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# AGENDA KERMAN CITY COUNCIL

REGULAR MEETING  
Kerman City Hall  
850 S. Madera Avenue  
Wednesday, April 20, 2016  
6:30 PM

Stephen B. Hill – Mayor  
Gary Yep – Mayor Pro Tem  
Rhonda Armstrong – Council Member  
Bill Nijjer – Council Member  
Vacant – 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 for Years of Service to Joe Rodriguez and Ruben Prieto (KM)

## 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: [April 20, 2016](#)

### B. SUBJECT: Payroll

Payroll Report: March 13, 2016 - March 26, 2016: \$134,219.23: Retro Pay & Other: \$37.27; Overtime: \$3,620.44; Standby: \$988.51; Comp Time Earned: 28.88

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime Report](#)

### C. SUBJECT: Warrants

1. Nos. 8398-8494 \$200,632.93
2. Excepting - Sebastian: 8426 \$2,735.18

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

ATTACHMENTS: [Accounts Payable](#)

### D. SUBJECT: Monthly Investment Report Ending March 31, 2016 (TJ)

RECOMMENDATION: Council accept the monthly Investment Report as presented

ATTACHMENTS: [Investment Report](#)

## 3. PUBLIC HEARINGS

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

### A. SUBJECT: Appeal of Denial of Conditional Use Permit #16-01, Oriental Massage Business (OP)

RECOMMENDATION: Staff recommends Council by motion adopt resolution denying the Planning Commission's decision and granting the conditional use permit (CUP) #16-01, Oriental Massage Business located at 275 S. Madera Avenue in the General Commercial Zone District.

ATTACHMENTS: [Staff Report - CUP Appeal](#)

4. DEPARTMENT REPORTS

- A. SUBJECT: Request by Mr. Mackey Puckett for Consideration of Sales Pass-Through Agreement (OP/DB)

RECOMMENDATION: Council provide direction to staff as to whether or not the City Council would be willing to consider an agreement. Alternatively, staff could be directed to review the generic concept of Sales Pass-Through Agreement and develop criteria and a policy for consideration by the Council before presenting specific agreements.

ATTACHMENTS: [Staff Report - Puckett Request](#)

- B. SUBJECT: Appointment to Fill Vacant Council Seat (MR)

RECOMMENDATION: Council by motion adopt resolution making appointment to fill vacancy on the Council created by the resignation of Nathan Fox.

ATTACHMENTS: [Staff Report - Council Vacancy](#)

- C. SUBJECT: Participation in the San Joaquin Valley Water Infrastructure Authority Through Financial Contribution (MR)

RECOMMENDATION: Council by motion adopt resolution approving financial participation in the San Joaquin Valley Water Infrastructure Authority and authorize payment to the Authority.

ATTACHMENTS: [Staff Report – SJVWIA/Agreement](#)

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

- A. Chamber of Commerce Board Installation – Thursday, April 21, 6 p.m., La Ramada  
B. Almond Festival, Saturday, April 30, 11 a.m. – 3 p.m., Kerckhoff Park

7. CLOSED SESSION

8. ADJOURNMENT

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

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

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**MINUTES**  
**KERMAN CITY COUNCIL**  
 REGULAR MEETING  
 Kerman City Hall  
 850 S. Madera Avenue  
 Wednesday, April 6, 2016  
 6:30 PM

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

Present: Mayor Pro Tem Gary Yep (GY), Rhonda Armstrong (RA), Fox (NF),  
 Absent: Mayor Hill (SH), Nijjer (BN)  
 Also Present: City Manager Kunkel, City Attorney Cantú, Chief of Police,  
 Community Services Director, Finance Director, Lieutenant

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

**OPENING CEREMONIES**

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

6:38 p.m.

All present except  
 SH/BN

**AGENDA APPROVAL/ADDITIONS/DELETIONS**

Approved RA/NF  
 table 4.A to 5/18,  
 move 1.A to after  
 Item 6  
 (3-0-2) SH/BN  
 Approved  
 w/changes NF/RA  
 (3-0-2) SH/BN

**1. PRESENTATIONS/CEREMONIAL MATTERS**

A. Presentation to Nathan Fox Service on the City Council (SH)

Moved to after  
 Item 6

**REQUEST TO ADDRESS COUNCIL**

Daniel Babshoff

**2. CONSENT CALENDAR**

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

A. SUBJECT: Minutes

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll

Report: 2/28 - 03/12/2016: \$153,751.16; Retro Pay & Other: \$1,622.83;  
 OT: \$1,125.89; Standby: \$1,319.27; Comp Time Earned: 35.25

RECOMMENDATION: Council approve payroll as presented.

C. **SUBJECT:** Warrants Nos 8290-8397: \$265,175.19

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

D. **SUBJECT:** Initiation of Proceedings for the Annual Levy of Assessments for Landscape and Lighting District No. 1 (JJ)

**RECOMMENDATION:** Council by motion adopt resolution to initiate proceedings for the annual levy of assessments for Landscape and Lighting District No. 1 and authorize the City Engineer to file his annual report.

Res 12-13

3. PUBLIC HEARINGS

A. **SUBJECT:** Public Hearing for General Plan Amendment GPA 16- 01, Making Findings to Adopt the City of Kerman 2015-2023 Multi-Jurisdictional Housing Element, Initial Study and Mitigated Negative Declaration as Adequate Environmental document for the project (OP)

Opened PH  
Chelsey Payne  
Davis Slajchert  
Daniel Babshoff  
Closed PH  
Approved NF/RA  
(3-0-2) SH/BN

**RECOMMENDATION:** Council open public hearing, receive public comments, close public hearing, adopt General Plan Amendment for the City of Kerman 2015-2023 Multi-Jurisdictional Housing Element, Initial Study and Mitigated Negative Declaration as adequate environmental document for the project.

Res 16-14

4. DEPARTMENT REPORTS

A. **SUBJECT:** Resolution Submitting to City Voters at Next Regular Election to be Held On November 8, 2016, a Ballot Measure to Adopt an Ordinance Approving a Three Quarter Cent (.75%) Retail Transactions and Use Special Tax for Capital Projects for Public Safety, Parks, and Downtown Revitalization and Introduction of Ordinance. (JK)

Tabled to May 18 mtg.

B. **SUBJECT:** Request for Support from Kerman Relay for Life (MR)

Approved RA/NF  
\$500 (3-0-2)  
BN/SH

**RECOMMENDATION:** Council direct staff

C. **SUBJECT:** Proposed Utility Rate Changes for Fiscal Year 2016/2017 (TJ)

**RECOMMENDATION:** Council review proposed utility rates and direct to staff to schedule public hearing for June 1, 2016 to consider proposed utility rate changes.

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

7:25 p.m.  
BN arrived.

D. **SUBJECT:** Council Appointment to the West County Solid Waste Planning Committee (MR)

**RECOMMENDATION:** Council by minute order appoint one principal, Council member and one additional alternate staff member to serve on the West County Solid Waste Planning Committee.

Approved by MO  
Primary - BN  
Alternate - Ken  
Moore  
RA/NF (4-0-1) SH

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

Item 1. A moved on Agenda under Item 6

1. A Presentation to Nathan Fox Service on the City Council (SH)

Plaque presented  
for Service to NF.

7. CLOSED SESSION

None

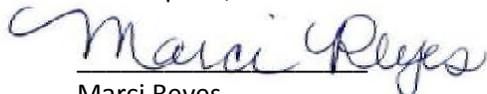
8. ADJOURNMENT

7:45 p.m. RA/BN  
(4-0-1) SH

#### 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: April 7, 2016



Marci Reyes  
City Clerk

# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: March 13 - March 26, 2016

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<b>ADMINISTRATION</b>										
Alvarez, Josefina	\$ 1,792.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,792.15	-
Camacho, Josie	\$ 1,250.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,250.31	-
Camacho-Collier, Carolina	\$ 2,472.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,472.00	-
Gonzalez, Diana	\$ 1,974.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,974.69	6.00
Jones, Toni	\$ 1,987.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,987.84	-
Kunkel, John	\$ 5,884.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,884.62	-
Mendoza, Gabriela	\$ 957.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 957.23	-
Nazaroff, Helen	\$ 2,107.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,107.85	-
Reyes, Marcia	\$ 2,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,715.69	-
<b>TOTAL</b>	<b>\$ 21,142.38</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 21,142.38</b>	<b>6.00</b>
<b>REC/SOCIAL</b>										
Arredondo, Barbara	\$ 1,542.05	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,542.05	-
Arredondo, Raquel	\$ 286.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 286.00	-
Ayala, Mariah	\$ 55.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 55.00	-
Burdine-Slaven, Jeanna	\$ 1,602.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,602.92	-
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	-
Garfias, Brayan	\$ 330.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 330.00	-
Gonzalez, Jose Felix	\$ 1,697.88	\$ 37.27	-	\$ -	-	\$ -	-	\$ -	\$ 1,735.15	-
Johnson, Theresa	\$ 1,767.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,767.23	-
LeBlanc, Noah	\$ 235.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 235.00	-
Lujan, Vanessa	\$ 696.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 696.00	-
Salvador, Mark	\$ 1,984.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,984.62	-
Sidhu, Nirmal	\$ 1,538.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,538.77	-
Silva, Jessica	\$ 590.63	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 590.63	-
Villa, Erika	\$ 430.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 430.00	-
Villalobos, Stacey	\$ 282.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 282.50	-
Villarreal, Arlene	\$ 1,410.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,410.92	-
<b>TOTAL</b>	<b>\$ 18,184.28</b>	<b>\$ 37.27</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 18,221.55</b>	<b>-</b>
<b>POLICE</b>										
Antuna, Eric	\$ 2,343.28	\$ -	8.00	\$ 351.49	-	\$ -	-	\$ -	\$ 2,694.77	-
Antuna, Miguel	\$ 864.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 864.00	-
Barbosa, Isaias	\$ 2,392.06	\$ -	8.00	\$ 358.81	-	\$ -	-	\$ -	\$ 2,750.87	-
Barcoma, Wilbert	\$ 2,924.56	\$ -	10.00	\$ 548.36	-	\$ -	-	\$ -	\$ 3,472.92	-
Belding, Jeff	\$ 2,526.71	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,526.71	4.50
Blohm, Joseph	\$ 4,463.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,463.31	-
Chapman, Tom	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	-
Davis, Jeff	\$ 3,070.74	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,070.74	-
Dunn, Jacob	\$ 1,784.77	\$ -	8.00	\$ 267.72	-	\$ -	-	\$ -	\$ 2,052.48	-
Francone, Kevin	\$ 600.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 600.00	-
Gill, Kevin	\$ 438.60	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 438.60	-
Godfrey, Kyle	\$ 1,182.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,182.00	-
Golden, John	\$ 3,535.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,535.75	-
Ledezma, Linda	\$ 1,272.11	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,272.11	-
Lehman, Dustin	\$ 1,874.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.31	-
Madrugá, Ron	\$ 2,437.62	\$ -	12.00	\$ 548.47	-	\$ -	-	\$ -	\$ 2,986.09	4.50
Magallon, Peter	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	-
Medina-Labetiaux, EJ	\$ 1,874.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.31	-
Mendoza, Sandra	\$ 2,460.41	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,460.41	2.25
Nelson, Christopher J	\$ 3,145.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,145.64	-
Ness, Lee	\$ 2,335.11	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,335.11	-
Nevis, James	\$ 2,323.72	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,323.72	-

# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: March 13 - March 26, 2016

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Ramirez, Donald	\$ 1,508.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,508.77	-
Raigoza, Ray	\$ 667.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 667.50	-
Rodrigues, Mary	\$ 1,776.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,776.92	-
Rodriguez, Erika	\$ 2,210.95	\$ -	4.00	\$ 165.82	-	\$ -	-	\$ -	\$ 2,376.78	4.50
Seroka, Dylan	\$ 1,784.77	\$ -	8.00	\$ 267.72	-	\$ -	-	\$ -	\$ 2,052.48	-
Tiwana, Manpreet	\$ 2,231.62	\$ -	8.00	\$ 334.74	-	\$ -	-	\$ -	\$ 2,566.36	-
Valdovinos, Jose	\$ 780.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 780.00	-
<b>TOTAL:</b>	<b>\$ 59,684.79</b>	<b>\$ -</b>	<b>66.00</b>	<b>\$ 2,843.12</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 62,527.90</b>	<b>15.75</b>
<b>PUBLIC WORKS</b>										
Arechiga, Pastor	\$ 338.28	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 338.28	-
Barajas, Michael	\$ 1,936.78	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,936.78	-
Castro, Joseph	\$ 1,804.15	\$ -	1.00	\$ 33.83	-	\$ -	1.50	\$ 33.83	\$ 1,871.81	-
Chavez, Fernando M.	\$ 2,451.96	\$ -	-	\$ -	-	\$ -	1.00	\$ 30.65	\$ 2,482.61	-
Gastelum, Humberto	\$ 1,942.93	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,942.93	-
Gonzales, Ruben	\$ 2,031.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.25	-
Gruce, Robert	\$ 2,502.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,502.92	-
Isaak, Denise	\$ 1,481.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,481.54	-
Lutz, Laura	\$ 495.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 495.00	-
Madruga, Lydia	\$ 1,984.57	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,984.57	-
Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	-
Ramirez, Manuel	\$ 1,849.26	\$ -	7.00	\$ 300.50	-	\$ -	22.50	\$ 520.10	\$ 2,669.87	-
Sanchez, Daniel	\$ 1,538.77	\$ -	10.00	\$ 336.61	-	\$ -	21.00	\$ 403.93	\$ 2,279.30	-
Tinoco, Alfonso	\$ 1,131.23	\$ -	1.00	\$ 21.21	-	\$ -	-	\$ -	\$ 1,152.44	-
Vallejo, Edward	\$ 2,321.48	\$ -	1.00	\$ 43.53	-	\$ -	-	\$ -	\$ 2,365.01	-
Zapata, Domingo	\$ 1,105.70	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,105.70	-
<b>TOTAL</b>	<b>\$ 28,769.67</b>	<b>\$ -</b>	<b>20.00</b>	<b>\$ 735.68</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 46.00</b>	<b>\$ 988.51</b>	<b>\$ 30,493.86</b>	<b>-</b>
<b>PLANNING</b>										
Kufis, Chris	\$ 2,417.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,417.12	2.63
Pimentel, Olivia	\$ 2,220.99	\$ -	1.00	\$ 41.64	-	\$ -	-	\$ -	\$ 2,262.64	4.50
Garza, Amy	\$ 500.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 500.00	-
<b>TOTAL</b>	<b>\$ 5,138.12</b>	<b>\$ -</b>	<b>1.00</b>	<b>\$ 41.64</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 5,179.76</b>	<b>7.13</b>
<b>PLANNING</b>					<b>COUNCIL</b>					
Epperson, R	\$ 75.00							Yep, G	\$ 125.00	
Bandy, R	\$ 75.00							Fox, N	\$ 125.00	
Nehring, K	\$ 75.00							Nijjer, D	\$ 175.00	
Espino, L	\$ 75.00							Armstrong, R	\$ 175.00	
Wettlaufer, K	\$ 75.00							Hill, S	\$ 175.00	
Jones, C	\$ 75.00									
Nunez, M	\$ 75.00									
<b>Total</b>	<b>\$ 525.00</b>			<b>Total</b>					<b>\$ 775.00</b>	
<b>GRAND TOTAL:</b>	<b>\$134,219.23</b>	<b>\$37.27</b>	<b>87.00</b>	<b>\$3,620.44</b>	<b>-</b>	<b>\$0.00</b>	<b>46.00</b>	<b>\$988.51</b>	<b>\$ 138,865.45</b>	<b>28.88</b>

**CITY OF KERMAN  
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

**PAY PERIOD 03/13/16-03/26/16**

**POLICE DEPARTMENT**

**Overtime Categories - Number of Hours**

Regular Overtime	Shift Coverage	SID	Court	Avoid the 21 Grant	Special Events	Total
	12		2	52		66
(see notes below for overtime description)						

**DOUBLE TIME: (Sunday)**

	<b>Sub Total</b>	<u>0</u>
		66

**PUBLIC WORKS DEPARTMENT**

**Overtime Categories - Number of Hours**

Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total
3	2	1	0	1	3	10

**DOUBLE TIME: (Sunday)**

2	4	0	0	0	4	10
<b>Sub Total</b>						<u>20.00</u>

**COMMUNITY SERVICES DEPARTMENT**

**Overtime Categories - Number of Hours**

Regular Overtime	After Hour Event	Total
		0
<b>Sub Total</b>		<u>0</u>

**FINANCE / PLANNING DEPARTMENTS**

**Overtime Categories - Number of Hours**

Planning Regular Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit	Total
1					1
<b>Sub Total</b>					<u>1</u>

**Total Hours (All Departments) 87.00**

**POLICE DEPARTMENT:**

- Regular Overtime** – hrs late arrests, hrs explorers, hrs late arrests/reports, hrs travel time, hr writing eval,
- Shift Coverage** – 12 hrs shift coverage due to officers being out on vacation, or called in sick, hrs DT due to call out on Sunday
- Special Investigation Division (SID)** – Special police action is required such as a search warrant, surveillance, and other crime patterns, etc.
- Court** – 2 hrs - court appearance
- Grant** – 52 hrs - AVOID Grant
- Special Events** - hrs July 3rd Fireworks show

**PUBLIC WORKS DEPARTMENT:**

- Water Service** - 3 hrs OT & 2 hrs DT for shut-off and turn-on of service, all water related emergencies.
- Sewer Emergencies** 2 hrs OT & 4 hrs DT SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related issues)
- Animal Control** 1 hr OT - Vicious or dead animals (not normally used for stray animals)
- Special Events** -
- Other** - 1 hr OT - Stop sign down Siskiyou & EST
- Call Back** -

**On-Call Duties** - 3 hrs OT & 4 hrs DT for reading and recording flow meters on wells and sewer plant, feed and clean kennels, verify WWTP running effectively, etc. OT is for two weekends and/or any holidays

**COMMUNITY SERVICES DEPARTMENT**

- Regular Overtime** – Planning Commission meeting
- 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**

- Planning 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: gmendoza  
 Printed: 4/14/2016 1:30 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
8398	10923	AMBER CHEMICAL INC	04/05/2016	
	0335109-IN	WTR-325 GL BULK CHLORINE		738.64
	0335111-IN	WTR-16-15 GL CARBOYS CHLORINE		720.00
	0335111-IN	WTR-CARBOY DEPOSIT		320.00
	0335111-IN	WTR-CARBOY REFUND		-180.00
	0335111-IN	WTR-TAX		59.22
Total for Check Number 8398:				1,657.86
8399	10908 04012016	KEN BOYD AAC-CAT TRAP DEPOSIT REIMBURSEMEN	04/05/2016	50.00
Total for Check Number 8399:				50.00
8400	10079 91088	CAMCO VE EQUIP-SUPPLIES	04/05/2016	57.77
Total for Check Number 8400:				57.77
8401	10452 K022416 K022416 K030216 K030216	CITY OF FRESNO WMD WTR-LAB ANALYSIS SWR-LAB ANALYSIS SWR-LAB ANALYSIS WTR-LAB ANALYSIS	04/05/2016	30.00 75.00 125.00 67.50
Total for Check Number 8401:				297.50
8402	10109 04012016	COUNTY OF FRESNO PD-FEB PARKING ACTIVITY	04/05/2016	112.50
Total for Check Number 8402:				112.50
8403	10118 43047275	DAPPER TIRE PD REP-STOCK TIRES FOR PD CARS	04/05/2016	771.71
Total for Check Number 8403:				771.71
8404	10144 3007540	ELBERT DISTRIBUTING, INC SWR-SLIP AXLE ADDITIVE FOR BLOWERS	04/05/2016	87.36
Total for Check Number 8404:				87.36
8405	10154 CAFR256093 CAFR256093 CAFR256093 CAFR256093 CAFR256093 CAFR256093 CAFR256093 CAFR256093 CAFR256093	FASTENAL COMPANY SWR-ORANGE PAINT PARKS-SUPPLIES 4 INV <\$50 SWR-SUPPLIES 5 INV <\$50 VE EQUIP-SUPPLIES 2 INV <\$50 LLD-SUPPLIES 3 INV <\$50 STRTC-SUPPLIES 7 INV <\$50 WTR-SUPPLIES 1 INV <\$50 WTR-SUPPLIES 2 INV <\$50	04/05/2016	61.48 33.00 87.69 14.73 55.49 142.85 21.08 36.63

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	CAFR256093	VE SUPPL-SAFETY PAINT		114.21
			Total for Check Number 8405:	567.16
8406	11028 1	FRESNO HUMANE ANIMAL SERVICES AAC-EUTHANASIA TRAINING K GODFREY	04/05/2016	50.00
			Total for Check Number 8406:	50.00
8407	11030 113	GABRIEL GOMEZ WTR-2 HIGH EFF TOILET REBATE	04/05/2016	151.44
			Total for Check Number 8407:	151.44
8408	11031 0031541	ELSA GONZALES CTC-RENTAL REFUND CTC 3/26/16	04/05/2016	400.00
			Total for Check Number 8408:	400.00
8409	10185 9060287225	GRAINGER SWR-SAFETY EQUIP FOR CONFINED SPAC	04/05/2016	849.35
			Total for Check Number 8409:	849.35
8410	10767 04052016 04052016	IDESIGN CUSTOM SCREEN PRINTING REC-TENNIS T-SHIRTS REC-START SMART BASEBALL T-SHIRTS	04/05/2016	285.00 320.00
			Total for Check Number 8410:	605.00
8411	10228 N16-240	J'S COMMUNICATIONS, INC PD-3 PORTABLE MOTOROLA RADIOS & C/	04/05/2016	2,227.37
			Total for Check Number 8411:	2,227.37
8412	10229 5893	JUDICIAL DATA SYSTEMS CRP PD-PARKING ACTIVITY FOR FEB 2016	04/05/2016	100.00
			Total for Check Number 8412:	100.00
8413	10250 03/31/2016	LIEBERT CASSIDY WHITMORE ADM- HR TRAINING	04/05/2016	60.00
			Total for Check Number 8413:	60.00
8414	11021 109	GRACE MERINO WAT-2 HIGH EFF TOILET REBATE	04/05/2016	162.31
			Total for Check Number 8414:	162.31
8415	10266 4/19 WTR SMPL	MOORE TWINING ASSOCIATES, INC WTR-WATER SAMPLE CLASS A TINOCO	04/05/2016	75.00
			Total for Check Number 8415:	75.00
8416	10273 26261	NAFFA INTERNATIONAL INC BPO-PLAN CHECK FEES	04/05/2016	3,180.29
			Total for Check Number 8416:	3,180.29
8417	10487 04052016	LORA NEHRING REC-INSTRUCTOR FEE MARCH 2016	04/05/2016	374.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 8417:	374.50
8418	11029 901854258	NORTHERN SAFETY & INDUSTRIAL WTR CONSRV-NITRILE GLOVES	04/05/2016	17.45
			Total for Check Number 8418:	17.45
8419	10282 829096411001 829596615001 829603357001 831200341001 831384997001	OFFICE DEPOT PARKS-PRINTER FOR CITY YARD BREAKR CS-DIGITAL THERMOMETER, HEADSEAT CS-MGRIP PHONE HOLDER CS-RETURN BLUETOOTH HEADSEAT CS-RETURN MGRIP PHONE HOLDER	04/05/2016	236.46 90.35 12.72 -55.74 -12.72
			Total for Check Number 8419:	271.07
8420	10285 8401212	ONTRAC BPO-PLAN CHECK OVERNIGHT DELIVERY	04/05/2016	90.35
			Total for Check Number 8420:	90.35
8421	10289 5741309690-0	P.G.& E. BPO-MONTHLY SERVICE 2/25/16-03/24/16	04/05/2016	443.60
			Total for Check Number 8421:	443.60
8422	11032 00036097	ALICIA PEREZ CTC-DEPOSIT REFUND CTC 4/2/16	04/05/2016	400.00
			Total for Check Number 8422:	400.00
8423	11033 00052787	MONICA PEREZ CTC-DEPOSIT REFUND SCOUT HUT 4/2/16	04/05/2016	100.00
			Total for Check Number 8423:	100.00
8424	10307 PKG ID #44532	POSTAL ANNEX WTR-MAIL RETURN WATER METER	04/05/2016	40.34
			Total for Check Number 8424:	40.34
8425	10986 1212101	ROTARY CLUB OF KERMAN PD-FEB/MAR DUES FOR CHIEF BLOHM	04/05/2016	194.00
			Total for Check Number 8425:	194.00
8426	10332 10374307	SEBASTIAN VAR-MONTHLY PHONE SERVICE VAR-MONTHLY PHONE SERVICE	04/05/2016	572.41 17.46 26.19 218.25 2.18 7.86 200.79 305.56 65.48 82.94 218.25 327.38 50.20 218.25

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	10374307	VAR-MONTHLY PHONE SERVICE		104.00
	10374307	VAR-MONTHLY PHONE SERVICE		74.21
	10374307	VAR-MONTHLY PHONE SERVICE		139.69
	10377964	VAR-MONTHLY BURGLAR ALARM SERVIC		52.04
	10377965	VAR-MONTHLY BURGLAR ALARM SERVIC		52.04
Total for Check Number 8426:				2,735.18
8427	10337	SLUMBERGER LUMBER	04/05/2016	
	04042016	WTR-SUPPLIES 8 INV <\$50 ACCT #3305		112.17
	04042016	SWR-SUPPLIES 7 INV <\$50 ACCT #3305		100.70
	04042016	WTR-SUPPLIES 3 INV <\$50 ACCT #3305		52.35
	04042016	SWR-SUPPLIES 3 INV <\$50 ACCT #3305		52.34
	B274505	WTR-STAKES CONCRETE ACCT #3305		153.40
	B274516	WTR-CONCRETE FOR WELL #17 ACCT #3305		81.16
	B275091	WTR-CONCRETE ACCT #3305		142.85
	B275109	WTR-CONCRETE ACCT #3305		58.44
	C169145	WTR-PLYWOOD FOR WEL #17 CONCRETE		63.98
	C169500	SWR-ABS FITTING CEMENT ACCT #3305		56.67
	C169843	WTR-CONCRETE ACCT #3305		81.16
Total for Check Number 8427:				955.22
8428	10345	STATE OF CALIFORNIA	04/05/2016	
	4012016	C FTB TAX-WAGE GARNISHMENT		50.00
Total for Check Number 8428:				50.00
8429	10754	SUPPLYWORKS	04/05/2016	
	361197031	CTC-JANITORIAL CLEANING SUPPLIES		696.32
	361813447	CTC-JANITORIAL CLEANING SUPPLIES		59.81
	362401440	CTC-JANITORIAL SUPPLIES		177.12
Total for Check Number 8429:				933.25
8430	10354	T & T PAVEMENT MARKINGS	04/05/2016	
	20151009	STRTC-7 STOP SIGNS		325.76
Total for Check Number 8430:				325.76
8431	10355	TARGET SPECIALTY PRODUCTS	04/05/2016	
	P10402348	SD-SNAPSHOT PRE-EMERGENT HERBICID		497.84
Total for Check Number 8431:				497.84
8432	10386	US BANK CORPORATE PAYMENT	04/05/2016	
	424604455565000	VAR- CREDIT CARD CHARGES		291.13
	424604455565000	VAR- CREDIT CARD CHARGES		145.00
	424604455565000	VAR- CREDIT CARD CHARGES		88.38
	424604455565000	VAR- CREDIT CARD CHARGES		345.91
	424604455565000	VAR- CREDIT CARD CHARGES		64.87
	424604455565000	VAR- CREDIT CARD CHARGES		98.25
	424604455565000	VAR- CREDIT CARD CHARGES		948.14
	424604455565000	VAR- CREDIT CARD CHARGES		100.00
	424604455565000	VAR- CREDIT CARD CHARGES		45.00
	424604455565000	VAR- CREDIT CARD CHARGES		3.46
	424604455565000	VAR- CREDIT CARD CHARGES		145.92
	424604455565000	VAR- CREDIT CARD CHARGES		499.00
	424604455565000	VAR- CREDIT CARD CHARGES		49.90
	424604455565000	VAR- CREDIT CARD CHARGES		45.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 8432:	2,869.96
8433	10399 213665	VETERINARY MEDICAL CENTER AAC-1 EUTHANASIA OF ANIMAL	04/05/2016	24.70
			Total for Check Number 8433:	24.70
8434	11034 00052939	VIANEY VILLA CTC-DEPOSIT REFUND SCOUT HUT 4/3/16	04/05/2016	100.00
			Total for Check Number 8434:	100.00
8435	10401 1-9632	WALLY'S TIRE AND WHEEL VE EQUIP-2 TRAILER TIRES	04/05/2016	165.82
			Total for Check Number 8435:	165.82
8436	UB*00301	URIEL ABARCA TRUJILLO Refund Check	04/05/2016	123.69
			Total for Check Number 8436:	123.69
8437	UB*00296	CRISTINA COREA Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	04/05/2016	0.24 13.70 8.17 21.66 1.50 0.76
			Total for Check Number 8437:	46.03
8438	UB*00306	TIANA DURSO Refund Check	04/05/2016	97.39
			Total for Check Number 8438:	97.39
8439	UB*00308	AZUSENA GARCIA Refund Check Refund Check Refund Check Refund Check	04/05/2016	0.04 2.36 1.41 0.51
			Total for Check Number 8439:	4.32
8440	UB*00295	JOSEPH CROWN CONSTRUCTION Refund Check Refund Check	04/05/2016	0.31 26.55
			Total for Check Number 8440:	26.86
8441	UB*00303	JOSEPH CROWN CONSTRUCTION Refund Check Refund Check	04/05/2016	0.17 10.16
			Total for Check Number 8441:	10.33
8442	UB*00305	NICK KORNOFF JR Refund Check Refund Check Refund Check	04/05/2016	3.66 9.71 6.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Refund Check		0.67
		Refund Check		0.41
		Refund Check		12.69
		Refund Check		0.11
			Total for Check Number 8442:	34.20
8443	UB*00299	MARIA LOPEZ	04/05/2016	
		Refund Check		78.69
			Total for Check Number 8443:	78.69
8444	UB*00307	MICHAEL MENDOZA	04/05/2016	
		Refund Check		0.08
		Refund Check		4.25
		Refund Check		2.54
		Refund Check		4.03
			Total for Check Number 8444:	10.90
8445	UB*00313	PAUBLA & ISIDRO MENDOZA	04/05/2016	
		Refund Check		150.00
			Total for Check Number 8445:	150.00
8446	UB*00300	RITA MENDOZA	04/05/2016	
		Refund Check		98.07
			Total for Check Number 8446:	98.07
8447	UB*00297	VALERIE RODRIGUEZ	04/05/2016	
		Refund Check		63.58
			Total for Check Number 8447:	63.58
8448	UB*00304	STEPHANIE SHIPLEY	04/05/2016	
		Refund Check		147.13
		Refund Check		7.56
		Refund Check		1.03
		Refund Check		9.17
		Refund Check		8.55
		Refund Check		0.83
		Refund Check		0.28
			Total for Check Number 8448:	174.55
8449	UB*00298	KULWINDER SIDHU	04/05/2016	
		Refund Check		171.47
		Refund Check		0.18
		Refund Check		6.20
		Refund Check		16.43
		Refund Check		11.76
		Refund Check		1.14
		Refund Check		0.70
			Total for Check Number 8449:	207.88
8450	UB*00311	JOHN SOLIS	04/05/2016	
		Refund Check		58.36
		Refund Check		0.47
		Refund Check		0.28
		Refund Check		0.75

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Refund Check		0.53
		Refund Check		0.05
		Refund Check		0.03
Total for Check Number 8450:				60.47
8451	UB*00309	MARIA URBIETA Refund Check	04/05/2016	122.50
Total for Check Number 8451:				122.50
8452	UB*00312	ALVARO VALLE Refund Check	04/05/2016	139.31
Total for Check Number 8452:				139.31
8453	UB*00302	FRED VALLES Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	04/05/2016	19.52 0.17 5.63 14.94 1.03 0.63
Total for Check Number 8453:				41.92
8454	UB*00310	GERRY & GABRIEL VILLA Refund Check Refund Check	04/05/2016	0.03 1.44
Total for Check Number 8454:				1.47
Total for 4/5/2016:				23,543.82
8455	11036 CB13191 CB13191	APPLEBY & CO BPO-BUILDING PLANS IMAGING & ELECT BPO-BUILDING PLANS IMAGING & ELECT	04/13/2016	3,253.64 1,394.41
Total for Check Number 8455:				4,648.05
8456	11035 1500-00020709	ASBURY ENVIRONMENTAL SERVICES VE-OIL & GAS FILTER DISPOSAL	04/13/2016	55.00
Total for Check Number 8456:				55.00
8457	10617 375707	C A REDING CO INC BPO-LANIER/MP C3503 COPIER	04/13/2016	100.04
Total for Check Number 8457:				100.04
8458	10098 81863	CLEANSTREET INC STRT-MONTHLY SWEEP FEE MAR 2016	04/13/2016	6,672.90
Total for Check Number 8458:				6,672.90
8459	10102 52547 52611	CODE PUBLISHING COMPANY CLRK-KMO ELECTRONIC UPDATE 16-01 CLRK-SUPPLEMENT UPDATE MARCH 2016	04/13/2016	42.90 228.00
Total for Check Number 8459:				270.90

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
8460	10107 2574-761250	CONSOLIDATED ELECTRICAL DISTRE STRTC-CREE LED COBRA HEAD	04/13/2016	676.41
Total for Check Number 8460:				676.41
8461	10108 127550 127550	COOKS COMMUNICATIONS CORP VE-UP FIT NEW SUV #1488 VE-CREDIT ON ACCOUNT	04/13/2016	10,632.29 -161.80
Total for Check Number 8461:				10,470.49
8462	10826 756484	CROWN SERVICES CORPORATION STRT-PORTABLE RESTROOM RENTAL 4 W	04/13/2016	225.65
Total for Check Number 8462:				225.65
8463	10118 43075188	DAPPER TIRE PD REP-STOCK TIRES FOR PD CARS	04/13/2016	406.61
Total for Check Number 8463:				406.61
8464	10445 544486	DELTA LIGHTING PRODUCTS INC. CTC-LIQUID ENZYME PROPRIETARY	04/13/2016	562.52
Total for Check Number 8464:				562.52
8465	10144 3007638 3007638 5907477 5907477	ELBERT DISTRIBUTING, INC VE REP-STOP SQUEAL MOA CF5 PD REP-STOP SQUEAL MOA CF5 PD REP-SALES TAX VE REP-SALES TAX	04/13/2016	78.55 78.55 8.67 8.68
Total for Check Number 8465:				174.45
8466	10157 1166356	FERGUSON ENTERPRISES INC. WTR-METER FLANGE/PARTS	04/13/2016	95.27
Total for Check Number 8466:				95.27
8467	10175 04122016 04122016 04122016 04122016 04122016 04122016 04122016 04122016 04122016 04122016 04122016 04122016 04122016 04122016	G & K SERVICES, INC VAR-UNIFORMS, MATS SUPPLIES: BUILDI VAR-UNIFORMS, MATS SUPPLIES: REC AL VAR-UNIFORMS, MATS SUPPLIES: PLANN VAR-UNIFORMS, MATS SUPPLIES: UNIFOI VAR-UNIFORMS, MATS SUPPLIES: BLDG/P. VAR-UNIFORMS, MATS SUPPLIES: WATER VAR-UNIFORMS, MATS SUPPLIES: SEWER VAR-UNIFORMS, MATS SUPPLIES: SOLID V VAR-UNIFORMS, MATS SUPPLIES: STORM VAR-UNIFORMS, MATS SUPPLIES: VEHICL VAR-UNIFORMS, MATS SUPPLIES: LANDSC VAR-UNIFORMS, MATS SUPPLIES: STREET VAR-UNIFORMS, MATS SUPPLIES: MEASU	04/13/2016	0.95 33.72 6.40 15.75 1,157.22 84.50 70.89 7.31 12.30 20.02 8.45 17.74 45.65
Total for Check Number 8467:				1,480.90
8468	10191 CTCS60153	H & J CHEVROLET INC VE-REPAIR AIR BAG COIL #1398	04/13/2016	490.03
Total for Check Number 8468:				490.03
8469	10205	INDEPENDENT STATIONERS	04/13/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	CM-000027483	REC-CREDIT MEMO MISSING ITEM		-9.19
	IN-000588664	REC-PAPER FOOTBALL/VOLLEYBALL		163.01
	IN-000588665	REC-PAPER DAY CAMP		80.87
	IN-000588667	REC-PAPER AQUATICS		73.51
	IN-000588841	REC-PAPER FOOTBALL REPLACEMENT		9.19
	IN-000588851	NUT-NUTRITION HAND SANITIZER		38.64
	IN-000588880	NUT-NUTRITION DISINFECTANT WIPES		17.87
			Total for Check Number 8469:	373.90
8470	10932 MARCH 2016	KARL C SCHOETTLER BPO-CONTRACT PLANNING SERVICES MA	04/13/2016	3,735.00
			Total for Check Number 8470:	3,735.00
8471	10239 17327 41060 41095	KERWEST INC CLRK-YEARLY SUBSCRIPTION CC-PH HOUSING ELEMENT CC-COUNCIL APPOINTMENT NOTICE	04/13/2016	35.00 90.00 108.00
			Total for Check Number 8471:	233.00
8472	10243 4114 4114 4114	KINGS RIVER CONSERVATION DISTRI WTR-RESOURCE ANALYST WTR-DIRECTOR OF FINANCE WTR-COPY & POSTAGE COSTS	04/13/2016	141.71 20.46 2.28
			Total for Check Number 8472:	164.45
8473	10252 1191817 1191929	LITHIA FORD OF FRESNO PD REP-MANIFOLD T-STAT #1422 PD REP-GASKET SEAL #1422	04/13/2016	475.67 69.76
			Total for Check Number 8473:	545.43
8474	10255 16674	MADERA TROPHY CC-PLAQUE-FOX	04/13/2016	47.63
			Total for Check Number 8474:	47.63
8475	10261 03312016 03312016 03312016	MID VALLEY DISPOSAL, INC SWA-MARCH 2016 SW CHARGES CITY PORTION FOR MARCH 2016 ROLL OFF/FRANCHISE FEES	04/13/2016	89,449.84 -17,889.97 -785.00
			Total for Check Number 8475:	70,774.87
8476	10265 03312016	MONTOY LAW CORPORATION ADM-MARCH LEGAL SERVICES	04/13/2016	10,222.00
			Total for Check Number 8476:	10,222.00
8477	10286 3921-262503 3921-262890 3921-263921 3921-264182 3921-264293 3921-264325 3921-264463 3921-264472 3921-264509	O'REILLY AUTOMOTIVE, INC VE REP-ALTERNATOR #1398 VE SUPPL-BRAKE PULLER FOR TOOL BOX PD REP-BRAKE PADS/ROTOR #1471 VE EQUIP-BATTERY FOR YAMAHA #1364 PD REP-SOLAR CHARGER VE EQUIP-SUPPLIES #1370 PD REP-DISK PAD SET #1420 PD REP-RETURN #264293 SOLAR CHARGEI PD REP-RETURN #263921 DISK PAD SET	04/13/2016	144.23 125.94 375.90 101.95 216.43 21.83 63.11 -216.43 -63.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	3921-265183	PD REP-IGNITION COIL #1422		421.64
	3921-265252	VE EQUIP-WRENCH SET FOR SHOP TOOL I		54.10
	3921-265372	PD REP-BELT IDLER PULLEY #1422		41.86
			Total for Check Number 8477:	1,287.45
8478	10282	OFFICE DEPOT	04/13/2016	
	830091745001	CREDIT ON RETURNED ITEMS		-503.22
	830175824001	WTR-LARGE MONITOR FOR SCADA		453.42
	830175824001	SWR-LARGE MONITOR FOR SCADA		453.42
	830215558001	BPO-OFFICE SUPPLIES		993.60
	830219872001	BPO-OFFICE SUPPLIES		12.10
			Total for Check Number 8478:	1,409.32
8479	10289	P.G.& E.	04/13/2016	
	2881141119-9	CS-TRANSIT BUS FUEL MARCH 2016		171.37
	3920400666-0	STRT-MONTHLY SERVICE 3/1/16-3/29/16		4,289.84
	4055166878-9	LLD-MONTHLY SERVICE 2/29/16-3/28/16		1,509.83
	4055166878-9	LLD-INSTALLMENT LOAN LED		1,207.83
	4939626163-5	VE-MONTHLY SERVICE		561.36
	6206788690-3	CS-MONTHLY UTILITIES		2,256.65
	6206788690-3	CS-MONTHLY UTILITIES		1,651.86
	6206788690-3	CS-MONTHLY UTILITIES		445.76
	6206788690-3	CS-MONTHLY UTILITIES		100.00
	6206788690-3	CS-MONTHLY UTILITIES		76.29
	6825025396-7	ADM-MONTHLY UTILITIES 3/1/16-4/1/16		1,008.33
			Total for Check Number 8479:	13,279.12
8480	11038	CASSANDRA RODRIGUEZ	04/13/2016	
	00050940	CTC-DEPOSIT REFUND SCOUT HUT 4/9/16		100.00
			Total for Check Number 8480:	100.00
8481	11039	JOSE SEGOVIA	04/13/2016	
	00056327	CTC-DEPOSIT REFUND SCOUT HUT 4/10/16		100.00
			Total for Check Number 8481:	100.00
8482	10914	SIERRA HR PARTNERS	04/13/2016	
	45486	ADM-HR HANDBOOK COMPLIANCE		250.00
			Total for Check Number 8482:	250.00
8483	10337	SLUMBERGER LUMBER	04/13/2016	
	B276888	STRT- READY MIX CONCRETE ACCT #3315		81.16
	B277486	WTR-CONCRETE FOR FIRE HYDRANT ACC		58.44
	B277666	WTR-RACHETING PVC CUTTER ACCT #3315		17.30
	B277667	SWR-SUPPLIES FOR CLARIFIER SPRAYER		90.81
	B277999	BLDG-BALLAST PW OFFICE ACCT #3315		37.86
	C173913	STRTC-POST MIX ROLLER ACCT #3315		5.93
	C173959	BLDG-LIGHTS PW OFFICE ACCT #3315		21.62
			Total for Check Number 8483:	313.12
8484	10338	SMITH AUTO	04/13/2016	
	04CR000868	VE REP-WARRANTY CREDIT #1392		-75.70
	04IN005168	WTR-TOOL SET		10.82
	04IN005168	SWR-TOOL SET		10.81
	04IN005275	PD REP-SPARK PLUGS #1422		29.78
	04IN005373	PD REP-FILTER STOCK FOR NEW SUV'S		17.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	04IN005374	PD REP-FILTER STOCK FOR NEW SUV'S		42.33
	04IN005564	VE SUPPL-ADAPTER REDUCER FOR TOOL		3.24
	04IN005916	PARKS-RATCHET TIE DOWN STRAP		10.81
	04IN006084	PD REP-REAR BRAKE PADS #1480		58.76
	04IN006085	VE REP-BATTERY #1392		77.87
	04IN006162	VE EQUIP-STARTING FLUID		2.69
Total for Check Number 8484:				188.41
8485	10561 IN-000332848	SOUTHERN COMPUTER WAREHOUSE FIN-HP PRODESK DESTOP COMPUTER	04/13/2016	606.46
Total for Check Number 8485:				606.46
8486	10346 LW-1005726	STATE WATER RESOURCE CNTRL BRI WTR-SYS # 1010018 ENFORCEMENT FEES '	04/13/2016	3,049.29
Total for Check Number 8486:				3,049.29
8487	11037 16-RES-0014	SUNRUN REFUND FOR 14322 W SHERI ST	04/13/2016	130.00
Total for Check Number 8487:				130.00
8488	10754 363589987	SUPPLYWORKS CTC- JANITORIAL SUPPLIES	04/13/2016	950.86
Total for Check Number 8488:				950.86
8489	10355 PI10403622	TARGET SPECIALTY PRODUCTS SD-FINALE HERBICIDE	04/13/2016	757.40
Total for Check Number 8489:				757.40
8490	10357 11651	TAYLOR MADE IRRIGATION STRTC-SUPPLIES	04/13/2016	7.00
Total for Check Number 8490:				7.00
8491	10717 1081	VORTAL INC ADM-MONTHLY WEB HOSTING & MTG AP	04/13/2016	50.00
Total for Check Number 8491:				50.00
8492	10406 51107 51107	WEST HILLS OIL INC VE-FUEL MAR 16-31 VE-B ARREDONDO TRANSPORT	04/13/2016	2,875.83 337.51
Total for Check Number 8492:				3,213.34
8493	10412 084072224 084072224 84072225	XEROX CORPORATION WTR-COPIER LEASE AGREEMENT MAR 20 SWR-COPIER LEASE AGREEMENT MAR 20 CS-REC DEPT COPIER MARCH 2016	04/13/2016	131.07 131.07 314.45
Total for Check Number 8493:				576.59
8494	10413 35097 35098 35099 35100	YAMABE & HORN ENGINEERING INC GOLDENROD RAILROAD CROSSING WHITESBRIDGE & VINELAND TRAFFIC SI TRACT NO 5478 WESTERN INSUR LAWSUI GENERAL ENGINEERING	04/13/2016	380.00 150.00 1,496.25 577.50

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
35101		MID-VALLEY DISPOSAL EXPANSION REVI		656.25
35102		MEDIAN TRANSITION PLAN		4,110.00
35103		VINELAND AVE WIDENING		910.00
35104		UPRR PEDESTRIAN & BICYCLE TRAIL		8,285.00
35105		PROP 84 WATER METER PROJECT		1,012.50
35106		CALIFORNIA & MAY RECONSTRUCTION-F		412.50
35107		CDBG SOROPTIMIST PARK RESTROOM		2,267.75
35108		CHROMIUM 6 MCL SUPPORT		1,207.50
35109		TPM 14-01- AVILA		352.50
35110		SR2S PEDESTRIAN SAFETY IMPROVEMEN		3,015.00
35111		CALIFORNIA AVE SIDEWALK-DEL NORTE		3,462.50
35112		KERMAN ANIMAL SHELTER		105.00
35113		KERMAN 2016 CIP-STREETS		3,630.00
35114		KERMAN 2016 CIP- WATER		1,020.00
35115		KERMAN 2016 CIP- SEWER		810.00
35116		2016 CONCRETE PROJECT		3,207.50
35117		LA FE WATER SERVICE AGREEMENTS		480.00
35118		SPR 16-01- GATEWAY VILLAS		472.50
35119		2016 LLMD ASSESSMENT		375.00
Total for Check Number 8494:				38,395.25
Total for 4/13/2016:				177,089.11
Report Total (97 checks):				200,632.93

**US BANK**

Date	Vendor	Description	Internal Acct Code	Amount	
<b>John Kunkel</b>					
03/15/16	APPLE STORE	CELL PHONE REPAIR	100.1002.551.01.00	\$ 291.13	
03/19/16	CITY OF EXETER	FUEL	500.4050.515.02.00	\$ 3.46	
					<b>\$ 294.59</b>
<b>Marci Reyes</b>					
03/16/16	ANYPROMO.COM	PROMOTIONAL PENCILS	100.6001.556.00.00	\$ 98.25	
03/17/16	LOGMEIN.COM	ANNUAL SUBSCRIPTION	510.5051.510.01.00	\$ 499.00	
					<b>\$ 597.25</b>
<b>Joseph Blohm</b>					
03/04/16	WAL-MART	3 BAGS OF DOG FOOD	100.3041.521.02.00	\$ 64.87	
					<b>\$ 64.87</b>
<b>Toni Jones</b>					
					<b>\$ -</b>
<b>Ken Moore</b>					
02/23/16	A & E INDUSTRIAL CLEAN	UNLOADER FOR MUD VAC #1486	500.4050.521.03.05	\$ 145.92	
02/26/16	ACCURATE AIR ENGINEERING	CARRIER PISTON RINGS FOR BLOWERS	420.4042.521.02.00	\$ 948.14	
03/10/16	PESTICIDE APPLICATORS	PESTICIDE APPLICATOR SEMINAR	420.4042.554.01.00	\$ 20.00	
03/18/16	PESTICIDE APPLICATORS	PESTICIDE APPLICATOR SEMINAR	420.4042.554.01.00	\$ 80.00	
03/18/16	PESTICIDE APPLICATORS	E VALLEJO PAPA RENEWAL	420.4042.555.01.00	\$ 45.00	
03/18/16	PESTICIDE APPLICATORS	M BARAJAS PAPA RENEWAL	880.4088.521.02.00	\$ 45.00	
					<b>\$ 1,284.06</b>
<b>Phillip Gallegos</b>					
02/26/16	WAL-MART	HACIENDA HEIGHTS SNACK SUPPLIES	100.2065.521.02.00	\$ 34.90	
02/29/16	ORIENTAL TRADING CO	EASTER SUPPLIES	100.2065.521.02.00	\$ 53.48	
03/04/16	EL POTRERO	PROTEUS BRAYAN BOOTS	100.2010.521.02.00	\$ 145.00	
03/17/16	AMAZON MARKETPLACE	PRINTER INK	860.2049.521.01.00	\$ 49.90	
					<b>\$ 283.28</b>
<b>John Golden</b>					
2/29/2016	SCW	FIREWALL SOFTWARE FOR PD COMPUTERS	100.3011.530.01.00	\$ 345.91	
					<b>\$ 345.91</b>

**TOTAL \$ 2,869.96**

**CITY OF KERMAN  
CD/Securities Portfolio  
As of March 31, 2016**

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2015 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2016 Book Balance	Fair Value	FY to Date Interest Paid
<b>CD's:</b>										
Mercantile Bank of Michigan	615-030525-245	2.00%	1/21/11	7/21/15	150,000.00	(150,000.00)		-	-	1,487.67
GE Money Bank	615-030525-245	1.50%	8/5/11	8/5/15	50,000.00	(50,000.00)		-	-	371.92
Sallie Mae Bank	615-030525-245	1.10%	8/8/12	8/10/15	97,000.00	(97,000.00)		-	-	534.96
Safra National Bank	615-030525-245	0.70%	8/15/13	8/17/15	100,000.00	(100,000.00)		-	-	350.96
Discover Bank Greenwood	615-030525-245	1.55%	9/14/11	9/14/15	99,000.00	(99,000.00)		-	-	773.56
State Bank of India	615-030525-245	2.25%	9/29/10	9/29/15	100,000.00	(100,000.00)		-	-	1,134.25
Lake City Bank	615-030525-245	0.55%	1/29/14	1/29/16	95,000.00	(95,000.00)		-	-	306.37
Discover Bank Greenwood	615-030525-245	1.35%	2/1/12	2/1/16	51,000.00	(51,000.00)		-	-	688.50
Goldman Sachs Bank	615-030525-245	1.40%	2/1/12	2/1/16	48,000.00	(48,000.00)		-	-	672.00
Synovus Bank	615-030525-245	0.50%	3/17/14	3/17/16	100,000.00	(100,000.00)		-	-	501.37
State Bank of India	615-030525-245	2.00%	8/12/11	8/12/16	47,000.00			47,000.00	47,242.05	940.00
Medallion Bank	615-030525-245	1.00%	8/19/13	8/19/16	100,000.00			100,000.00	100,170.00	1,000.00
Goldman Sachs Bank USA	615-030525-245	1.85%	8/31/11	8/31/16	200,000.00			200,000.00	201,050.00	3,710.14
Ally Bank	615-030525-245	0.95%	10/2/14	10/11/16	100,000.00			100,000.00	100,190.00	476.30
Capital One Bank Glen Allen VA	615-030525-245	1.00%	11/12/14	11/14/16	96,000.00			96,000.00	96,170.88	483.95
Firstbank of Puerto Rico	615-030525-245	1.10%	1/25/13	1/25/17	53,000.00			53,000.00	53,222.60	437.68
Firstbank of Puerto Rico	615-030525-245	0.90%	3/1/13	3/1/17	196,000.00			196,000.00	196,760.48	1,324.22
Cit Salt Lake City UT	615-030525-245	0.90%	3/27/13	3/27/17	98,000.00			98,000.00	98,433.16	884.41
Ge Capital Bank	615-030525-245	1.10%	5/8/14	5/16/17	248,000.00			248,000.00	248,786.16	1,375.21
Cap One NA Mclean VA	615-030525-245	1.15%	7/22/15	7/24/17	-	150,000.00		150,000.00	150,160.50	869.59
American Express Centurion Bank	615-030525-245	1.70%	7/26/12	7/26/17	98,000.00			98,000.00	99,003.52	1,666.00
Whitney Bank Gulfport MS	615-030525-245	1.20%	8/12/15	8/14/17	-	50,000.00		50,000.00	50,124.00	302.47
Sallie Mae Bank	615-030525-245	1.70%	8/22/12	8/22/17	150,000.00			150,000.00	151,773.00	2,550.00
Ally Bank Midvale UT CD	615-030525-245	1.25%	9/17/15	9/18/17	-	99,000.00		99,000.00	99,294.03	617.05
1st Merchants Bank	615-030525-245	1.00%	3/21/14	9/21/17	96,000.00			96,000.00	96,505.92	962.63
Third Federal Cleveland OH	615-030525-245	1.15%	2/21/14	11/21/17	99,000.00			99,000.00	99,668.25	1,138.50
Capital One Bank Glen Allen VA	615-030525-245	1.25%	1/22/15	1/22/18	100,000.00			100,000.00	100,277.00	1,250.00
BMO Harris BK Chicago IL	615-030525-245	1.20%	2/4/16	2/2/18		51,000.00		51,000.00	51,163.20	-
Bank of Baroda New York City NY	615-030525-245	1.25%	3/8/13	3/8/18	248,000.00			248,000.00	249,272.24	3,108.49
Wells Fargo Bank in SD	615-030525-245	1.00%	3/28/13	3/29/18	248,000.00	(248,000.00)		-	-	1,861.70
Wells Fargo Bank in SD	615-030525-245	1.10%	4/6/16	4/6/18		248,000.00		248,000.00	248,000.00	
Discover Greenwood DE	615-030525-245	1.15%	4/8/15	4/9/18	98,000.00			98,000.00	97,991.18	565.04
Everbank CD Jacksonville FL	615-030525-245	1.10%	4/15/15	4/13/18	150,000.00			150,000.00	149,830.50	827.26
Rollstone Bank Fitchburg MA	615-030525-245	1.10%	4/15/15	4/16/18	248,000.00			248,000.00	247,709.84	1,367.74
American Express Centurion Bank	615-030525-245	1.15%	5/16/13	5/16/18	98,000.00			98,000.00	98,337.12	568.13
Compass Bank	615-030525-245	1.70%	7/31/13	7/31/18	97,000.00			97,000.00	98,606.32	1,649.00
American Express Salt Lake City Ut	615-030525-245	1.25%	8/14/14	8/14/18	98,000.00			98,000.00	98,763.42	1,568.00
Franklin Synergy Bank	615-030525-245	1.10%	4/8/16	10/9/18				-	-	
Sallie Mae Bank Salt Lake City UT	615-030525-245	1.50%	1/27/16	1/28/19		95,000.00		95,000.00	95,868.30	-
Goldman Sachs New York NY	615-030525-245	1.45%	2/3/16	2/4/19		48,000.00		48,000.00	48,447.84	-
Comenity Bank Salt Lake City UT	615-030525-245	1.25%	3/21/16	3/21/19		100,000.00		100,000.00	100,142.00	
Third Federal Cleveland OH	615-030525-245	1.55%	3/26/15	3/26/19	98,000.00			98,000.00	99,185.80	1,523.16
Barclays Bank	615-030525-245	1.90%	4/15/14	4/15/19	248,000.00			248,000.00	252,315.20	2,362.45
BMW Salt Lake City UT	615-030525-245	1.95%	6/20/14	6/20/19	200,000.00			200,000.00	203,274.00	1,955.34

**CITY OF KERMAN  
CD/Securities Portfolio  
As of March 31, 2016**

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2015 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2016 Book Balance	Fair Value	FY to Date Interest Paid
ST Bank of India CD Chicago IL	615-030525-245	2.15%	8/18/15	8/19/19		100,000.00		100,000.00	101,880.00	1,083.84
Discover Greenwood	615-030525-245	2.00%	9/30/15	9/30/19		100,000.00		100,000.00	101,625.00	997.26
Cit Salt Lake City UT	615-030525-245	2.15%	11/13/14	11/13/19	100,000.00			100,000.00	101,968.00	1,083.84
Synchrony Draper UT	615-030525-245	1.95%	3/13/15	3/13/20	150,000.00			150,000.00	151,737.00	2,933.01
JP Morgan Chase Bank	615-030525-245	2.10%	3/31/15	3/31/20	98,000.00	(98,000.00)		-	-	1,550.55
Comenity Bank Jumbo Formerly World F	615-030525-245	2.10%	6/10/15	6/10/20	200,000.00			200,000.00	199,592.00	3,060.82
Amex Centurion Salt Lake City Ut	615-030525-245	2.30%	6/24/15	6/24/20	52,000.00			52,000.00	52,529.36	599.64
Capital One Bank Glen Allen VA	615-030525-245	2.20%	6/24/15	6/24/20	46,000.00			46,000.00	46,469.66	507.39
Capital One NA Mclean VA	615-030525-245	2.30%	8/12/15	8/12/20	-	97,000.00		97,000.00	99,130.12	1,124.67
	Average Rate	<b>1.46%</b>								
Subtotal - CD's					<b>5,048,000.00</b>	<b>(98,000.00)</b>	-	<b>4,950,000.00</b>	<b>4,982,669.65</b>	<b>57,107.04</b>
Pacific Mercantile Bank	80900343	0.95%	1/22/08	1/22/16	99,000.00	(99,000.00)		-	(99,000.00)	377.39
<b>Local Agency Investment Fund</b>										
Beginning Balance	98-10-400		7/28/15			2,000,000.00		2,000,000.00	2,000,000.00	
Interest			9/30/15			1,137.86		1,137.86		1,137.86
			12/31/15			1,852.19		1,852.19		1,852.19
Subtotal - LAIF					-	<b>2,002,990.05</b>	-	<b>2,002,990.05</b>	<b>2,000,000.00</b>	<b>2,990.05</b>
<b>Central Valley Comm Bank CD</b>										
		1.34	6/8/12	6/8/17	200,000.00			200,000.00	200,000.00	903.12
<b>Total CD and Local Agency Investments</b>					<b>5,347,000.00</b>	<b>1,805,990.05</b>	-	<b>7,152,990.05</b>	<b>7,083,669.65</b>	<b>61,377.60</b>
<b>Chandler Asset Management</b>										
Beginning Balance	(City of Kerman)				-			-		
Interest					152,606.85			152,606.85	152,606.85	-
<b>Chandler Ending Balance</b>					<b>152,606.85</b>	<b>-</b>	<b>-</b>	<b>152,606.85</b>	<b>152,606.85</b>	<b>-</b>
<b>Central Valley Money Market Acct</b>										
Beginning Balance	015030960				3,606,160.43			3,606,160.43		
Interest			7/31/15			320.39		320.39		320.39
			8/31/15			103.27		103.27		103.27
			9/30/15			96.45		96.45		96.45
			10/31/15			59.98		59.98		59.98
			11/30/15			44.61		44.61		44.61
			12/31/15			43.00		43.00		43.00
			1/31/16			47.45		47.45		47.45
			2/29/16			63.35		63.35		63.35
			3/31/16			82.86		82.86		82.86
-										
Transfers In/(Out)			7/7/15			(50,000.00)		(50,000.00)		-
			7/10/15			(50,000.00)		(50,000.00)		-
			7/14/15			(100,000.00)		(100,000.00)		-
			7/23/15			(150,000.00)		(150,000.00)		-
	To LAIF		7/28/15			(2,000,000.00)		(2,000,000.00)		-
			9/17/15			(250,000.00)		(250,000.00)		-

**CITY OF KERMAN**  
**CD/Securities Portfolio**  
**As of March 31, 2016**

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2015 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2016 Book Balance	Fair Value	FY to Date Interest Paid
			10/14/15			(100,000.00)		(100,000.00)		
			11/12/15			(60,000.00)		(60,000.00)		
			11/17/15			(200,000.00)		(200,000.00)		
			12/10/15			250,000.00		250,000.00		
			12/16/15			(150,000.00)		(150,000.00)		
			12/22/15			(225,000.00)		(225,000.00)		
			12/30/15			600,000.00		600,000.00		
			1/5/16			(425,000.00)		(425,000.00)		
			1/28/16			200,000.00		200,000.00		
			2/18/16			400,000.00		400,000.00		
			3/8/16			(100,000.00)		(100,000.00)		
								-		
					<u>3,606,160.43</u>	<u>(2,409,138.64)</u>	<u>-</u>	<u>1,197,021.79</u>	<u>1,197,021.79</u>	<u>861.36</u>
Subtotal All City Investments					<b><u>5,248,000.00</u></b>	<b><u>(98,000.00)</u></b>	<b><u>-</u></b>	<b><u>5,150,000.00</u></b>	<b><u>5,182,669.65</u></b>	<b><u>58,010.16</u></b>
Total Investments					<u>5,499,606.85</u>	<u>1,805,990.05</u>	<u>-</u>	<u>7,305,596.90</u>	<u>7,236,276.50</u>	<u>61,377.60</u>
								Market Value Adjustment	<u>(69,320.40)</u>	
								<u>1,805,990.05</u>		
								<u>1,805,990.05</u>		
								-		



# City of Kerman

*"Where Community Comes First"*

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

DEPARTMENT: PLANNING &  
DEVELOPMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: APRIL 20, 2016

To: Mayor and Council Members  
From: Olivia Pimentel, Planning Technician, David Brletic, Contract Planner  
Subject: Appeal of Denial of Conditional Use Permit #16-01, Oriental Massage Business

## RECOMMENDATION

Staff recommends Council by motion adopt resolution denying the Planning Commission's decision and granting the conditional use permit (CUP) #16-01, Oriental Massage Business located at 275 S. Madera Avenue in the General Commercial Zone District.

## EXECUTIVE SUMMARY

In November 2015, both the Planning Commission and City Council adopted two ordinances filed by City Planner, the first was a Zoning Ordinance Amendment to Chapter 17.48 of Title 17 of the Kerman Municipal Code to Require a Conditional Use Permit for Massage Establishments in the General Commercial Zone District. The second, was an ordinance that requires an approved Conditional Use Permit holder for a massage business to obtain a Massage Establishment Permit from the Kerman Police Department. The Police department is the final approval.

The proposed ordinances were determined to be necessary in order to provide the City a more meaningful ability to regulate massage business establishments in the best interests of our community to the extent now allowable under state law (AB 1147). It is not the intent of these ordinances to cause any undue hardship on legitimate massage therapists businesses; but rather to mitigate any potential for any secondary effects in crime similar to what many other California cities have been experiencing.

## DISCUSSION

On March 14, 2016 the Planning Commission held a public hearing for a proposed oriental massage business establishment, applicant Mr. Xiao Hu, located at 275 S. Madera Avenue.

The Planning Commission had much discussion on this matter. With this being the first of its kind in the City of Kerman, the Commission was not comfortable making a decision, without having enough information from the applicant regarding licensing requirements, etc.

The Police Department had no objections to the massage business and stated that it would be processed according to the ordinance and regulated so that any potential concerns would be quickly mitigated.

Staff explained that if the Commission determined to deny the conditional use permit a reason for denial was required.

The Commission made a motion to deny based on insufficient information provided by the applicant. The motion died for lack of a second because there were conflicting views as to the proper procedural approach and therefore they decided not vote at all. A letter was submitted by the Planning Commission included as Attachment 'B'.

The applicant filed an appeal to the City Council by written notice to the City Clerk. (Attachment 'A') Notice was filed within the ten working days after the day on which the decision was made in accordance with the Kernan Municipal Ordinance Section 17.22.020 Notice of Appeal.

A public notice was properly noticed in the local newspaper and sent to property owners within 300 feet in accordance with the noticing requirements of Chapter 17.10 Public Hearings. To date, the City Clerk has not received any correspondence voicing objections to the proposed business.

Staff recognizes the position and concerns of the Planning Commission, however, staff feels confident that the regulations and standards that have been set forth in the passing of Ordinances gives the City the authority to monitor massage parlors and take necessary action if needed to verify compliance with City and state regulations.

The City Council has the authority to decide whether to uphold, deny, or modify the Commission's decision to deny a conditional use permit.

#### FISCAL IMPACTS

There is no anticipated fiscal impact; costs would be recovered through existing planning entitlement fees.

#### Attachments:

- A. Notice of Appeal
- B. Planning Commission Letter
- C. Resolution

Attachment 'A'

RECEIVED

NOTICE OF APPEAL TO KERMAN CITY COUNCIL

2016 MAR 21 PM 12:59

CITY OF KERMAN

TO: City Clerk

I wish to appeal the decision of the Planning Commission regarding CUP Application No. CUP 16-01 The Planning Commission heard this matter on March 14, 2016

The reasons for my appeal are as follows:

1. I understand the proses of the conditional ~~of~~ use permit and I can follow all the requirments of my bussiness in Kerman city.
2. I have been patient of waiting for the bussiness license for almost half year, and I just want to start my bussiness.
3. When I attending on the planning Commission, I don't feel like the commitiones are helping me to establish my bussiness, I feel they are judging me from a negative point.

  
Appellant's Name

Date: March -21-2016.

Oriental Massage Business, Appeal Letter

RECEIVED

Page 2

After reviewing the above, my preference is as follows (check one):

2016 MAR 21 PM 12:59

CITY OF KERMAN

1. Send the matter back to the Planning Commission. \_\_\_\_\_ (Note, if this is done and the Planning Commission does formally deny the CUP, you would still have the ability to appeal to the City Council.)

2. Submit my appeal to the City Council. . I understand the City Clerk will need to publish a notice of public hearing. Attached is a copy of my appeal.

XIAO HU

(type in applicant's name)

3-20-2016

Date

Attachment 'B'

**PLANNING COMMISSION**  
Olivia Plimentel Planning Secretary

**Chairman** – Robert D. Epperson

**Vice-Chairman**– Kevin Nehring

**Commissioners**

Robert Bandy

Leopoldo Espino

Charlie Jones

Mario Nunez

Katie Wettlaufer



850 S. Madera Avenue  
KERMAN, CA 93630

Phone: (559) 846-9386

Fax: (559) 846-9348

www.cityofkerman.net

April 11, 2016

Kerman City Council

Subject: Proposed Massage Parlor

The Planning Commission would like to provide some clarification regarding its concerns about the proposed massage parlor. First, the Commission had concerns about the location and the safety of staff and clientele during evening hours of operation. Second and perhaps most importantly, the Commission is concerned about the proponent's understanding of State and City regulations and how he will ensure that his business complies with them.

It has long been a concern of the Commission that startup businesses should be aware of and able to demonstrate how they will comply with regulatory requirements. A number of small businesses, for example day care centers, have made significant site improvements before realizing they require a conditional use permit. After coming before the Commission for their use permit, they realize they are unable to comply with the regulations governing their activities. Inability to comply then results in the loss their investment. The Commission would like to avoid this hardship for new businesses.

The commission feels it is a disservice to any business to encourage sometimes significant investment only to lose that investment due to noncompliance. It is also a disservice to the community to place an extra burden on the police department or other departments within the city to invest an inordinate amount of time in oversight of improperly or inadequately prepared business operations.

In this particular instance the proponent appeared before the Commission twice. Each time he was asked to explain how he would comply with regulatory requirements. Both times he was unable to answer the question. One would expect that a knowledgeable business person, with more than a month between appearances, could prepare a written, if not a verbal, answer to the Commission's questions, anticipating they would be asked again in conjunction with a new city ordinance affecting the operation of the business. The Commission felt that the proponent's failure to demonstrate an understanding of the regulatory requirements affecting his business, indicated that he was unprepared to meet and comply with those requirements. Therefore, a motion to deny was offered based on insufficient information for the Commission to make a decision. The motion died for lack of a second because there were conflicting views as to the proper procedural approach.

The Commission would be willing to reconsider the proposal if the proponent would provide the Commission with satisfactory answers to its questions in writing, if that is more convenient for the proponent. The Commission does not want to deny any legitimate business enterprise, but neither does it want to burden the police department with the expense of an unreasonable oversight responsibility or the proponent with unnecessary debt in the event he finds he cannot satisfactorily comply with City and State requirements.

Sincerely,  
Kerman City Planning Commission

Attachment 'C'

RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN DENYING  
THE PLANNING COMMISSIONS DISAPPROVAL OF CONDITIONAL USE PERMIT #16-01 FOR  
ORIENTAL MASSAGE BUSINESS 275 S. MADERA AVENUE, KERMAN, CALIFORNIA AND APPROVING  
THE CONDITIONAL USE PERMIT

*WHEREAS*, at a regular meeting of the Planning Commission of the City of Kerman (the "Planning Commission") held a public hearing on March 14, 2016, at 6:30 p.m., regarding Conditional Use Permit #16-01 for Oriental Massage Business at 275 S. Madera Avenue, Kerman, California; and

*WHEREAS*, after the public hearing the Planning Commission deliberated and did not vote on the application regarding Conditional Use Permit#16-01; and

*WHEREAS*, the non-vote has been deemed a denial of Conditional Use Permit #16-01; and

*WHEREAS*, the applicant has filed a timely appeal in accordance with Kerman Municipal Code section 17.22.020 Notice of Appeal and public notices have been sent to property owners within 300 feet and the local newspaper; and

*WHEREAS*, the City of Kerman recognizes that massage is a valid professional field offering the public health and therapeutic services; and

*WHEREAS*, it is the intent of the Council to provide for the orderly regulation of massage establishments, therapists, and practitioners in the interest of the public health, safety, and welfare; and

*WHEREAS*, the City has carefully considered the proposed application for a conditional use permit, regulation of the location and manner in which businesses offering massages are to occur so as to prevent impacts on nearby residents and businesses.

*NOW, THEREFORE, BE IT RESOLVED* by the City Council, after considering all the evidence presented at the public hearing make a determination to decide to approve the conditional use permit as follows:

1. The foregoing recitals are incorporated by reference as if fully set forth.
2. Based on the evidence presented at the hearing, the following findings are hereby made:
  - a. The proposed conditional use permit application is consistent and compatible with goals, policies and implementation programs set forth in the General Plan.
  - b. The proposed conditional use permit application will not be detrimental to the public health, safety, or welfare, or materially injurious to the properties or improvements in the community so long as the conditions set forth below are met.
  - c. The proposed conditional use permit application is statutorily exempt from the California Environmental Quality Act as set forth above.
  - d. That the site for the proposed use is adequate in size, shape and location to accommodate the use as it relates to the district for which the use is proposed.

3. Based on the foregoing, the City Council determines to deny the Planning Commission's decision and hereby approves Conditional Use Permit No. 16-01 with the following conditions for the Oriental Massage Business at 275 S. Madera Avenue, Kerman, CA.
  - a. The Conditional Use Permit shall not become effective until a Massage Establishment Permit is obtained from the Police Department.
  - b. A copy of the Massage Establishment Permit issued by the Police Department shall be filed with the Planning Department.
  - c. The Massage Establishment Permit requirements shall be maintained at all times.
  - d. The Conditional Use Permit shall become null and void one (1) year following the effective date unless the approved use has been commenced.
  - e. The Conditional Use Permit shall be deemed null and void if the Massage Establishment Permit expires or is revoked.
  - f. The Conditional Use Permit shall be deemed null and void if there is a discontinuance of the use for a continuous period of one year.
  - g. Parking: The Conditional Use Permit shall use the on-site parking provided by the existing commercial building complex. However, if parking becomes a concern for the neighborhood, staff included a condition that would allow the Planning Commission to review traffic and parking conditions and if warranted, provide additional conditions and/or even consider revocation of the permit.
  - h. Hours of Operation: The Conditional Use Permit shall adhere to the approved hours of operation reviewed and approved by the Police Department.
  - i. Traffic/Circulation: The Conditional Use Permit shall adhere to existing traffic/circulation patterns for the subject site. The main access to the parking lot is from San Joaquin and Stanislaus Avenues with access to the existing alley to the west. Staff looked at whether traffic generated from this business could potentially cause congestion, and determined that traffic patterns would not affect circulation or cause undue congestions. The subject site is accessed through a series of local roads that are adequate for safe traffic movements to and from the site.
  - j. Noise: The Conditional Use Permit for the Oriental Massage Business use is proposed to be located within a commercial area. The proposed use would primarily be conducted inside the building with little to no activity beyond arrival and departure of members. Therefore, staff does not anticipate any significant noise impacts upon the surrounding area. If there becomes a concern regarding noise, a condition has been added to allow for review of the permit by the Planning Division or, if needed, return to the Planning Commission for additional conditions or even possible revocation of the permit.
  - k. Signage: None is proposed as part of this application; however, any signage would be required to be consistent with the Sign Ordinance and Sign Design Guidelines, and would be submitted to the Planning and Development Services Department for review and permitting prior to installation.
  - l. Public Utilities and Services: The existing building is currently connected to existing sewer and water services. Prior to occupancy, a fire inspection will be required, if required by the Fire Department.
  - m. "Any conditions in the Massage Establishment Permit that are stricter than these conditions shall supersede these conditions."

The foregoing resolution was passed and adopted at a regular meeting of the City Council of the City of Kerman held on April 20, 2016 with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

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

Attest:

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



# City of Kerman

*A Place Where "Community Comes First"*

MAYOR  
Stephen B. Hill

PRO-TEM  
Gary K. Yep

COUNCIL MEMBER  
Rhonda Armstrong

COUNCIL MEMBER  
Bill Nijjer

COUNCIL MEMBER  
Vacant

DEPARTMENT: PLANNING & DEVELOPMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
MEETING DATE: APRIL 20, 2016

To: Mayor and Council  
From: Olivia Pimentel, Planning Technician, David Brletic, Contract Planner  
Subject: Request by Mr. Mackey Puckett for Consideration of Sales Pass-Through Agreement

## RECOMMENDATION

Council provide direction to staff as to whether or not the City Council would be willing to consider an agreement. Alternatively, staff could be directed to review the generic concept of Sales Pass-Through Agreement and develop criteria and a policy for consideration by the Council before presenting specific agreements.

## EXECUTIVE SUMMARY

On January 20, 2016, Mr. Mackey Puckett presented a letter to the City Council requesting the waiver of draft conditions No. 32 and No. 60 for the development of his tractor sales business and auto parts store located on Commerce Way. Because the letter was presented during public comment, the City Council could not take action on the request, but directed staff to schedule Mr. Puckett's request for review and to present the City Council with options for these conditions.

Staff met with Mr. Puckett and discussed the options listed below:

### Draft Condition No. 32 – Payment of Development Impact Fees (DIF's).

Option 1: Payment of full DIFs prior to issuance of Building Permit. This is the normal process for development projects. In this scenario the City would receive development impact fees before the business is opened.

Option 2: Payment of DIFs over five (5) years. The annual payments would be made from an interest bearing account containing the full cost of the DIFs. The account would be owned by applicant and list the City as co-owner. The implication of this is that the City would not receive development impact fees until five years after the project is completed.

### Draft Condition No. 60 – Construction of 9<sup>th</sup> Street.

Option 1: Construction of 9<sup>th</sup> Street improvements with Site Plan Review No. 2015-05. In this scenario 9<sup>th</sup> Street would be constructed to its full design standard before the business is opened.

This is the normal requirement for all development projects in Kerman.

- Option 2: Construction of 9<sup>th</sup> Street improvements with development of the property to the east. The applicant would be required to deposit 150% of the estimated full cost of the 9<sup>th</sup> Street Improvements into an interest bearing account owned by the applicant and listing the City as co-owner. Funds deposited into account would be used for 9<sup>th</sup> street improvements with development of adjacent property. Funds remaining after 9<sup>th</sup> Street construction would be released back to applicant. In this scenario 9<sup>th</sup> Street would not be fully improved until the property to the east develops. This could be a long period of time.
- Option 3: Sales Tax Pass-Through for construction of 9<sup>th</sup> street improvements with Site Plan Review No. 2015-05. City would agree to sales tax pass-through for 5-years. Annual sales tax pass-through could not exceed 20% of 9<sup>th</sup> Street improvements. The five (5) year total of the sales tax pass-through could not exceed the full cost of the 9<sup>th</sup> Street improvements. This option is contingent on review of applicant’s annual sales tax generation. The implication of this option is that 9<sup>th</sup> Street could be constructed after 5 years of the business being in operation, with funding provided by sales taxes generated by the business. It should be noted that these sales taxes would not be available for other uses by the City.

Following review of the options listed above, Mr. Puckett indicated that he would like to request a Sales Tax Pass-Thru Agreement (Option 3) that would pay the Development Impact Fees over a five (5) year period and reimburse the project for construction of 9<sup>th</sup> Street. Table 1 shows an estimate of current taxable sales and sales tax generated by Mr. Puckett’s business, and an estimate of the potential increase to taxable sales and sales tax. Table 2 shows the estimated cost for Development Impact Fees and construction of 9<sup>th</sup> Street. Table 3 shows a proposed five (5) year schedule of payment of Development Impact Fees from anticipated sales tax revenue and reimbursement of construction cost for 9 Street.

Table 1

Site Plan Review No. 15-05 – Macky Puckett  
 Potential Impact on Sales Tax and Property Tax Revenue

<u>TAXABLE SALES</u>		<u>SALES TAX TO CITY</u>	
<u>Current Taxable Sales</u>		<u>Current Sales Tax</u>	
Napa Part Store Sales	\$780,000	Napa Parts Store Sales	\$7,800
<u>Potential Taxable Sales</u>		<u>Potential Sales Tax Increase</u>	
<u>Increase of Tractor Sales</u>			
<u>business</u>			
Tractor Service & Sales	\$6,038,000	Tractor Service & Sales	\$60,380
<u>ASSESSABLE PROPERTY</u>		<u>PROPERTY TAX TO CITY</u>	
<u>Current Assessed Value</u>		<u>Current Property Tax</u>	
Vacant Land	\$225,000	Vacant Land	\$23
<u>Potential Assessed Value</u>		<u>Potential Property Tax</u>	
<u>after Development</u>			
Land	\$225,000	Land	\$23
Improvements	\$1,200,000	Improvements	\$120

Table 2

Cost for Development Impact Fees and Cost Estimate for 9<sup>th</sup> Street Improvements

Development Impact Fees	\$92,000
Estimated Cost for 9 <sup>th</sup> Street Improvements	\$75,000
Total	\$167,000

OUTSTANDING ISSUES

Prior to any agreement, the City of Kerman will need to verify the current gross sales and evaluation of the potential increase in sales. The City of Kerman will also need to thoroughly examine the impact on sales tax from the potential sales increase."

FISCAL IMPACT

If the City of Kerman enters into a sales tax pass-thru agreement, the fiscal impact would be a reduced increase in the anticipated sales tax from the project for five (5) years, followed by the full increase in sales tax anticipated from the project. Table 3 lists an estimated increase in sales tax and shows the portion that would go towards payment of Development Impact Fees and the portion that would be retained by the City.

Table 3

Deferral of DIFs and Reimbursement for Construction of 9<sup>th</sup> Street Improvements  
 Sales Tax Pass-Thru for 5-Years, Pays for Deferred DIFs  
 And Reimbursement for Construction of 9<sup>th</sup> Street Improvements

Five (5) Year Schedule	Total Taxes Generated	Sales Tax Pass-Thru to Applicant	Sales Tax Retained by City
Year 1	\$60,380	\$33,400	\$26,980
Year 2	\$60,380	\$33,400	\$26,980
Year 3	\$60,380	\$33,400	\$26,980
Year 4	\$60,380	\$33,400	\$26,980
Year 5	\$60,380	\$33,400	\$26,980
Total	\$301,900	\$167,000	\$134,900

DISCUSSION

Approval of Mr. Puckett's request would be precedent-setting. The City of Kerman has not used sales tax pass-thru with previous projects. It's entirely possible that if approved, other developers would come forward with similar requests for deferrals, waivers, reductions of fees and also improvements. Staff recommends developing criteria for when use of sales tax pass-thru is appropriate. Proposed criteria should be based on quantifiable positive sales tax, property tax, or job creation associated with the project.

## PUBLIC HEARING

Council's direction to proceed is not binding. Any decision by Council is subject to a public hearing. Staff would need to conduct a due diligence review on the numbers and an agreement would need to be prepared. Because the business would not open immediately, the agreement's term may need to be revised from five years. If Council directs staff to proceed, a public hearing will be set once the details of an agreement are established by the City and Mackey.



# City of Kerman

*"Community Comes First"*

MAYOR  
Stephen B. Hill

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Rhonda Armstrong

COUNCIL MEMBER  
Bill Nijjer

COUNCIL MEMBER  
Vacant

DEPARTMENT: CITY CLERK  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: APRIL 20, 2016

To: Mayor and City Council

From: Marci Reyes, City Clerk

Subject: Appointment to Fill Vacancy on Council

## RECOMMENDATION

Council by motion adopt resolution making appointment to fill vacancy on the Council created by the resignation of Nathan Fox.

## EXECUTIVE SUMMARY

On March 3, 2016, Council Member Nathan Fox submitted his letter of resignation effective April 8, 2016 from the City Council. This created a vacancy on the Council, which the remaining members of the Council may fill by appointment or by calling for a special election within 60 days from the effective date of the resignation.

## DISCUSSION

At the March 16, 2016 meeting, Council agreed to appoint a new Council Member to serve Mr. Fox's unexpired term until December 7, 2016, as opposed to calling an election which would mean that the Council would have only 4 members until the election results are known in early December, 2016. Council adopted Resolution No. 16-12 setting forth the process for appointment.

The announcement for the vacancies as required by Government Code §1780, the notice was posted for at least 15 days in 3 or more conspicuous locations in the City; published in the Kerman News and posted on the City website from March 23 with a deadline of April 13, 2016 at 4:00 p.m.

Three applications for the vacant seat were received by the April 13, 2016 deadline from Kevin W. Nehring, Jack Sidhu and Paul Toste. Applications are included as Attachment 'A'.

Applicants were invited to attend the meeting, introduce themselves, state briefly, why they are seeking appointment to the Council and answer any questions the Council may have.

Council will make appointment by open ballot.

The newly appointed Council Member will be sworn-in and take their seat at the dais. Or Council may choose to swear-in at the next regularly scheduled meeting.

New Council member will fill the unexpired term ending December 7, 2016.

#### FISCAL IMPACT

Appointment to fill the vacancy will have almost no fiscal impact.

#### PUBLIC HEARING

None is required.

#### Attachments:

- A. Council Applications
- B. Resolution

Attachment 'A'



RECEIVED CITY OF KERMAN  
2016 APR 11 AM 7:40  
CITY OF KERMAN  
850 S. Madera Avenue  
Kerman, CA 93630  
(559) 846-9380  
(559) 846-6199

APPLICATION FOR APPOINTMENT FOR  
VACANCY ON THE KERMAN CITY COUNCIL

Name of Applicant: KEVIN W. NEHRING  
Home Address: 466 CHAFFIN City: KERMAN Zip: 93630  
Current Employer: FRESNO COUNTY, DEPT. OF PUBLIC WORKS AND PLANNING  
Business Address: 2220 TULARE ST., SUITE B City: FRESNO Zip: 93721  
Home Phone: 559-842-7417 Cell Phone: 559-~~842~~ 451-7112  
Email Address: KEVINNEHRING.KERMAN@GMAIL.COM

**Statement of Qualifications:** Please briefly describe your qualifications, experience, and special knowledge and why you are interested in serving on the City Council. (You may attach additional information.)

I AM INTERESTED IN TAKING AN ACTIVE PART IN MAKING KERMAN A BETTER COMMUNITY. I BELIEVE THAT MY TIME ON THE CITY'S PLANNING COMMISSION, RDA SUCCESSOR AGENCY, SITE PLAN REVIEW COMMITTEE, & STREETSCAPE COMMITTEE, AND OTHERS, ALONG WITH ASSOCIATIONS WITH VARIOUS COUNTY COMMITTEES HAVE PROVIDED EXPERIENCE AND SHOWN MY WILLINGNESS TO TAKE THAT ACTIVE PART.

List past or present public service appointments, or elected positions held (please list dates served):

KERMAN PLANNING COMMISSION: APR '08 - JAN '12; VICE CHAIR, DEC '12 - PRESENT  
KERMAN RDA SUCCESSOR AGENCY BOARD MEMBER: FEB '12 - PRESENT

List community organizations to which you belong:

FRESNO COUNTY SHERIFF'S NEIGHBORHOOD WATCH ASSOC., CO-CHAIR: ~~SEP '09 - FEB '10~~ AUG '10 - PRESENT  
FRESNO COUNTY SHERIFF'S CITIZEN'S ADVISORY COMMITTEE: SEP '09 - PRESENT

Convictions and Penalties – Have you ever been convicted of a felony? If yes, give date(s), location(s), and penalties.

NONE

List any affiliation you have with public service agencies:

CAIF. LAND SURVEYOR'S ASSOC. BOARD MEMBER: AUG '10 - PRESENT

SAN JOAQUIN VALLEY CHAPTER, CAIF. LAND SURVEYOR'S ASSOC., PRESIDENT  
(INCLUDING MADERA, FRESNO, KINGS & TULARE COUNTIES) JAN. '07 - DEC. '14

CERTIFICATION:

I certify that I am eighteen years or older; I live within the City limits and I am a registered voter; and that the information contained in this application is true and correct. I authorize the verification of the information in this application.

  
(Signature)

10 APRIL 2016  
(Date)

**Please return your completed application to:**

Marci Reyes  
City Clerk  
Kerman City Hall  
850 S. Madera Avenue  
Kerman, CA, 93630



RECEIVED CITY OF KERMAN  
850 S. Madera Avenue  
Kerman, CA 93630  
(559) 846-9380  
(559) 846-6199  
2016 APR 11 AM 7:43  
CITY OF KERMAN

APPLICATION FOR APPOINTMENT FOR  
VACANCY ON THE KERMAN CITY COUNCIL

(JACK)  
Name of Applicant: JAGRUP S. SIDHU  
Home Address: 505 S Boyd DR City: KERMAN Zip: 93630  
Current Employer: Self Employed  
Business Address: 140302 W Whitesbridge City: KERMAN Zip: 93630  
Home Phone: 559-846-7707 Cell Phone: 559 349-0840  
Email Address: \_\_\_\_\_

**Statement of Qualifications:** Please briefly describe your qualifications, experience, and special knowledge and why you are interested in serving on the City Council. (You may attach additional information.)

See attach

List past or present public service appointments, or elected positions held (please list dates served):

City Councilman, 2004 - 2012.

List community organizations to which you belong:

NO

**Describe qualifications and experience and special knowledge and why you are interested in the city council**

I have previously served on the city council for 8 consecutive years. (2004-2012.) Through my experience on city council, I have learned many things. A few things I learned was how to work with budgets provided to the City, work with the planning commission for various developments. *listen to the concerns of the public and work with the council to address these issues.* With 8 years of prior experience on the city council, I am very well qualified, experienced and aware of the practices and procedures of being a council member.

I have resided in Kerman for over 30 years. As a local business owner ad resident of Kerman I have strong ties to the community. I am very interested in holding a position as a city councilman to help address matters that are important and to help our community grow,

Convictions and Penalties – Have you ever been convicted of a felony? If yes, give date(s), location(s), and penalties.

no

List any affiliation you have with public service agencies:

N/A

**CERTIFICATION:**

I certify that I am eighteen years or older; I live within the City limits and I am a registered voter; and that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Jayrod S. Solin  
(Signature)

4.8.16  
(Date)

**Please return your completed application to:**

Marci Reyes  
City Clerk  
Kerman City Hall  
850 S. Madera Avenue  
Kerman, CA, 93630



RECEIVED  
2016 APR 11 PM 2:37  
CITY OF KERMAN

CITY OF KERMAN  
850 S. Madera Avenue  
Kerman, CA 93630  
(559) 846-9380  
(559) 846-6199

**APPLICATION FOR APPOINTMENT FOR  
VACANCY ON THE KERMAN CITY COUNCIL**

Name of Applicant: Paul Toste  
Home Address: 15719 E St City: Kerman Zip: 93630  
Current Employer: Self Employed  
Business Address 405 N. Goldenrod City: Kerman Zip: 93630  
Home Phone: 846-8503 Cell Phone: 916-3700  
Email Address: Pt farms@gmail.com

**Statement of Qualifications:** Please briefly describe your qualifications, experience, and special knowledge and why you are interested in serving on the City Council. (You may attach additional information.)

See attachment  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

List past or present public service appointments, or elected positions held (please list dates served):  
\_\_\_\_\_  
\_\_\_\_\_

List community organizations to which you belong:  
\_\_\_\_\_  
\_\_\_\_\_

***Paul Toste***

*15179 West 'E' Street  
Kerman, CA 93630  
(559) 846-8503 tele  
(559) 916-3700 cell  
(559) 846-8503 fax*

April 8, 2016

To: Mayor Hill and Councilmember's  
From: Paul Toste

Re: Open City Council Seat

I am requesting that you consider me for the open city council position. My qualifications are:

1. Businessman: Veterinarian in Kerman since 1984 (30 years)
2. Former City Councilman (1992-1996)
3. Former Planning Commission Chairman
4. Currently on Fresno County Zoo Authority (Chairman 2013-2014)
5. Currently on the Sun-Maid Board of Directors
6. Current Rotarian and past president
7. Past Kerman Chamber of Commerce Director
8. Pacific Grove Plaza - Director

The three greatest accomplishments achieved while I was on the council were: first to balance a deficit budget; the second was to expand the police department; the third was to initiate the planning and funding of the new community center and to develop the median island project. I have been in the Kerman Community for more than 40 years.

If given the opportunity to serve by appointment, I will attend all City Council meeting and I will be prepared to discuss and consider all items on the agenda. I do not plan on running for an additional term of office.

Thank you for your consideration,

Paul

Convictions and Penalties – Have you ever been convicted of a felony? If yes, give date(s), location(s), and penalties.

\_\_\_\_\_

List any affiliation you have with public service agencies:

\_\_\_\_\_

\_\_\_\_\_

**CERTIFICATION:**

I certify that I am eighteen years or older; I live within the City limits and I am a registered voter; and that the information contained in this application is true and correct. I authorize the verification of the information in this application.

Paul A. Tosta  
(Signature)

4-8-16  
(Date)

**Please return your completed application to:**

Marci Reyes  
City Clerk  
Kerman City Hall  
850 S. Madera Avenue  
Kerman, CA, 93630

Attachment 'B'

RESOLUTION NO. 16-\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
MAKING AN APPOINTMENT TO FILL A VACANCY ON THE CTY COUNCIL

WHEREAS, Council Member Nathan Fox submitted his letter of resignation as a member of the City Council to the City Clerk on March 3, 2016 with an effective date of April 13, 2016; and

WHEREAS, Government Code Section 36512 in pertinent part specifies that:

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person appointed or elected to fill a vacancy holds office for the unexpired term of the former incumbent.

WHEREAS, the City Council approved a process for filling of the vacancy; and

WHEREAS, as a result of that process three applications were received; and

WHEREAS, the City Council in a regular Council meeting considered the applications, heard from the applicants, and received public comment.

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

1. The foregoing recitals are incorporated by reference.
2. The Council appoints \_\_\_\_\_ to the City Council to fill Mr. Fox's unexpired term through December 7, 2016.

BE IT FURTHER RESOLVED THAT the City Manager and City Staff are authorized and directed to take such actions as may be necessary or convenient to give effect to the foregoing action.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 20<sup>th</sup> day of April 2014, and passed at said regular meeting by the following votes:

AYES:  
NOES:  
ABSENT:  
ABSTAIN:

The foregoing resolution is hereby adopted.

ATTEST:

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

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



# City of Kerman

*"Where Community Comes First"*

MAYOR  
Stephen B. Hill

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Rhonda Armstrong

COUNCIL MEMBER  
Vacant

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: CITY CLERK  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: APRIL 20, 2016

TO: Mayor and City Council  
FROM: Marci Reyes, City Clerk  
SUBJECT: Participation in the San Joaquin Valley Water Infrastructure Authority through financial contribution.

## RECOMMENDATION

Council by motion adopt resolution approving financial participation in the San Joaquin Valley Water Infrastructure Authority and authorize payment to the Authority.

## EXECUTIVE SUMMARY

A joint powers authority was created by an agreement made and entered into on November 17, 2015 among the counties of Fresno, Kings, Madera, Merced and Tulare, two City Parties, two Water Agencies and a Tribal Party. (Attachment 'C')

The parties desired to create a joint powers agency that will solicit grants under the competitive process established by the State of California pursuant to the Water Quality, Supply and Infrastructure Improvement Act of 2014 or any similar state or federal statutes or programs to fund water infrastructure improvement projects within the jurisdiction of some or all of the member Parties.

Per the Council of Government's request, approval of the attached resolution authorizes the City of Kerman's financial participation in the amount of \$736. The City has not been asked to become a formal party to the agreement creating the Authority.

## FISCAL IMPACT

In accordance with agreement (Attachment 'C'), Article 15 Responsibilities of Parties (c) As an initial contribution, upon execution of this Agreement by the relevant party, each party is to contribute the amount of \$50,000.

Fresno Council of Governments (COG) agreed the county and the cities in Fresno County would share the pro-rata cost on a voluntary basis.

Each member of COG is to get approval from their respective City Council or administrative process to authorize their specific contribution.

The pro-rated cost for Kerman is \$736.00 as indicated on the spreadsheet listed as Attachment 'A'.

## Attachments:

- A. Spreadsheet
- B. Resolution
- C. Agreement

Attachment 'A'

MEMBER	CENSUS POPULATION		1 Member
	01/01/15	PERCENT	
Clovis	104,339	10.73%	5,366
Coalinga	16,529	1.70%	850
Firebaugh	7,779	0.80%	400
Fowler	5,957	0.61%	306
Fresno City	520,159	53.50%	26,748
Huron	6,817	0.70%	351
Kerman	14,314	1.47%	736
Kingsburg	11,711	1.20%	602
Mendota	11,211	1.15%	577
Orange Cove	9,358	0.96%	481
Parlier	15,095	1.55%	776
Reedley	25,488	2.62%	1,311
Sanger	25,128	2.58%	1,292
San Joaquin	4,041	0.42%	208
Selma	23,912	2.46%	1,230
Fresno Co.	170,459	17.53%	8,766
<b>TOTALS</b>	<b>972,297</b>	<b>100%</b>	<b>50,000</b>
			<b>50,000</b>

Attachment 'B'

RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AUTHORIZING  
THE CITY TO PARTICIPATE IN A JOINT EXERCISE OF POWERS AGREEMENT WITH  
THE SAN JUAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY (SJVWIA)

RESOLVED by the Council of the City of Kerman, County of Fresno, California, that:

WHEREAS, the City of Kerman is part of the Fresno County Council of Governments (COG);  
and

WHEREAS, an agreement was made and entered into on November 17, 2015 among the  
counties of Fresno, Kings, Madera, Merced and Tulare, two City Parties, two Water Agencies and a Tribal  
Party; and

WHEREAS, the parties created a joint powers agency that will solicit grants under the  
competitive process established by the State of California pursuant to the Water Quality, Supply and  
Infrastructure Improvement Act of 2014; and

WHEREAS, as an initial contribution, upon execution of this Agreement by the relevant party,  
each party shall contribute the amount of \$50,000; and

WHEREAS, Fresno Council of Governments (COG) agreed the county and the cities in Fresno  
County would share the pro-rata cost on a voluntary basis for the cost of establishing; and

WHEREAS, the City of Kermans pro-rata share is \$736.00.

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

1. The foregoing recitals are incorporated by reference.
2. The City hereby agrees to contribute is pro-rata share as requested by COG and.
3. The City is authorized to pay the pro-rated cost of \$736.00 for participation.

The forgoing resolution was introduced and adopted at a regular meeting of the City Council of the City of Kerman  
held on the 20<sup>th</sup> day of April, 2016, by the following vote to wit:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

---

Stephen B. Hill  
Mayor

ATTEST:

---

Marci Reyes  
City Clerk

1                                   **JOINT EXERCISE OF POWERS AGREEMENT**  
2   **CREATING**  
3                                   **THE SAN JOAQUIN VALLEY WATER INFRASTRUCTURE**  
4   **AUTHORITY (SJWIA)**  
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10                                   **EFFECTIVE DATE: NOVEMBER 17, 2015**  
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**JOINT EXERCISE OF POWERS AGREEMENT**

**CREATING THE SAN JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY (SJVWIA)**

THIS Agreement ("Agreement") is made and entered into effective 17<sup>th</sup> day of November, 2015, by and among the counties of FRESNO, KINGS, MADERA, MERCED, and TULARE ( "County Parties") and two City Parties, two Water Agency Parties, and one Tribal Party nominated pursuant to Article 5 of this Agreement. Each entity listed above is a political subdivision of the State of California, a public agency or Native American tribe or nation and a "Party" to this Agreement, and all the entities listed above together are the "Parties" to this Agreement.

**RECITALS**

**WHEREAS**, Article 1, Chapter 5, Division 7, Title 1 of the California Government Code (Section 6500 et seq.) permits two or more public agencies by agreement to exercise jointly powers common to the contracting parties; and

**WHEREAS**, the Parties each are public agencies or Native American tribes or nations, which have the common power, pursuant to California Government Code section 23004(c), to make contracts necessary to the exercise of their respective powers; and

**WHEREAS**, the Parties desire to create a joint powers agency that will solicit grants under the competitive process established by the State of California pursuant to the Water Quality, Supply and Infrastructure Improvement Act of 2014 ("Act") or any similar state or federal statutes or programs to fund water infrastructure improvement projects within the jurisdiction of some or all of the member Parties, and to administer the disbursement and expenditure of said funds on qualified infrastructure projects including but not limited to local surface storage projects, groundwater recharge projects and construction of the Temperance Flat Dam project, and in all instances subject to obtaining a financial commitment by the member Parties to pay for their respective costs thereof as provided herein; and

**WHEREAS**, the Parties can through cooperation present more comprehensive and effective grant proposals with greater efficiency than they could obtain by their individual efforts; and

**WHEREAS**, collaboration and consolidation of governmental action benefits the public and the taxpayer, and if the Parties determine that it is to their mutual benefit, the Parties believe the SJVWIA should provide access to other public agencies in proximity to and with interests similar to those of the Parties by

1 considering the execution of a Participation Agreement among the SJVWIA and such other public agencies  
2 that would permit such other public agencies to participate in the grant formation and solicitation process in  
3 the future, provided that such other public agencies make financial commitments similar to those made by  
4 the Parties in connection with this Agreement, as provided herein.

5 **NOW THEREFORE**, in consideration of their mutual promises, covenants and conditions, hereinafter  
6 set forth, the sufficiency of which is acknowledged, the Parties agree as follows:

7  
8 **ARTICLE I**  
9 **DEFINITIONS**

10 **"SJVWIA"** shall mean the San Joaquin Valley Water Infrastructure Authority.

11 **"Authority"** shall mean the SJVWIA created by this Agreement.

12 **"Biweekly"** shall mean an event or act which only occurs once every two weeks.

13 **"Board of Directors"** shall mean the governing body of the Authority.

14 **"Fiscal year"** shall mean that period of twelve months which is established by the Board of Directors  
15 as the fiscal year of the Authority.

16 **"Government Code"** shall mean the California Government Code.

17 **"Joint Powers Law"** shall mean Article 1, Chapter 5, Division 7, Title 1 (commencing with Section  
18 6500) of the Government Code.

19 **"The Act"** shall mean the Water Quality, Supply and Infrastructure Improvement Act of 2014 (AB  
20 1471, Ch.188).

21 **"Water Agency"** shall mean an independent irrigation district, reclamation district, water district or  
22 any other independent local governmental entity that obtains, manages and provides water to residential,  
23 industrial, commercial or agricultural users and joint powers authorities that represent water agencies.

24 **"Qualified Water Project"** shall mean any construction, modification, operation or agreement for  
25 provision of water for which funds allocated under the Act or under similar State of California or federal  
26 programs or laws may be properly awarded and expended and which benefits the jurisdictions of the  
27 member Parties.

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**ARTICLE 2**

**PURPOSES OF THE AGREEMENT**

This Agreement is entered into by the Parties so that the Authority shall jointly develop and submit to the appropriate agency of the State of California solicitations or applications for grants pursuant to the Water Quality, Supply, and Infrastructure Act of 2014 or pursuant to similar programs or laws established by the State of California or the United States federal government. The Authority may also exercise such powers as are granted to it by the member Parties to administer or disburse the funds obtained for any Qualified Water Project.

**ARTICLE 3**

**TERM**

This Agreement shall continue in full force and effect until terminated as provided herein.

**ARTICLE 4**

**CREATION OF THE AUTHORITY**

Pursuant to the Joint Powers Law, there is hereby created a public entity separate and apart from the Parties, to be known as the San Joaquin Valley Water Infrastructure Authority ("SJVVIA" or the "Authority"), with such powers as are hereinafter set forth. The debts, liabilities and obligations of the Authority shall be the debts, liabilities or obligations of the Authority alone and shall not constitute debts, liabilities, or obligations of any party to this Agreement notwithstanding the payment of respective costs and expenses as referenced in the Recitals, Article 15 and throughout the Agreement. The Authority, its Board, officers, membership and staff shall be governed by this Agreement, the Bylaws, and other documents duly adopted by the Authority.

**ARTICLE 5**

**NOMINATION OF CITY, WATER AGENCY AND TRIBAL PARTIES**

(a) **CITY PARTIES:** Two cities shall be nominated by a majority of the incorporated cities within the jurisdictions of the County Parties to be Parties to this Agreement. The governing board of each City Party so nominated shall approve this Agreement and cause it to be signed by an authorized representative.

1 One City Party shall be from the Western portion of the jurisdictions of the County Parties and one City Party  
2 shall be from the Eastern portion of the jurisdictions. One of the City Parties shall be from a disadvantaged  
3 community. The City Parties must be from different counties. If, for any reason, a City Party withdraws or  
4 ceases participation in the Authority, a majority of the cities within the jurisdictions of the County Parties shall  
5 nominate a replacement City Party subject to the terms of this Article. For purposes of this section, a  
6 majority of cities shall mean a majority of cities within the jurisdiction of the County Parties who participate or  
7 respond to the process, election or meeting through which the nominated City Parties are selected, provided  
8 that all cities within the jurisdiction of the County Parties have received written notice of the process, election  
9 or meeting and a reasonable opportunity to participate, vote or attend.

10 (b) **WATER AGENCY PARTIES:** Two Water Agencies shall be nominated by a majority of the  
11 Water Agencies within the jurisdictions of the County Parties to be Parties to this Agreement. The governing  
12 board of each Water Agency Party so nominated shall approve this Agreement and cause it to be signed by  
13 an authorized representative. One Water Agency Party shall be from the Western portion of the jurisdictions  
14 of the County Parties and one Water Agency Party shall be from the Eastern portion of the jurisdictions. The  
15 Water Agency Parties must be from different counties. If, for any reason, a Water Agency Party withdraws or  
16 ceases participation in the Authority, a majority of the Water Agencies within the jurisdictions of the County  
17 Parties shall nominate a replacement Water Agency Party subject to the terms of this Article. For purposes  
18 of this section, a majority of Water Agencies shall mean a majority of Water Agencies within the jurisdiction  
19 of the County Parties who participate or respond to the process, election or meeting through which the  
20 nominated Water Agency Parties are selected, provided that all Water Agencies within the jurisdiction of the  
21 County Parties have received written notice of the process, election or meeting and a reasonable opportunity  
22 to participate, vote or attend.

23 (c) **TRIBAL PARTY:** One federally recognized Native American tribe shall be nominated by a  
24 majority of the federally recognized Native American tribes within the jurisdiction of the Party Counties to be  
25 a Party to this Agreement. The governing board or authority of the Tribal Party so nominated shall approve  
26 this Agreement and cause it to be signed by an authorized representative. The Tribal Party shall and hereby  
27 does, as part of its approval of this Agreement, waive its sovereign immunity for all purposes related to this  
28 Agreement or the Authority. If, for any reason the Tribal Party withdraws or ceases participation in the  
Authority, a majority of the federally recognized Native American tribes within the jurisdictions of the County

1 Parties shall nominate a replacement Tribal Party subject to the terms of this Article. For purposes of this  
2 section, a majority of federally recognized Native American tribes shall mean a majority of federally  
3 recognized Native American tribes within the jurisdiction of the County Parties who participate or respond to  
4 the process, election or meeting through which the nominated Tribal Party is selected, provided that all  
5 federally recognized Native American tribes within the jurisdiction of the County Parties have received written  
6 notice of the process, election or meeting and a reasonable opportunity to participate, vote or attend.

7 (d) **PARTIES JOIN AUTHORITY BY FORMAL ADOPTION OF AGREEMENT.** The City, Water  
8 Agency and Tribal Parties and any replacement City, Water and Tribal Parties shall join the Authority by  
9 formal adoption and execution of this Agreement. No amendment of this Agreement is required for the  
10 nominated City, Water or Tribal Parties, or replacement parties provided for under this Article to join or  
11 participate fully in the Authority.

12  
13 **ARTICLE 6**

14 **POWERS OF THE AUTHORITY**

15 The Authority shall have all powers set forth in the Joint Powers Law, and is hereby authorized to do  
16 all acts necessary for the exercise of said powers in furtherance of its purposes. Such powers include, but  
17 are not limited to, the following:

18 (a) To make and enter into contracts, including but not limited to contracts with the Parties  
19 and/or the federal government, the State of California, other local governments, agencies or special districts.

20 (b) To incur debts, liabilities, and obligations.

21 (c) To acquire, hold, or dispose of property, contributions and donations of property, funds,  
22 services, and other forms of assistance from persons, firms, corporations, and government entities.

23 (d) To sue and be sued in its own name, and to settle any claim against it.

24 (e) To receive and use contributions and advances from the Parties as provided in Government  
25 Code Section 6504, including contributions or advances of personnel, equipment, or property.

26 (f) To receive and use contributions and advances from Participating Entities including  
27 contributions or advances of personnel, equipment, or property.

28

1 (g) To invest any money in its treasury that is not required for its immediate necessities,  
2 pursuant to Government Code Section 6509.5.

3 (h) To carry out all provisions of this Agreement. Said powers shall be exercised pursuant to  
4 the terms hereof and in the manner provided by law. The responsibility for financing, funding or providing  
5 matching funds for the actual construction of any Qualifying Water Project shall be the responsibility of the  
6 individual local governmental agency performing or authorizing such construction and shall not be an  
7 obligation of the Authority. However, the Authority, if it determines the Qualifying Water Project will have  
8 substantial general benefit throughout the jurisdictions of the Member Counties, may take actions to secure  
9 financing, funding or matching funds and to disburse such funds in furtherance of construction of the  
10 Qualifying Water Project.

11 (i) The Authority may not appropriate, expend or encumber funds in excess of any amounts  
12 actually approved and contributed by the Parties or actually received from any other source.

13 Pursuant to Government Code section 6509, the aforementioned powers shall be subject to those  
14 restrictions as apply to any of the Parties.

## 15 ARTICLE 7

### 16 BOARD OF DIRECTORS

#### 17 (a) Composition of the Board of Directors

18 The Authority shall be governed by the Board of Directors, which shall consist of eleven (11)  
19 members and shall be composed as follows:

20 1. **COUNTY MEMBERS:** One member appointed by the Board of Supervisors  
21 of each member County Party who shall be a member of the Board of Supervisors of the respective  
22 Party for a total of five (5) directors. Each Board of Supervisors of each Party shall also appoint an  
23 alternate member who shall be a member of the respective Party's Board of Supervisors who shall  
24 serve in the absence of the regular member appointed by that Party.

25 2. **CITY MEMBERS:** One (1) member appointed by each City Party for a total  
26 of two (2) members. The members shall be elected officials of their respective City Party and shall be  
27 appointed to a two (2) year term. Each City Party shall appoint an alternate member who shall serve  
28

1 in the absence of the regular member appointed by that Party. Alternate members must also be  
2 elected officials of the City Party.

3 3. **WATER AGENCY MEMBERS:** One (1) member appointed by each Water  
4 Agency Party for a total of two (2) members. The member shall be an officer or employee of their  
5 respective Water Agency Party and shall be appointed to a two (2) year term. Each Water Agency  
6 Party shall appoint an alternate member who shall serve in the absence of the regular member  
7 appointed by that Party.

8 4. **TRIBAL MEMBER:** One (1) member appointed by the Tribal Party The  
9 member shall be appointed to a two (2) year term. The Tribal Party shall appoint an alternate  
10 member who shall serve in the absence of the regular member appointed by the Tribal Party.

11 5. **GENERAL AT-LARGE MEMBER:** One (1) member appointed by a majority  
12 of the ten members of Board of Directors identified above, provided, however, that in addition to a  
13 simple majority of the Board of Directors, at least three (3) County Party members and three (3) City,  
14 Water Agency or Tribal members must vote in favor of the General At-Large Member. The member  
15 shall be appointed to serve a two (2) year term. The Board of Directors may select any individual  
16 resident of California as the General At-Large Member including but not limited to a representative of  
17 a community service district or county service area within the jurisdictions of the County Parties or  
18 any other representation from within the jurisdictions of the County Parties deemed appropriate by the  
19 majority of the Board of Directors.

19 **(b) Replacement by Alternate Members**

20 County Members of the Board of Directors shall serve until removed or replaced by the Board of  
21 Supervisors of the respective County. If, for any reason, a County Member resigns, leaves office or cannot  
22 fulfill the duties of that position, the Board of Supervisors of the relevant Party County shall appoint a new  
23 regular member of the Board of Directors.

24 If, for any reason, the General Member resigns or cannot fulfill the duties of that position, the  
25 remaining members of the Board of Directors shall appoint a new General At-Large Member to complete the  
26 remainder of the General At-Large Member's term.

1 If for any reason, a City Member, a Water Agency Member or the Tribal Member resigns or cannot  
2 fulfill the duties of that position, the alternate member appointed by the respective Party shall become the  
3 regular member for the remainder of the applicable term.

4 (c) Startup Operations

5 Notwithstanding any other provision of this Agreement, during the initial startup period of the  
6 operations of the Authority, the five County Members of the Board of Directors shall function as a five  
7 member Board of Directors subject to the provisions of Article 18. Upon City, Water Agency or Tribal  
8 members being appointed and sworn in, said members may participate in Board of Directors meetings and  
9 vote to the same extent as members appointed by County Parties subject to Article 15.

10 (d) Voting Protocols

11 A majority of the membership of the Board of Directors shall constitute a quorum for the transaction  
12 of business (e.g., six present members of an eleven member Board of Directors shall constitute a quorum).  
13 Approval of proposed actions requires a simple majority vote of the Board of Directors except as provided  
14 herein.

15  
16 **ARTICLE 8**

17 **POWERS OF THE BOARD OF DIRECTORS**

18 The Board of Directors shall have the following powers and functions:

19 (a) The Board of Directors shall exercise all powers and conduct all business of the Authority,  
20 either directly or by delegation to its officers and staff.

21 (b) The Board of Directors shall elect the officers of the Authority and shall appoint or hire  
22 necessary staff in accordance with Articles 10 and 11 hereof.

23 (c) The Board of Directors shall cause to be prepared, and shall review, modify as necessary,  
24 and adopt the annual operating budget of the Authority.

25 (d) The Board of Directors shall develop, or cause to be developed, and shall review, modify as  
26 necessary, any solicitation or grant application for a Qualified Water Project and administrative services  
27 necessary to carry out such solicitation or grant application or the receipt, administration and disbursement of  
28 any grant funds received.

1 (e) The Board of Directors shall provide for necessary services to the Authority and the Parties,  
2 by contract or otherwise, which may include, but shall not be limited to, accounting, auditing, and legal  
3 services.

4 (f) The Board of Directors shall provide general supervision and policy direction to the staff of  
5 the Authority.

6 (g) The Board of Directors shall have such other powers and duties as are reasonably  
7 necessary to carry out the purposes of the Authority, including, but not limited to, establishing Ad Hoc or  
8 Standing Committees of participating entities,

9

10 **ARTICLE 9**

11 **MEETINGS OF THE BOARD OF DIRECTORS**

12 (a) The Board of Directors shall hold at least one regular meeting each year and shall provide  
13 for such other regular meetings and for such special meetings as it deems necessary.

14 (b) The staff of the Authority shall provide for the keeping of minutes of regular and special  
15 meetings of the Board of Directors, and shall provide a copy of the minutes to each member of the Board of  
16 Directors at the next scheduled meeting.

17 (c) All meetings of the Board of Directors shall be called, noticed, held and conducted in  
18 accordance with the provisions of Government Code Section 54950 et seq.

19 (d) The Authority shall provide each of the Parties the agenda, including any supplements  
20 thereof, and any supporting agenda materials of all meetings of the Board of Directors not later than the time  
21 that the Authority publishes notice of such meetings pursuant to paragraph (c), immediately above.

22

23 **ARTICLE 10**

24 **OFFICERS**

25 The Board of Directors shall elect from its membership a President and Vice President of the Board  
26 of Directors, to serve for two-year terms. The President, or in his or her absence, the Vice President, shall  
27 preside at and conduct all meetings of the Board of Directors.

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**ARTICLE 11**

**ADMINISTRATION**

The following staff members shall be appointed by and serve at the pleasure of the Board of Directors:

(a) **Auditor-Treasurer.** The duties of the Auditor-Treasurer are set forth in of this Agreement. Pursuant to Government Code Section 6505.5, the Auditor-Treasurer shall be the county auditor controller of one of the Parties, at the selection of the Authority and subject to the consent of the applicable county auditor controller to serve as the Authority's Auditor-Treasurer. Pursuant to Government Code Section 6505, the charges to the Authority for the services of the Auditor-Treasurer shall be determined by the Board of Supervisors of the county from which such staff members are appointed, subject to approval by the Authority.

(b) **Other Staff.** The Board of Directors shall provide for the appointment or hire of such other staff as may be necessary for the administration of the Authority.

**ARTICLE 12**

**DEVELOPMENT, FUNDING AND IMPLEMENTATION OF SOLICITATIONS OR GRANT APPLICATIONS**

(a) **Solicitations or Grant Applications.** The Authority shall develop, fund and cause to be submitted solicitations or grant applications to the appropriate state or federal agency pursuant to the Act or other similar state or federal programs or laws.

(b) **Competitive Selection of Experts.** If the Authority determines to retain an expert or experts to prepare any solicitation or grant application, the selection of said expert(s) shall be made through a competitive process unless the expert falls within the category of professional expertise which may be properly selected through a Request for Proposal or other non-competitive process.

**ARTICLE 13**

**ACCOUNTS AND RECORDS**

(a) **Annual Budget.** The Authority shall annually adopt an operating budget.

(b) **Funds and Accounts.** The Auditor-Treasurer of the Authority shall establish and maintain such funds and accounts as may be required by good accounting practices and by the Board of Directors.

1 Separate accounts shall be established and maintained for each project under development or adopted and  
2 implemented by the Authority. Books and records of the Authority in the hands of the Auditor-Treasurer shall  
3 be open to inspection at all reasonable times by authorized representatives of the Parties.

4 The Authority shall adhere to the standard of strict accountability for funds set forth in  
5 Government Code Section 6505.

6 (c) **Auditor's Report.** The Auditor-Treasurer, within one hundred and twenty (120) days after  
7 the close of each fiscal year, shall give a complete written report of all financial activities for such fiscal year  
8 to the Board of Directors and Parties.

9 (d) **Annual Audit.** Pursuant to Government Code Section 6505, the Authority shall either make  
10 or contract with a certified public accountant to make an annual fiscal year audit of all accounts and records  
11 of the Authority, conforming in all respects with the requirements of that section. A report of the audit shall  
12 be filed as a public record with the Parties also with the county auditor of the county where the home office of  
13 the Authority is located and shall be sent to any public agency or person in California that submits a written  
14 request to the Authority. The report shall be filed within six months of the end of the fiscal year or years  
15 under examination. Costs of the audit shall be considered a general expense of the Authority.

16  
17 **ARTICLE 14**

18 **RESPONSIBILITIES FOR FUNDS AND PROPERTY**

19 (a) The Auditor-Treasurer shall have the custody of and disburse the Authority's funds. He or  
20 she may delegate disbursing authority to such persons as may be authorized by the Board of Directors to  
21 perform that function, subject to the requirements of (b) below. The Auditor-Treasurer shall hold and  
22 prudently invest any funds for which he or she has custody consistent with the Investment Policy of the  
23 Authority. The Auditor-Treasurer's primary objective in holding and investing such funds shall be: first, to  
24 safeguard the principal of such funds under his or her control; second, to meet the liquidity needs of the  
25 Authority; and third, to achieve a return on such funds under his or her control.

26 (b) Pursuant to Government Code Section 6505.5:  
27  
28

1 (1) Receive and acknowledge receipt for all funds of the Authority and place them in the  
2 treasury of the Treasurer to the credit of the Authority.

3 (2) Be responsible upon his or her official bond for the safekeeping and disbursements  
4 of all Authority funds so held by him or her.

5 (3) Pay any sums due from the Authority, as approved for payment by the Board of  
6 Directors or by any body or person to whom the Board of Directors has delegated approval authority, making  
7 such payments from Authority funds upon warrants drawn by the Auditor.

8 (4) Verify and report in writing to the Authority and to the Parties, as of the first day of  
9 each quarter of the fiscal year, the amount of money then held for the Authority, the amount of receipts since  
10 the last report, and the amount paid out since the last report.

11 (c) Pursuant to Government Code Section 6505.1, the President, the Vice-President, and such  
12 other persons as the Board of Directors may designate, shall have charge of, handle, and have access to the  
13 property of the Authority.

14 (d) The Authority shall secure and pay for a fidelity bond or bonds, in an amount or amounts and  
15 in the form specified by the Board of Directors, covering all officers and staff of the Authority, and all officers  
16 and staff who are authorized to have charge of, handle, and have access to property of the Authority.

## 18 ARTICLE 15

### 19 RESPONSIBILITIES OF PARTIES

20 The Parties shall have the following responsibilities under this Agreement:

21 (a) The governing board or authority of each Party shall appoint representative(s) to the Board  
22 of Directors, pursuant to Article 7 hereof.

23 (b) Each Party shall appoint an officer or employee of the Party to be responsible and serve as  
24 a liaison between the Party and the Authority for all matters relating to the Authority.

25 (c) As an initial contribution, upon execution of this Agreement by the relevant Party, each Party  
26 shall contribute the amount of \$50,000 for a total of \$500,000. A Party shall make the first payment of no less  
27 than 50% (\$25,000) of the initial contribution upon execution of this Agreement by that Party. The second  
28 payment of the remaining 50% (\$25,000) of the initial contribution shall be made no later than 90 days after

1 the respective member of the Board of Directors is sworn in. If the required initial contribution payments are  
2 not made by the specified deadlines the Board of Directors member representing a Party in default may not  
3 vote until the required initial contribution payment is made.

4 Further regular contributions toward the operating and/or administrative expenses of the Authority  
5 shall be determined by the Board of Directors but any further contribution by a Party shall be subject to the  
6 approval of the governing board or authority of that Party. All regular contributions toward the operating  
7 and/or administrative expenses of the Authority as determined by the Board of Directors shall be made in  
8 equal amounts from each of the Parties. It is recognized that the City, Water Agency and Tribal Parties will  
9 make whatever agreements or arrangements with other cities, Water Agencies or Native American tribes  
10 within the jurisdictions of the County Parties to obtain funds to pay initial or regular contributions to the  
11 Authority. The Authority has the power to enter into agreements with any Party, city, district, Native  
12 American tribe, other local, state or federal governmental agencies or private parties, or any combination  
13 thereof, to accept contributions to develop, fund and cause to be submitted solicitations or grant applications  
14 to the appropriate state or federal agency pursuant to the Act or other similar state or federal programs or  
15 laws for a Qualified Water Project. The responsibility for financing, funding or providing matching funds for  
16 the actual construction of any Qualifying Water Project shall be the responsibility of the individual local  
17 governmental agency performing or authorizing such construction and shall not be an obligation of the  
18 Authority. However, the Authority, if it determines the Qualifying Water Project will have substantial general  
19 benefit throughout the jurisdictions of the County Parties, may take actions to secure financing, funding or  
20 matching funds and to disburse such funds in furtherance of construction of the Qualifying Water Project.

21 (d) Each Party shall provide the Authority such other information or assistance as may be  
22 necessary for the Authority to develop and implement Qualified Water Projects under this Agreement.

23 (e) Each Party shall cooperate with and assist the Authority and other contractors in all matters  
24 relating to this Agreement, and shall comply with all Bylaws, and other rules by the Board of Directors.

25 (f) Each Party shall have such other responsibilities as are provided elsewhere in this  
26 Agreement, and as are established by the Board of Directors in order to carry out the purposes of this  
27 Agreement.  
28

1 **ARTICLE 16**

2 **WITHDRAWAL AND TERMINATION**

3 (a) Any Party may terminate its membership in the Authority and its obligations under this  
4 Agreement upon 180 days advance written notice to the other Parties and the Authority. The written intent to  
5 terminate may be withdrawn no later than 120 days prior to the end of the 180 day termination period.

6 (b) Upon withdrawal of a Party from the Authority and this Agreement, any capital contributions  
7 of said Party shall be returned to the Party less that Party's share of ongoing obligations of the Authority  
8 incurred during that Party's membership in the Authority. Contributions by a Party for operating expenses  
9 and costs of preparation of any solicitation or application for grants authorized or incurred prior to the  
10 effective date of withdrawal shall not be returned upon withdrawal.

11 (c) Upon termination of this Agreement, all assets of the Authority remaining after all existing  
12 obligations of the Authority have been disposed of, shall be distributed among the Parties in proportion to  
13 their cash and in-kind contributions and property contributed (at market value when contributed). The Board  
14 of Directors shall determine such distribution within six (6) months after disposal of the last obligation of the  
15 Authority.

16 (d) This Agreement and the Authority shall continue to exist until such time as the final  
17 disposition of all claims, distribution of all assets, and performance of all other functions necessary to  
18 conclude the affairs of the Authority.

19 **ARTICLE 17**

20 **LIABILITY OF BOARD OF DIRECTORS, OFFICERS, COMMITTEE MEMBERS AND LEGAL ADVISORS**

21 The members of the Board of Directors, officers, committee members and legal advisors to any  
22 board or committees of the Authority shall use ordinary care and reasonable diligence in the exercise of their  
23 powers and in the performance of their duties pursuant to this Agreement. They shall not be liable for any  
24 mistake of judgment or any other action made, taken or omitted by them in good faith, nor for any action  
25 taken or omitted by any agent or employee selected with reasonable care, nor for loss incurred through  
26 investment of Authority funds, or failure to invest, performed in good faith.  
27  
28

1 No director, officer, committee member, or legal advisor to any board or committee shall be  
2 responsible for any action taken or omitted by any other director, officer, committee member, or legal advisor  
3 to any board or committee. No director, officer, committee member or legal advisor to any board or  
4 committee shall be required to give a bond or other security to guarantee the faithful performance of their  
5 duties pursuant to this Agreement.

6 The funds of the Authority shall be used to defend, indemnify and hold harmless the Authority, the,  
7 the Auditor-Treasurer of the Authority, any director, officer, committee member, contractor or retained expert  
8 or other staff appointed by the Authority or loaned to the Authority by any Party, or any County Counsel  
9 acting as legal advisor to any board or committee for their actions taken within the scope of the authority of  
10 the Authority. Nothing herein shall limit the right of the Authority to purchase insurance to provide such  
11 coverage as is hereinabove set forth.

12 **ARTICLE 18**

13 **BYLAWS**

14 The Board of Directors may adopt Bylaws consistent with this Agreement which shall provide for the  
15 administration and management of the Authority. To be effective, adopted Bylaws and any changes or  
16 amendments thereto must be approved by a majority of the Board of Directors. Notwithstanding the  
17 foregoing, if at least three (3) City, Water Agency and/or Tribal members have been sworn in at the time of  
18 the adoption or amendment of the By-Laws, in addition to a simple majority of the Board of Directors, at least  
19 three (3) County Party members and three (3) City, Water Agency or Tribal members must vote in favor of  
20 the adoption or amendment of the By-Laws. If fewer than three (3) City, Water Agency or Tribal members  
21 have been sworn in at the time of the adoption or amendment of the By-Laws, then all such members who  
22 are sworn in at that time must approve said adoption or amendment.

23 **ARTICLE 19**

24 **NOTICES**

25 The Authority shall address notices, billings and other communications to the member Parties as  
26 directed by the Parties. Each Party shall provide the Authority with the address to which communications are  
27  
28

1 to be sent. Each Party shall address notices and other communications to the Authority at the office address  
2 of the Authority as set forth in the Bylaws.

3 The Authority shall promptly give each Party a copy of any notice provided to the Authority from  
4 anyone, including but not limited to any notice from any other Party, or of any notice provided by the  
5 Authority to anyone.

6  
7 **ARTICLE 20**

8 **AMENDMENT**

9 Any matters of this Agreement may be modified from time to time by the written consent of the  
10 governing body of all the Parties without, in any way, affecting the remainder.

11  
12 **ARTICLE 21**

13 **PROHIBITION AGAINST ASSIGNMENT**

14 No Party may assign any right, claim or interest, or delegate any obligation that it may have under  
15 this Agreement, and no creditor, assignee or third party beneficiary of either Party shall have any right, claim  
16 or title to any part, share, interest, fund, premium or asset of the Authority.

17  
18 **ARTICLE 22**

19 **GOVERNING LAW**

20 The Parties agree that for the purposes of venue, performance under this Agreement is to be in  
21 Fresno County, California. The rights and obligations of the Parties and all interpretation and performance of  
22 this Agreement shall be governed in all respects by the laws of the State of California.

23  
24 **ARTICLE 23**

25 **SEVERABILITY**

26 In the event any provisions of this Agreement are held by a court of competent jurisdiction to be  
27 invalid, void, or unenforceable, the Parties will use their best efforts to meet and confer to determine how to  
28

1 mutually amend such provisions with valid and enforceable provisions, and the remaining provisions of this  
2 Agreement will nevertheless continue in full force and effect without being impaired or invalidated in any way.

3  
4 **ARTICLE 24**

5 **AGREEMENT COMPLETE**

6 This Agreement constitutes the entire agreement between the Parties with respect to the subject  
7 matter hereof and supersedes all previous agreement negotiations, proposals, commitments, writings,  
8 advertisements, publications, and understandings of any nature whatsoever unless expressly included in this  
9 Agreement. This Agreement may be executed in one or more original counterparts, all of which together will  
10 constitute one and the same agreement.

11  
12 **ARTICLE 25**

13 **FILING WITH SECRETARY OF STATE**

14 The President of the Board of Directors of the Authority shall file a notice of this Agreement with the  
15 Office of California Secretary of State within 30 days of its effective date, as required by Government Code  
16 Section 6503.5 and within 70 days of its effective date as required by Government Code Section 53051.

17  
18 **ARTICLE 26**

19 **DISPUTE RESOLUTION**

20 Any controversy or dispute between or among the Parties arising out of this Agreement shall be  
21 submitted to mediation. The mediator will be selected by mutual agreement. If the matter cannot be  
22 resolved through mediation or if the Parties cannot agree upon a mediator the matter shall be submitted to  
23 arbitration and such arbitration shall comply with and be governed by the provisions of the California  
24 Arbitration Act, of the California Code of Civil Procedure.

25  
26  
27 IN WITNESS WHEREOF, the COUNTY OF FRESNO, the COUNTY OF KINGS, the COUNTY OF  
28 MADERA, the COUNTY OF MERCED and the COUNTY OF TULARE, and the duly nominated City, Water

1 Agency and Tribal Parties, have executed this Joint Exercise of Powers Agreement Creating the SAN  
2 JOAQUIN VALLEY WATER INFRASTRUCTURE AUTHORITY as of the day and year first hereinabove  
3 written.

4  
5 **COUNTY OF FRESNO**

6 Deborah A. Poochigian  
7 Deborah A. Poochigian,  
8 Chairman, Board of Supervisors

9 BERNICE E. SEIDEL, Clerk  
10 Board of Supervisors  
11 *Attest:*

12 By Susan Bishop, Deputy

13  
14 **COUNTY OF KINGS**

15 \_\_\_\_\_  
16 Chairman, Board of Supervisors

17 \_\_\_\_\_, Clerk of the Board

18 By \_\_\_\_\_

19  
20 **COUNTY OF MADERA**

21 \_\_\_\_\_  
22 David Rogers  
23 Chairman, Board of Supervisors

24 TANNA G. BOYD, Clerk  
25 of the Board

26 By \_\_\_\_\_

27  
28 **COUNTY OF TULARE**

\_\_\_\_\_ Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board/  
County Administrative Officer

By \_\_\_\_\_

**COUNTY OF MERCED**

\_\_\_\_\_ Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board

By \_\_\_\_\_

1 REVIEWED &  
2 RECOMMENDED FOR APPROVAL

3



4 Jean Rousseau,  
5 County Administrative Officer  
6 County of Fresno

7

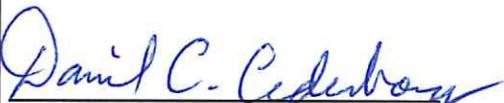
8 Eric Fleming,  
9 County Administrative Officer  
10 County of Madera

11

12

13

14 APPROVED AS TO LEGAL FORM



15 Daniel C. Cederborg,  
16 County Counsel, County of Fresno

17

18 Regina A. Garza,  
19 County Counsel, County of Madera

20

21

22 Colleen J. Carlson,  
23 County Counsel, County of Kings

24

25

26 APPROVED AS TO ACCOUNTING FORM



27 Vicki Crow,  
28 Auditor-Controller/Treasurer-Tax Collector  
County of Fresno

REVIEWED &  
RECOMMENDED FOR APPROVAL

James L. Brown,  
County Administrative Officer  
County of Merced

Michael C. Spata,  
Interim County Administrative Officer  
County of Tulare

Larry Spikes,  
County Administrative Officer  
County of Kings

APPROVED AS TO LEGAL FORM

Kathleen Bales-Lange,  
County Counsel, County of Tulare

James N. Fincher  
County Counsel, County of Merced

1 [RESERVED FOR SIGNATURE BY CITY, WATER AGENCY and TRIBAL PARTIES]

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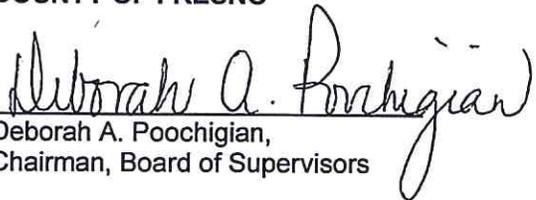
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4  
5 **COUNTY OF FRESNO**

6   
7 \_\_\_\_\_  
8 Deborah A. Poochigian,  
Chairman, Board of Supervisors

9 BERNICE E. SEIDEL, Clerk  
Board of Supervisors

10  
11 By Susan Bishop

12 **COUNTY OF KINGS**

13   
14 \_\_\_\_\_  
Chairman, Board of Supervisors

15  
16 ~~CATHERINE VENTURELLA~~ Clerk of the Board

17  
18 By Catherine Venturilla

19  
20 **COUNTY OF MADERA**

21 \_\_\_\_\_  
22 David Rogers  
Chairman, Board of Supervisors

23  
24 TANNA G. BOYD, Clerk  
of the Board

25  
26 By \_\_\_\_\_

**COUNTY OF TULARE**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board/  
County Administrative Officer

By \_\_\_\_\_

**COUNTY OF MERCED**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board

By \_\_\_\_\_

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2 RECOMMENDED FOR APPROVAL

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4 Jean Rousseau,  
5 County Administrative Officer  
6 County of Fresno

7 \_\_\_\_\_  
8 Eric Fleming,  
9 County Administrative Officer  
10 County of Madera

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14   
15 Daniel C. Cederborg,  
16 County Counsel, County of Fresno

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19 County Counsel, County of Madera

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28 County of Fresno

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Kathleen Bales-Lange,  
County Counsel, County of Tulare

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6 *Deborah A. Poochigian*  
7 Deborah A. Poochigian,  
8 Chairman, Board of Supervisors

9 BERNICE E. SEIDEL, Clerk  
Board of Supervisors  
10 Attest:

11 By *Susan Bishop, Deputy*

12 **COUNTY OF KINGS**

13 \_\_\_\_\_  
14 Chairman, Board of Supervisors

15 \_\_\_\_\_, Clerk of the Board

16 By \_\_\_\_\_

17  
18  
19 **COUNTY OF MADERA**

20 *David B. Rogers*  
21 David Rogers  
22 Chairman, Board of Supervisors

23 ~~RONDA M. CARROLL~~  
24 ~~DANNA G. BOYD~~, Clerk  
of the Board

25 By *Rhonda M. Carroll*  
26

27  
28

**COUNTY OF TULARE**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board/  
County Administrative Officer

By \_\_\_\_\_

**COUNTY OF MERCED**

\_\_\_\_\_  
Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board

By \_\_\_\_\_

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REVIEWED &  
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Larry Spikes,  
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22 County Counsel, County of Kings

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8 Chairman, Board of Supervisors

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10 Board of Supervisors

11 By Susan Bishop

12 **COUNTY OF KINGS**

13 \_\_\_\_\_  
14 Chairman, Board of Supervisors

15 \_\_\_\_\_, Clerk of the Board

16 By \_\_\_\_\_

17  
18  
19 **COUNTY OF MADERA**

20 \_\_\_\_\_  
21 David Rogers  
22 Chairman, Board of Supervisors

23 TANNA G. BOYD, Clerk  
24 of the Board

25 By \_\_\_\_\_

26  
27 **COUNTY OF TULARE**

28 John A. Pantley  
Chairman, Board of Supervisors

Michael G. Spota Clerk of the Board/  
County Administrative Officer

By Debbie A. Hanna



By \_\_\_\_\_

**COUNTY OF MERCED**

\_\_\_\_\_ Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board

By \_\_\_\_\_

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5 County Administrative Officer  
6 County of Fresno

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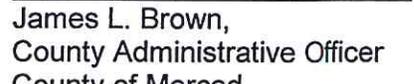
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17 Regina A. Garza,  
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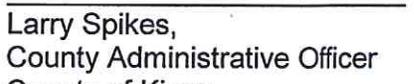
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28

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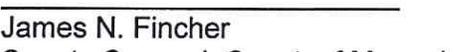
  
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7 Deborah A. Poochigian,  
8 Chairman, Board of Supervisors

9 BERNICE E. SEIDEL, Clerk  
10 Board of Supervisors

11 By Susan Bishop

12 **COUNTY OF KINGS**

13 \_\_\_\_\_  
14 Chairman, Board of Supervisors

15 \_\_\_\_\_, Clerk of the Board

16 By \_\_\_\_\_

17  
18  
19 **COUNTY OF MADERA**

20 \_\_\_\_\_  
21 David Rogers  
22 Chairman, Board of Supervisors

23 TANNA G. BOYD, Clerk  
24 of the Board

25 By \_\_\_\_\_

26  
27  
28

**COUNTY OF TULARE**

Steven Porttley  
Chairman, Board of Supervisors

Michael C. Spahn, Clerk of the Board/  
County Administrative Officer

By Devin A. YBona



By \_\_\_\_\_

**COUNTY OF MERCED**

\_\_\_\_\_ Chairman, Board of Supervisors

\_\_\_\_\_, Clerk of the Board

By \_\_\_\_\_