COVERAGE HR-OCT COBRA COVERAGE	09/29/2015	26,436.05 288.61
			Total for Check Number 7245:	26,724.66
7246	10903 00021964	GLORIA BRAMBILA DE ESQUIVEL CTC-DEPOSIT REFUND CTC 9/19/15	09/29/2015	400.00
			Total for Check Number 7246:	400.00
7247	10617 349936	C.A. REDING CO., INC. PD-AUG BILLING FOR COPIES 8/13/15 TO 9	09/29/2015	125.07
			Total for Check Number 7247:	125.07
7248	10905 00031632	LANDI CENTINO CTC-RENTAL REFUND LIONS PARK 9/13/15	09/29/2015	85.00
			Total for Check Number 7248:	85.00
7249	10103 3420205-1001649	COLONIAL LIFE HR-SEPT EMPLOYEE CONTRIBUTION	09/29/2015	515.60
			Total for Check Number 7249:	515.60

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
7250	10105 083115	COMMUNITY MEDICAL CENTER PD-1 BLOOD DRAW 15-1784	09/29/2015	175.00
Total for Check Number 7250:				175.00
7251	10826 637761	CROWN SERVICES CO CS-PORTA POTTIES/SINKS	09/29/2015	102.82
Total for Check Number 7251:				102.82
7252	10118 42366424	DAPPER TIRE VE REP-TIRES #1476	09/29/2015	360.23
Total for Check Number 7252:				360.23
7253	10902 00011798	JASMINE DAVILA CTC-DEPOSIT REFUND CTC 9/16/15	09/29/2015	400.00
Total for Check Number 7253:				400.00
7254	10124 478495	DELRAY TIRE & RETREADING PD REP-TIRES FOR #1466 AND STOCK	09/29/2015	463.19
Total for Check Number 7254:				463.19
7255	UB*00194	GURPREET DHALIWAL Refund Check	09/29/2015	30.93
Total for Check Number 7255:				30.93
7256	10618 SO-3102	DISCOVERY DOOR DISTRIBUTION BLDG-KEYS	09/29/2015	35.92
Total for Check Number 7256:				35.92
7257	10151 340590 353572 353572	EWING IRRIGATION PRODUCTS LLD-SPRINKLER STATION CONTROLLER PARKS-BATTERIES, BUBBLERS, ADAPTER LLD-BATTERIES, BUBBLERS, ADAPTERS	09/29/2015	137.99 124.76 124.75
Total for Check Number 7257:				387.50
7258	10153 43-369589 43-Z02058	FACTORY MOTOR PARTS CO. V/E REP-CREDIT ON ACCOUNT V/E REP-BATTERIES #1426 #1444	09/29/2015	-35.33 252.84
Total for Check Number 7258:				217.51
7259	10154 CAFR253333 CAFR253333 CAFR253333 CAFR253333 CAFR253333 CAFR253709	FASTENAL COMPANY LLD-SUPPLIES 6 LINE ITEMS <\$50 PARKS-SUPPLIES 5 LINE ITEMS <\$50 PARKS-4 PAIRS LARGE GLOVES LLD-9V BATTERIES X7 VE SUPPL-SUPPLIES 1 LINE ITEM <\$50 PARKS-EYE PROTECTION	09/29/2015	42.40 63.07 55.16 77.50 11.18 10.53
Total for Check Number 7259:				259.84
7260	10158 27678	FRANKLIN MILLER SWR-2 BALL BEARINGS FOR GRINDER W/	09/29/2015	139.71
Total for Check Number 7260:				139.71

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
7261	10162 SO12906	FRESNO COUNTY TREASURER PD-AUG PRISONER PROCESSING SERVICE	09/29/2015	48.00
Total for Check Number 7261:				48.00
7262	10168 AT19438	FRESNO NETWORKS TECH-MONTHLY TECHNOLOGY SUPPORT	09/29/2015	2,540.10
Total for Check Number 7262:				2,540.10
7263	10185 9809771455	GRAINGER CS-REPLACEMENT LIGHT LENS @LIONS F	09/29/2015	126.52
Total for Check Number 7263:				126.52
7264	10767 09202015	IDESIGN CUSTOM SCREEN PRINTING REC-YOUTH TENNIS T-SHIRTS	09/29/2015	606.00
Total for Check Number 7264:				606.00
7265	10205 IN-000559499 IN-000559499 IN-000560431	INDEPENDENT STATIONERS CTC-CTC PRINTER TONER, BATTERIES CTC-CARD & PCLIP HOLDER, BATTERIES CTC-11X17 LAMINATING POUCH	09/29/2015	201.99 21.92 29.98
Total for Check Number 7265:				253.89
7266	10238 150052-R 160061	KERMAN UNIFIED SCHOOL DIST CS-PG&E BALLFIELD LIGHTS GOLDENRO CS-PG&E BALLFIELD LIGHTS GOLDENRO	09/29/2015	683.14 683.14
Total for Check Number 7266:				1,366.28
7267	10899 544838	LENS LAWNMOWER SERVICE INC EQUIP-SHARPEN BLADES X3 #1440	09/29/2015	450.00
Total for Check Number 7267:				450.00
7268	10250 10152015	LIEBERT CASSIDY WHITMORE FIN-WEBINAR HR EMPLOYMENT RELATIC	09/29/2015	60.00
Total for Check Number 7268:				60.00
7269	10259 152513088101	MES VISION HR-OCT VISION PREMIUM	09/29/2015	652.03
Total for Check Number 7269:				652.03
7270	10260 120164 12191	METRO UNIFORM & ACCESSORIES PD-EXPLORER UNIFORM E PEREZ PD-EXPLORER UNIFORM MARTINEZ	09/29/2015	140.48 127.49
Total for Check Number 7270:				267.97
7271	10907 785	MICHAELS CUSTOM WOODWORK INC CS-50% DEPOSIT LOG SHELTERS X4 KATE	09/29/2015	11,900.00
Total for Check Number 7271:				11,900.00
7272	10269 NJ#8	MOUNTAIN VALLEY PEST CONTROL CS-PEST CONTROL SPRAY SENIOR CENTE	09/29/2015	75.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7272:	75.00
7273	10272	MUTUAL OF OMAHA	09/29/2015	
	000424134065	HR-OCT LTD INS EMPLOYEE		404.61
	000424134065	HR-OCT LTD INS EMPLOYER		404.61
	000424134065	HR-OCT LIFE INSURANCE		364.58
	000424134065	HR-OCT VOLUNTARY LIFE		1,109.05
			Total for Check Number 7273:	2,282.85
7274	10273	NAFFA INTERNATIONAL INC	09/29/2015	
	23567	BPO-PLAN CHECK FEES 8/1/15-8/31/15		3,997.65
			Total for Check Number 7274:	3,997.65
7275	10721	CHRIS NELSON	09/29/2015	
	10132015	PD-2 DAYS SUBSISTENCE C NELSON CPO/		76.00
			Total for Check Number 7275:	76.00
7276	10282	OFFICE DEPOT	09/29/2015	
	791518928-001	CS-COPY PAPER FOR FLYERS		25.97
	791519561-001	CS-PAPER FOR FLYERS, STAPLES, FOLDER		27.61
	791519561-002	CS-BINDER CLIPS		4.97
	792706892001	WTR/SWR-BINDERS		15.94
	792706892001	WTR/SWR-BINDERS		15.94
			Total for Check Number 7276:	90.43
7277	10289	P.G.& E.	09/29/2015	
	6206788690-3	CS-MONTHLY ELECTRICITY & GAS 8/9/15`		1,481.69
	6206788690-3	CS-MONTHLY ELECTRICITY & GAS 8/9/15`		226.01
	6206788690-3	CS-MONTHLY ELECTRICITY & GAS 8/9/15`		3,308.75
	6206788690-3	CS-MONTHLY ELECTRICITY & GAS 8/9/15`		1,017.17
	6206788690-3	CS-MONTHLY ELECTRICITY & GAS 8/9/15`		100.00
	9081203718-3	CS-MONTHLY UTILITIES KATEY'S KIDS PA		12.74
			Total for Check Number 7277:	6,146.36
7278	10305	PITNEY BOWES PURCHASE POWER	09/29/2015	
	8392672-SP15	VAR-QTR RENT POSTAGE MACHINES		466.30
	8392672-SP15	VAR-QTR RENT POSTAGE MACHINES		466.30
	8392672-SP15	VAR-QTR RENT POSTAGE MACHINES		279.78
	8392672-SP15	VAR-QTR RENT POSTAGE MACHINES		233.14
			Total for Check Number 7278:	1,445.52
7279	10307	POSTAL ANNEX	09/29/2015	
	PCK ID#41877	SWR-RETURNED GRINDER		19.59
			Total for Check Number 7279:	19.59
7280	10331	SEBASTIAN	09/29/2015	
	58986	CS-TROUBLESHOOT ALARM PANEL		355.00
	62502	CS-REPAIR/ADJUSTED HYDRAULIC DOOR		205.00
			Total for Check Number 7280:	560.00
7281	10346	STATE WATER RESOURCE CNTRL BRI	09/29/2015	
	EW-1000808	WTR-SYS #10010018 ENFORCEMENT FEES		45.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7281:	45.90
7282	10754	SUPPLYWORKS	09/29/2015	
	5147877-01	CTC-JANITORIAL SUPPLIES		60.29
	5147877-02	CTC-JANITORIAL SUPPLIES		75.77
			Total for Check Number 7282:	136.06
7283	10906	TAMARACK PEST CONTROL	09/29/2015	
	0264449	CTC-PEST CONTROL SPRAY CTC		100.00
			Total for Check Number 7283:	100.00
7284	10355	TARGET SPECIALTY PRODUCTS	09/29/2015	
	PI0327333	LLD-SPECTICLE & FINALE HERBICIDE		416.19
	PI0327333	LLD-SPECTICLE & FINALE HERBICIDE		416.18
			Total for Check Number 7284:	832.37
7285	10371	TJ LAW & ASSOCIATES INVESTIGATIC	09/29/2015	
	1205	PD-LAW ENFORCEMENT BACKGROUND R		600.00
			Total for Check Number 7285:	600.00
7286	10386	US BANK CORPORATE PAYMENT	09/29/2015	
	09222015	VAR-CREDIT CARD CHARGES		90.91
	09222015	VAR-CREDIT CARD CHARGES		109.41
	09222015	VAR-CREDIT CARD CHARGES		272.20
	09222015	VAR-CREDIT CARD CHARGES		220.71
	09222015	VAR-CREDIT CARD CHARGES		62.65
	09222015	VAR-CREDIT CARD CHARGES		1,027.32
	09222015	VAR-CREDIT CARD CHARGES		150.00
	09222015	VAR-CREDIT CARD CHARGES		15.01
	09222015	VAR-CREDIT CARD CHARGES		16.05
	09222015	VAR-CREDIT CARD CHARGES		12.86
	09222015	VAR-CREDIT CARD CHARGES		16.03
	09222015	VAR-CREDIT CARD CHARGES		12.85
	09222015	51050516000400		-1,710.55
			Total for Check Number 7286:	295.45
7287	10399	VETERINARY MEDICAL CENTER	09/29/2015	
	212418	AAC-1 EUTHANASIA OF ANIMAL		22.40
	212448	AAC-1 EUTHANASIA OF ANIMAL		22.40
			Total for Check Number 7287:	44.80
7288	10406	WEST HILLS OIL, INC	09/29/2015	
	48920	V/E-FUEL SEP 1-15 1103.198 GALLONS		3,589.72
	48920	V/E-FUEL B ARREDONDO TRNSPRT 43.239		140.80
			Total for Check Number 7288:	3,730.52
7289	10412	XEROX CORPORATION	09/29/2015	
	081160012	CS-REC DEPT COPIES AUG 2015		258.68
			Total for Check Number 7289:	258.68
7290	10657	Z - MARTHA GALINDO	09/29/2015	
	00031741	CTC-DEPOSIT REFUND SCOUT HUT 9/12/15		20.00
	00034964	CTC-DEPOSIT REFUND SCOUT HUT 9/12/15		80.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7290:	100.00
7291	10892 30281	Z - TINA McCLURE AAC-CAT TRAP DEPOSIT REIMBURSEMEN	09/29/2015	10.00
			Total for Check Number 7291:	10.00
			Total for 9/29/2015:	88,551.50
7292	UB*00195	LUIS AVALOS Refund Check	10/01/2015	147.37
			Total for Check Number 7292:	147.37
7293	UB*00204	JOHN BUCHNOFF II Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	10/01/2015	178.97 7.56 1.03 9.17 8.55 0.83 0.28
			Total for Check Number 7293:	206.39
7294	UB*00200	REYNA CASILLAS Refund Check	10/01/2015	137.75
			Total for Check Number 7294:	137.75
7295	UB*00197	FRANK COUTO Refund Check	10/01/2015	9.37
			Total for Check Number 7295:	9.37
7296	UB*00208	CARLOS DOMINGUEZ Refund Check	10/01/2015	76.33
			Total for Check Number 7296:	76.33
7297	UB*00206	FIELD ASSET SERVICES LLC Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	10/01/2015	150.00 4.25 2.54 6.72 0.47 0.29
			Total for Check Number 7297:	164.27
7298	UB*00205	KATHY & STEVEN GOTELLI Refund Check	10/01/2015	102.61
			Total for Check Number 7298:	102.61
7299	UB*00211	KERMAN WASH & DRY Refund Check	10/01/2015	138.14
			Total for Check Number 7299:	138.14

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
7300	UB*00207	LAS TRES B BEAUTY SALON Refund Check	10/01/2015	5.28
Total for Check Number 7300:				5.28
7301	UB*00199	OLGA MAGALLON Refund Check	10/01/2015	8.16
Total for Check Number 7301:				8.16
7302	UB*00213	VERONICA MEDINA Refund Check	10/01/2015	44.34
Total for Check Number 7302:				44.34
7303	UB*00202	ALEX MENDRIN Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	10/01/2015	7.12 0.08 0.58 5.16 0.47 0.16
Total for Check Number 7303:				13.57
7304	UB*00203	DANIEL PARRA Refund Check Refund Check Refund Check Refund Check Refund Check	10/01/2015	0.08 12.24 2.54 6.72 0.39
Total for Check Number 7304:				21.97
7305	UB*00212	MANUEL PEREZ JR Refund Check	10/01/2015	138.01
Total for Check Number 7305:				138.01
7306	UB*00201	SAN JOAQUIN VALLEY RENTAL Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	10/01/2015	0.11 12.69 3.66 9.71 7.79 0.67 0.41
Total for Check Number 7306:				35.04
7307	UB*00209	THOMAS SANTOS Refund Check	10/01/2015	71.08
Total for Check Number 7307:				71.08
7308	UB*00196	NADINE SMITH Refund Check Refund Check Refund Check Refund Check Refund Check	10/01/2015	0.25 14.17 8.45 22.41 10.02

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 7308:	55.30
7309	UB*00210	RHONDA & CHRISTOPHER TATE Refund Check	10/01/2015	55.08
			Total for Check Number 7309:	55.08
7310	UB*00198	WESTCO EQUITIES, INC Refund Check Refund Check Refund Check Refund Check	10/01/2015	0.25 14.17 1.94 11.25
			Total for Check Number 7310:	27.61
			Total for 10/1/2015:	1,457.67
			Report Total (149 checks):	406,183.74



# City of Kerman

*"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: POLICE DEPARTMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: OCTOBER 7, 2015

To: Mayor and City Council  
From: Chief Joseph Blohm  
Subject: Resolution approving agreement with the Madera Police Department for the use of the Kerman Police Department's firearms range facility.

## RECOMMENDATION

Council by motion approve resolution agreement with Madera Police Department for the use the Kerman Police Department Range located at 15485 W. Church Avenue, Kerman.

## EXECUTIVE SUMMARY

The Kerman Police Department has a firearms range facility which is located to the rear of 15485 W. Church Avenue, Kerman. This facility is used monthly by the Kerman Police Department to train officers in the use of handguns, shotguns, and rifles. Historically, the Kerman Police Department has allowed other law enforcement agencies to use the facility when needed. Madera Police Department has asked to use the range facility and Chief Blohm has requested that we create a formal agreement between the two agencies.

## DISCUSSION

Madera Police Department has asked to use the range facility and Chief Blohm has requested that we create a formal agreement between the two agencies. Historically several different agencies including Madera Police Department and the Fresno Sheriff's Department have used the Kerman Police Department's range facility for firearms training. In the past, there have not been any formal agreements between the Kerman Police Department and other agencies using the range. Chief Blohm has no objection to other agencies using the range, but would like a written agreement in place with the visiting agencies. Madera Police Department will provide their own supplies and materials needed for their training. Madera Police Department will clean the range area of any debris, trash, or materials when they complete their training. Madera Police Department will coordinate all training dates and times with the Kerman Police Department. At Chief Blohm's request, the Kerman City Attorney has drafted the proposed agreement.

## FISCAL IMPACT

None

## PUBLIC HEARING

None

Attachments:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 15-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
APPROVING AN ANNUAL AGREEMENT BETWEEN THE CITY OF KERMAN  
AND THE CITY OF MADERA POLICE DEPARTMENT FOR THE USE OF THE KERMAN POLICE  
DEPARTMENT'S FIREARMS RANGE FACILITY

WHEREAS, the City of Madera Police Department has asked to use the Kerman Police Department's firearms range facility; and

WHEREAS, the City would like to enter into an annual agreement to allow the City of Madera Police Department to use the Kerman Police Department's Firearms Range facility as described in the attached agreement Exhibit 'A'.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF KERMAN DOES RESOLVE as follows:

SECTION 1. The foregoing recitals are incorporated by reference.

SECTION 2. Approves the attached annual agreement and authorizes the city manager to sign the agreement on behalf of the City.

The foregoing resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 7th day of October 2015, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

This resolution is hereby approved.

ATTEST:

\_\_\_\_\_  
Stephen B. Hill  
Mayor

\_\_\_\_\_  
Marci Reyes  
City Clerk

Exhibit 'A'

**AGREEMENT**

**AGREEMENT FOR USE OF CITY OF KERMAN PROPERTY**

**Use of Range Facility by City of Madera Police Department**

This agreement for use of City of Kerman Property ("Agreement") is made and entered into by and between the City of Kerman, a municipal corporation ("City") and the City of Madera Police Department (hereinafter "Permittee"). City and Permittee may be collectively referred to herein as "parties."

**RECITALS**

- A. The City is the owner of the real property located in the City of Kerman, described as the Range Facility, located to the rear of 15485 W. Church Avenue, Kerman, California 93630. The Range Facility is hereby also referred to as "Premises."
- B. The Permittee has requested permission from the City to enter the Premises for the purposes identified in this Agreement.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS IDENTIFIED HEREIN, THE PARTIES AGREE AS FOLLOWS:

- 1. **PERMISSION TO ENTER.** The City hereby grants permission to Permittee (including its officers, employees, and agents) to enter the Premises in accordance with the terms of this Agreement, for the purpose of training on date and times to be mutually agreed upon by the parties. Permittee is solely responsible for supplying all appropriate equipment and materials convenient or necessary to utilize the Range Facility for training. Permittee is solely responsible for conducting the training by a POST certified instructor and ensuring the safety of the participants in conjunction with the use of the Premise by Permittee, including providing all necessary personnel.
- 2. **TERM.** The term of this Agreement shall be for one year commencing upon full execution of this Agreement by the parties.
- 3. **PAYMENT.** No payment is required.
- 4. **RELATIONSHIP BETWEEN THE PARTIES.** Permittee is, and at all times shall remain, an independent contractor solely responsible for all acts of its employees, agents, or contractors, including any negligent acts or omissions. Permittee is not City's agent, and shall have no authority to act on behalf of the City, or to bind the City to any obligation whatsoever, unless the City provides prior written authorization to Permittee.
- 5. **COMPLIANCE WITH LAWS.** Permittee shall comply with all applicable legal requirements including all federal, state, and local laws (including ordinances and resolutions), whether or not said laws are expressly stated in this Agreement.
- 6. **INSURANCE.** Permittee shall, throughout the duration of this Agreement, maintain insurance to cover Permittee (including its agents, representatives, contractors, and employees) in connection with the performance under this Agreement. This Agreement identifies the minimum insurance levels with which

Permittee shall comply; however the minimum insurance levels shall not relieve Permittee of any other performance responsibilities under this Agreement (including all indemnity requirements), and Permittee may carry, at its own expense, any additional insurance it deems necessary or prudent. Concurrently with the execution of this Agreement by the Permittee, and prior to the commencement of any services, the Permittee shall furnish written proof of insurance (certificates and endorsements), in a form acceptable to the City. Permittee shall provide substitute written proof of insurance no later than thirty (30) days prior to the expiration date of any insurance policy required by this Agreement.

- a. **Minimum Insurance Levels.** Permittee shall maintain insurance at the following minimum levels:
  - i. **Commercial General Liability.** (with coverage at least as broad as ISO form CG 00 01 01 96) coverage in an amount not less than \$2,000,000 general aggregate and \$1,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.
  - ii. **Automobile Liability.** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") coverage in an amount not less than \$1,000,000 per accident for bodily injury and property damage.
  - iii. **Workers' Compensation.** coverage as required by the state of California.
- b. **Endorsements.** The insurance policies shall be endorsed as follows:
  - i. For the commercial general liability insurance, the City (including its elected officials, employees, and agents) shall be named as insured, and the policy shall be endorsed with a form at least as broad as ISO form CG 20 10 11 85.
  - ii. Permittee's insurance is primary to any other insurance available to the City with respect to any claim arising out of this Agreement. Any insurance maintained by the City shall be in excess of the Permittee's insurance and shall not contribute with it.
  - iii. Permittee's insurance will not be canceled, limited, or allowed to expire without renewal until after thirty (30) days written notice has been given to the City.
- c. **Qualifications of Insurers.** All insurance companies providing coverage to Permittee shall be insurance organizations authorized by the Insurance Commissioner of the State of California to transact business of insurance in the State of California, and shall have an A.M. Best's rating of not less than "A:VII."

7. **REPORTING DAMAGES.** If any damage (including death, personal injury or property damage) occurs in connection with the performance of this Agreement, Permittee shall immediately notify the Kerman Police Department by telephone at 846-8800 and Permittee shall promptly submit to the City's Authorized Representative a written report (in a form acceptable to the City) with the following information: (a) a detailed description of the damage (including the name and address of the injured or deceased person(s), and a description of damaged property; (b) name and address of witnesses, and (c) name and address of any potential insurance companies.

8. **INDEMNIFICATION.** Permittee shall indemnify, hold harmless, and defend the City and its elected officials, officers, employees, agents and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature resulting or arising from

performance or failure to perform under this agreements with the exception of the sole negligence or willful misconduct of the City.

9. **ASSIGNMENT AND DELEGATION.** This Agreement, and any portion thereof, shall not be assigned or transferred, nor shall any of the Permittee's duties be delegated, without the written consent of the City. Any attempt to assign or delegate this Agreement without the written consent of the City shall be void and of no force or effect. A consent by the City to one assignment shall not be deemed to be a consent to any subsequent assignment.
10. **WAIVERS.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement.
11. **NOTICES.** All notices required or contemplated by this Agreement shall be in writing and shall be delivered to the respective party as set forth in this section. Communications shall be deemed to be effective upon the first to occur of: (a) actual receipt by a party's Authorized Representative, or (b) actual receipt at the address designated below, or (c) three working days following deposit in the United States Mail of registered or certified mail sent to the address designated below. The Authorized Representative of either party may modify their respective contact information identified in this section by providing notice to the other party.

TO: City

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

TO:

Permittee  
Attn: Steve Frazier  
City of Madera Police Department  
330 S. C Street  
Madera, CA 93637

12. **HEADINGS.** The heading titles for each section of this Agreement are included only as a guide to the contents and are not to be considered as controlling, enlarging, or restricting the interpretation of the Agreement.
13. **SEVERABILITY.** If any term of this Agreement (including any phrase, provision, covenant, or condition) is held by a court of competent jurisdiction to be invalid or unenforceable, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in full force and effect; provided, however, this paragraph shall not be applied to the extent that it would result in a frustration of the parties' intent under this Agreement.
14. **GOVERNING LAW, JURISDICTION, AND VENUE.** The interpretation, validity, and enforcement of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California. Any suit, claim, or legal proceeding related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of Fresno.
15. **ATTORNEYS' FEES.** In the event any legal action is commenced to enforce this Agreement, the prevailing party is entitled to reasonable attorneys' fees, costs, and expenses incurred.
16. **MODIFICATIONS.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both parties.
17. **CONFLICTS.** If any conflicts arise between the terms and conditions of this Agreement and the terms and conditions of the attached exhibits or any documents expressly incorporated, the terms and conditions of this Agreement shall control.

- 18. **ENTIRE AGREEMENT.** This Agreement, including all documents incorporated herein by reference, comprises the entire integrated understanding between the parties concerning the work described herein. This Agreement supersedes all prior negotiations, agreements, and understandings regarding this matter, whether written or oral. The documents incorporated by reference into this Agreement are complimentary; what is called for in one is binding as if called for in all.
- 19. **SIGNATURES.** The individuals executing this Agreement represent and warrant that they have the right, power, legal capacity, and authority to enter into and to execute this Agreement on behalf of the respective legal entities of the Permittee and the City. This Agreement shall inure to the benefit of and be binding upon the parties herein and their respective successors and assigns.

.....

IN WITNESS WHEREOF, the City and Permittee do hereby agree to the full performance of the terms set forth herein.

CITY OF KERMAN

CITY OF MADERA POLICE DEPARTMENT

\_\_\_\_\_  
By: Stephen B. Hill

\_\_\_\_\_  
By: Robert Poythress

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

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

\_\_\_\_\_  
Date:

\_\_\_\_\_  
Date:



# 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: POLICE DEPARTMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: OCTOBER 7, 2015

To: Mayor and City Council  
From: Chief Joseph Blohm  
Subject: Resolution Amending the 2015-16 Public Safety Employee Salary Scale to Include the Rank of Lieutenant

## RECOMMENDATION

Council by motion adopt resolution amending the Public Safety Employee Salary Scale to include the rank of Lieutenant.

## EXECUTIVE SUMMARY

At the Council Meeting of September 2, 2015, the Council adopted Resolution No. 15-52 creating a lieutenant position and eliminating a sergeant position. The proposed resolution sets the salary scale for the rank of lieutenant and thereby amends the Public Safety Employee Salary Scale.

## OUTSTANDING ISSUES

None.

## DISCUSSION

On September 2, 2015, the Council discussed and approved the creation of a lieutenant position as part of the Police Chief's recommended succession plan for the Police Department. When the Chief was hired in 2011, there were some preliminary discussions about the future development of a succession plan for the police department. Over the next three years, the Chief had pursued discussions with the City Manager(s) requesting the addition of a lieutenant position into the Police Department's annual budget. The new lieutenant position would create of a mid-level management position within the Police Department that will allow the Chief to restructure the police organization and to realign duties and responsibilities within the department. In each of the three annual budgets that followed, the addition of the position was determined to not be feasible at that time due to the department/city's financial constraints. The cost to upgrade a sergeant position would reflect an 18% increase for one sergeant position in the Police Department's budget. The upgrading of a sergeant to a lieutenant would be far more economical than creating a new a lieutenant position in the department. The projected cost to upgrade the current vacant sergeant position in the department to a lieutenant position is an increase of 18% of that position.

The next question would be, how do we pay the cost to increase the sergeant position to a lieutenant position?

There are two options here:

**Option #1** would be to make a budget adjustment and add additional funds to the existing police department 2015-16 budget.

**Option #2** would be for the Chief to hold the vacant sergeant position open for a short period of time to offset the increased cost of the lieutenant. The Chief estimates that the cost would equate to 10 weeks of vacancy. This is the most economical option since it there would be no cost increase to the Police Department's operational budget this fiscal year. Of these two options, the Chief recommends option #2 which would hold the vacancy open for a short period of time to create the salary saving to offset the new position.

The Council has expressed a desire to create a successful succession plan for the Police Department. The Chief truly believes that the current sergeant vacancy has given the department a golden opportunity to accomplish this goal this year. If the council approves the Chief's proposal, he will immediately begin the process to recruit a qualified manager to begin working with him to accomplish the succession plan. The attached Exhibit 'A' to the resolution is a Public Safety Salary Scale with the projected lieutenant position included. The pay scale for the Chief, Sergeants, Officers, and civilian staff are accurate to the existing salary scales for those positions. Included in column B is a salary differential projection for each rank over the rank below so that the Council can see the pay differential between ranks. The Chief has discussed this issue with the City Manager and he supports this proposal.

#### FISCAL IMPACT

To upgrade a sergeant position to a lieutenant position, there will be an 18% increase in salary for the lieutenant. To offset this increase during the current fiscal year, the Chief is prepared to hold the sergeant position vacant until the salary saving from the vacancy offset the cost of the new lieutenant in the current fiscal year. The Chief estimates the position will need to remain vacant for approximately 10 weeks. Attached is a copy of the newly proposed Kerman PD - Public Safety Employees Salary Scale. By holding the position vacant until the salary saving are accomplished, then there will be no cost to the Police Department during the current fiscal year.

#### Attachment:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 15-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AMENDING THE  
PUBLIC SAFETY EMPLOYEE SALARY SCHEDULE TO INCLUDE THE RANK OF LIEUTENANT

WHEREAS, the Police Chief, at the direction of the City Council, has been directed to create a Succession Plan within the Police Department; and

WHEREAS, succession planning is a process for identifying and developing people (internally or externally) with the potential to fill key leadership positions in a department; and

WHEREAS, on September 2, 2015, the Council approved the creation of a lieutenant position and elimination of a sergeant position as part of the Succession Plan and directed that the salary schedule amendment be brought back to the Council for consideration.

NOW THEREFORE THE CITY COUNCIL OF THE CITY OF KERMAN DOES RESOLVE as follows:

SECTION 1. The foregoing recitals are incorporated by reference.

SECTION 2. The City Council hereby approves and adopts the proposed amended Public Safety Employee Salary Schedule as shown on Exhibit 'A' to include the rank of Lieutenant.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the October 7, 2015, and passed at said regular meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

\_\_\_\_\_  
Stephen B. Hill  
Mayor

ATTEST:

\_\_\_\_\_  
Marci Reyes  
City Clerk

Exhibit 'A'

<b>Public Safety Employees</b>							
<b>July 2015 - June 2016</b>							
<b>Public Safety</b>	<b>Step A</b>	<b>Step B</b>	<b>Step C</b>	<b>Step D</b>	<b>Step E</b>	<b>Step F</b>	<b>Step G</b>
<b>Lieutenant</b>	\$ 5,717	\$ 6,002	\$ 6,303	\$ 6,618	\$ 6,949	\$ 7,296	\$ 7,661
<b>Sergeant</b>	\$ 4,845	\$ 5,086	\$ 5,341	\$ 5,607	\$ 5,889	\$ 6,182	\$ 6,491
<b>Corporal</b>	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701	\$ 4,936	\$ 5,183	\$ 5,442
<b>Police Officer</b>	\$ 3,683	\$ 3,867	\$ 4,061	\$ 4,264	\$ 4,477	\$ 4,701	\$ 4,936
<b>Records Manager</b>	\$ 2,873	\$ 3,016	\$ 3,168	\$ 3,325	\$ 3,492	\$ 3,666	\$ 3,850
<b>Records Clerk</b>	\$ 2,438	\$ 2,561	\$ 2,689	\$ 2,824	\$ 2,965	\$ 3,112	\$ 3,269
<b>Animal Control*</b>	\$ 2,561	\$ 2,689	\$ 2,824	\$ 2,965	\$ 3,113	\$ 3,269	\$ 3,350
<b>Administrative Assistant</b>	\$ 2,873	\$ 3,016	\$ 3,168	\$ 3,325	\$ 3,492	\$ 3,666	\$ 3,850
<i>*Animal Control Step G @ 2.5%</i>							
1% Cola Effective July 1, 2015							

## September 25, 2015 Meter Reading

House #	Street Name	Meter Serial #	Present Read	Notice #
211	S WALNUT AVE	10427703	698	1
266	S OLYMPIC ST	9369409	853	1
271	S PARK AVE	9369532	1928	1
367	S LUM AVE	9252689	1251	1
401	S DEL NORTE AVE	9369398	1196	1
432	S GOLDENROD AVE	12294830	33	1
483	S THOMAS AVE	9252774	1467	1
555	S 17TH ST	9369506	852	1
572	S ALMOND CT	9419849	1657	1
574	GURDWARA AVE	9253047	2061	1
599	MCKENNA CT	9252852	1121	1
763	S LUM AVE	9369422	1480	1
774	S ALMOND AVE	9369539	1168	1
14019	W WHITESBRIDGE	13599536	188	1
14047	W F ST	9252779	1529	1
14070	W E ST	9253150	1287	1
14128	W STANISLAUS A	10428488	282	1
14178	W KEARNEY BLVD	10428463	12	1
14194	W G ST	9252997	1764	1
14291	W SHERI ST	9369403	924	1
14299	W F ST	9252828	1612	1
14320	PALM CT	9253001	1372	1
14355	W CHAD CT	9252794	1208	1
14387	W KEARNEY BLVD	9369470	1790	1
14447	W G ST	9253020	2432	1
14469	W CHARDONAY AV	9253088	1654	1
14474	W G ST	9253023	665	1
14507	W SUNSET AVE	9252357	1361	1
14537	PALM CT	9369132	1502	1
14540	W SAN JOAQUIN	9149558	2496	1
15424	W SUNSET AVE	9419961	2081	1
15794	W E ST	9419954	1743	1
15830	W KEARNEY BLVD	9253274	1491	1
15859	W EL MAR AVE	10427697	1705	1
15877	W BOTELHO AVE	9369153	1524	1
15888	W STANISLAUS A	9149609	974	1
15900	W SAN JOAQUIN	9369336	1471	1
15962	W B ST	9369449	1161	1
16039	W KEARNEY BLVD	9369229	255	1
16101	W SAN JOAQUIN	9252562	2012	1
273	S OLYMPIC ST	9253238	2020	2
277	S MICHELLE AVE	9252669	2182	2
442	S SISKIYOU AVE	9252385	1855	2
463	S THOMAS AVE	9252756	1040	2

September 25, 2015 Meter Reading

House #	Street Name	Meter Serial #	Present Read	Notice #
545	WALNUT CT	9419994	1264	2
549	GURDWARA AVE	9253019	1432	2
571	S KENNETH AVE	9252368	959	2
585	S SISKIYOU AVE	9367177	254	2
645	S GOLDENROD AVE	9253144	2928	2
14061	W WHITESBRIDGE	13019908	2003	2
14136	W B ST	9252844	2488	2
14290	W SHERI ST	9253125	1149	2
14303	W SHERI ST	9149589	1115	2
14320	W E ST	9252932	2485	2
14322	W B ST	9149600	1400	2
14325	W TAYLOR ST	9252987	1691	2
14448	W CHARDONAY AV	9252826	1051	2
14468	W CHARDONAY AV	9253111	1693	2
14503	W SAN JOAQUIN	9253137	1197	2
14517	W EL MAR AVE	9253266	1549	2
14543	W STANISLAUS A	9253202	823	2
14551	W KEARNEY BLVD	9419875	1688	2
14557	W SAN JOAQUIN	9253335	1952	2
14581	W STANISLAUS A	9149587	1808	2
14855	W B ST	9419899	2038	2
15475	W ASHLI AVE	9419911	670	2
15477	W MIDDLETON AV	9419980	1313	2
15626	W MIDDLETON AV	9252751	1865	2
15668	W CALIFORNIA A	9252750	2629	2
15676	W DAVID AVE	9252694	1081	2
15790	W KEARNEY BLVD	9253281	1531	2
15920	W SUNSET AVE	9252386	1247	2
15931	W SUNSET AVE	9252387	1319	2
16160	W TROY AVE	9252624	1081	2
16172	W BOTELHO AVE	9369265	973	2
15695	W E ST	9369377	1078	2
102	S ALMOND AVE	9369173	1897	3
276	S SISKIYOU AVE	9369500	1266	3
323	S MERLOT AVE	10427791	592	3
372	S ALMOND AVE	9252446	2295	3
392	BURGUNDY ST	9253152	1510	3
401	S MERLOT AVE	9253290	1660	3
420	BURGUNDY ST	9253153	1247	3
422	S 2ND ST	9419891	1478	3
492	S MADERA AVE	9633035	148	3
545	S GOLDENROD AVE	9253143	2442	3
551	S MICHELLE AVE	9252407	1062	3
564	KAREN AVE	9252980	1508	3

September 25, 2015 Meter Reading

House #	Street Name	Meter Serial #	Present Read	Notice #
571	S SUSAN AVE	9253313	1152	3
602	S SUSAN AVE	9252528	2217	3
699	S 16TH ST	9252929	2053	3
861	S MCKENNA AVE	9252818	2206	3
873	S SHERI WAY	9252912	1132	3
14082	W E ST	9253149	1611	3
14083	W G ST	9252784	1097	3
14278	W B ST	9149571	1303	3
14295	W SHERI ST	9253093	2431	3
14319	W SHERI ST	9252913	804	3
14475	W SUNSET AVE	9252801	1466	3
14508	PALM CT	9369149	695	3
14551	W STANISLAUS A	9253228	2145	3
14587	W SAN JOAQUIN	9253309	1750	3
14594	W CHARDONAY AV	9253245	1647	3
15807	W E ST	9419854	2512	3
15823	W E ST	9419947	1770	3
15861	W KEARNEY BLVD	9419885	1532	3
15877	W E ST	9419859	1512	3
15880	W GATEWAY BLVD	12702735	6510	3
15906	W D ST	9369464	1645	3
240	S SUSAN AVE	9252551	1582	30
264	S JOSEPH AVE	9252737	2423	30
303	S CHABLIS AVE	9253354	1466	30
373	S LUM AVE	9252452	1962	30
423	S MERLOT AVE	9253296	2040	30
453	S ALMOND AVE	9252364	673	30
520	BURGUNDY ST	9252996	2378	30
546	S LUM DR	9149664	1018	30
567	S PARK AVE	9419883	1454	30
763	S KENNETH AVE	9252568	1905	30
1705	S MADERA AVE	12294831	85	30
14247	W G ST	9252971	2295	30
14329	W B ST	9419870	1007	30
14352	W CHAD CT	9253104	1366	30
14355	W SHERI CT	9253077	1404	30
14580	W SUNSET AVE	9253345	1137	30
15684	WOOTEN CT	9252745	1022	30
15726	W MIDDLETON AV	9252398	1715	30
15766	W E ST	9419857	2125	30
15905	W MONTEREY LN	9252384	950	30
16029	W KEARNEY BLVD	9369231	764	30
16160	W NATALIE AVE	9369286	1832	30
16169	W SAN JOAQUIN	9252646	1996	30

September 25, 2015 Meter Reading

House #	Street Name	Meter Serial #	Present Read	Notice #
16184	W TROY AVE	9252519	1192	30
150	S 1ST ST	70192486	8144	PG
277	S MERLOT AVE	9253072	1808	PG
287	S MERLOT AVE	9253071	671	PG
412	S ALMOND AVE	9252471	1310	PG
445	S GOLDENROD AVE	11013859	2294	PG
516	S 18TH ST	9253168	2531	PG
529	BURGUNDY ST	9253027	1461	PG
547	WALNUT CT	9419995	903	PG
561	S MICHELLE AVE	9252414	1377	PG
582	S KENNETH AVE	9252483	1660	PG
601	S 1ST ST	10247846	874	PG
658	S 17TH CT	9369388	763	PG
675	S 16TH ST	9252939	1625	PG
689	S 17TH CT	9252835	2523	PG
798	S JOSEPH AVE	9252712	835	PG
846	S ALMOND AVE	9369534	1375	PG
1221	S MADERA AVE	10391329	1252	PG
14084	W G ST	9252811	1882	PG
14110	W F ST	9252803	2414	PG
14562	W STANISLAUS A	9419876	2968	PG
14576	W EL MAR AVE	9253068	1420	PG
14591	W CHARDONAY AV	9253227	1876	PG
14604	W SUNSET AVE	9253346	2645	PG
14918	W KEARNEY BLVD	10427720	919	PG
15688	W SUNSET AVE	9252596	2206	PG
15765	W KEARNEY BLVD	9252631	2118	PG
16168	W NATALIE AVE	9369287	1155	PG

<b>First Notice</b>	<b>40</b>
<b>Second Notice</b>	<b>36</b>
<b>Final Notice</b>	<b>33</b>
<b>30 Day Citation</b>	<b>24</b>
<b>Pending Fine</b>	<b>27</b>
<b>Fines Issued</b>	<b>29</b>
<b>(Not Published)</b>	



# 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 MANAGER  
STAFF REPORT

CITY COUNCIL MEETING  
COUNCIL MEETING DATE: OCTOBER 7, 2015

To: Mayor and City Council  
From: John Kunkel, Interim City Manager  
Subject: Resolution Amending Condition No. 8 in Exhibit 'A' of Resolution 13-68 relating to display of beer merchandise by Walmart Stores Inc.

## RECOMMENDATION

Council by motion approve resolution amending Condition No. 8 in Exhibit 'A' of Resolution 13-68 relating to display of beer merchandise by Walmart Stores Inc.

## EXECUTIVE SUMMARY

In August of 2013 the City Council passed Resolution 13-68 which granted a type 21 off-sale alcohol license to Walmart. As part of that resolution 11 conditions were placed on Walmart for license approval. Item 8 of the conditions states "restrict all alcohol merchandise and /or displays to the area designated in Exhibit 'B'."

Walmart has approached the City and is requesting the opportunity to display alcohol merchandise, primarily beer, to "end cap" areas at various locations in the store outside of the designated area defined in Exhibit 'B'

## OUTSTANDING ISSUES

Walmart would like the opportunity to advertise alcohol merchandise on some of its end cap areas at the end of aisles at various locations throughout the store. To be able to do that, Walmart must get an exemption to condition 8 of Resolution 13-68, from the Kerman City Council.

## DISCUSSION

In listening to the meeting of August 2013 when Council approved the alcohol license for Walmart, one of the main concerns was the problem of theft of alcoholic beverages from Walmart. In speaking with Chief Blohm, while we do get a number of calls at Walmart, none of them involve the theft of liquor. While it could be pointed out that one of the reasons for this is the restriction to limit liquor to a certain area, staffs experience is that most thefts of alcohol will usually be from smaller stores with usually one employee on duty. In discussions with Walmart management, if granted the exception, they will not put displays near exit points. Also Walmart has loss prevention specialist who help coordinate such displays to reduce the chance of theft.

Please note that the amendment to Condition No. 8 in the proposed resolution would allow the display of beer only outside of the designated area in Exhibit 'B' to be limited to end cap areas only and does not allow displays outside of the building or other areas. It should also be noted that no other licensee in the City of Kerman has this restriction as part of their liquor license.

**FISCAL IMPACT**

None

**PUBLIC HEARING**

None

**Attachments:**

- A. Approved Resolution 13-68 w/Exhibits
- B. Resolution w/Exhibit

Attachment 'A'

**RESOLUTION NO. 13-68**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN DETERMINING THAT THE GRANTING OF A TYPE 21 OFF-SALE ALCOHOL LICENSE FOR WALMART STORES, INC. WOULD (OR WOULD NOT) SERVE A PUBLIC CONVENIENCE OR NECESSITY FOR THE WALMART LOCATED AT 14061 W. WHITESBRIDGE ROAD, KERMAN, CA 93630**

WHEREAS, on August 21, 2013 the Planning & Development Services Department received an application for a finding of a public convenience or necessity (PCN Determination) from Walmart Stores, Inc. for a Type 21 license for off-sale beer, wine and distilled spirits located at 14061 W. Whitesbridge Road; and

WHEREAS, the California Department of Alcoholic Beverage Control (ABC) has determined that there is an over-concentration of off-site alcohol sales licenses in the City of Kerman (Census Tract 40.2); and

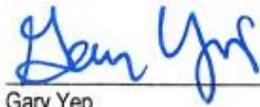
WHEREAS, on November 20, 2013 the City Council found and determined that issuance of the proposed off-site alcohol sales license would (or would not) serve a public convenience or necessity; and

NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kerman, based on the staff report and evidence received at the public meeting on the matter, the City Council hereby authorizes the Director of Planning and Development to submit a letter to ABC stating that the sale of beer, wine and distilled spirits would serve the public convenience with the conditions attached hereto in Exhibit 'A' and Exhibit 'B'.

Passed and adopted at a regular meeting of the City Council of the City of Kerman held on the 20<sup>th</sup> of November 2013, by the following vote:

- AYES: Jones, Dhaliwal, Wilcox
- NOES: None
- ABSENT: Fox
- ABSTAINING: Yep

The forgoing resolution is hereby approved.

  
 \_\_\_\_\_  
 Gary Yep  
 Mayor

ATTEST:  
  
 \_\_\_\_\_  
 Marci Reyes  
 City Clerk

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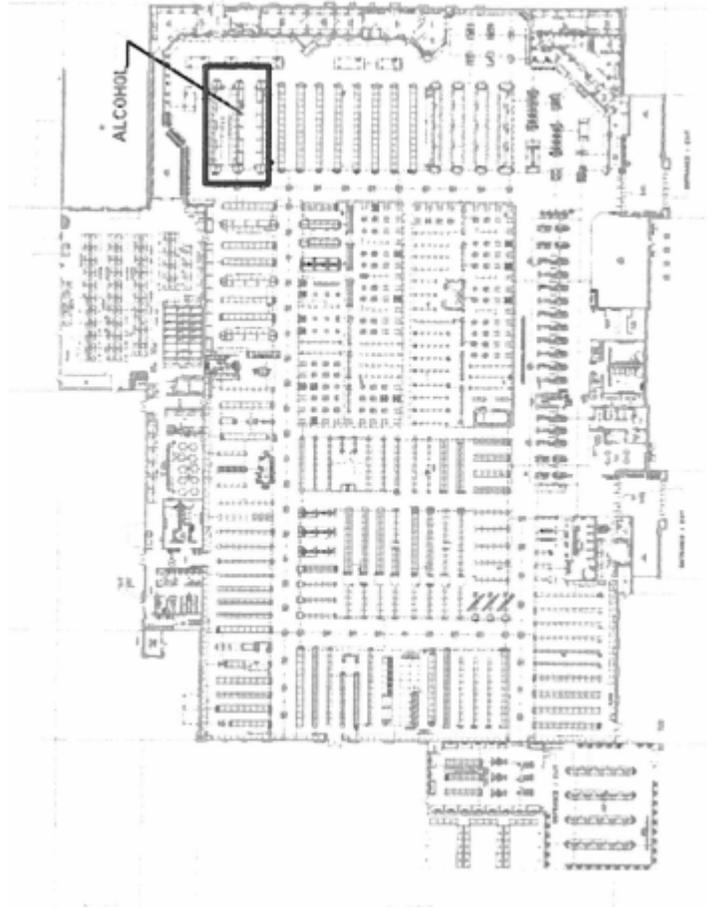
Exhibit 'A'

Conditions of Approval

1. Assign one contract security patrol person (from Securitas) to guard the front doors (a "roving guard ") during peak store hours (exact time to be determined). The roving guard will take the place of the parking lot patrol during this time.
2. Establish Emergency Vehicle parking space in front of the store (make existing emergency parking space "official ").
3. Sale of single containers of alcohol, beer /malt beverages shall be sold in original factory packages of a six - pack or greater (i. e., no breaking up of multi -pack containers).
4. No sale of 30 ml (airplane) bottles or flasks of distilled spirits.
5. Utilize locking caps or locking cabinet for select, high -theft distilled spirits. Items that cannot be capped will be placed in a locked cabinet.
6. When the City has established a program permitting private parties to hire Level 1 Recruits to provide security on private property, Walmart agrees to use the program to provide security for special events when a temporary use permit is required (i. e. Black Friday, outdoor sales, etc.).
7. Restrict the sale of alcohol during the hours of 6:00 a. m. to 12: 00 a. m.
8. Restrict all alcohol merchandise and /or display to the area designated in Exhibit' B'.
9. Wine coolers, whether made with wine or malt products, shall not be sold in quantities of less than a factory four -pack.
10. No advertisement of alcohol on the exterior of the building or on the premises.
11. Post and maintain on the premises and in the parking lot used in conjunction herewith, notices or signs of appropriate size, clearly visible to patrons of the store and parking lot and to persons on the public sidewalk stating the following or as modified for compliance with state law: "UNLAWFUL TO ENTER, BE OR REMAIN ON ADJACENT PARKING LOT OR ADJACENT PUBLIC SIDEWALK WITH AN OPEN ALCOHOLIC BEVERAGE CONTAINER. BP 25612.5 PC 647E (a); SCS 9. 92. 202

Exhibit 'B'

Alcohol Merchandise /Display Area



Attachment 'B'

RESOLUTION NO. 15-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
AMENDING CONDITION NO. 8 IN EXHIBIT A OF RESOLUTION NO. 13-68 RELATING TO DISPLAY OF  
BEER MERCHANDISE BY WALMART STORES, INC.

WHEREAS, pursuant to Council Resolution No. 13-68 (attached hereto), a letter was submitted to ABC regarding a Type 21 License to Walmart Stores, Inc. located at 14061 W. Whitesbridge Road, Kerman, California; and

WHEREAS, Resolution No. 13-68 included Exhibit A with eleven (11) conditions regarding the sale of alcohol by Walmart Stores, Inc.; and

WHEREAS, Walmart Stores, Inc. has requested that City amend Condition No. 8 in Exhibit A of Resolution No. 13-68; and

WHEREAS, Walmart Stores, Inc. is requesting the opportunity to display alcohol merchandise, primarily beer, to "end cap" areas at various locations in the store outside of the designated area identified in Condition No. 8 and illustrated in Exhibit 'B' of City of Kerman Resolution 13-68; and

WHEREAS, after review and analysis City staff believes amending Condition No. 8 to allow for the display of beer outside the current restricted area would not be detrimental to the public health and safety of the residents of the City.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERMAN as follows:

Section 1. The foregoing recitals are incorporated herein by reference as if fully set forth.

Section 2. Condition No. 8 in Exhibit A of Resolution No. 13-68 is amended to read as follows:

8. Restrict all alcohol merchandise and/or displays to the area designated in Exhibit 'B'. Notwithstanding this restriction, beer may be displayed at various "end caps" outside of the restricted area of Exhibit 'B'. This exception shall not apply to wine or distilled spirits.

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Section 3. Except as expressly amended above, Resolution No. 13-68 shall continue in full force and effect.

Section 4. This resolution shall become effective upon adoption.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 7th day of October, 2015 and passed at said regular meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

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Stephen B. Hill  
Mayor

ATTEST:

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Marci Reyes  
City Clerk

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Exhibit 'A'

Conditions of Approval

1. Assign one contract security patrol person (from Securitas) to guard the front doors (a "roving guard ") during peak store hours (exact time to be determined). The roving guard will take the place of the parking lot patrol during this time.
2. Establish Emergency Vehicle parking space in front of the store (make existing emergency parking space "official ").
3. Sale of single containers of alcohol, beer /malt beverages shall be sold in original factory packages of a six - pack or greater (i. e., no breaking up of multi -pack containers).
4. No sale of 30 ml (airplane) bottles or flasks of distilled spirits.
5. Utilize locking caps or locking cabinet for select, high -theft distilled spirits. Items that cannot be capped will be placed in a locked cabinet.
6. When the City has established a program permitting private parties to hire Level 1 Recruits to provide security on private property, Walmart agrees to use the program to provide security for special events when a temporary use permit is required (i. e. Black Friday, outdoor sales, etc.).
7. Restrict the sale of alcohol during the hours of 6:00 a. m. to 12: 00 a. m.
8. Restrict all alcohol merchandise and/or displays to the area designated in Exhibit 'B'. Notwithstanding this restriction, beer may be displayed at various "end caps" outside of the restricted area of Exhibit 'B'. This exception shall not apply to wine or distilled spirits.
9. Wine coolers, whether made with wine or malt products, shall not be sold in quantities of less than a factory four -pack.
10. No advertisement of alcohol on the exterior of the building or on the premises.
11. Post and maintain on the premises and in the parking lot used in conjunction herewith, notices or signs of appropriate size, clearly visible to patrons of the store and parking lot and to persons on the public sidewalk stating the following or as modified for compliance with state law: "UNLAWFUL TO ENTER, BE OR REMAIN ON ADJACENT PARKING LOT OR ADJACENT PUBLIC SIDEWALK WITH AN OPEN ALCOHOLIC BEVERAGE CONTAINER. BP 25612.5 PC 647E (a); SCS 9. 92. 202



# 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 & DEVELOPMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: OCTOBER 7, 2015

**To:** Mayor and City Council  
**From:** Jerry Jones, City Engineer  
**Subject:** Resolution Approving Reimbursement Agreement for Walmart Off-site Improvements

## RECOMMENDATION

Council by motion adopt resolution approving the Reimbursement Agreement with Walmart Real Estate Business Trust for off-site improvements installed for the development of their commercial shopping center.

## EXECUTIVE SUMMARY

Walmart was required to install various off-site improvements in connection with the development of their commercial center at the southwest corner of Whitesbridge Road and Goldenrod Avenues. This Agreement will memorialize the reimbursements due them for the cost of the improvements over and above their fair-share needed to mitigate their development and the City Development Impact Fees due for the project.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The development of the new Walmart store at the southwest corner of Whitesbridge Road and Goldenrod Avenue required the construction of various off-site improvements in order to mitigate the impacts of the new commercial center. Those improvements included 3 traffic signals, widening Whitesbridge Road and Goldenrod Avenue, 12-inch water mains, storm drain pipes and secondary water mains. In all of these cases the improvements installed contain additional capacity above that required to serve the Walmart center alone. For the traffic related improvements, the Traffic Impact Study included a "fair-share" calculation as to the percentage of the cost of the work that was attributable to Walmart.

The Traffic Impact Study also identified future long-term cumulative (year 2035) conditions that did not need to be constructed before the store opened, but for which Walmart should pay a portion of the cost of these improvements. Since these street improvements are so far in the future, the agreement allows for the payment for future mitigation measures to be subtracted from the reimbursement amounts, thereby reducing Walmart's reimbursements.

The City of Kerman has adopted Development Impact Fees to pay for major infrastructure improvements that will serve new developments. These major improvements are shown on the sewer, water and storm drain master plans for the City and the circulation element of the General Plan; and they are used in calculating the amounts for impact fees. Developers who install infrastructure for which fees are collected are eligible to receive credits in lieu of fee

payment and reimbursements for the cost of improvements in excess of their fee obligation. The Development Impact Fees charged to Walmart are shown on Exhibit A of the agreement as well as the credits received for construction.

The reimbursements due Walmart are detailed in Exhibit B of the Agreement and are summarized as follows:

Street Signals	\$554,090
Major Street (Inside travel lanes and medians)	\$111,524
Outside Travel Lanes	\$193,611
Oversize Water Mains	\$27,527
Storm Drain Facilities	\$45,790
Water Major Facilities	\$45,178

Reimbursements for these amounts will come only from impact fees collected from other developments.

**FISCAL IMPACT**

The amounts shown in the agreement will be added to the list of reimbursements to be paid as fees are collected from future developments.

**PUBLIC HEARING**

None.

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

**RESOLUTION NO. 15-\_\_**

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
APPROVING REIMBURSEMENT AGREEMENT WITH  
WALMART REAL ESTATE BUSINESS TRUST**

WHEREAS, Walmart Real Estate Business Trust (Walmart) has constructed certain street and utility improvements for public streets serving their commercial shopping center located at the southwest corner of Whitesbridge Road and Goldenrod Avenue (the project) within the City of Kerman and;

WHEREAS, Walmart is eligible to receive reimbursement for the amounts by which the cost of improvements constructed for the project exceeds their fair share percentage of cost and the amount of their Development Impact Fees which have been established by the City and;

WHEREAS, the City of Kerman and Walmart desire to memorialize the amounts of reimbursements due Walmart by means of a Reimbursement Agreement attached as Exhibit 'A'.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES that the Reimbursement Agreement shown in Exhibit 'A' is hereby approved and that the Mayor is authorized to sign the agreement on behalf of the City of Kerman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 7<sup>th</sup> day of October, 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:

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Marci Reyes  
City Clerk

Exhibit 'A'

**Kerman, California  
Store #5701-01**

**REIMBURSEMENT AGREEMENT**

**WALMART OFF-SITE IMPROVEMENTS**

THIS REIMBURSEMENT AGREEMENT (“AGREEMENT”) is made \_\_\_\_\_ 2015, (the “EFFECTIVE DATE”) by and between the CITY OF KERMAN, a Municipal Corporation hereinafter designated and called “CITY” and WALMART REAL ESTATE BUSINESS TRUST, a Delaware Statutory Trust, hereinafter designated as “OWNER”, without regard for number of gender.

**RECITALS**

OWNER has constructed certain street and utility improvements for the public streets serving a commercial shopping center developed by OWNER located within the corporate limits of the CITY and situated on the following described parcels:

Lots 11 and 12 of Tract No. 5928 according to the map thereof recorded in Book 80 of Plats at Pages 79, 80 and 81, Fresno County Records.

hereinafter designated as the “PROJECT.”

OWNER prepared an Environmental Impact Report for the PROJECT (“EIR”), and many of the mitigation measures proposed in the EIR were incorporated in a proposed voter initiative which was adopted as Chapter 17.49 of the Kerman Municipal Code.

The PROJECT was constructed in accordance with Chapter 17.49 of the Kerman Municipal Code.

### **AGREEMENT**

In consideration of the foregoing Recitals, which Recitals are incorporated herein by this reference, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in consideration of the mutual covenants contained herein, it is mutually agreed and understood by and between the OWNER and CITY as follows:

#### **A. REQUIRED IMPROVEMENTS**

OWNER and CITY hereby agree that OWNER has constructed all of the improvements required for the PROJECT pursuant to Chapter 17.49 of the Kerman Municipal Code, excepting certain improvements and reimbursements that are outside the scope of this agreement and are the subject of the “Reimbursement Agreement Regarding Railroad Crossing and Escrow Instructions” dated August 8, 2013.

#### **B. DEVELOPMENT FEES**

OWNER and CITY hereby agree that OWNER has paid public impact development fees (“DEVELOPMENT FEES”) or received the appropriate fee credit for sewer and water, storm drainage, traffic and other public facilities in the amounts designated as “Credit for Construction” or “Net Fee” as shown in Exhibit ‘A’ attached hereto and incorporated by this reference.

#### **C. REIMBURSEMENTS**

CITY and OWNER agree that OWNER is eligible to receive reimbursement for the amounts by which the cost of improvements constructed for the PROJECT by OWNER exceeds OWNER’S fair share percentage of cost and the amount of their DEVELOPMENT FEES as

shown in Exhibit B (“REIMBURSEMENT AMOUNTS”), attached hereto and incorporated by reference.

The REIMBURSEMENT AMOUNTS owed to OWNER by DEVELOPMENT FEE category are:

Street Signals	\$554,090
Major Streets	\$111,524
Outside Travel Lane	\$193,611
Oversize Water	\$27,527
Storm Drain Facilities	\$45,790
Water Major Facilities	\$45,178

The source of the reimbursement shall be from DEVELOPMENT FEES collected from other developments within the CITY, but in no event shall CITY be responsible for reimbursement from any source other than the categories of DEVELOPMENT FEES indicated above. Except as provided in the following Paragraph D, as the CITY accumulates DEVELOPMENT FEES in a category for which reimbursement is due, and for which there are no prior reimbursements due to third parties, CITY will pay the REIMBURSEMENT AMOUNT in whole, or in part, with interest to be paid at the Local Agency Investment Fund rate prevailing at the time of payment, with interest accruing from August 15, 2013.

OWNER is required by the Mitigation Measures contained in the EIR and Chapter 17.49 to make payments to the Street Signal Fee and Major Street Fee accounts to mitigate future traffic impacts. Payments for such future impacts have already been deducted from reimbursements due to OWNER for those accounts, as shown on Exhibit B. Accordingly, by executing this AGREEMENT, CITY acknowledges that OWNER shall be deemed to have satisfied any future obligations required by the Mitigation Measures contained in the EIR and Chapter 17.49 to make payments to the Street Signal Fee and Major Street Fee accounts.

**D. CITY'S DISCRETIONARY SCHEDULING OF PAYMENTS**

OWNER and CITY acknowledge that CITY must use DEVELOPMENT FEES to promote the orderly development of public infrastructure within CITY. By way of example only, and not as a limitation, the parties recognize and agree that a future development may require development of additional storm drain facilities, and that Storm Drain Facilities Fees that are assessed may necessarily be required to be used to construct such facilities, rather than used to reimburse OWNER at that time. CITY reserves its right to exercise its discretion to determine when DEVELOPMENT FEES in a specific category are available to pay reimbursement to OWNER, or alternatively, when such DEVELOPMENT FEES are required to be used to construct additional public facilities.

OWNER and CITY acknowledge that at the time of this AGREEMENT, other developers are owed and awaiting reimbursement for prior improvements constructed in the following categories and amounts owed to those developers:

Major Streets: \$454,475, owed from 8/3/04  
Storm Drain Facilities: \$153,700, owed from 9/21/05

The following funds presently have inadequate funding to make reimbursement at this time:

Oversize Water: \$0 (Current fund balance of \$139,745 is budgeted for use with Well 18)  
Water Major Facilities \$0 (Current fund balance of \$667,911 is budgeted for use with Well 18)

Traffic Signals: \$0 (Current fund balance of \$95,515 is budgeted for the Whitesbridge & Vineland signal).  
Outside Travel Lane; New Fee, no balance and no reimbursements owed.

**E. TERM**

The term of this AGREEMENT shall begin on the day, month and year duly executed by all parties and shall remain in effect until all the terms and conditions contained in this AGREEMENT are satisfied.

**F. ATTORNEY’S FEES**

In the event it becomes necessary for either party to bring an action with respect to enforcement of the provisions of this AGREEMENT the prevailing party in such action shall be awarded reasonable costs and attorney’s fees as may be determined by the Court.

**G. TIME OF ESSENCE**

Time is of the essence of this AGREEMENT, and the same shall bind and inure to the benefit of the parties hereto, their successors and assigns.

**H. NOTICES**

Except as otherwise expressly set forth herein, all written notices, communication, and payments required or permitted to be given or made under this Agreement shall be in writing and sent by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) personal delivery, or (iii) a recognized overnight carrier that provides proof of delivery, and shall be addressed as follows:

**If to Walmart:**

Walmart Real Estate Business Trust  
Attn: Property Manager  
(Ref: Kerman, California  
Store No. 5701-01)  
2001 SE 10<sup>th</sup> Street  
Bentonville, AR 72716-0550

**If to City:**

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

With a copy to:

Walmart Real Estate Business Trust Attn: President  
(Ref: Kerman, California Store No. 5701-01)  
2001 SE 10th Street Bentonville, AR 72716-0550

With a copy to:

City Attorney  
Hilda Cantu Montoy  
2125 Kern Street, Suite 308  
Fresno, CA 93721

With a copy to:

Gresham Savage Nolan & Tilden  
Attn: J. Matthew Wilcox, Esq.  
(Ref: Kerman, California  
Store No. 5701-01)  
550 E. Hospitality Lane, Suite 300  
San Bernardino, CA 92408

Notices shall be deemed effective upon receipt or rejection only. If any party hereto desires to change its address for the purpose of receipt of notice, such notice of change of address shall be given in the manner specified herein. However, unless and until such written notice of change is actually received, the last address and addressee as stated by written notice, or provided herein if no written notice of change has been received, shall be deemed to continue in effect for all purposes hereunder.

## **I. ATTACHED EXHIBITS**

This AGREEMENT includes the following Exhibits, which are included herewith and made a part of this AGREEMENT:

- a. Exhibit A – City of Kerman Development Impact Fees
- b. Exhibit B – Reimbursements

***[SIGNATURES APPEAR ON NEXT PAGE]***

The parties have executed this AGREEMENT on the day and year first written above.

Individual signing for OWNER certify that he/she is an agent or officer of the respective principals with authority to bind the principals to this AGREEMENT.

CITY:

OWNER:

CITY OF KERMAN  
A Municipal Corporation

WALMART REAL ESTATE BUSINESS TRUST,  
a Delaware Statutory Trust

\_\_\_\_\_  
John Kunkel, City Manager

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Its: \_\_\_\_\_

Attest:

\_\_\_\_\_  
Marci Reyes, City Clerk

Approved as to Form:

\_\_\_\_\_  
Hilda Cantu Montoy, City Attorney

\_\_\_\_\_  
Jerry Jones, City Engineer

Exhibit 'A'

**CITY OF KERMAN DEVELOPMENT IMPACT FEES**

GROSS AREA = 18.3 AC  
 WATER UNITS = 9.5 UN  
 SEWER UNITS = 8.2 UN  
 BUILDING VALUATION = 153,090 (x \$100)  
 BUILDING AREA = 154,684 SF

FEE	QUAN	RATE	FEE	Credit for Construction	NET FEE
ADMINISTRATIVE FEE	154,684 SF	\$0.10	\$15,468		\$15,468
PUBLIC BUILDING FACILITIES	18.30 AC	2,442	44,689		44,689
FIRE STATION & EQUIPMENT	154,684 SF	0.157	24,285		24,285
STORM BASIN ACQUISITION	18.30 AC	1,623	29,701		29,701
STORM DRAIN FACILITIES	18.30 AC	6,893	126,142	\$126,142	0
WATER OVERSIZE	18.30 AC	512	9,370	9,370	0
WATER MAJOR FACILITIES	9.5 UN	901	8,560	8,560	0
SEWER OVERSIZE	18.30 AC	1,107	20,258	17,986	2,272
SEWER MAJOR FACILITIES	8.2 UN	2,219	18,196		18,196
MAJOR STREETS	18.30 AC	4,204	76,933	76,933	0
STREET SIGNALS	18.30 AC	939	17,184	17,184	0
RAILROAD CROSSINGS	18.30 AC	1,199	21,942	21,942	0
GENERAL PLAN UPDATE	153,090	0.08	12,247		12,247
<b>Total</b>					<b>\$146,859</b>

12-176\WAL MART FEES

Exhibit 'B'

REIMBURSEMENTS

Mitigation Measure (1)	Item	Fair Share Percentage (2)	Improvement Cost (3)	Fair Share	Reimbursement Amount
<b>STREET SIGNALS</b>					
Trans -1b	Siskiyou & Whitesbridge Rd. Traffic Signal	12.9%	\$427,348	\$55,128	\$372,220
Trans -1c	Del Norte & Whitesbridge Traffic Signal	17.3%	\$342,382	\$59,232	\$283,150
Trans - 1e	Goldenrod & Whitesbridge Traffic Signal	32.9%	\$254,295	\$83,663	\$170,632
	Sub-total Street Signals				\$826,002
	Less City Impact Fee Obligation (18.30 ac x \$939)				(\$17,184)
	Less Future Mitigation Measure Payment				
	Trans 3a - Jensen & Madera Signal				(\$55,778)
	Trans 3b - Dual left turns at 145-180				(\$198,950)
	Net Street Signal Reimbursement				\$554,090
<b>MAJOR STREETS</b>					
Trans - 1e	Goldenrod Center travel lanes	32.9%	\$129,835	\$42,716	\$87,119
Trans - 3-f	Whitesbridge Widening to 4 lanes Center Travel Lanes				
	Madera to Vineland	35.1%			
	Vineland to Goldenrod	40.3%	\$259,954	\$104,761	\$155,193
Trans - 1f	Goldenrod Ave. Access	58.7%	\$1,000	\$587	\$413
Trans - 2a	Goldenrod & Stanislaus All-way Stop	58.7%	\$1,000	\$587	\$413
Trans - 2b	Madera & Whitesbridge re-stripe southbound left turn lane	17.3%	\$1,200	\$208	\$992
	Sub-total Major Street				\$244,130
	Less City Impact Fee Obligation (18.30 ac x \$4,204)				(\$76,933)
	Less Future Mitigation Measure Payment				
	Trans 3c - Left turn lanes at Kearney & Goldenrod				(\$55,673)
	Net Major Street Reimbursement				\$111,524
<b>OUTSIDE TRAVEL LANE</b>					
Trans - 3-f	Whitesbridge Widening to 4 lanes Outside Travel Lane				
	Madera to Vineland	35.1%	\$48,483	\$17,018	\$31,465
	Vineland to East Limit	40.3%	\$226,376	\$91,230	\$135,146
Trans - 3e	Goldenrod Widening to 4 lanes Outside Travel Lane	62.0%	\$71,049	\$44,050	\$26,999
	Net Outside Travel Lane Reimbursement				\$193,611
<b>OTHER CITY IMPACT FEES</b>			Improvement Cost	Impact Fee Obligation	Reimbursement Amount
	Oversize Water		\$36,897	\$9,370	\$27,527
	Storm Drain		\$171,932	\$126,142	\$45,790
	Water Major Facilities		\$53,738	\$8,560	\$45,178

Notes

- (1) Mitigation Measures from Wal-Mart Environmental Impact Report
- (2) Fair share from Wal-Mart Traffic Impact Study
- (3) Wal-Mart share of improvement costs per agreement with East Kerman Development



# 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: FINANCE  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: OCTOBER 7, 2015

To: Mayor and City Council  
From: Toni Jones, Finance Director  
Subject: Purchase of Seven (7) 2016 Ford Explorers Through the State of California Department of Government Services Cooperative Purchasing Agreement for the Police Department

## RECOMMENDATION

Authorize the Finance Director to issue a Purchase Order for seven (7) 2016 Ford Explorers for a total of \$198,471.50 to Folsom Lake Ford in Sacramento.

## EXECUTIVE SUMMARY

As recommended by the Chief of Police and approved by the City Council, the City is purchasing seven (7) 2016 Ford Explorer Interceptors for a total of \$198,471.49. Additional costs to equip the vehicles will be incurred once the vehicles are manufactured and delivered from the Ford dealer. The cost to equip each vehicle is estimated at \$10,399.75 or \$72,798.25 for seven. The total cost for the seven vehicles plus equipment and labor is \$271,269.81.

The City's Internal Service Fund (ISF) budgeted \$130,000 in fiscal year 2015/16 for the replacement of five (5) used vehicles from the Missouri Highway Patrol at \$26,000 each. The Chief requested new vehicles and the City Council approved the purchase and determined the additional funds needed to purchase/outfit the vehicles in the amount \$141,270 would be funded through a loan from the General Fund to the ISF. The ISF will pay an interest rate of 3% with annual payments over five (5) years in the amount of \$30,846.95. Total interest paid for the term of the loan will be \$12,964.75.

## OUTSTANDING ISSUES

None

## DISCUSSION

The State of California, Department of Government Services (DGS) recently completed a formal Request for Proposal for the Ford Interceptor and the bid was awarded to Folsom Lake Ford. To ensure the City was receiving the best price staff contacted a local Ford dealer, Future Ford of Clovis, which is used by other public safety agencies, for comparison but the local price was slightly higher. The City's purchasing policy allows the City to "piggyback" on contracts for cooperative purchases without obtaining additional bids.

The Chief reviewed the vehicle with accessories and chose to not include Ballistic Door panels therefore the State price was adjusted \$2,500 less but other accessories were determined by Chief to be necessary resulting in a total price per vehicle in the amount of \$28,353.07 including taxes, shipping and fees from Folsom Lake Ford in Sacramento.

Comparing the same vehicle with Future Ford in Clovis the total price per vehicle is \$29,103.05 a difference of \$749.98 higher per vehicle or \$5,249.86 total.

Exhibit 'A' attached are bids from both dealers; Folsom Lake Ford and Future Ford of Clovis. Staff is recommending the bid be awarded to Folsom Lake Ford through the State Bid contract. The cost of delivery of the vehicles from Sacramento to Fresno is included in the total purchase price of \$28,353.07 per vehicle. Folsom Ford is estimating twelve to fourteen weeks for delivery of the vehicles.

The City's policy is for new vehicles to be assigned to the front line police officers and administrative staff vehicles are rotated with the used front line vehicles to ensure the officers on patrol have the best equipment possible to perform their duties effectively and efficiently.

## FISCAL IMPACT

The Internal Service Fund (ISF) will fund \$130,000 (2015/16 budgeted amount) and the General Fund will loan the ISF the remaining \$141,270 to purchase and outfit the seven vehicles. Annual debt service payments in the amount of \$30,847 for five years will be paid from the ISF to the General Fund for the initial purchase. The annual debt service will be expensed to the Police Department budget along with operation/maintenance and replacement costs on the entire police fleet. As the current fleet continues to age additional vehicles will need to be purchased creating more of a burden on the General Fund to pay for these vehicles if the Council chooses to continue to purchase new versus used vehicles.

The basis of the ISF is to have the funds set aside to purchase replacement vehicles when necessary but the current funding level was based on used vehicles not new, a difference of \$26,000 vs. \$38,753 or \$12,753 more per vehicle. The ISF will not be able to collect funds for the replacement of the vehicles until after the debt service is paid (5 years) then the following five years funds will be collected for future replacement costs based on a ten year life of the vehicles. If the ten year life is not sustainable the City will have not have the funds in reserve for replacements and the additional future costs will have to be paid from the General Fund.

The City Manager and Finance Director discussed the financial impact and believe the only viable option was to smooth out the impact on the General Fund over a ten year life cycle; five years debt service and five years set aside for future replacement, but are not confident the ten year life is sustainable. A more realistic projection would be a seven (7) to eight (8) year life. If this is the case the City might need to look for alternative revenue sources to cover the deficit.

## PUBLIC HEARING

None Required

Attachments:

- A: Folsom Lake Ford and Future Ford of Clovis quotes
- B: Cooks Communications

Attachment 'A'

PRICE QUOTATION  
FOLSOM LAKE FORD  
12755 FOLSOM BLVD.  
FOLSOM, CA 95630  
(916) 351-4202 - Direct

Date: 9/9/2015

---

To: Chief Joseph Blohm & Toni Jones / City of Kerman P.D. (Patrol Units)  
From: Mark A. Paoli / Folsom Lake Ford  
Subject: Pricing for 2016 Ford Interceptor (State of California Contract #1-15-23-14B)

---

\$27,672.00 - Bid Price (State of California Contract Vehicle - Interceptor Utility AWD)  
-2,490.00 - Ballistic Door Panel Delete  
\$25,182.00 - Subtotal (Bid Price Less Deletions)  
550.00 - Four White Doors per Image Dated 7/24/15 (CAL)  
284.00 - SYNC - Voice Activated Communications (53M)  
126.00 - Police Wire Harness Connector Kit - Rear (21P)  
121.00 - Front Headlamp / Police Interceptor Housing Only (86P)  
100.00 - Police Wire Harness Connector Kit - Front (47C)  
59.00 - Tail Lamp / Police Interceptor Housing Only (86T)  
50.00 - Dome Lamp - Red/White in Cargo Area (17T)  
\$26,472.00 - Selling Price  
2,177.32 - Sales Tax (8.225%)  
195.00 - Delivery to Cooks Communications in Fresno, CA  
8.75 - California Tire Fee  
\$28,853.07 - Total Price (EACH)

Payment Terms: \$500.00 Discount Per Unit 20 Days or Net 30.

Note: Dark Car Feature, Dual Incandescent Spot Lamps, Front License Plate Bracket, Heated Sideview Mirrors, Noise Suppression, Rear View Camera and Reverse Sensing Included In Bid.

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Attachment 'A' (cont'd)

**Toni Jones**

---

**From:** markpaoli@folsomlakeford.com  
**Sent:** Wednesday, September 09, 2015 11:38 AM  
**To:** Toni Jones  
**Subject:** 2016 Ford PI Utility Quote Revision  
**Attachments:** Kerman P.D. Revision.pdf

Hello Toni,

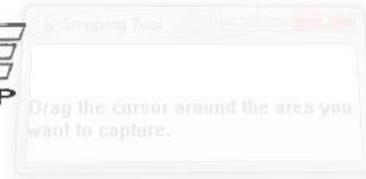
Here is the revised quote for the 2016 Ford PI Utility to include delivery charges to Cooks Communications in Fresno, CA. Also per our conversation as the City of Kerman operates on exempt license plates there are no DMV fees and Folsom Lake Ford will apply for the plates at no additional charge. If there is anything more you need please do not hesitate to contact me.

Enjoy your day!

Mark A. Paoli  
Government Sales Manager  
Folsom Lake Ford  
12755 Folsom Blvd  
Folsom, CA 95630  
Direct: 916-351-4202  
Text: 916-666-5727  
Fax: 916-353-2078  
Email: [markpaoli@folsomlakeford.com](mailto:markpaoli@folsomlakeford.com)  
Fleet Website: <http://www.folsomlakefordfleet.com>

---

Attachment 'A' (cont'd)



2016 EXPLORER 4-DOOR Page: 1 of 1  
 Order No: 0008    Priority: LI    Ord FIN: Q815    Order Type: SR    Price Level: 005  
 Ord Under: 000A    Cust/Plc Name: CITY OF KERMA    PO Number:  
 RETAIL    RETAIL

88A	STR AND POLICE	336930	43D	COURTESY DISSEL	620
	112.6" WB		47C	WIRING KIT-FBI	100
Y2	EXFORD WHITE		51X	TOTAL SPOT LEMPS	340
3	1.7M BKTS/VNL 3		60P	NOISE SUPPRESS	100
X	ECONE INTERIOR		70R	REVERSE SENSING	200
800A	EQUIP OPT		80B	FAT LMP HOUSING	100
	UPPER SINGLE LL		86T	RR TAILLAMP HSG	00
99B	1.5.7L V6 11PET	NO		SP DLS BODY ADO	
40C	1.0-JOB AUTO TRAP	NO		SE 2LT BODY CP	
50M	SYNO SYSTEM	NO		MULTI CHARGE	
	SA BOARD FEEDS	NO	84A	NET TRV ECU OPT	NO
	FBI LICENSE BKT	NO		1.050 ANA DELIV	948
17C	CARGO BOND LAMP	50		TOTAL BASE AND OPTIONS	33885
91P	WIRING KIT-SP	100		TOTAL	33885
43Z	CALIF EMISSIONS	NO		*THIS IS NOT AN INVOICE*	
F1=Help		F2=Return to Order		F3=F10-Veh Ord Menu	
F4=Search		F5=Add to Library			

8099 - PRESS F1 TO SUBMIT  
 For Details: 001V8-0-010-01  
 Sep 8, 2015 9:38:25 AM

Your cost now with  
 out painting doors and New  
 pricing  
 \$ 26,225.00  
 + Fee

\$ 26,225.00  
 2157.01 Sales Tax @ 8.225%  
 8.75 Tire Fee  
 29.00 DMV Fee  
 -----  
 28,419.76  
 683.29 Painting  
 -----  
 29,103.05

<https://www.dealer.webconnect.ford.com/switch.html>

9/8/2015

Attachment 'B'



160 North Broadway  
 Fresno, CA 93701-1592

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Kerman**  
 850 S Madera Ave  
 Kerman, CA 93630-0000

Phone: (559) 846-9384  
 Fax: (559) 846-6199

Ship To: **Public Works**  
 15201 W. California Ave  
 Kerman, CA 93630-0000

# Estimate

Customer No.: KERMANCITY  
 Quote No.: 5301

Date	Ship Via	F.O.B.	Terms		
06/22/15	Up-Fit Shop	Origin	Net Next EOM		
Purchase Order Number		Sales Person	Required		
		Derek Marchini	06/22/15		
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped				
***PATROL FPI Utility***					
1		LGD45	Fed Sig Legend 45" LED Light Bar w/ROC Technology	1425.00	1425.00
1		HKB-FPIU13	Fed Sig Hook Kit fits FPI Utility	0.00	0.00
1		SS2000SM-SD	Fed Sig SmartSiren	695.00	695.00
1		RMK	Fed Sig SmartSiren Remote Mount Kit	50.00	50.00
1		MNCT-SB	Federal Signal PA Mic	0.00	0.00
1		ES100C	Federal Signal 100 watt Siren Speaker	195.00	195.00
1		ESB-EXP07	ES100 Speaker Bracket for FPI Utility 2013	19.00	19.00
1		TP-US-SS-TRO	Universal Sedan Partition 1/2 Mesh Vinyl Dipped 1/2 Poly Card	515.00	515.00
1		2-SAB-FDUV-BE	Troy Big Boy Partition Mount Ford FPI Utility	0.00	0.00
1		KP-UV-DAP-SS	Troy Lower Kick Panel fits Ford FPI Utility w/Big Boy Mount	125.00	125.00
1		GM-SGAR-MNT	Troy Dual-Weapon Mount with locks	335.00	335.00
1		CC-FDUV-14	Troy 14" Console fits '13 Ford Interceptor Utility Vehicle	276.00	276.00
1		AC-INBHG	Troy 4" Dual Beverage Holder	42.00	42.00
1		CM-SDMT-SL-LI	Troy Heavy Duty Sliding	449.00	449.00

Thank You

Attachment 'B' (cont'd)



160 North Broadway  
 Fresno, CA 93701-1592

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Kerman**  
 850 S Madera Ave  
 Kerman, CA 93630-0000

Phone: (559) 846-9384  
 Fax: (559) 846-6199

# Estimate

Customer No.: KERMANCITY  
 Quote No.: 5301

Ship To: **Public Works**  
 15201 W. California Ave  
 Kerman, CA 93630-0000

Date		Ship Via	F.O.B.	Terms	
06/22/15		Up-Fit Shop	Origin	Net Next EOM	
Purchase Order Number		Sales Person		Required	
		Derek Marchini		06/22/15	
Quantity		Item Number	Description	Unit Price	Amount
Required	Shipped				
			Docking Station/Laptop Mount System		
1		7160-0318-04	GJ Docking Station for Panasonic CF30/31. No RF. w/Internal P.S.	895.00	895.00
1		AC-MCM1	Troy Mic Clip	21.00	21.00
2		ROOF-FT-NITI	Stico Flexi-Whip Antenna 136mhz-1ghz. Includes coax.	65.00	130.00
2		RFU505ST	PL259 For RG58	5.00	10.00
1		FPI13-LR	Emergency Door Lock Release for Prisoner Compartment	50.00	50.00
1		5029	12 Circuit Water Resistant Fuse Block w/Cover	39.00	39.00
1		5029 FPI MNT B	Mounting Bracket for 5029 Fuse Block. Fits '13 FPI Utility	25.00	25.00
1		BK0534EPL06	Setina PB400 Push Bumper FPI Utility	295.00	295.00
1		TP-FDUV-RLS	Troy Rear & Side Partition w/Plexiglass. Fits FPI Utility	555.00	555.00
1		CP-UV-CARGO-	Troy Hinged Platform Cargo Rear Mount	295.00	295.00
1		AC-UV-HATCH	Troy Window Barrier fits Ford FPI Utility Hatch Window	95.00	95.00
1		GRAPHICSPAC	Graphics Package for Public Safety Vehicle	350.00	350.00
1		FHL2-SC	Fed. Sig. Headlight	55.00	55.00

Thank You

Attachment 'B' (cont'd)



160 North Broadway  
 Fresno, CA 93701-1592

Phone: (559) 233-8818 (559) 268-8506

Quote To: **City of Kerman**  
 850 S Madera Ave  
 Kerman, CA 93630-0000

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Customer No.: KERMANCITY  
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Ship To: **Public Works**  
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 Kerman, CA 93630-0000

Date	Ship Via	F.O.B.	Terms	
06/22/15	Up-Fit Shop	Origin	Net Next EOM	
Purchase Order Number		Sales Person	Required	
		Derek Marchini	06/22/15	
Quantity	Item Number	Description	Unit Price	Amount
Required	Shipped	B.O.		

Quantity	Item Number	Description	Unit Price	Amount
		Flasher		
1	CP-GBCAP-40	Troy Storage Box Lockable T-Handle 40x22x6.5	825.00	825.00
1	LAISREG	Shop Installation Complete Patrol Car Up-Fit, Utility SUV	1995.00	1995.00
Quote subtotal				9761.00
Sales tax @ 8.225%				638.75
Quote total				10399.75

We appreciate your continued patronage

Thank You



# 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: CITY MANAGER  
STAFF REPORT  
CITY COUNCIL MEETING

COUNCIL MEETING DATE: OCTOBER 7, 2015

To: Mayor and City Council  
From: John Kunkel, Interim City Manager  
Subject: Resolution Approving Contract Planning Services

## RECOMMENDATION

Council by motion adopt resolution approving proposal from Collins and Schoettler for contract planning services.

## EXECUTIVE SUMMARY

The planning function was previously done by the former City Manager; with his departure, the City has been without the services of a certified planner. Most of the duties required in that department have been carried out by the planning technician, Olivia Pimentel. The City has requested proposals for contract planning services and received two proposals: The firm of Collins and Schoettler and Provost and Pritchard.

## OUTSTANDING ISSUES

Based on the proposals submitted, choose the proposal which serves the needs of the City best.

## DISCUSSION

Both proposals call for hourly rates for services rendered. Each firm has extensive experience in planning for municipal agencies. Both firms submitted quotes based on hourly rates. Collins and Schoettler's price quoted was \$90 per hour. Provost and Pritchard quoted a price range of \$95-\$120.00 per hour. Additionally, Collins and Schoettler were the previous contract planners for the City prior to Mr. Patlan's arrival.

## FISCAL IMPACT

The 2015-16 budget has \$50,000 budgeted for contract planning services. The amount budgeted should be more than enough to cover services rendered.

## PUBLIC HEARING

None

## Attachments:

- A. Resolution w/Exhibits
- B. Proposals submitted

Attachment 'A'

RESOLUTION NO. 15-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
APPROVING CONTRACT PLANNING SERVICES WITH  
COLLINS AND SCHOETTLER

WHEREAS, the City of Kerman desires a contract for planning services and

WHEREAS, The City of Kerman desires to engage a planner to provide services by reason of its qualifications and experience for performing such services; and

WHEREAS, Collins and Schoettler has provided a proposal outlining the scope of services.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERMAN here authorizes the City Manager to execute agreement with Collins and Schoettler (Exhibit 'A') which incorporate the terms of the proposal.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 7th day of October, 2015 and passed at said regular meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

\_\_\_\_\_  
Stephen B. Hill  
Mayor

ATTEST:

\_\_\_\_\_  
Marci Reyes  
City Clerk

Exhibit 'A'

AGREEMENT BETWEEN THE CITY OF KERMAN AND  
COLLINS AND SCHOETTLER FOR PLANNING SERVICES

This agreement is made and entered into effective on \_\_\_\_\_, by and between the City of Kerman, a California municipal corporation (hereinafter referred to as "CITY") and Collins and Schoettler, (hereinafter referred to as "CONSULTANT").

RECITALS

WHEREAS, CITY desires to obtain planning services; and

WHEREAS, CONSULTANT is engaged in the business of furnishing technical and expert services in the field of planning as described in CONSULTANT'S Proposal for services to CITY which is attached hereto and incorporated by reference as "Exhibit B" and hereby represents that it desires to and is professionally and legally capable of performing the services called for by this Agreement; and

WHEREAS, this Agreement will be administered for CITY by City Manager.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals which are part of this Agreement and the terms and conditions hereinafter contained, it is mutually agreed as follows:

1. Scope of Services. CONSULTANT shall perform to the satisfaction of CITY services as requested by CITY relating to Planning Services.
2. Term of Agreement. This Agreement shall be effective from the date first set forth above and shall continue in full force and effect through October 31, 2016.
3. Compensation. As presented in Exhibit 'B' to this agreement.
4. Termination.

Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In the event of termination, all finished or unfinished documents, reports, or other materials prepared by CONSULTANT under this Agreement shall become CITY'S property. CONSULTANT shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

5. Indemnification.

To the furthest extent allowed by law, CONSULTANT shall indemnify, hold harmless, and defend CITY and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of CONSULTANT, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

6. Insurance.

(a) Throughout the life of this Agreement, CONSULTANT shall pay for and maintain in full force and effect all insurance as required in Exhibit "A" or as may be authorized, and any additional insurance as may be required, in writing by City Manager or her designee at any time and in her sole discretion.

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

7. Nondiscrimination. To the extent required by controlling federal, state, and local law, CONSULTANT shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Independent Contractor. In the furnishing of the services provided for herein, CONSULTANT is acting solely as an independent contractor. Neither CONSULTANT, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of CITY for any purpose. CITY shall have no right to control or supervise or direct the manner or method by which CONSULTANT shall perform its work and functions. However, CITY shall retain the right to administer this Agreement so as to verify that CONSULTANT is performing its obligations in accordance with the terms and conditions thereof.

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

10. Assignment. This agreement is personal to CONSULTANT and there shall be no assignment by CONSULTANT of its rights or obligations under this Agreement without the prior written approval of the City Manager or her designee.

11. Compliance With Law. In providing the services required under this Agreement, CONSULTANT shall at all times comply with all applicable laws of the United States, the State of California, and CITY, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.
12. Waiver. The waiver by either party of a breach by the other of any provision of this Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Agreement. No provisions of this Agreement may be waived unless in writing and signed by all parties to this Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.
13. Governing Law and Venue. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California.
14. Headings. The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.
15. Severability. The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.
16. Interpretation. The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.
17. Attorneys' Fees. If either party is required to commence any proceeding or legal action to enforce or interpret any term, covenant, or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorneys' fees and legal expenses.
18. Exhibits. Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.
19. Precedence of Documents. In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement, shall be null and void.
20. Cumulative Remedies. No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

21. No Third Party Beneficiaries. The rights, interests, duties and obligations defined within this Agreement are intended for the specific parties hereto as identified in the preamble of this Agreement. Notwithstanding anything stated to the contrary in this Agreement, it is not intended that any rights or interests in this Agreement benefit or flow to the interest of any third parties.

\*\*\*\*\*

CITY OF KERMAN

[Consultant Name]

By: \_\_\_\_\_  
City Manager

By: \_\_\_\_\_

Date: \_\_\_\_\_  
ATTEST:

Date: \_\_\_\_\_

By: \_\_\_\_\_  
Marci Reyes  
City Clerk

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## INSURANCE REQUIREMENTS

CONSULTANT shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the CONSULTANT, its agents, representatives, or employees.

### MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage shall be at least as broad as:

1. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis for bodily injury and property damage, including products-completed operations, personal injury and advertising injury, with limits no less than \$1,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
2. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if CONSULTANT has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than \$1,000,000 per accident for bodily injury and property damage.
3. **Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease.

If the CONSULTANT maintains higher limits than the minimums shown above, the Entity requires and shall be entitled to coverage for the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the Entity.

### Other Insurance Provisions

The insurance policies are to contain, or be endorsed to contain, the following provisions:

#### *Additional Insured Status*

The Entity, its officers, officials, employees, and volunteers are to be covered as additional insureds on the auto policy with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the CONSULTANT; and on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the CONSULTANT including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the CONSULTANT'S insurance (at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 20 37 forms if later revisions used).

### ***Primary Coverage***

For any claims related to this contract, the CONSULTANT'S insurance coverage shall be primary insurance as respects the Entity, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the Entity, its officers, officials, employees, or volunteers shall be excess of the CONSULTANT'S insurance and shall not contribute with it.

### ***Notice of Cancellation***

Each insurance policy required above shall state that coverage shall not be canceled, except with notice to the Entity.

### ***Waiver of Subrogation***

CONSULTANT hereby grants to Entity a waiver of any right to subrogation which any insurer of said CONSULTANT may acquire against the Entity by virtue of the payment of any loss under such insurance. CONSULTANT agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the Entity has received a waiver of subrogation endorsement from the insurer.

### ***Deductibles and Self-Insured Retentions***

Any deductibles or self-insured retentions must be declared to and approved by the Entity. The Entity may require the CONSULTANT to provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the Entity.

### ***Claims Made Policies***

If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least five (5) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the CONSULTANT must purchase "extended reporting" coverage for a minimum of *five (5) years* after completion of contract work.

### ***Verification of Coverage***

CONSULTANT shall furnish the Entity with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received and approved by the Entity before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the CONSULTANT'S obligation to provide them. The Entity reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

***Subcontractors***

CONSULTANT shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that Entity is an additional insured on insurance required from subcontractors.

***Special Risks or Circumstances***

Entity reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

Exhibit 'B'

**Collins & Schoettler**  
PLANNING CONSULTANTS

Urban Planning • Environmental Analysis • Design Review



June 17, 2015

Luis Patlan, City Manager  
City of Kerman  
850 S. Madera Avenue  
Kerman, CA 93630

**RE: Proposal for Planning Services**

Dear Luis:

Thank you for calling to discuss Kerman's planning needs going forward. As you know we are a full-service firm that provides day-to-day contract planning services as well as a myriad of other planning products, including environmental studies, housing elements, general plans, zoning codes, design guidelines and more. I have attached a document that given an overview of our firm and the services we provide.

Currently, we serve as contract city planners for the cities of Woodlake, Exeter, Farmersville, Firebaugh, Arvin, Kingsburg and Livingston. In addition, we have worked with many other Valley cities in recent years including Kerman, Madera, Reedley, Sanger, Avenal, Taft, San Joaquin, Orange Cove and the County of Tulare. As you know we served as Kerman's planners for many years up to the time you were hired. As such we are very familiar with the community, its issues and planning needs.

Our proposal for Kerman would be that for our other client cities: \$90 per hour. David Brletic of our staff would be the primary contact for Kerman with backup provided by myself, Holly Owen and Greg Collins as needed.

In regards to our current contract cities, we are responsible for all matters pertaining to planning, and often times, projects dealing with economic development and grant applications. Typically, each of us maintains office hours one day a week in each of our client cities. In addition, we work on planning applications and projects for our clients at our offices in Visalia when we are not keeping office hours in the city.

Along with maintaining office hours in our client cities, we also attend all Planning Commission meetings as well as City Council meetings (when asked to attend).

Collins & Schoettler  
*Proposal to the City of Kerman*

There are numerous benefits associated with contracting with Collins & Schoettler but let me highlight just a few.

- Major planning documents (e.g. zoning ordinances, General Plan updates, Housing elements and environmental reports) can often be completed by us in-house for about 1/4 to 1/2 the cost of putting out a Request for Proposal.
- We are a small firm and very responsive. When you call you speak to one of the principals.
- There is an economy of scale by contracting with our firm because Kerman may require a planning document, policy or report that we have already prepared for another city.
- Planning activity varies from week to week and month to month. The cost of providing planning services should parallel the workload – meaning savings for the City.
- The cost of processing planning applications, which includes field work, report writing, preparation of resolutions/ordinances, and attending public meetings, should be covered by a city's application fee. If needed we can update the city's planning fee schedule to ensure that the cost of planning services is met with a reasonable planning application fee that covers the cost of the process.
- Collins & Schoettler is an award-winning planning firm that only contracts with public entities (not private developers). This ensures that conflicts of interest do not surface when we are working for our public clients. The firm has received numerous Central California APA (American Association of Planners) awards as well as a first place national award for the 2025 Farmersville General Plan – the first and only such award for a city in the San Joaquin Valley.
- Kerman may be faced with a planning or development problem or opportunity that we have confronted in one of our other client cities. Rather than "reinvent the wheel", Kerman could use an approach that has been successful in other cities.

Again we thank you for the opportunity to serve Kerman. Let me know if you have any questions or need additional information.

Sincerely,



Karl Schoettler, Principal  
Collins & Schoettler, Planning Consultants

Attachment 'B'

**Collins & Schoettler**  
PLANNING CONSULTANTS

Urban Planning • Environmental Analysis • Design Review



June 17, 2015

Luis Patlan, City Manager  
City of Kerman  
850 S. Madera Avenue  
Kerman, CA 93630

**RE: Proposal for Planning Services**

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---

1002 W. Main St. • Visalia, CA • (559) 734-8737 • (fax) 734-8767 • e-mail: [kurl@weplancities.com](mailto:kurl@weplancities.com)  
[weplancities.com](http://weplancities.com)

**Collins & Schoettler**  
*Proposal to the City of Kerman*

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Again we thank you for the opportunity to serve Kerman. Let me know if you have any questions or need additional information.

Sincerely,



Karl Schoettler, Principal  
Collins & Schoettler, Planning Consultants

*Scope of Services*

**Collins & Schoettler**  
PLANNING CONSULTANTS

- *Contract Planning*
- *General Plans*
- *Specific Plans and Master Plans*
- *Zoning Ordinances*
- *Environmental Analysis*
- *Design Guidelines*
- *Project Review and Design*
- *Visioning and Education*
- *Smart Growth implementation*
- *Services for cities, counties, school districts, special districts*

## **SCOPE OF SERVICES**

### **Collins & Schoettler PLANNING CONSULTANTS**

1002 W. Main Street • Visalia, CA • 93291  
(559) 734-8737 • fax: 734-8767

*www.weplancities.com*

**CONTRACT PLANNING  
GENERAL PLANS  
SPECIFIC PLANS AND MASTER PLANS  
ZONING ORDINANCES  
ENVIRONMENTAL ANALYSIS  
DESIGN GUIDELINES  
PROJECT REVIEW AND DESIGN  
VISIONING AND EDUCATION  
SMART GROWTH IMPLEMENTATION  
SERVICES FOR CITIES, COUNTIES, SCHOOL DISTRICTS, SPECIAL DISTRICTS**

**Collins & Schoettler**  
*Firm Profile*

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Firm Profile**

## RESUMES AND QUALIFICATIONS

**Collins & Schoettler provides professional services in the fields of city and regional planning, environmental assessment, and contract planning services. Associated professional services include civil engineering, architecture, biological assessment and traffic studies.**



**Collins & Schoettler has served public agencies in the central San Joaquin Valley since 1981. The principal of the firm is Greg Collins. Mr. Collins has over 35 years of planning experience. Twenty of these years, Mr. Collins served on the Visalia City Council where he gained valuable experience in the field of municipal affairs, including redevelopment, municipal finance, infrastructure planning and urban design. Karl Schoettler has been with the firm for over 17 years and has worked for numerous agencies in the San Joaquin Valley, and has prepared or been involved in the preparation of general plans, specific plans, zoning ordinances, environmental assessments and numerous project reviews and staff reports for projects in various communities. Mr. Schoettler recently wrote a general plan for the City of Farmersville that won the first place national planning award from the American Planning Association.**

**The strength of Collins & Schoettler lies in four areas.**

**Creating effective public planning policies - All cities and counties require planning documents that provide for the long-term physical development of each jurisdiction. These planning documents include general plans, specific plans and zoning ordinances. When preparing these documents, the objective of C&S is to fashion a document that is "user friendly" - concise and clear language; contains numerous illustrations, maps, and flow diagrams; and encompasses a readable format.**

**Contract planning services - For small cities who can not afford a full-time planner and for larger cities and counties who require "one-time" or ongoing planning assistance, C&S provides in-house professional planning services. This service is all-inclusive in that it includes processing of planning permits, presentations before the Planning Commission and City Council or Board of Supervisors, preparation of resolutions and ordinances, environmental review and other administrative duties associated with a planning department.**

**Collins & Schoettler  
Firm Profile**

**Environmental studies** - C&S has prepared environmental studies on a wide range of projects, including capital improvement projects, school sites, general, specific and redevelopment plans; enterprise zones; subdivisions; industrial projects, and annexations, among others. We pride our environmental reports on their readability and ease of use.

**Local experience** - Collins & Schoettler has an extensive understanding of Valley affairs. In particular, we have worked with numerous local agencies and have helped to craft innovative solutions to pressing issues facing valley communities, including economic development, affordable housing, impacts to agricultural lands, air quality, and water resources among others.

## SERVICES

Collins & Schoettler provides a variety of planning services, including:

### **Contract Planning services**

Numerous cities in the San Joaquin Valley have contracted with Collins & Schoettler to provide in-house planning services. This approach is cost effective in that the city only pays for the time actually expended by Collins & Schoettler. Generally, the planning fees collected by the city pay for the cost of Collins & Schoettler to process the planning applications. Since 1982, C&S has provided contract planning services to ten cities.

From time to time, cities and counties experience situations where there is a need to "fast track" a project or process a back log of projects in order to meet certain legal time limits. Processing of these projects by Collins & Schoettler encompasses field studies and research; preparation of staff report, resolutions, and ordinances; and presentations before the decision-makers of the jurisdiction. Give us a call for your contract planning needs - we're ready to jump right in!



## Collins & Schoettler Firm Profile

### General and Specific Plans

Effective planning policies can make the difference between a community that is barely "getting by" and a vibrant, energetic city charging towards the future. Collins & Schoettler should be your choice when searching for a consultant to prepare your community's General or Specific plan. We have a wealth of real-world experience with policies and programs that work.

We strongly encourage community participation in the formulation of plans - our experience shows that a plan prepared with citizen input will stand the test of time and enjoy broad community support. General and specific plans that are written in easily understood language, contain reasonable policies and implementation strategies, and are prepared so that early public involvement is encouraged, are more likely to be accepted by the community and adopted by the decision-makers. This approach will reduce the potential for legal challenges and also the number of times the plan is amended in the future.

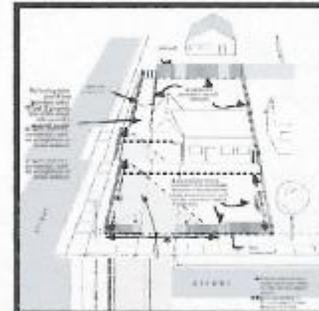


*Our General Plan for the City of Farmersville won the first place national planning award from the American Planning Association*

### User-Friendly Zoning Ordinances

Collins & Schoettler prepares zoning ordinances that are "user-friendly". To accomplish this objective, each zoning ordinance is formatted, written and illustrated so that it is easy to understand and use. Techniques used include the use of oversized type, flow-diagrams and numerous illustrations.

Collins & Schoettler has also developed an innovative Zoning Brochure system. This system converts the zoning ordinance into brochures that are used at the public counter. Collins & Schoettler can design your community a new zoning code to incorporate smart-growth techniques. Front porches, recessed parking, and pedestrian-oriented development are but a few of the features that can be incorporated into your new zoning ordinance.



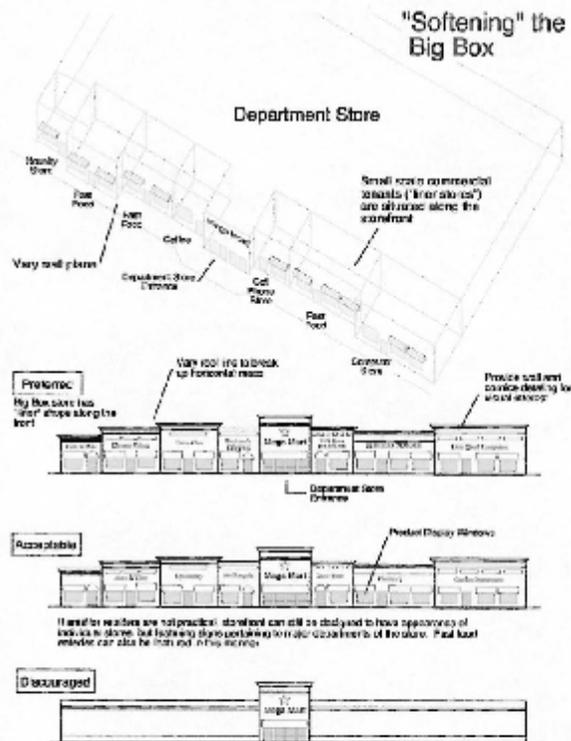
**Collins & Schoettler  
Firm Profile**

**Urban Design Guidelines**

As many communities increasingly seem to look more and more alike, the tool of urban design is becoming more timely. Many cities are wondering what they can do to make new development "fit in" and strengthen community identity. Collins & Schoettler can tailor an urban design plan to ensure new development will respect architectural styles and materials that are traditional to your town and the region.

An important part of the urban design process is public education. Many people know what "looks and feels good" but very few can articulate those feelings. Through public workshops, Collins & Schoettler can educate your elected and appointed officials, staff and the general public about the nuts and bolts of urban design.

We can help you to discover and define your community's design vocabulary and formulate new design standards that will produce a landscape that respects local identity while building the local economy.



*Example from City of Sanger Design Guidelines*

**Environmental Analysis**

Collins & Schoettler prides itself on preparing environmental documents that can be used as planning tools. The mitigation measures contained in our reports can be used as effective conditions of approval and the project alternatives as different development options, ones that will have less of an impact on the neighborhood, community and environment.

Our environmental documents are written and formatted for ease of use and readability, particularly for members of the community not accustomed to reading planning documents. Where appropriate, we include charts and graphics to illustrate concepts. If your community is faced with the need to prepare a large project environmental analysis or you need assistance with day-to-day CEQA compliance, give us a call.

**Collins & Schoettler  
Firm Profile**

**Municipal web site design**

Few people can argue that the internet has been one of the most revolutionary changes in the way we do business. The time is fast approaching when having a website will be a necessity, rather than a luxury. Many cities, counties, school districts and other agencies are begin to realize the benefits of establishing and maintaining a well-designed website.

A municipal website can deliver volumes of information to citizens in a way that has never been available before, in any realistic or meaningful way. Municipal websites can relay a tremendous amount of information about local governments - from posting of agendas and minutes, to municipal codes, planning documents and financial reports - the possibilities are limitless.

Collins and Schoettler should be your choice to design and maintain your municipal website. Our associated web design firm atomikcows.com have a wealth of common sense know-how in the fast-changing internet environment. We urge you to give us a call to discuss your community's website possibilities. Without doubt, a municipal website will be one of the biggest advancements your community will ever make in public relations. The result will be a stronger bond of understanding between the community and their local government.

**User-friendly planning brochures, handouts and application forms**

Collins & Schoettler can tailor a planning department public information program suited to your city's needs - at a price that will fit your budget. Well- designed handout materials can help reduce staff time commitments at the public counter as well as helping to communicate difficult-to-explain zoning standards more easily.

Collins & Schoettler can design effective zoning ordinance brochures for the following topics:

- Single family residential zones
- Parking standards
- Multiple family residential zones
- Sign Ordinance standards
- Commercial zones
- Landscaping standards
- Industrial zones
- Fencing standards
- Mobile home standards

---

*Think about it. The most important impression people take away from your department is often the assistance they get during their first contact with the front counter.*

---

**Collins & Schoettler**  
*Firm Profile*

**Permitting processes:**

- **Site Plan Review**
- **Conditional Use Permits**
- **Subdivision process**
- **Variances**
- **Environmental review**
- **General Plan Amendments**
- **Zone Changes**
- **Any other subjects you desire!**

We can also revise and update your department's application forms and related materials with designs that are easy for applicants to follow.

Think about it. The most important impression people take away from your department is often the assistance they get during their first contact with the front counter. Collins & Schoettler can help improve communications between the planning department and the public. The final result will be a stronger bond of understanding between applicant and staff.

**Grant writing**

Cities today are faced with increasing demands for service while encountering decreased revenues. While the number of state and federal grants have increased, most communities have neither the staff nor the time to prepare grant applications.

If you are certain your community could make use of grant funds, but you simply don't have the time to dig through an inch-thick grant manual, call Collins & Schoettler. We will meet with you, discuss your needs, chart a course of action and begin work. We're sure you'll agree that Collins and Schoettler is the right choice to address your community's grant application needs.

**Collins & Schoettler  
Firm Profile**

**Educational planning workshops**

It is the nature of cities to experience frequent turnover in elected and appointed officials. Particularly in smaller communities, councilmembers and commissioners may come to the table with very little experience in city planning.

To address this situation, Collins & Schoettler is available to conduct training seminars on various aspects of planning, including community design, zoning regulations, general plan analysis, and public hearing proceedings.

Our experience shows that getting individuals out into the field and seeing how other communities approach various planning issues is one of the most effective educational techniques. We are available to conduct one-day bus tours throughout Central California.



*Participants on one of our planning bus tours view examples of smart-growth designs.*

**Collins & Schoettler  
Firm Profile**

## **RESUMES**

### **Karl Schoettler, Principal, Collins & Schoettler**

Mr. Schoettler is the Principal of Collins & Schoettler. He joined the firm in 1991 after working as a Planner for the City of Atascadero, near the Central California coast. Collins & Schoettler is a small, award-winning city planning firm based in Visalia, with an emphasis on quality over quantity. The company is known for advocating well-designed, environmentally responsible and pedestrian-oriented development in the cities that it serves.

Currently Mr. Schoettler serves as the contract City Planner for several valley communities, including Farmersville, Firebaugh and Arvin. He also provides assistant planning services to Exeter, Woodlake and Livingston.

At Collins and Schoettler he has prepared numerous planning documents, including General Plans and elements, design guidelines, environmental studies, community and specific plans and zoning ordinances, among others.

Mr. Schoettler recently completed planning studies for over a dozen cities in Tulare, Kings and Kern Counties related to the San Joaquin Valley Blueprint. These studies contain recommendations these cities can undertake to implement policies of the Blueprint, such as standards to promote walkable neighborhoods, design guidelines, mixed use development strategies and zoning ordinance updates, among others.

Prior to that, Mr. Schoettler completed a General Plan update for the City of Farmersville. After winning local and state planning awards, the Farmersville General Plan was recognized in Washington DC with the first place national planning award – the first time any City in the San Joaquin Valley received such a high honor.

Previously Mr. Schoettler prepared a smart-growth oriented Specific Plan for the City of Reedley. This plan won a local award and a state award from the Local Government Commission for its innovative neo-traditional development and design policies. Mr. Schoettler facilitated numerous community meetings in the preparation of the specific plan.

Currently Mr. Schoettler is preparing comprehensive updates of the Zoning Ordinances for the cities of Firebaugh and Arvin. These codes will reflect the latest philosophy in zoning and design practice, including elements of form based zoning (to create pedestrian-friendly neighborhoods) and user-friendly zoning standards (including generous use of illustrations and flow charts).

### **Education**

B.A. Geography (Environmental studies emphasis) California State University, Fresno. Core program completed in masters program of city planning, City and Regional Planning Program, California State University, Fresno.

**Collins & Schoettler**  
*Firm Profile*

**Awards**

APA National Award, California and Central Cal chapter - Farmersville General Plan  
APA Central California Chapter -- 2030 Firebaugh General Plan  
APA Central California Chapter -- Sanger Design Guidelines  
APA Central Section - Reedley Specific Plan  
Local Government Commission Ahwahnee Award - Reedley Specific Plan  
APA Central California Section - Special Award for Zoning Brochure project.

**Collins & Schoettler**  
*Firm Profile*

**Greg Collins, Partner**

Mr. Collins is a partner in the consulting firm of Collins & Schoettler. This 30-year old public sector planning firm provides a full range of planning services to cities and counties in the San Joaquin Valley.

Greg Collins has over 35 years of experience in the planning field and 20 years of experience in local government. As a former public sector planner for Tulare County, Mr. Collins' positions ranged from environmental coordinator to project planner for two major land use plans: the Rural Valley Lands Plan and the Foothill Growth Management Plan. Both of these plans won national planning awards from the National Association of Counties. While with Tulare County, Mr. Collins was also responsible for preparing numerous environmental impact reports for various projects, including general plan elements, subdivisions, and commercial developments.

As a planning consultant, Mr. Collins has prepared planning reports, environmental impact reports, specific plans, general plan elements and zoning ordinances for cities and counties primarily within the San Joaquin Valley. Mr. Collins has also furnished contract planning services to small cities. Serving as the city planner, responsibilities have ranged from permit processing and ordinance interpretation to the more complex tasks of preparing general plan elements and environmental impact reports and reviewing site plans.

Mr. Collins served on the Visalia City Council and Visalia Redevelopment Agency from 1975 to 1991, presiding over the City of Visalia as it gained a reputation for innovative and progressive planning policies; from 1987 to 1991 he served as mayor and chairman of the Visalia Redevelopment Agency. After a fifteen year hiatus, Mr. Collins was elected to the Visalia City Council in 2005. Because of his planning background, he has chaired or served on committees dealing with land use, housing, redevelopment and circulation.

**Education**

Mr. Collins has a Bachelor of Science in Biology from the University of California at Santa Barbara and a Masters Degree in City and Regional Planning from California State University, Fresno. Mr. Collins also holds a limited service community college teaching credential in the field of ecology. He has taught classes in the field of planning for the U.C. Extension program.

**Awards**

1988 Distinguished Leadership Award, California Chapter APA  
1995 Special Recognition Award, Central California Chapter, APA – Kernan General Plan and EIR  
2005 Comprehensive Planning Award, Central California Chapter APA – Southwest Exeter Specific Plan

**Collins & Schoettler**  
*Firm Profile*

**Holly R Owen, Associate**

Ms. Owen joined Collins & Schoettler in 2012 to provide support for the firm's contract for the San Joaquin Valley Blueprint project and also for the company's contract planning services. Prior to that she worked with Land Use Associates of Fresno working on a variety of projects including various contract planning tasks and preparation of housing elements.

Additional Central Valley experience that Ms. Owen has had included working with the City of Clovis, assisting with entitlements, staff reports, presentations to Planning Commission, stakeholder meetings, development code updates, and code enforcement. She spent significant time staffing the public counter providing assistance to customers with planning, zoning and business license requests ranging from simple to highly complex matters. In this capacity Ms. Owen was a key component in the success of one of the valley's most progressive cities.

Previously Ms. Owen researched and wrote on legislative process and policy drafts for the Marine Life Protection Act of California with focus on adaptive management plans and best practices for implementation for Adaptive Strategies Inc, (St Paul, MN). Prior to that she assisted the University of Minnesota planning wildlife corridors, surveyed neighborhood members, and presented a draft plan to expand existing wildlife refuges along with neighborhood/stakeholder input for the US Fish and Wildlife Service.

Other experience includes conducting graduate level research and data analysis for a USDA grant, research for a new urbanist developer in downtown Atlanta, GA, and market studies and database tracking for CSU Fresno. Prior to work in the planning field Ms. Owen worked in sales for an educational publisher in a six state area in the northern Midwest, and also worked for CP Rail Services in marketing, sales and transportation services.

**Education**

- Bachelor of Arts, English St Olaf College, Northfield, MN
- Masters coursework – City and Regional Planning, Georgia Institute of Technology, Atlanta, GA
- Masters coursework – Conservation Biology, University of Minnesota, Minneapolis, MN

**Collins & Schoettler**  
*Firm Profile*

**David Brletic, Associate**

Mr. Brletic is an urban planner with comprehensive and lasting communication skills and the ability to present information to the public, and government officials, with detail and clarity. He has a proven success record in managing multiple projects while maintaining high professional standards, and also extensive experience in coordinating city-wide development, ranging from routine to complex, while establishing and maintaining a team oriented environment.

Mr. Brletic joined Collins & Schoettler in January of 2014 and has primarily been assigned to provide planning services to the City of Arvin. He provides current and long term planning services and processes a wide variety of planning applications including zoning amendments, subdivisions, environmental reviews and public counter staffing, among other duties. Mr. Brletic has also assisted with other client projects, including annexations and presenting staff reports to commissions and Councils.

Prior to joining Collins & Schoettler Mr. Brletic worked for the City of Reedley in a variety of positions, including city planner, associate planner, management assistant and administrative assistant. During this time he was involved in a wide variety of projects including a General Plan update, two specific plans, a number of subdivision reviews, site plans, conditional uses, zoning amendments and Housing Elements, among others. Mr. Brletic also administered various planning and housing grants for the city.

Mr. Brletic has the ability to work with regulatory agencies, commissions, local governments, and developers to facilitate progressive development while identifying and respecting the interests of established communities. Other qualities include:

- Substantial knowledge and understanding of land use development review processes, including coordination with external agencies.
- Thorough understanding of key municipal activities and their relationships to planning functions. Ability to work with City departments to insure inclusion and understanding of the planning function.
- Excellent analytical, oral communication, and writing skills. Ability to efficiently and thoroughly analyze data and to present analyses, orally or in writing, with detail and clarity.

**Education**

California Academy for Economic Development, California State University of Fresno,  
and California Association of Local Economic Development,  
Certificate Introduction to Economic Development, 2010

California State University of Fresno, Bachelor of Arts Sociology, 1996

**Professional Affiliation**

American Planning Association - National and California Chapter  
California Association of Environmental Professionals  
IDEAL LTT, Board Member

**Collins & Schoettler**  
*Firm Profile*

## **CLIENTS AND RELATED PROJECTS**

### **City of Exeter** **(559) 592-9244**

- **Contract Planning Services**
- **2002 General Plan Update**
- **Southwest Exeter Specific Plan, 2005**
- **Downtown Revitalization Plan, 2006**
- **Open Space/Conservation Element, 1992**
- **Housing Elements, 2009, 2004, 1992**
- **Wastewater Treatment Plan Environmental Impact Report**
- **2030 General Plan and Environmental Impact Report**

### **City of Woodlake** **(559) 564-8055**

- **Contract Planning Services**
- **Housing Elements, 2009, 2004, 1992**
- **South Woodlake Specific Plan**
- **Downtown Design Plan**
- **Redevelopment Project Environmental Impact Report**
- **2035 General Plan and Environmental Impact Report**

### **City of Farmersville** **(559) 747-0458**

- **Contract Planning Services**
- **2002 General Plan update and Environmental Impact Report**
- **Design Guidelines**
- **Waterway/Trails Master Plan**
- **Numerous Zoning Ordinance updates, including sign ordinance**
- **Urban Development Boundary update and Environmental Impact Report**
- **Housing Elements, 2009, 2004, 1992**

**Collins & Schoettler**  
*Firm Profile*

**City of Firebaugh**  
(559) 659-2043

- **Contract Planning Services**
- **2030 General Plan Update and EIR**
- **2009 Housing Element**
- **Ongoing zoning ordinance update**
- **Numerous zoning code updates**

**City of Arvin**  
(661) 854-3134

- **Contract Planning Services**
- **Communitywide Zoning Update**
- **New sign ordinance**
- **Comprehensive Zoning Ordinance Update**

**City of Livingston**

- **Contract Planning Services**
- **Planning fee update**
- **General Plan review**

**Fresno Council of Governments**  
(559) 233-4148

- **San Joaquin Valley Blueprint Integration**

**City of Sanger**  
(559) 876-6300

- **Community Design Guidelines**
- **Sign ordinance update**
- **Planning fee update**
- **Contract Planning Services**
- **General Plan Update**

**Collins & Schoettler  
Firm Profile**

**City of Orange Cove**  
(559) 626-4488

- 2025 General Plan Update and EIR
- 2009, 2005 Housing Elements
- Contract Planning Services

**City of Kerman**  
(559) 846-9384

- Contract Planning Services
- 2007 General Plan Update and EIR
- 1993 General Plan update and EIR
- Housing Elements, 2004, 1991
- Redevelopment Project Area expansion, 2000
- Downtown Design Plan

**City of Reedley**  
(559) 637-4200

- Rail Corridor Master Plan
- Reedley Specific Plan and Environmental Impact Report
- Kings River Corridor Specific Plan Environmental Impact Report
- Zoning Brochures

**City of San Joaquin**  
(559) 693-2193

- Wastewater Treatment Plan Expansion EIR
- Project environmental analyses

**City of Tulare**  
(559) 684-4218

- Alpine Redevelopment Area Project Environmental Impact Report
- Tulare Zoning Ordinance

**City of Madera**  
(559) 661-5418

- Lake Street Reconstruction environmental analysis

**Collins & Schoettler**  
*Firm Profile*

**City of San Clemente**  
(949) 361-8200

- Toll Road EIR review
- Ranch Plan EIR review

**City of Porterville**  
(559) 782-7460

- Porterville Sports Complex Environmental Impact Report

**City of Avenal**  
(559) 386-5766

- 1992 General Plan Update and Environmental Impact Report
- Avenal Zoning Ordinance
- Numerous project reviews and environmental analyses
- Zoning brochures
- Off Highway Vehicle Park Environmental Impact Report
- Five Year Redevelopment Agency Implementation Plans

**City of Taft**  
(661) 763-3144

- 2002 General Plan Land Use and Circulation Elements and environmental assessment
- Zoning Brochures

**Tulare County**  
(559) 733-6291

- Community Plans for Cutler/Orosi, Poplar/Cotton Center, Earlimart, Terra Bella, Ducor, Tipton
- Numerous environmental documents
- Tulare County Enterprise Zone Environmental Impact Report
- South Mountain Plan Environmental Impact Report
- Zoning Brochures

**Collins & Schoettler**  
*Firm Profile*

**Miscellaneous School District Environmental Reviews**

- **Burton Elementary**
- **Hanford Elementary**
- **Kings Canyon Unified**
- **Kings County Office of Education**
- **Madera Unified**
- **Pioneer Union Elementary**
- **Pleasant View Elementary**
- **Porterville Unified**
- **Tulare County Office of Education**
- **Visalia Unified**
- **West Fresno Elementary**



RECEIVED  
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CITY OF KERMAN

286 W. Cromwell Avenue  
Fresno, CA 93711-6162  
Tel: (559) 449-2700  
Fax: (559) 449-2715  
www.ppeng.com

August 28, 2015

John Kunkel, Interim City Manager  
City of Kerman  
850 S. Madera Avenue  
Kerman, CA 93630

**RE: Proposal for Contract City Planning Services**

Dear Mr. Kunkel:

Provost & Pritchard appreciates the opportunity to provide this proposal for contract city planning services. We understand that the intricacies of municipal planning require a high level of knowledge, experience, and dedication to ensure that the interests of the City and the public are protected while maintaining a business-friendly environment and reducing or eliminating obstacles to development. A good municipal planner must have a firm grasp of planning, development, and environmental laws, design principles, and governmental operation, and must demonstrate a willingness and ability to work with members of the public. A complete planner has familiarity with current planning and advance planning concepts, and is able to effectively relay information to the public and decision-makers. Provost & Pritchard will provide the City of Kerman with a city planner with all of these attributes. Our qualifications demonstrate the expertise and experience we have gained working for public agencies throughout the San Joaquin Valley. We provide:

- **Solid Experience:** Provost & Pritchard's planning staff has extensive experience working with Valley cities, counties, and special districts. Our experience includes direct employment with the cities of Fresno, Visalia, and Dinuba, as well as the County of Tulare. We currently provide on-going contract planning services to the City of Mendota, on-call environmental services (CEQA, NEPA, and Environmental Site Assessment) to the City of Porterville, and grant-writing services to the City of McFarland. In addition, we have provided on-going, on-call, and project-specific services to the City of Wasco, City of Tulare, City of Fresno, and the counties of Tulare, Kings, and Madera. Specific services have ranged from complete entitlement processing to preparation of environmental documents for private and public projects, including oversight of technical subconsultants, and coordination of public workshops, scoping meetings, and public hearings.
- **Local Presence and Staff Resources.** We understand that the City is looking for a consultant it can count on to provide responsive and timely services, including in-house presence for a number of hours each week. In consultation with the City, we will assign a staff planner from our Fresno or Visalia offices who will be the primary point of contact and who will provide most if not all of the services the City requires. With more than 140 specialized staff in various disciplines throughout our seven office locations, and internal integrated computer and telephone systems and video conferencing capabilities, our project teams are able to function efficiently and effectively as one, allowing the convenient utilization of staff expertise and resources from our other office locations, as necessary.

City of Kerman  
Contract City Planning Services

August 28, 2015  
Page 2 of 2

- **Communication.** Listening to the City's needs and providing efficient and innovative solutions is a priority for Provost & Pritchard. We will work diligently with City staff, decision-makers, applicants, and other agencies to ensure the needs and requirements of each specific project are addressed. Our experience on past projects has shown that clear communication between the all of the parties is paramount to a successful project. Although we will provide the City with a primary point of contact, our other planning staff will be available for consultation should the need arise.
- **Quality Services.** We always expect that each member of our team assigned to a specific project will meet our client's expectations for experience and character. We also follow our own internal quality assurance/quality control procedures and will assign an experienced staff person directly responsible for providing these services on each project. We believe that this commitment to quality and customer service will provide the City with a high level of confidence as we navigate through each project.

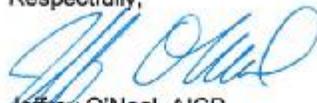
Our scope of service for the City would include the following, with additional services available at the City's request:

- Maintaining a city planner at Kerman City Hall for four hours per week to provide over-the-counter assistance to customers, meet with staff, and perform related tasks.
- Process planning applications submitted by applicants, including appropriate environmental documentation as needed.
- Prepare staff reports, resolutions, exhibits, and other materials for presentation to decision-makers.
- Attend Planning Commission meetings to present reports and project information, as well as City Council meetings as needed.
- Provide related services, such as ordinance preparation and environmental review of City-initiated projects.

We are able to provide services on a time-and-materials basis, percentage-complete progress billing, or lump-sum billing. We will work with the City to establish the practice that best meets the City's needs, and at the City's request we can change the method of invoicing to fit the individual activities that we perform. Our standard fee schedule is attached. Please note that we are able to modify this schedule to a certain extent should the City wish to enter into a contract.

Resumes for our key staff persons are attached, along with a list of qualifications and references. If you have any questions or need any additional information please contact our planning manager, Jeff O'Neal at (559) 449-2700 or [joneal@ppeng.com](mailto:joneal@ppeng.com). Thank you for considering us to be a part of your team.

Respectfully,

  
Jeffrey O'Neal, AICP  
Project Manager

  
Donald Ikemiya, PE  
Vice President

## 2015 Standard Fee Schedule

This schedule supersedes previously published fee schedules as of the effective date of November 1, 2014. Multi-year contracts are subject to any subsequent changes in these rates.

Staff Type	Fee Range	Staff Type	Fee Range
<b>Engineering Staff</b>		<b>Support Staff</b>	
Assistant Engineer	\$85.00 – \$105.00	Administrative Assistant	\$50.00 – \$70.00
Associate Engineer	\$110.00 – \$125.00	Project Administrator	\$60.00 – \$80.00
Senior Engineer	\$130.00 – \$160.00	<b>Surveying Services Staff</b>	
Principal Engineer	\$165.00 – \$190.00	LSIT Surveyor	\$85.00 – \$105.00
<b>Specialists</b>		Licensed Surveyor	\$110.00 – \$140.00
Associate Environmental Specialist	\$105.00 – \$135.00	1-Man Survey Crew	\$150.00/\$170.00 <sup>(1)</sup>
Senior Environmental Specialist	\$140.00 – \$165.00	2-Man Survey Crew	\$200.00/\$235.00 <sup>(1)</sup>
Principal Environmental Specialist	\$170.00 – \$195.00	2-Man Survey Crew including LS	\$240.00/\$250.00 <sup>(1)</sup>
GIS Specialist	\$100.00 – \$125.00	1-Man CORS Survey Crew	\$170.00
Associate Geologist/Hydrogeologist	\$105.00 – \$130.00	2-Man CORS Survey Crew	\$220.00
Senior Geologist/Hydrogeologist	\$135.00 – \$165.00	<small>(Field work not including survey equipment billed at individual standard rate plus vehicle as appropriate.)</small>	
Water Resources Specialist	\$95.00 – \$125.00	<small>(1) Prevailing wage rates shown for San Joaquin, Stanislaus, Merced, Modera, Fresno, Tulare, Kings, and Kern counties.</small>	
<b>Planning Staff</b>		<b>Additional Fees</b>	
Assistant Planner	\$85.00 – \$90.00	Expert Witness: As quoted.	
Associate Planner	\$95.00 – \$120.00	GIS Training: As quoted.	
Senior Planner	\$125.00 – \$150.00	Travel Time (for greater than one (1) hour from employee's base office):	
Principal Planner	\$155.00 – \$180.00	\$70/hour minimum (unless the individual's rate is less)	
<b>Technical Staff</b>		<b>Project Costs:</b>	
Assistant Technician	\$60.00 – \$90.00	Mileage: IRS value + 15%	
Associate Technician	\$95.00 – \$110.00	Outside Consultants: Cost + 15%	
Senior Technician	\$115.00 – \$130.00	Direct Costs: Cost + 15%	
<b>Construction Services Staff</b>			
Associate Construction Manager	\$100.00 – \$120.00		
Senior Construction Manager	\$125.00 – \$140.00		
Principal Construction Manager	\$145.00 – \$175.00		
Construction Manager <sup>(1)</sup>	\$125.00 – \$145.00		

# Planning Services Qualifications

## Services Overview

Provost & Pritchard Consulting Group offers planning staff with extensive experience working for local agencies through both past employment and contracted staffing services. We have worked for cities and counties, as well as numerous water, public utilities, and other special districts throughout California. Our staff brings expertise in General Plan policy development and implementation, zoning determinations, processing of land use entitlements, and preparation of reports, ordinances, resolutions, and environmental compliance documents under the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). We offer services on a variety of levels, ranging from staff augmentation and overflow assistance remotely from Provost & Pritchard offices, to providing in-house presence and over-the-counter customer service.

Provost & Pritchard's local agency planning services include:

- Entitlement processing including: General Plan amendments; rezoning; zoning text amendments; conditional use permits; variances; parcel and subdivision map processing; and lot line adjustments



Our staff brings expertise in General Plan policy development and implementation, zoning determinations, processing of land use entitlements, and preparation of reports, ordinances, resolutions, and environmental compliance documents under CEQA/NEPA.

- Development and amendment of policies, processes, and regulations at the request of the agency
- Analysis and documentation pursuant to CEQA/NEPA
- Preparation of municipal service reviews
- Preparation of staff reports, resolutions, and ordinances
- Participation at planning commission, city council, board of supervisors, and other public meetings
- Staff liaison to committee or community groups
- Assist with community outreach and stakeholder workshops

## Project Experience

### Contract Planning Services

#### City of Mendota, California

Since 2008, Provost & Pritchard's Jeff O'Neal has served as the designated City Planner for Mendota. His primary duties have included entitlements processing as well as review of proposals for conformity with applicable City plans and standards. Responsibilities include providing front counter assistance to the public, assistance with public records requests, and coordination with staff to implement the goals and policies of the General Plan. Mendota Planning projects have included:

- Assisting the City's consultant with preparation of the City's 2025 General Plan Update, adopted in 2009. Provost & Pritchard was responsible for conducting scoping meetings and work sessions, and for preparing the staff reports and resolutions for certification of the program EIR and adoption of the General Plan.
- Following the successful update to the City's General Plan, Provost & Pritchard recommended initiation of a major rezoning effort to bring the zoning districts of more than 200 properties within the city into conformance with the General Plan Land Use Map as mandated by California law. Many of these properties

## Planning Services Qualifications

had been in a state of inconsistency since prior to the adoption of the City's 1991 General Plan. This process entailed investigation into all rezoning actions that had occurred between 1991 and 2009, identification of both the planned land uses of properties in addition to the actual physical uses occupying them, and extensive consultation with property owners regarding their intended future property uses.

- Zoning text amendments related to: site plan review and conditional use permit procedures; nonconforming uses; swimming pools, fencing, home occupations, second units, and planned development regulations; addition of uses by director determination; banquet facilities; solar PV facilities; recycling centers; establishment of new zone districts; Senate Bill 2 compliance; rezoning and pre-zoning.
- Other ordinances related to: Planning Commission residency standards, business licensing requirements; backflow prevention devices; building code adoption; and noise.
- Working with the Housing Authority of Fresno County and for-profit developers to secure funding for rehabilitation of affordable dwellings;
- Review and processing of commercial parcel maps and subsequent processing of a conditional use permit for AutoZone and site plan review for McDonald's.
- Review and processing of the River Ranch Specific Plan, which lays the land use and development framework for 650 acres immediately south of the city limits.
- Analysis of all projects pursuant to the California Environmental Quality Act and preparation of appropriate documentation for consideration by decision-making bodies. Includes both private development projects and City projects such as parks, pipelines, and street work.
- Review of the U.S. Bureau of Reclamation EIS/EIR for the Mendota Pool Bypass and Reach 2B Improvements Project and preparation of a formal comment letter.
- Frequent coordination with Caltrans regarding development proposals abutting or affecting State Routes 180 and 33
- Preparation of PES forms to facilitate Caltrans funding of City infrastructure projects.



Provost & Pritchard's planners have prepared PES forms for the City of Mendota to facilitate Caltrans funding of City infrastructure projects.

- Analysis of Subdivision Map Act requirements to establish expiration dates for approved tentative maps
- City of Mendota representative on the Fresno County Multi-jurisdictional Housing Element committee.
- Additional project examples are available on request.

### Contract Environmental Planning Services County of Tulare, California

Provost & Pritchard staff have been both directly employed by and served as contract environmental planners for the County of Tulare. Projects included preparation of environmental documents pursuant to CEQA and associated staff reports. Responsibilities have also included review of applications for parcel maps and special use permits, including preparation of related environmental documents and associated staff reports. As contracted staff, Provost & Pritchard has also provided quality assurance/quality control review for a number of environmental documents.

### Contract Planning Services City of Wasco, California

Provost & Pritchard served as an extension of City planning staff by answering planning related questions at the front counter and over the phone for the general public as well as other departments and agencies or potential developers. Activities included processing entitlement applications, attending and presenting items before the Planning Commission and City Council and reviewing plans. As planning staff, Provost & Pritchard also completed CEQA

## Planning Services Qualifications

documents related to entitlement and grant funding applications. This assignment was during a city staff illness from 2010-2011. Other Wasco contract planning projects included:

- **Entitlement Processing** – Provost & Pritchard processed numerous entitlements in accordance with the Wasco General Plan and Zoning Ordinance for various zoning districts and development standards. Among these are small patio additions on single family residential properties, new office buildings, and church expansions.
- **On-site Inspections** – Provost & Pritchard conducted numerous on-site inspections to ensure adherence to property development standards including the installation of landscaping prior to issuing certificates of occupancy. Provost & Pritchard accompanied by the City of Wasco Engineering Division inspected defaulted subdivisions along with potential buyers to assess the existing status of installed improvements and landscaping.

### Contract Planning Services

#### City of Porterville, California

Provost & Pritchard has provided on-call contract planning services for the City of Porterville since 2007. This contract has helped Porterville staff complete projects in various stages of completion. Some of these projects include:

- **General Plan Update Assistance** – Provost & Pritchard helped guide the 2030 General Plan Update to adoption by working as an extension of City Staff, facilitating public and Advisory Committee meetings, and by reviewing and providing commentary on policies, figures, and environmental documentation. Because of our extensive involvement with the entire 2½ year process of the General Plan update, our Project team has a unique and intimate knowledge of not only the document, but also the decision-making processes that lead to its adoption.
- **NEPA Documents** – Provost & Pritchard has worked on behalf of the City with a variety of federal agencies to comply with NEPA. While various agencies maintain different NEPA regulations, Provost & Pritchard has exhibited the ability to coordinate with each agency to complete the process. The Environmental Assessment for the Valley Elderberry Longhorn Beetle Habitat Conservation Plan, the West Street Industrial Park Federal Aviation Administration and Fish and Wildlife Service coordination, and the review of the Murry Park

joint NEPA/CEQA are examples of successes of the Provost & Pritchard and City of Porterville team.

- **CEQA Documents** – The Provost & Pritchard team has prepared environmental documents pursuant to CEQA, and in some cases has reviewed documents prepared by City staff or other consultants to provide input consistent with the City's environmental review process. Some of the projects completed by Provost & Pritchard for the City of Porterville include the Indiana & Scranton Road Widening Project, including coordination and review through Caltrans; the Riverwalk EIR Addendum; and the review of the Canyon Springs environmental document and administrative record.
- **Ordinances** – In response to requests from City Council, the Community Development Department initiated preparation of a Sign Ordinance and a Noise Ordinance, and asked Provost & Pritchard to complete these important efforts.
- **Entitlement Processing** – Provost & Pritchard assisted the City of Porterville during a staff shortage and processed entitlement applications in accordance with the Porterville General Plan and Zoning Ordinance for various zoning districts and development standards. Among these entitlements were a mini-mart, family day-care and an apartment complex.

## Client References

As we navigate through project phases, Provost & Pritchard works diligently to maintain quality relationships with our clients as well as state, federal and local agencies. Below are references relevant to our firm's past and current experience providing contract planning services:

Name of Agency: City of Mendota  
Agency Contact: Vince DiMaggio, City Manager  
Telephone: (559) 655-3291  
Email: [vincedimaggio@cityofmendota.com](mailto:vincedimaggio@cityofmendota.com)  
Specific Project: Contract Planning Services

Name of Agency: City of Porterville  
Agency Contact: Julie Phillips, Community Development Manager  
Telephone: (559) 782-7460  
Email: [jphillips@ci.porterville.ca.us](mailto:jphillips@ci.porterville.ca.us)  
Specific Project: Contract Planning Services

## Key Personnel Resumes

### Jeffrey O'Neal, AICP Project Manager/Senior Planner

#### Education

- ✓ B.A. Geography,  
California State University, Fresno

#### Licenses/Registrations/Certifications

- ✓ American Institute of Certified Planners  
(AICP)

#### Affiliations

- ✓ American Planning Association (APA)

#### Areas of Expertise

- ✓ Municipal Planning
- ✓ CEQA/NEPA Compliance
- ✓ Land Development Planning
- ✓ LAFCo Procedures

### Professional Summary

Jeff O'Neal has widespread experience in the planning field, focusing on municipal and land development planning. As a lifelong resident of the San Joaquin Valley, he is familiar with the land use trends specific to this area, and as a planner with both public and private sector experience, he understands the perspectives of both developers and the local agencies they work with. He is an excellent communicator and an experienced project manager, working effectively to move projects forward while involving large groups of diverse interests. In addition to his public sector experience, Mr. O'Neal has prepared and processed many documents of varying complexity compliant with the California Environmental Quality Act (CEQA) and the National Environmental Policy Act (NEPA). He has worked with Fresno and Tulare Local Agency Formation Commissions (LAFCo) on numerous occasions to facilitate annexations, annexation extensions, and sphere of influence amendments.

### Relevant Experience

Ongoing Consulting Services, City of Mendota, California, Contract City Planner (2008-current) – These ongoing services involve review and processing of entitlements consistent with state planning and zoning laws and applicable City codes, plans, and standards. Mr. O'Neal's responsibilities include providing front counter assistance to the public, coordination with staff to implement the goals and policies of the General Plan, review and processing of all planning applications submitted to the City, and preparation of reports, resolutions, and ordinances for consideration by the Planning Commission and City Council. Additionally, Mr. O'Neal provides services relating to environmental compliance, current planning, and development trends. In addition to typical processing of conditional use permits, site plan reviews, and similar entitlements, specific project examples include:

- Assisting the City's consultant with preparation of the City's 2025 General Plan Update, adopted in 2009. Mr. O'Neal was responsible for conducting scoping meetings and work sessions, as preparing the staff reports and resolutions for certification of the program EIR and adoption of the General Plan.
- Following the successful update to the City's General Plan, Mr. O'Neal recommended initiation of a major rezoning effort to bring the zoning districts of more than 200 properties within the city into conformance

## Key Personnel Resumes

### Jeffrey O'Neal, AICP *(continued)* Project Manager/Senior Planner

- with the General Plan Land Use Map as mandated by California law. Many of these properties had been in a state of inconsistency since prior to the adoption of the City's 1991 General Plan. This process entailed investigation into all rezoning actions that had occurred between 1991 and 2009, identification of both the planned land uses of properties in addition to the actual physical uses occupying them, and extensive consultation with property owners regarding their intended future property uses
- Zoning text amendments related to site plan review and conditional use permit procedures; nonconforming uses; swimming pool, fencing, home occupations, second units, and planned development regulations; addition of uses by director determination; banquet facilities; solar PV facilities; recycling centers; establishment of new zone districts; Senate Bill 2 compliance; rezoning and pre-zoning
  - Other ordinances related to: Planning Commission residency standards; business licensing requirements; backflow prevention devices; building code adoption; and noise.
  - Working with the Housing Authority of Fresno County and for-profit developers to secure funding for rehabilitation of affordable dwellings;
  - Review and processing of commercial parcel maps and subsequent processing of conditional use permit for AutoZone and site plan review for McDonald's.
  - Review and processing of the River Ranch Specific Plan, which lays the land use and development framework for 650 acres immediately south of the city limits.
  - Analysis of all projects pursuant to the California Environmental Quality Act and preparation of appropriate documentation for consideration by decision-making bodies. Includes both private development projects and City projects such as parks, pipelines,
  - Review of the US Bureau of Reclamation EIS/EIR for the Mendota Pool Bypass and Reach 2B Improvements Project and preparation of a formal comment letter.
- Frequent coordination with Caltrans regarding development proposals abutting or affecting State Routes 180 and 33.
  - Preparation of PES forms to facilitate Caltrans funding of City infrastructure projects.
  - Analysis of Subdivision Map Act requirements to establish expiration dates for approved tentative maps.
  - City of Mendota representative on the Fresno County Multi-jurisdictional Housing Element committee.
  - Additional project examples are available on request.

City Planner, City of Dinuba, California (2001-2004) – This position required performing day-to-day planning services and providing front counter assistance to members of the public. Mr. O'Neal's responsibilities included processing of entitlement applications, and orchestrating and conducting public workshops and hearings, and preparation and presentation of ordinances, reports, and environmental documents. These activities also required review of documents and submittals from other agencies and consultants, and providing comments from staff's perspective. While employed at the City of Dinuba, Mr. O'Neal assisted in preparation of the Northwest Dinuba Specific Plan and prepared the City's 2004 Housing Element Update for certification by the California Department of Housing and Community Development.

### Other Professional Experience

Mr. O'Neal has been involved in a variety of planning activities outside of his services provided directly to cities:

- **Tentative Subdivision Map Design and Processing** – These projects involved design of subdivision layouts and facilitating approval of the maps and associated entitlements for more than four dozen projects on sites varying between 10 and 130 acres. Complexity ranged from standard single-family development to mixed-use planned developments, and many included amendments to the General Plan, rezoning, annexation, and related procedures. Mr. O'Neal's responsibilities included using AutoCAD to prepare initial and revised layouts of subdivisions, preparation of entitlement applications, and

## Key Personnel Resumes

### **Jeffrey O'Neal, AICP** *(continued)* Project Manager/Senior Planner

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- working with staff to overcome development obstacles, as well as attendance and presentations at planning commission, city council, LAFCo, and neighborhood committee meetings.
- **Municipal Service Reviews** – Mr. O'Neal has prepared and performed quality-control review for several municipal service reviews for special districts.
  - **Environmental Document Preparation and Oversight** – Mr. O'Neal has prepared CEQA documents for projects including recharge and drainage basins, streets and utilities infrastructure, solar PV facilities, wastewater treatment facilities, municipal wells, and municipal buildings.
  - For approximately two years (2012-2014), Mr. O'Neal was an active member of the City of Fresno's Citywide Development Code Update Advisory Committee.
  - In order to meet his certification maintenance requirements as a member of the American Institute of Certified Planners, Mr. O'Neal has focused on the California Environmental Quality Act, the Subdivision Map Act, planning and development case law, and planning/governmental ethics.

## Key Personnel Resumes

### Dawn Marple Senior Planner

#### Education

- ✓ B.S. City & Regional Planning, Minor in Sustainable Environments, California Polytechnic State University, San Luis Obispo

#### Affiliations

- ✓ American Planning Association (APA)
- ✓ Association of Environmental Professionals (AEP)

#### Areas of Expertise

- ✓ CEQA/NEPA Compliance
- ✓ Entitlement Processing
- ✓ General Plan Updates
- ✓ Project Management

### Professional Summary

Dawn Marple has over 12 years of planning experience, during which she has worked for and with a number of public agencies throughout the San Joaquin Valley including the cities of Fresno, Visalia, and Wasco. Her experience includes preparing and reviewing all levels of environmental documents in accordance with the California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA). In addition, she has extensive experience with general plan updates and entitlement processing. Ms. Marple has a consistent history of providing quality service for her clients while completing projects on time and within budget.

### Relevant Experience

On-Call Planning Services, City of Porterville, California, Project Manager/Lead Planner (2012-current) – This project involves the review of documents and submittals from other agencies and consultants, and providing comments from staff's perspective. Ms. Marple's responsibilities include reviewing entitlement applications, preparation of reports, and environmental documents as an extension of city staff. Project challenges include coordination with multiple department agents and applicants.

Consulting Services, Housing and Economic Development Department, City of Visalia, California, Project Manager – As an extension of City of Visalia's staff, Ms. Marple completed Level of Environmental Review Determinations (LERDs) including flood maps and hazardous waste verification statements to facilitate acquisition of various properties by the City of Visalia's Housing and Economic Development Department.

Consulting Services, Community Development Department, City of Wasco, California, Project Manager (2010-2011) – Ms. Marple acted as an extension of City staff for the City of Wasco's Community Development Department, including the processing of entitlements and related environmental documents. This project included being onsite to assist the public with planning-related questions and processes a minimum of three days a week.

Planner, City of Visalia, California (2010) – While employed as a planner for the City of Visalia, Ms. Marple processed entitlement applications, including general plan amendments, conditional use permits, lot-line adjustments, and site plan reviews, along with related environmental documents. Other responsibilities included the preparation of staff reports and presentations before the planning commission. Ms. Marple assisted the public with day-to-day planning-related questions at the public front counter.

Planner, City of Fresno, California (2003-2007) – While employed as a planner for the City of Fresno, Ms. Marple processed numerous entitlement applications including conditional use permits, site plan reviews, tentative

## Key Personnel Resumes

### **Dawn Marple** *(continued)* Senior Planner

tract maps, and lot-line adjustments. Ms. Marple prepared and reviewed environmental documents in accordance with CEQA guidelines. Other responsibilities included assisting the public through the planning entitlement process and providing appropriate direction, support, and training to subordinate staff in an effort to stimulate professional growth. Ms. Marple provided planning staff support, and prepared resolutions, ordinances and staff reports on a variety of subjects for delivery and presentation to the planning commission and city council. Ms. Marple also participated on a team that drafted and implemented the Single Family Residential In-fill Design Guidelines. Ms. Marple acted as the staff liaison to the Council District 4 Citizen Advisory Committee including the preparation of agendas for bi-weekly meetings and providing guidance to the appointed committee members during the review of proposed projects.

#### **Other Professional Experience**

In addition to the on-call and direct employment experience discussed above, Ms. Marple has performed the following tasks as a consultant to local agencies:

- Ms. Marple helped facilitate a comprehensive reorganization and update of the City of Manteca's zoning ordinance, including the subdivision ordinance. Ms. Marple translated regulations into a concise, user-friendly format incorporating contemporary planning practices.
- Facilitated a two-day visioning workshop for the community of Oildale in Kern County. Ms. Marple developed an implementation plan for the Kern County planning staff catering to the community's ideas extracted from the visioning workshop.
- Drafted numerous elements of the City of Taft's General Plan Update including the development of goals, policies, and implementing actions. Ms. Marple drafted responses to the public comments received following a 45-day public comment period on the associated general plan environmental impact report.
- Drafted the community design element of the City of Madera's General Plan Update. Ms. Marple developed goals and policies to ensure that the City of Madera would meet its goal of remaining a contemporary small city. Following a 45-day public comment period on the associated general plan environmental impact report, she prepared responses to public comments received.
- Contributed to the existing setting report for the Metropolitan Bakersfield General Plan Update, a joint effort by the City of Bakersfield and the County of Kern. Ms. Marple summarized major issues potentially impacting the preparation of the updated general plan and the associated environmental impact report. In addition, Ms. Marple drafted the land use, conservation, and parks and open space elements of the updated plan.
- Currently serving as the environmental project manager for the completion of both CEQA and NEPA compliance documentation for the design and construction of a new wastewater treatment plant in the City of Ridgecrest. Ms. Marple is responsible for the management of the environmental project team including sub-consultants to ensure the completion of the environmental compliance documentation evaluating the environmental impacts from the construction of the new wastewater treatment plant.
- Ms. Marple is the environmental project manager for an initial study/mitigated negative declaration pursuant to CEQA guidelines for new sewer lines in the City of Fresno, which will provide sanitary sewer service for existing and planned industrial development south of North Avenue. Ms. Marple ensured that all major environmental concerns were evaluated including impacts to cultural resources and impacts to nearby sensitive receptors regarding construction-related noise impacts.
- Involved working with the City of Fresno's Water Division towards the completion of an initial study/mitigated negative declaration for the construction of a 35-acre water recharge basin located on Nielsen Avenue. Challenges included the proximity to the Chandler Executive Airport and addressing concerns of potential site and groundwater contamination due to an adjacent abandoned Chevron pipeline.

## Key Personnel Resumes

### **Dawn Marple** *(continued)* Senior Planner

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- Ms. Marple assessed the environmental impacts from the construction of a 1.5-million-gallon elevated water storage tank. Major project responsibilities included assessment and mitigation of impacts that the 208-foot-tall and 60-foot-wide elevated tower would have on the adjacent residential and agricultural properties.
- As a sub-consultant to Live Oak Associates, Ms. Marple analyzed the environmental impacts for the reconstruction of the Road 600 Bridge in Madera County through an initial study/mitigated negative declaration in compliance with CEQA guidelines. Ms. Marple, as the environmental project manager, led the Provost & Pritchard project team in the analysis of the project's impacts to the environment.

## Key Personnel Resumes

### Mary Beatie Senior Planner

#### Education

- ✓ B.S. City and Regional Planning, California Polytechnic State University, San Luis Obispo
- ✓ General Continuing Education Coursework, University of California, Davis Extension
- ✓ APA & AEP Workshops, Webinars & Conferences

#### Affiliations

- ✓ American Planning Association (APA)
- ✓ Association of Environmental Planners (AEP)
- ✓ Visalia Economic Development Corporation (VEDC), Past Member, 2012
- ✓ Visalia Unified School District Facilities Advisory Committee and Measure E Campaign, Member, 2012-present
- ✓ Visalia Chamber of Commerce, Government Affairs Committee, 2010-present, Past Chair

#### Areas of Expertise

- ✓ Land Use Entitlement Processing & Presenting
- ✓ Site Plan Assessment & Concept Design
- ✓ CEQA/NEPA Documentation & Processing
- ✓ City/County Staff Support Services
- ✓ Staff & Project Management
- ✓ Special Studies
- ✓ Budgeting & Scheduling

### Professional Summary

Mary Beatie is a senior planner at Provost & Pritchard. With over 38 years of planning experience, she has managed and facilitated numerous land use planning projects and California Environmental Quality Act (CEQA) and National Environmental Policy Act (NEPA) environmental review documents. Ms. Beatie's career experience includes professional positions for both public agency (city and county) and private development sectors making her well-versed in the nuances of client representation, project management, and processing procedures from both sides of the counter. Her skill set includes planning, staff and project management, team and sub-consultant organization, and preparing and overseeing various levels of simple and complex scopes and budgets for land use planning and environmental documentation projects and agency departmental budgets. She has processed the full range of land use entitlement from General Plans and Amendments, Zone Changes, Use Permits, Variances, Parcel and Tract Maps, and Lot Line Adjustments. Over the course of her career, Ms. Beatie has developed a broad range of contacts and professional relationships within local (San Joaquin Valley) and state agencies.

### Relevant Experience

Environmental Coordinator/Environmental Assessment Officer, Assistant Director-Current Planning Branch, and Zoning Administrator, County of Tulare, California (1981-2004) – In her more-than 22-year tenure at the County of Tulare, Ms. Beatie served 14 years as the environmental coordinator and eight years as the environmental assessment officer. Overlapping this time was eight years spent as the Zoning Administrator. In her capacity as the environmental coordinator and environmental assessment officer, Ms. Beatie provided quality assurance/quality control reviews and comments on all environmental documents prepared internally by other department staff or by outside consultants on behalf of applicants. During her tenure, she performed environmental reviews for hundreds of discretionary land use entitlements.

In her role as Zoning Administrator (ZA) she served as the hearing officer for all non-Planning Commission discretionary land use entitlement permits—primarily conditional use permits and variances—for adequacy under law and to oversee the preparation, distribution, and posting of meeting agendas and minutes, as well as approving and signing the Resolutions of her actions capturing the required bases of fact, findings and conditions of approval regarding both the environmental document and the project, or bases for denial of the project.

### Other Professional Experience

Following her time with the County of Tulare, Ms. Beatie has provided professional services to local agencies on a variety of projects. Sample projects include:

## Key Personnel Resumes

### Mary Beatie *(continued)* Senior Planner

- Facilitating the City of Visalia's Development Standards Task Force Committee. In this role Ms. Beatie was responsible for organizing all the meetings, preparing agendas, and facilitating the meetings and topic discussions. She also gathered background information for use by committee members in understanding the topic and as examples of what other cities were doing to tackle similar development-related issues, policies, and ordinances. Development standards for which draft policies or draft ordinance recommendations were crafted included: pocket parks, drainage ponds co-utilized for recreational use, multiple-family good neighbor policy, temporary used car operations, and subdivision signage.
- Currently managing the preparation of the CEQA-Plus Environmental Impact Report as part of the design of a regional park and recharge basin for the City of Visalia. She is also overseeing the contracts and work of multiple specialty sub-consultants for the subjects of biological and cultural resources, traffic and circulation, air quality and greenhouse gas, noise, and water resources and flood control.
- Ms. Beatie was the lead planner in the preparation of a CEQA-Plus Environmental Impact Report as part of the required environmental documentation for Proposition 84- funded Wastewater System Feasibility Study for the unincorporated community of Plainview. Ms. Beatie also participated in several community outreach meetings to inform the citizenry of the CEQA process and how they could be involved and to receive feedback regarding environmental issues and explain how the project would address those concerns.
- Serving as Project Lead and Project Manager overseeing all project team and sub-consultant work efforts and product for two separate environmental impact reports (EIR) for expansion of the Tulare Regional Medical Center. This included being the primary author of the EIR, directing and overseeing support staff and sub-consultants, preparation of the site plan concept, a parking management plan, traffic impact assessment, air quality/greenhouse gas modeling and assessment, and cultural and architectural history and noise technical studies. She lead the application process for acquiring City of Tulare Land Use Entitlements for General Plan Amendment, conditional use permit, variance, and roadway abandonment. She also oversaw neighborhood and public outreach for the expansion campaign.
- Ms. Beatie oversaw the preparation of and was the lead author of a planning-level document for the City of Tulare Redevelopment Agency to enhance non-motorized travel within the school district serving Maple Elementary School. The project involved an intense block-by-block inventory of existing conditions, including a stretch of State Route 137, a needs gap assessment, prioritized project improvements list, cost estimating for the identified improvements, and development of funding sources and strategies for getting the improvement "on the ground."
- Under contract to the Kings County Association of Governments, Ms. Beatie prepared a planning-level document to that identified improvements for traffic calming and safety along State Route 41 and non-motorized transit along General Petroleum Avenue in Kettleman City. The primary project goal was to enhance pedestrian and bicycle access to the Kettleman City Elementary School and community service commercial and public facility locations (library, community services district office, fire and sheriff stations, and community park).
- Ms. Beatie was a lead author of a planning-level document identifying a context-sensitive solution to motorized and non-motorized travel around and through the Lincoln Oval Park area in the City of Visalia. The desires of the City of Visalia and Caltrans were achieved through extensive neighborhood outreach and participation in hands-on workshops, development of improvement plans achieving enhanced compatibility of traffic, bicycle and pedestrian operations, and a concept plan for a future vision of greater and safer public use of the park and surrounding commercial enterprises.

## Key Personnel Resumes

### **Mary Beatie** *(continued)* Senior Planner

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- Ms. Beatie is currently preparing an initial study/ mitigated negative declaration environmental document as part of the Sycamore Road Flood Reduction project for the City of Arvin. A lack of adequate surface storm water drainage capacity along Sycamore Road has resulted in annual flooding along the road and adjacent areas. The project consists of constructing underground storm drainage facilities and a regional storm water retention basin to alleviate the problems. Ms. Beatie was also responsible to oversee the work of biological and cultural sub-consultants and to coordinate resolve of issues and processing with City staff.



# 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 MANAGER  
STAFF REPORT

CITY COUNCIL MEETING  
COUNCIL MEETING DATE: OCTOBER 7, 2015

To: Mayor and City Council  
From: John Kunkel Interim City Manager  
Subject: Planning Commission Stipend Survey

## RECOMMENDATION

Council consider Planning Commission's request and direct staff as appropriate.

## EXECUTIVE SUMMARY

At the September 2, 2015 council meeting staff was directed to poll other Cities and see what their rate of compensation for their City Councils and their planning Commissions were. Staff has poled the Cities of Coalinga, Firebaugh, Kingsburg, Reedley, Selma, and Sanger (the results are posted in the discussion section of this report).

## OUTSTANDING ISSUES

Council stipends are controlled by State law and are tiered by population. Government Code Section 36516 provides that cities with a population of 35,000 or less may receive a stipend up to \$300 per month. Planning Commission stipends are usually set by Council action. Currently the Kerman Planning Commission meet once a month, if needed, and the current stipend is \$50.00.

## DISCUSSION

<u>City</u>	<u>City Council Stipend</u>	<u>Planning Commission Stipend</u>
Coalinga	\$300 per month	\$50.00 per meeting, meet twice per month
Firebaugh	None	None
Kingsburg	\$250 per month Mayor \$300 per month	None
Reedley	\$150 per month	None
Sanger	\$300	\$25.00 per meeting
Selma	\$300 per month	None
Kerman	\$300 per month	\$50.00 per meeting

### FISCAL IMPACT

If Council grants the requested stipend increase of an additional \$50.00 per meeting, the budget would be impacted by an additional \$3,390.98 (assuming monthly meetings are held Oct 2015-June 2016 and all commissioner are present).

### PUBLIC HEARING

None required