



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

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

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

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#### OPENING CEREMONIES

- Welcome – Mayor
- Call to Order
- Roll Call
- Invocation

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

- Pledge of Allegiance – City Clerk

#### AGENDA APPROVAL/ADDITIONS/DELETIONS

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

#### 1. PRESENTATIONS/CEREMONIAL MATTERS

- A. Presentation from Kerman Police Explorer Post 777 (JKB)

#### 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: [June 15, 2016](#)

### B. SUBJECT: Payroll

Report: 05/22/2016 - 06/04/2016: \$138,506.40: Retro Pay & Other: \$6,261.87;  
Overtime: \$2,424.37; Holiday at 1/2 Time: \$1,428.36; Standby: \$908.00; Comp Time  
Earned: 30.0; Uniform Pay: \$6,075.00; Holiday Pay: \$24,357.55

Report: 06/05/2016 - 06/18/2016: \$140,659.15; Overtime: \$2,092.37; Standby:  
\$1,196.76; Comp Time Earned: 35.25

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime](#)

### C. SUBJECT: Warrants

1. Nos. 8864-9020 \$389,178.64
2. Rhonda Armstrong: 9020 \$151.31;  
(6/15 carryover) Sebastian: 8814 \$164.07; 8852 \$3,197.31
3. Bill Nijjer: #8999 \$151.31

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

ATTACHMENTS: [Accounts Payable](#)

### D. SUBJECT: Resolution Accepting the 2016 Concrete Project (JJ)

RECOMMENDATION: Council by motion adopt resolution accepting the 2016 Concrete Project authorize the City Engineer to record the Notice of Completion.

ATTACHMENTS: [Staff Report - 2016 Concrete Project Acceptance](#)

- E. SUBJECT: Extension of Expiration Date of Engineering and Traffic Surveys Conducted to Establish Speed Limits for Collector and Arterial Streets (JJ)

RECOMMENDATION: Council by motion adopt resolution extending the expiration date of the engineering and traffic surveys conducted to establish speed limits for collector and arterial streets and authorize the City Engineer to file the resolution with the Fresno County Superior Court.

ATTACHMENTS: [Staff Report - E&TS Extension](#)

- F. SUBJECT: Certification and Claim of Measure "C" Extension Local Transportation Revenues for Fiscal Year 2016/2017 (Tj)

RECOMMENDATION: Council by motion adopt resolution authorizing Finance Director to submit certification and claim form for Measure 'C' Extension Local Transportation Revenues for Fiscal Year 2016/2017 to the Fresno County Transportation Authority.

ATTACHMENTS: [Staff Report - Measure "C"](#)

- G. SUBJECT: Resolution Authorizing the City of Kerman to Enter Into an ACH Origination Agreement with Central Valley Community Bank (TJ)

RECOMMENDATION: Council to adopt resolution authorizing City Manager and City Clerk sign the ACH Origination Agreement with Central Valley Community Bank.

ATTACHMENTS: [Staff Report - ACH Bank Agreement](#)

3. PUBLIC HEARINGS

None

4. DEPARTMENT REPORTS

- A. SUBJECT: Resolution Approving the Purchase of a Pedestrian Easement for the California Avenue Sidewalk (Phase I) Project and Accepting the Easement for Public Use (JJ)

RECOMMENDATION: Council by motion adopt resolution approving the purchase of a pedestrian easement for the California Avenue Sidewalk (Phase I) Project and accepting the easement for public use.

ATTACHMENTS: [Staff Report - California Sidewalk Easement Acceptance](#)

- B. SUBJECT: Request by Tim Bakman (JK)

RECOMMENDATION: Council consider request and direct staff accordingly.

ATTACHMENTS: [Staff Report - Bakman](#)

- C. SUBJECT: Consideration of Agreement with Willow Partners, LLC. (JK)

RECOMMENDATION: Council adopt a Resolution Waiving Certain Impact Fees for Willow Partners, LLC's Gateway Villas Affordable Housing Project, Providing for Restoration of Funds from Non-Impact Fee Sources, Making Public Benefit Findings, and Approving Agreement with Willow Partners LLC Regarding Payment of Impact Fees.

ATTACHMENTS: [Staff Report - Gateway Villas Agreement](#)

- D. SUBJECT: Resolution Rejecting Bids for the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022) (JJ)

RECOMMENDATION: Council by motion adopt the resolution rejecting all bids for the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022), and direct the City Engineer to re-advertise for bids in Spring 2017.

ATTACHMENTS: [Staff Report - SR2S Project Bid Rejection](#)

- E. SUBJECT: Award of Contract for the Soroptimist Park Restroom Site Improvements Project, Community Development Block Grant Project No. 15371 (JJ)

RECOMMENDATION: Council by motion adopt the resolution awarding the contract for the Soroptimist Park Restroom Site Improvements Project, Community Development Block Grant Project No. 15371, to Cable Links Construction in the amount of \$39,134.08, authorize the City Manager to sign the contract, and amend the Fiscal Year 2016-2017 City Budget to include \$15,000 from Park Development Impact Fees for the project.

ATTACHMENTS: [Staff Report - Soroptimist Site Improvements Award](#)

- F. SUBJECT: Introduction of Ordinance Repealing Chapter 13.06 of Title 13 of the Kerman Municipal Code and Adding New Chapter 13.06 to Title 13 of the Kerman Municipal Code Adopting by Reference the State Model Water Efficient Landscape Ordinance (OP)

RECOMMENDATION: Council by motion waive full reading and introduce Ordinance Repealing Chapter 13.06 of Title 13 of the Kerman Municipal Code and Adding new Chapter 13.06 to Title 13 of the Kerman Municipal Code Adopting by Reference the State Model Water Efficient Landscape Ordinance.

ATTACHMENTS: [Staff Report - Landscape Ordinance](#)

- G. 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 Construction of Senior Center, Regional Fairgrounds, Police Station, Animal Kennel, and Other Similar Projects, As Well As Downtown Revitalization not to exceed 10% (JK)

RECOMMENDATION: Council by motion:

1. Adopt resolution submitting ballot measure regarding Special Sales Tax to City Voters by a 2/3 vote of all members of the City Council (4 votes);
2. Designate two members of the Council to author the ballot argument in favor of the measure. The designation will be inserted into the adopted resolution; and
3. Introduce and waive full reading of Ordinance of the City of Kerman Adding Chapter 3.16A to the Kerman Municipal Code to Approve a Special Three Quarter Cent (.75%) Transactions and Use Tax for Construction of Senior Center, Regional Fairgrounds, Police Station, Animal Kennel, and Other Similar Projects, and Downtown Revitalization not to exceed 10%.

ATTACHMENTS: [Staff Report - Tax Initiative](#)

5. CITY MANAGER/STAFF COMMUNICATIONS
6. MAYOR/COUNCIL REPORTS
7. CLOSED SESSION  
None
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, June 15, 2016**  
**6:30 PM**

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

Present: Mayor Hill (SH), Rhonda Armstrong(RA), Kevin Nehring (KN) Bill Nijjer (BN)  
 Absent: Gary Yep (GY)  
 Also Present: City Manager Kunkel, City Attorney Cantú, Chief of Police, Finance Director, Public Works Director, City Engineer, Planning Technician

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

**OPENING CEREMONIES**

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

6:43 p.m.  
 All present except GY SH  
 Performed

**AGENDA APPROVAL/ADDITIONS/DELETIONS**

Approved RA/KN to remove 2.C.2 (4-0-1) GY (questions regarding #8844)

**1. PRESENTATIONS/CEREMONIAL MATTERS**

None

**REQUEST TO ADDRESS COUNCIL**

Tim Bakman

**2. CONSENT CALENDAR**

Approved BN/RA (4-0-1) GY

**A. SUBJECT: Minutes**

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

**B. SUBJECT: Payroll**

Report: 05/08/2016 - 05/21/2016: \$139,013.22; Overtime: \$2,329.72; Standby: \$1,210.41; Comp Time Earned: 52.5

**C. SUBJECT: Warrants**

1. Nos. 8773-8863 \$284,186.86
2. Excepting Sebastian: 8814 \$164.07; 8852 \$3,197.31; Lora Nehring: 8844 \$595.00

2.C.2 Removed

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

- D. SUBJECT: Resolution Approving Annual Agreement with the County of Fresno for Police Dispatch Services (JKB)

RECOMMENDATION: Council by motion adopt resolution approving annual agreement with County of Fresno for Police Dispatch Services.

Res 16-30

- E. SUBJECT: Resolution Approving Agreement with the Fresno Sheriff-Coroner's Office for Law Enforcement Investigative Services (JKB)

RECOMMENDATION: Council by motion adopt resolution approving agreement with Fresno Sheriff-Coroner's Office for Specialized Law Enforcement Investigative Services to be performed when requested.

Res 16-31

- F. SUBJECT: Monthly Investment Report Ending May 31, 2016 (TJ)

RECOMMENDATION: Council accept the Monthly Investment Report as presented

### 3. PUBLIC HEARINGS

- A. SUBJECT: Second Amendment to the Solar Power Purchase Agreement (JK)

RECOMMENDATION: Council by motion set a public hearing for July 6, 2016 regarding the Second Amendment to the Solar Power Purchase Agreement.

Approved  
KN/BN (4-0-1)  
GY Set PH July 6

- B. SUBJECT: Public Hearing and Approval of Resolution Confirming Diagram and Assessments for the Annual Levy, 2016-2017 for Landscaping and Lighting District No. 1 (JJ)

Opened/Closed  
PH Approved

RECOMMENDATION: Council conduct a public hearing, receive public testimony, and adopt resolution confirming the diagram and assessments for Landscaping and Lighting District No. 1 for the 2016-2017 annual levy in the amounts specified.

Res 16-38

### 4. DEPARTMENT REPORTS

- A. SUBJECT: Second Reading and Adoption Zone Ordinance Amendment, to the Kerman Municipal Code Title 17, Chapters 17.40 Single Family and Chapter 17.42 Multi-Family Residential Zone Districts to Add Cottage Food Operations to Permitted Uses in the Single Family and Multi-Family Residential Zone Districts in compliance with California AB 1616 (OP)

RECOMMENDATION: Council waive second reading and adopt Zone Ordinance Amendment to the Kerman Municipal Code Title 17, Chapter 17.40 Single Family and Chapter 17.42 Multi-Family Residential Zone Districts to add Cottage Food Operations to permitted uses in the Single Family and Multi-Family Residential Zone Districts in compliance with California AB 1616.

Approved  
RA/KN (4-0-1)

Ord 16-03

- |  |  |
|--|--|
| <p>B. <u>SUBJECT</u>: Second Reading and Adoption of Ordinance Rezoning Land Located on the Southeast Corner of State Route 180/Whitesbridge Avenue and Siskiyou Avenue (APN 023-700-04s) (OP)</p> <p><u>RECOMMENDATION</u>: 1. Waive second reading and by motion adopt ordinance amending the official zone map of the City of Kerman in accordance with Section 17.26 of the Kerman Municipal Code to rezone land located on the southeast corner of state route 180/Whitesbridge and Siskiyou Avenue (APN 023-700-04s) from the N-C (Neighborhood Commercial) Zone District to the R-3 (Multi-Family) Zone District.</p> | <p>Approved<br/>BN/RA (4-0-1)<br/>GY</p> <p>Ord 16-04</p>  |
| <p>C. <u>SUBJECT</u>: Consideration of Agreement with Willow Partners, LLC (JK)</p> <p><u>RECOMMENDATION</u>: Council approve, direct staff and City Attorney to prepare a resolution, agreement and necessary documents for final approval on July 6, 2016.</p>   | <p>Staff directed to come back with resolution and agreement.</p>  |
| <p>D. <u>SUBJECT</u>: Resolution Approving Funding Agreement with the California State Water Resources Control Board for New Well No. 18 and Double L Mobile Ranch Park Water Service Projects (JJ)</p> <p><u>RECOMMENDATION</u>: Council by motion adopt the resolution approving Funding Agreement No. D15-02047 with the California State Water Resources Control Board for New Well No. 18 and Double L Mobile Ranch Park Water Service Projects, Drinking Water State Revolving Fund Project No. 1000248-002C, and authorizing the City Manager to sign the agreement.</p>  | <p>Council recess for 10 min break<br/>8:43 p.m.</p> <p>Council reconvene 8:53 p.m.</p> <p>Approved<br/>RA/KN (4-01)<br/>GY</p> <p>Res 16-32</p> |
| <p>E. <u>SUBJECT</u>: Award of Contract for Vineland Avenue Tree Removal (JJ)</p> <p><u>RECOMMENDATION</u>: Council by motion adopt the resolution awarding the contract for the Vineland Avenue Tree Removal to Cordova’s Lawn and Tree Service in the amount of \$9,500.00 and authorize the City Manager to sign the contract.</p>  | <p>Approved<br/>RA/BN (4-0-1)<br/>GY</p> <p>Res 16-33</p>  |
| <p>F. <u>SUBJECT</u>: Resolution Ordering Election, Requesting County Elections Office to Conduct Election, Requesting Consolidation of Election and Determining Payment of Actual Elections Statement Charges (MR)</p> <p><u>RECOMMENDATION</u>: Council by motion adopt resolution ordering elections, requesting the County Elections Office to conduct, consolidate and determine payment of actual elections statement charges for the 2016 Elections.</p>  | <p>Approved<br/>KN/RA (4-0-1)<br/>GY</p> <p>Res 16-34</p>  |

G. SUBJECT: Business License Fees for Special Events (TJ)

RECOMMENDATION: Council provide direction to staff and determine to follow the existing Kerman Municipal Ordinance for vendors participating in special events or consider waiving certain fees.

Direction to follow the KMC.

H. SUBJECT: Resolution Amending 2016/2017 Miscellaneous Salary Schedules

RECOMMENDATION: Council by motion adopt resolution approving an amendment to the Miscellaneous and Safety Employee salary scales effective July 1, 2016.

Approved  
RA/KN (4-0-1)  
GY

Res 16-35

I. SUBJECT: Resolution Adopting the City of Kerman Fiscal Year 2016/2017 Budget and Amending the Fiscal Year 2015/2016 Budget (TJ)

RECOMMENDATION: Council to review the budget and take the following separate actions:

1. By motion adopt resolution approving the Fiscal Year 2016/2017 Operating and Capital Budgets and amending the Fiscal year 2015/16 Budget; and

Approved  
BN/RA  
(4-0-1) GY

Res 16-36

2. Adopt resolution establishing the Appropriations Limit for Fiscal Year 2016/2017.

Approved  
KN/RA (4-0-1)  
GY

Res 16-37

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

1. Festival of American Spirit Fireworks Show – Sunday, June 3, 6 p.m., Kerman High School

COUNCIL RECESS TO CONVENE AS THE PUBLIC FINANCE AUTHORITY

9:25 p.m.

7. CLOSED SESSION

9:30 p.m.

A. Government Code Section 54956.8 Conference with Real Property Negotiators - Property: APN 023-060-50S; Negotiating Parties: Jerry Jones (City); Reno Lee Lanfranco (Owner); Under Negotiation: Price and terms of payment regarding purchase of real property

No reportable  
Action.

COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN

9:35 p.m.

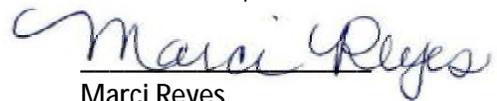
8. ADJOURNMENT

Approved  
RA/KN  
(4-0-1) GY  
9:36 p.m.

MINUTES CERTIFICATION

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

Date: June 16, 2016

A handwritten signature in cursive script that reads "Marci Reyes". The signature is written in dark ink and is positioned above a horizontal line.

Marci Reyes  
City Clerk

# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: May 22, 2016 - June 04, 2016

EMPLOYEE	SALARY	RETRO PAY		OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
		& Other		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, Caroline	\$ 2,489.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 2,489.00	-
Gonzalez, Diana	\$ 1,974.69	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,974.69	-
Jones, Toni	\$ 3,698.31	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 3,698.31	-
Kunkel, John	\$ 5,884.62	\$ 1,359.35	-	\$ -	-	\$ -	-	\$ -	-	\$ 7,243.97	-
Mendoza, Gabriela	\$ 957.23	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 957.23	-
Nazaroff, Helen	\$ 2,107.85	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 2,107.85	2.25
Reyes, Marcia	\$ 2,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 2,715.69	-
<b>TOTAL</b>	<b>\$ 22,869.85</b>	<b>\$ 1,359.35</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 24,229.20</b>	<b>2.25</b>
<b>REC/SOCIAL</b>											
Aguilar, Corina	\$ 82.50	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 82.50	-
Arredondo, Barbara	\$ 1,542.05	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,542.05	-
Arredondo, Raquel	\$ 264.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 264.00	-
Ayala, Adrien	\$ 66.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 66.00	-
Ayala, Mariah	\$ 82.50	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 82.50	-
Burdine-Slaven, Jeanna	\$ 1,602.92	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,602.92	-
Escamilla, Emi	\$ 28.75	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 28.75	-
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 3,734.77	-
Garfias, Brayan	\$ 396.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 396.00	-
Gonzalez, Jose Felix	\$ 1,697.88	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,697.88	-
Iniguez, Noel	\$ 25.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 25.00	-
Johnson, Theresa	\$ 1,767.23	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,767.23	-
LeBlanc, Noah	\$ 302.50	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 302.50	-
Lujan, Vanessa	\$ 642.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 642.00	-
Martinez, Ramiro Jr	\$ 16.13	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 16.13	-
Rodriguez, Michael	\$ 61.50	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 61.50	-
Salvador, Mark	\$ 1,984.62	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,984.62	-
Sidhu, Nirmal	\$ 1,538.77	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,538.77	-
Silva, Jessica	\$ 736.88	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 736.88	-
Villa, Erika	\$ 290.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 290.00	-
Villalobos, Stacey	\$ 207.50	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 207.50	-
Villarreal, Arlene	\$ 1,410.92	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,410.92	-
<b>TOTAL</b>	<b>\$ 18,480.40</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ 18,480.40</b>	<b>-</b>
<b>POLICE</b>											
Antuna, Eric	\$ 2,343.28	\$ -	7.00	\$ 307.56	12.00	\$ 175.75	-	\$ -	-	\$ 2,826.58	-
Antuna, Miguel	\$ 768.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 768.00	-
Barbosa, Isaias	\$ 2,392.06	\$ -	7.00	\$ 313.96	12.00	\$ 179.40	-	\$ -	-	\$ 2,885.42	-
Barcoma, Wilbert	\$ 3,070.74	\$ -	7.00	\$ 403.04	12.00	\$ 230.31	-	\$ -	-	\$ 3,704.09	12.00
Belding, Jeff	\$ 2,652.54	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 2,652.54	-
Blohm, Joseph	\$ 4,463.31	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 4,463.31	-
Chapman, Tom	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 2,437.62	-
Davis, Jeff	\$ 3,070.74	\$ -	3.00	\$ 172.73	14.00	\$ 268.69	-	\$ -	-	\$ 3,512.16	-
Dunn, Jacob	\$ 1,784.77	\$ -	-	\$ -	6.00	\$ 66.93	-	\$ -	-	\$ 1,851.70	-
Francone, Kevin	\$ 720.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 720.00	-
Gill, Kevin	\$ 480.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 480.00	-
Godfrey, Kyle	\$ 1,182.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,182.00	3.75
Golden, John	\$ 3,535.75	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 3,535.75	-
Ledezma, Linda	\$ 238.52	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 238.52	-
Lehman, Dustin	\$ 1,874.31	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 1,874.31	-
Lopez, Matt	\$ 576.00	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 576.00	-
Madruga, Ron	\$ 2,437.62	\$ -	-	\$ -	10.00	\$ 152.35	-	\$ -	-	\$ 2,589.98	6.00
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	-
Nelson, Christopher J	\$ 3,145.64	\$ -	-	\$ -	-	\$ -	-	\$ -	-	\$ 3,145.64	-
Ness, Lee	\$ 2,335.11	\$ -	-	\$ -	8.00	\$ 116.76	-	\$ -	-	\$ 2,451.86	-
Nevis, James -Final Pay	\$ 1,675.62	\$ 4,902.52	-	\$ -	-	\$ -	-	\$ -	-	\$ 6,578.14	-



# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: May 22, 2016 - June 04, 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><u>POLICE</u></b>	<b><u>Uniform Pay</u></b>									
Antuna, Eric	\$ 275.00									
Barbosa, Isaias	\$ 275.00									
Barcoma, Wilbert	\$ 275.00									
Belding, Jeff	\$ 300.00									
Blohm, Joseph	\$ 275.00									
Chapman, Tom	\$ 275.00									
Davis, Jeff	\$ 275.00									
Dunn, Jacob	\$ 275.00									
Ledezma, Linda	\$ 275.00									
Lehman, Dustin	\$ 275.00									
Lopez, Matt	\$ 275.00									
Madruga, Ron	\$ 275.00									
Magallon, Peter	\$ 275.00									
Medina-Labetiaux, EJ	\$ 275.00									
Mendoza, Sandra	\$ 275.00									
Nelson, Christopher J	\$ 275.00									
Ness, Lee	\$ 275.00									
Ramirez, Donald	\$ 275.00									
Rodriguez, Mary	\$ 275.00									
Rodriguez, Erika	\$ 275.00									
Seroka, Dylan	\$ 275.00									
Tiwana, Manpreet	\$ 275.00									
<b>TOTAL</b>	<b>\$ 6,075.00</b>									

<b><u>POLICE</u></b>	<b><u>Holiday Pay</u></b>
Antuna, Eric	\$ 1,405.90
Barbosa, Isaias	\$ 1,435.15
Barcoma, Wilbert	\$ 1,842.45
Belding, Jeff	\$ 1,591.63
Chapman, Tom	\$ 1,462.49
Davis, Jeff	\$ 1,842.53
Dunn, Jacob	\$ 1,070.96
Lehman, Dustin	\$ 1,124.60
Madruga, Ron	\$ 1,462.49
Magallon, Peter	\$ 1,462.49
Medina-Labetiaux, EJ	\$ 1,124.60
Mendoza, Sandra	\$ 1,476.15
Nelson, Christopher J	\$ 1,887.47
Ness, Lee	\$ 1,400.98
Rodriguez, Erika	\$ 1,326.65
Seroka, Dylan	\$ 1,070.96
Tiwana, Manpreet	\$ 1,370.05
<b>TOTAL</b>	<b>\$ 24,357.55</b>

**CITY OF KERMAN  
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

**PAY PERIOD 5/22/16-6/4/16**

**POLICE DEPARTMENT**

Overtime Categories - Number of Hours							
Regular Overtime	Court	Shift Coverage	SID	Training	Avoid the 21 Grant	Special Events	Total
	3	8			21		32
(see notes below for overtime description)							
<b>DOUBLE TIME: (Sunday)</b>							0
<b>PUBLIC WORKS DEPARTMENT</b>						Sub Total	32

Overtime Categories - Number of Hours							
Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total	
7		1			2	10	
<b>DOUBLE TIME: (Sunday)</b>							
	3			1.5	6	10.5	
<b>COMMUNITY SERVICES DEPARTMENT</b>						Sub Total	20.50

Overtime Categories - Number of Hours			
Regular Overtime	After Hour Event		Total
			0
			Sub Total
			0

FINANCE / PLANNING DEPARTMENTS						
Overtime Categories - Number of Hours						
Planning Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit		Total
2						2
						Sub Total
						2
						Total Hours (All Departments)
						<u>54.50</u>

**POLICE DEPARTMENT:**

**Regular Overtime** – hrs late arrests, hrs explorers, hrs late arrests/reports, hrs travel time, hr writing eval,  
**Shift Coverage** – 8 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** – 3 hrs - range training  
**Grant** – 21 hrs - AVOID Grant  
**Special Events** - hrs July 3rd Fireworks show

**PUBLIC WORKS DEPARTMENT:**

**Water Service** - 7 hrs OT for shut-off and turn-on of service, all water related emergencies.  
**Sewer Emergencies** - 3 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** - 1.5 hrs DT - Repair sinkhole  
**Call Back** -  
**On-Call Duties** 2 hrs OT & 6 hrs DT for reading and recording flow meters on wells and sewer plant; feed and clean kennels, verify WWTP running effectively, etc OT is for two weekends and/or any holidays.

**COMMUNITY SERVICES DEPARTMENT**

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

**FINANCE / PLANNING DEPARTMENTS**

**Planning Overtime** - 2 hrs - City Council meeting  
**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.

# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: June 05, 2016 - June 18, 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	\$ 1,836.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,836.92	-
Camacho, Josie	\$ 1,250.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,250.31	-
Camacho-Collier, Caroline	\$ 2,533.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,533.85	-
Gonzalez, Diana	\$ 1,974.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,974.69	-
Jones, Toni	\$ 3,698.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,698.31	-
Kunkel, John	\$ 5,884.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,884.62	-
Mendoza, Gabriela	\$ 957.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 957.23	-
Nazaroff, Helen	\$ 2,107.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,107.85	3.00
Reyes, Marcia	\$ 2,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,715.69	-
<b>TOTAL</b>	<b>\$ 22,959.46</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 22,959.46</b>	<b>3.00</b>
<b>REC/SOCIAL</b>										
Aguilar, Corina	\$ 275.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 275.00	-
Arredondo, Barbara	\$ 1,542.05	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,542.05	-
Arredondo, Raquel	\$ 220.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 220.00	-
Ayala, Adrien	\$ 162.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 162.25	-
Ayala, Mariah	\$ 265.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 265.00	-
Berben Rodriguez, Gabrie	\$ 441.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 441.00	-
Burdine-Slaven, Jeanna	\$ 1,602.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,602.92	-
Escamilla, Emi	\$ 347.88	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 347.88	-
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	-
Gallegos, Yenifer	\$ 123.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 123.00	-
Garfias, Brayan	\$ 396.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 396.00	-
Gonzalez, Clarissa	\$ 225.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 225.75	-
Gonzalez, Jose Felix	\$ 1,697.88	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,697.88	-
Gutierrez, Jacqueling	\$ 312.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 312.00	-
Iniguez, Noel	\$ 25.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 25.00	-
Johnson, Theresa	\$ 1,767.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,767.23	-
LeBlanc, Noah	\$ 50.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 50.00	-
Lujan, Vanessa	\$ 588.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 588.00	-
Martinez, Ramiro Jr	\$ 290.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 290.25	-
Rangel, Jose A	\$ 230.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 230.00	-
Rodriguez, Michael	\$ 225.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 225.50	-
Salvador, Mark	\$ 1,984.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,984.62	-
Sidhu, Nirmal	\$ 1,538.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,538.77	-
Silva, Jessica	\$ 495.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 495.00	-
Turk, Maxwell	\$ 435.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 435.75	-
Vallejo, Cloey	\$ 391.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 391.13	-
Villa, Erika	\$ 300.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 300.00	-
Villanueva, Liliana	\$ 427.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 427.31	-
Villarreal, Arlene	\$ 1,410.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,410.92	-
<b>TOTAL</b>	<b>\$ 21,504.96</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 21,504.96</b>	<b>-</b>
<b>POLICE</b>										
Antuna, Eric	\$ 2,343.28	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,343.28	-
Antuna, Miguel	\$ 1,360.00	\$ -	4.00	\$ 102.00	-	\$ -	-	\$ -	\$ 1,462.00	-
Barbosa, Isaias	\$ 2,392.06	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,392.06	-
Barcoma, Wilbert	\$ 3,070.74	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,070.74	-
Belding, Jeff	\$ 2,652.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,652.54	-
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	\$ -	7.00	\$ 234.25	-	\$ -	-	\$ -	\$ 2,019.02	-

# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: June 05, 2016 - June 18, 2016

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Francone, Kevin	\$ 810.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 810.00	-
Gill, Kevin	\$ 607.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 607.50	-
Godfrey, Kyle	\$ 1,193.83	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,193.83	0.75
Golden, John	\$ 3,694.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,694.84	-
Ledezma, Linda	\$ 238.52	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 238.52	-
Lehman, Dustin	\$ 1,874.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.31	-
Lopez, Matt	\$ 144.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 144.00	-
Madruga, Ron	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	-
Magallon, Peter	\$ 2,437.62	\$ -	4.00	\$ 182.82	-	\$ -	-	\$ -	\$ 2,620.45	-
Medina-Labetiaux, EJ	\$ 1,874.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.31	-
Mendoza, Sandra	\$ 2,460.41	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,460.41	-
Nelson, Christopher J	\$ 3,145.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,145.64	18.00
Ness, Lee	\$ 2,335.11	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,335.11	-
Ramirez, Donald	\$ 1,508.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,508.77	-
Raigoza, Ray	\$ 757.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 757.50	-
Rodrigues, Mary	\$ 1,776.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,776.92	-
Rodriguez, Erika	\$ 2,210.95	\$ -	6.50	\$ 269.46	-	\$ -	-	\$ -	\$ 2,480.41	-
Seroka, Dylan	\$ 1,784.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,784.77	-
Tiwana, Manpreet	\$ 2,283.28	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,283.28	-
Valdovinos, Jose	\$ 780.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 780.00	-
Valenzuela, Arnold	\$ 576.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 576.00	-
<b>TOTAL:</b>	<b>\$ 58,506.98</b>	<b>\$ -</b>	<b>21.50</b>	<b>\$ 788.53</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 59,295.52</b>	<b>18.75</b>
<b>PUBLIC WORKS</b>										
Arechiga, Pastor	\$ 1,804.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,804.15	-
Barajas, Michael	\$ 1,936.78	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,936.78	-
Castro, Joseph	\$ 1,804.15	\$ -	6.00	\$ 202.97	-	\$ -	1.50	\$ 33.83	\$ 2,040.95	-
Chavez, Fernando M.	\$ 2,451.96	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,451.96	-
Coronado, Karl	\$ 1,131.16	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,131.16	-
Gastelum, Humberto	\$ 1,942.93	\$ -	9.00	\$ 388.59	-	\$ -	21.00	\$ 510.02	\$ 2,841.53	-
Gonzales, Ruben	\$ 2,031.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.25	-
Gonzalez, Michael	\$ 1,018.11	\$ -	2.50	\$ 53.03	-	\$ -	-	\$ -	\$ 1,071.13	-
Gruce, Robert	\$ 2,502.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,502.92	-
Isaak, Denise	\$ 1,555.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,555.38	-
Lutz, Laura	\$ 472.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 472.50	-
Madruga, Lydia	\$ 1,240.36	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,240.36	1.50
Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	-
Ramirez, Manuel	\$ 1,849.26	\$ -	1.00	\$ 34.67	-	\$ -	-	\$ -	\$ 1,883.93	-
Sanchez, Daniel	\$ 1,615.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,615.85	-
Tinoco, Alfonso	\$ 1,187.54	\$ -	5.00	\$ 126.18	-	\$ -	-	\$ -	\$ 1,313.71	-
Vallejo, Edward	\$ 2,321.48	\$ -	5.00	\$ 290.19	-	\$ -	22.50	\$ 652.92	\$ 3,264.59	9.00
<b>TOTAL</b>	<b>\$ 30,719.63</b>	<b>\$ -</b>	<b>28.50</b>	<b>\$ 1,095.61</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 45.00</b>	<b>\$ 1,196.76</b>	<b>\$ 33,012.01</b>	<b>10.50</b>
<b>PLANNING</b>										
Kufis, Chris	\$ 2,417.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,417.12	-
Garcia, Destiny	\$ 480.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 480.00	-
Pimentel, Olivia	\$ 2,220.99	\$ -	5.00	\$ 208.22	-	\$ -	-	\$ -	\$ 2,429.21	3.00
Garza, Amy	\$ 500.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 500.00	-
<b>TOTAL</b>	<b>\$ 5,618.12</b>	<b>\$ -</b>	<b>5.00</b>	<b>\$ 208.22</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,826.33</b>	<b>3.00</b>

# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: June 05, 2016 - June 18, 2016

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME HOURS	AMOUNT	HOLIDAY at 1/2 TIME HOURS	AMOUNT	STANDBY HOURS	AMOUNT	GROSS SALARY	COMP TIME EARNED
<u>PLANNING</u>										
Epperson, R	\$	75.00								
Bandy, R	\$	75.00								
Espino, L	\$	75.00								
Wettlaufer, K	\$	75.00								
Jones, C	\$	75.00								
Nunez, M	\$	75.00								
<u>COUNCIL</u>										
Yep, G	\$	125.00								
Nijjer, D	\$	175.00								
Armstrong, R	\$	175.00								
Hill, S	\$	250.00								
Nehring, K	\$	175.00								
<b>Total</b>		<b>\$ 450.00</b>	<b>Total</b>						<b>\$ 900.00</b>	
<b>GRAND TOTAL:</b>	<b>\$140,659.15</b>	<b>\$0.00</b>	<b>55.00</b>	<b>\$2,092.37</b>	<b>-</b>	<b>\$0.00</b>	<b>45.00</b>	<b>\$1,196.76</b>	<b>\$ 143,948.28</b>	<b>35.25</b>

**CITY OF KERMAN**  
**OVERTIME SUPPLEMENTAL PAYROLL REPORT**  
**PAY PERIOD 6/5/16-6/18/16**

**POLICE DEPARTMENT**

Overtime Categories - Number of Hours							
Regular Overtime	Court	Shift Coverage	SID	Training	Avoid the 21 Grant	Special Events	Total
2.5	4	15					21.5

(see notes below for overtime description)

**DOUBLE TIME: (Sunday)**

	Sub Total	0
		21.5

**PUBLIC WORKS DEPARTMENT**

Overtime Categories - Number of Hours						
Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total
11.5	8	1			4	24.5

**DOUBLE TIME: (Sunday)**

	Sub Total	4
		28.50

**COMMUNITY SERVICES DEPARTMENT**

Overtime Categories - Number of Hours		
Regular Overtime	After Hour Event	Total
		0
		0

**FINANCE / PLANNING DEPARTMENTS**

Overtime Categories - Number of Hours					
Planning Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit	Total
5					5
					5

Total Hours (All Departments) 55.00

**POLICE DEPARTMENT:**

- Regular Overtime – 2.5 hrs late arrests, hrs explorers, hrs late arrests/reports, hrs travel time, hr writing eval,
- Shift Coverage – 15 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 – 4 hrs court appearance
- Grant – hrs AVOID Grant
- Special Events - hrs July 3rd Fireworks show

**PUBLIC WORKS DEPARTMENT:**

- Water Service - 11.5 hrs OT for shut-off and turn-on of service, all water related emergencies.
- Sewer Emergencies 8 hrs OT - SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer lift stations, all sewer and storm drain related issues)
- Animal Control 1 hr OT Vicious or dead animals. (not normally used for stray animals)
- Special Events -
- Other -
- Call Back -

On-Call Duties 4 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 – On occasion, but very rare due to the amount of part-time employees.
- After Hour Event – Occurs only if a full-time employee would have to stay for clean-up or as a facility attendant

**FINANCE / PLANNING DEPARTMENTS**

- Planning Overtime - 5 hrs OT - Planning & City Council Meeting.
- 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: 7/1/2016 9:25 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8864	11023 17425	A & A CRANE SERVICE SWR-CRANE TO SET BLOWER MOTOR	06/14/2016		232.00
				Total for Check Number 8864:	0.00 232.00
8865	11080 3068	BOB JONES PAINTING INC CS-SCOREBOARD BEAM PAINTING COLEN	06/14/2016		960.00
				Total for Check Number 8865:	0.00 960.00
8866	10079 91852 91885	CAMCO SWR-SPRAYER SUPPLIES SWR-SPRAYER SUPPLIES	06/14/2016		265.49 172.98
				Total for Check Number 8866:	0.00 438.47
8867	10108 128674 128676 128708 128713 128751	COOKS COMMUNICATIONS CORP PD REP-LIGHT BAR #1389 PD- INSTALL RADAR EQUIP VEH K88 PD- INSTALL RADAR EQUIP VEH K92 VE-REPAIR SIREN AMP PD- INSTALL RADAR EQUIP VEH K89	06/14/2016		318.94 763.85 763.85 195.00 763.85
				Total for Check Number 8867:	0.00 2,805.49
8868	10114 90648 90696 90905	CROWN SHORT LOAD CONCRETE CS-CONCRETE FOR B ST PARK CS-CONCRETE FOR B ST PARK CS-CONCRETE FOR COLEMAN FIELD SCO	06/14/2016		1,152.60 1,152.60 410.17
				Total for Check Number 8868:	0.00 2,715.37
8869	10128 169447 172610	DEPARTMENT OF JUSTICE PD- MAY LIVE SCAN PRINTS PD- MAY 2016 4 BLOOD ALCOHOL ANALYS	06/14/2016		170.00 140.00
				Total for Check Number 8869:	0.00 310.00
8870	10141 1252714	EAST BAY TIRE CO. VE EQUIP-TIRES FOR BACKHOE	06/14/2016		375.79
				Total for Check Number 8870:	0.00 375.79
8871	10151 1540202	EWING IRRIGATION PRODUCTS PARKS-SPRINKLER SUPPLIES	06/14/2016		9.37
				Total for Check Number 8871:	0.00 9.37
8872	11082 1875	FRESNO SIGN CENTER CS-COLEMAN FIELD HEADER SIGN	06/14/2016		1,596.32

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 8872:	0.00	1,596.32
8873	10947 9899-3- TVL 9899-4- TVL	GILMORE MAGNESS LEIFER ADM- POLICE DEPT LEGAL SERVICES ADM- POLICE DEPT LEGAL SERVICES	06/14/2016		1,842.75 4,179.00
			Total for Check Number 8873:	0.00	6,021.75
8874	10185 9126893925	GRAINGER PARKS-FLOW SWITCH	06/14/2016		310.77
			Total for Check Number 8874:	0.00	310.77
8875	10205 IN-000593698 IN-000593698	INDEPENDENT STATIONERS CS-OFFICE SUPPLIES CS-OFFICE SUPPLIES	06/14/2016		75.00 50.19
			Total for Check Number 8875:	0.00	125.19
8876	10932 MAY 2016	KARL C SCHOETTLER BPO-CONTRACT PLANNING SERVICES MA	06/14/2016		832.50
			Total for Check Number 8876:	0.00	832.50
8877	10239 41289 41322 41323 41334 41378	KERWEST INC CC- PH ZONE/ CUP GATEWAY VILLAS ENG- RES 16- 19 LLD NO. 1 STRT- INVITING BIDS- PEDESTRIAN SAFE ENG- INVITING BIDS- SOROPTOMIST BPO-PLANNING COMMISSION PUBLIC HE	06/14/2016		162.00 288.00 450.00 1,296.00 171.00
			Total for Check Number 8877:	0.00	2,367.00
8878	10260 1317944 131799	METRO UNIFORM & ACCESSORIES PD- EXPL UNIFORM AND BELT KEEPER PD- EXPL UNIFORM SANDOVAL	06/14/2016		118.46 208.47
			Total for Check Number 8878:	0.00	326.93
8879	10265 05312016	MONTOY LAW CORPORATION ADM- MAY LEGAL SERVICES	06/14/2016		5,790.00
			Total for Check Number 8879:	0.00	5,790.00
8880	10286 06132016 06132016 06132016 3921-273945 3921-275312	O'REILLY AUTOMOTIVE, INC VE SUPPL-SUPPLIES 2 INV <\$50 PD SUPPL-SUPPLIES 3 INV <\$50 VE SUPPL-SUPPLIES 2 INV <\$50 VE SUPPL-LEAK DETECTOR TOOL VE REP-BRAKE DRUM/SHOES #1395	06/14/2016		31.96 44.96 22.36 77.87 136.66
			Total for Check Number 8880:	0.00	313.81
8881	10282 841566876001 844028427001	OFFICE DEPOT PD- OFFICE SUPPLIES: TONER, COPY PAPE PD- HARD DRIVE FOR MDT #06	06/14/2016		216.43 102.80
			Total for Check Number 8881:	0.00	319.23
8882	10457 256598	OFFICEMAX INC SWR-OFFICE SUPPLIES	06/14/2016		7.38

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	256598	SD-OFFICE SUPPLIES			39.18
	256598	PARKS-OFFICE SUPPLIES			17.14
	256598	VE-OFFICE SUPPLIES			22.72
	272298	PARKS-OFFICE SUPPLIES			17.58
			Total for Check Number 8882:	0.00	104.00
8883	10289	P.G.& E.	06/14/2016		
	3920400666-0	STRT-MONTHLY SERVICE 4/29/16-5/27/16			4,289.83
	4055166878-9	LLD-MONTHLY SERVICE 4/28/16-5/26/16			1,502.36
	4055166878-9	LLD-INSTALLMENT LOAN LED			1,207.83
	5467738309-0	WTR/SWR/SD MONTHLY SERVICE 4/28/16-			29,897.01
	5467738309-0	WTR/SWR/SD MONTHLY SERVICE 4/28/16-			145.39
	5467738309-0	WTR/SWR/SD MONTHLY SERVICE 4/28/16-			19.05
	5467738309-0	WTR/SWR/SD MONTHLY SERVICE 4/28/16-			73.81
			Total for Check Number 8883:	0.00	37,135.28
8884	10723	DONNIE RAMIREZ	06/14/2016		
	03112016	PD- REIMBURSEMENT FOR CLEARS TRAI			30.00
			Total for Check Number 8884:	0.00	30.00
8885	10604	S & S WORLDWIDE INC	06/14/2016		
	9096065	REC-SUMMER DAY CAMP SUPPLIES			246.44
			Total for Check Number 8885:	0.00	246.44
8886	10914	SIERRA HR PARTNERS	06/14/2016		
	45826	ADM- HR HANDBOOK COMPLIANCE			90.00
			Total for Check Number 8886:	0.00	90.00
8887	10335	SILVA AUTO GROUP INC	06/14/2016		
	27699	PD REP-AC RELAY MOTOR			450.60
			Total for Check Number 8887:	0.00	450.60
8888	10796	STARTECHTEL.COM	06/14/2016		
	P134991	CS-PHONE REPLACEMENT			258.87
			Total for Check Number 8888:	0.00	258.87
8889	10345	STATE OF CALIFORNIA	06/14/2016		
	06102016	HR- C FTB TAX- WAGE GARNISHMENT P/R			50.00
			Total for Check Number 8889:	0.00	50.00
8890	10754	SUPPLYWORKS	06/14/2016		
	369174438	CTC-JANITORIAL SUPPLIES			8.70
	369174446	CTC-JANITORIAL SUPPLIES			601.95
			Total for Check Number 8890:	0.00	610.65
8891	10906	TAMARACK PEST CONTROL	06/14/2016		
	300143	CTC-PEST CONTROL SPRAY CTC JUNE 201			100.00
			Total for Check Number 8891:	0.00	100.00
8892	10357	TAYLOR MADE IRRIGATION	06/14/2016		
	12052	MEDIANS-MEDIAN PROJECT SUPPLIES			184.09
	12085	WTR-TEES, BUSHINGS, COUPLERS			14.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 8892:	0.00	198.61
8893	10391	VALLEY FARM SUPPLY STORES	06/14/2016		
	06132016	STRTC-SUPPLIES 8 INV <\$50			103.75
	06132016	BLDG-SUPPLIES 2 INV <\$50			23.79
	06132016	PARKS-SUPPLIES 9 INV <\$50			133.92
	06132016	WTR-SUPPLIES 14 INV <\$50			200.05
	06132016	SWR-SUPPLIES 7 INV <\$50			119.49
	06132016	VE SUPPL-SUPPLIES 3 INV <\$50			35.66
	OFF1K108158	SWR-PUSH BROOM, HEDGE SHEARS			92.47
	OFF1K111448	PARKS-HONDA POWER TRIM EDGER			405.84
	OFF1K111448	LLD-HONDA POWER TRIM EDGER			405.84
	OFF1K111647	LLD-SUPPLIES 1 INV <\$50			40.43
	OFF1K111998	STRTC-HAND PRUNER, TRIMMER HEAD			67.99
	OFF1K112015	STRTC-NETAFIM DRIPLINE			81.04
	OFF2K107863	PARKS-CLOSED BACK SHOVEL			57.24
	OFF2K107882	SWR-RETURN			-5.94
	OFF2K107986	VE EQUIP-POWER TRIM THROTTLE/CABL			70.13
	OFF2K107989	SWR-SPRAY HOSE, CLAMP			52.27
	OFF2K108037	VE SUPPL-SUPPLIES 1 INV <\$50			6.93
	OFF2K108038	VE EQUIP-STIHL CARBURETOR			94.68
	OFF2K108059	STRTC-WRENCH, COUPLERS, PIPE			65.39
	OFF2K108089	STRTC-SUB PUMP, RECIP SAW, HOSE			190.65
	OFF2K108089	PARKS-SUB PUMP, RECIP SAW, HOSE			190.64
	OFF2K108160	SWR-RETURN			-61.64
			Total for Check Number 8893:	0.00	2,370.62
8894	10399	VETERINARY MEDICAL CENTER	06/14/2016		
	214021	AAC- 4 EUTHANASIA OF ANIMALS			84.10
	214048	AAC- 1 EUTHANASIA OF ANIMALS			24.70
	214108	AAC- 2 EUTHANASIA OF ANIMALS			44.50
	214135	AAC- 2 EUTHANASIA OF ANIMALS			84.10
			Total for Check Number 8894:	0.00	237.40
8895	11081 00060472	PABLO VILLANUEVA CTC-DEPOSIT REFUND 6/10/16	06/14/2016		400.00
			Total for Check Number 8895:	0.00	400.00
8896	10717 1103	VORTAL INC ADM- MONTHLY WEB HOSTING & MTG. JI	06/14/2016		50.00
			Total for Check Number 8896:	0.00	50.00
8897	10406 230323 230332 51781 51781	WEST HILLS OIL INC VE-DIESEL FUEL VE SUPPL-MOBIL SYN OIL 5 GL VE-FUEL MAY 01-31 2016 VE-B ARREDONDO TRANSPORT	06/14/2016		430.84 216.40 3,672.23 248.40
			Total for Check Number 8897:	0.00	4,567.87
8898	10412 084617360 084831070 084831070	XEROX CORPORATION ADM-COPIER LEASE PRINT CHARGES & T WTR-COPIER LEASE AGREEMENT MAY 20 SWR-COPIER LEASE AGREEMENT MAY 20	06/14/2016		372.33 83.31 83.31
			Total for Check Number 8898:	0.00	538.95

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
8899	10413	YAMABE & HORN ENGINEERING INC	06/14/2016		
	35492	PW- GOLDENROD RAILROAD CROSSING			420.00
	35493	WHITESBRIDGE & VINELAND			270.00
	35494	PW- TRACT NO 5478 WESTERN INS LAWSU			262.50
	35495	PW- GENERAL FUNDING			656.25
	35496	PW- MID VALLEY DISPOSAL EXPANSION F			157.50
	35497	PW- DOUBLE L MHP WATER SERVICE			390.00
	35498	PW- MEDIAN TRANSITION PLAN			2,940.00
	35499	VINELAND AVE WIDENING			2,872.50
	35500	PW-UPRR PEDES AND BICY TRAIL			8,392.50
	35501	PW-PROP 84 WATER METER PROJECT			4,027.50
	35502	PW- CDBG			2,790.79
	35503	PW- CHROMIUM 6 MCL SUPPORT			1,662.60
	35504	PW- SR2S PEDESTRIAN SAFETY IMPROV			1,022.50
	35505	PW- CA AVE SIDEWALK- DEL NORTE			4,895.00
	35506	PW- WATER CONSERV ENGINEERING SUP			105.00
	35507	PW- ADA INSPECTIONS FY 15/16			250.00
	35508	PW- KERMAN 2016 CIP			180.00
	35509	PW- KERMAN 2016 CIP- WATER			90.00
	35510	PW- KERMAN 2016 CP			90.00
	35511	PW- 2016 CONCRETE PROJECT			2,503.75
	35512	PW- 2016 LLMD ASSESSMENT			225.00
	35513	PW- WWTP POND AND FINISH GRADING			1,035.00
	35514	PW- KUSD HIGH SCHOOL ATH			341.25
					<hr/>
				Total for Check Number 8899:	0.00 35,579.64
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				Total for 6/14/2016:	0.00 108,868.92
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8900	10814	ACCELA INC #774375	06/21/2016		
	1361	FIN- FINAL- SOFTWARE IMPLEMENTATIO			3,684.50
					<hr/>
				Total for Check Number 8900:	0.00 3,684.50
8901	10923	AMBER CHEMICAL INC	06/21/2016		
	0336743-IN	WTR-550 GL BULK CHLORINE			1,250.00
					<hr/>
				Total for Check Number 8901:	0.00 1,250.00
8902	10039	AT&T	06/21/2016		
	234343-45970408	PD T- 1 LINE 06/10/16 TO 07/09/16			275.79
					<hr/>
				Total for Check Number 8902:	0.00 275.79
8903	10062	BSN SPORTS	06/21/2016		
	06062016	REC- YOUTH V BALL EQUIP			547.14
					<hr/>
				Total for Check Number 8903:	0.00 547.14
8904	10617	C A REDING CO INC	06/21/2016		
	383367	BPO-LANIER/MP C3503 COPIER			77.14
	384280	PD- MAY. BILLING FOR COPIES 05/13/16 TC			160.50
					<hr/>
				Total for Check Number 8904:	0.00 237.64
8905	10092	CENTRAL VALLEY TOXICOLOGY INC	06/21/2016		
	251096	PD- BLOOD TEST 16- 1458 ETHYL ALCOHO			69.00
	251520	PD- BLOOD TEST 16- 1561 ETHYL ALCOHO			69.00
	251521	PD- BLOOD TEST 16- 1633 ETHYL ALCOHO			69.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 8905:	0.00	207.00
8906	10094 12026901	CHEAPER THAN DIRT PD- 15 CASE OF FEDERAL AMERICAN AMT	06/21/2016		5,220.63
			Total for Check Number 8906:	0.00	5,220.63
8907	10452 K052016 K052516 K052516	CITY OF FRESNO WMD WTR-LAB ANALYSIS WATER WTR-LAB ANALYSIS WATER SWR-LAB ANALYSIS SEWER	06/21/2016		7.50 30.00 76.00
			Total for Check Number 8907:	0.00	113.50
8908	10104 815550021014764	COMCAST TECH-TECHNOLOGY SERVICES 6/14/16-7/1	06/21/2016		191.08
			Total for Check Number 8908:	0.00	191.08
8909	10106 2833738	CONSOLIDATED EDISON SOLUTIONS SWR-SOLAR POWER 5/1/16-6/1/16	06/21/2016		14,800.03
			Total for Check Number 8909:	0.00	14,800.03
8910	10109 06212016	COUNTY OF FRESNO PD- APR. PARKING ACTIVITY	06/21/2016		175.00
			Total for Check Number 8910:	0.00	175.00
8911	10114 90944	CROWN SHORT LOAD CONCRETE CS- CONCRETE FOR KATEY'S KIDS PARK	06/21/2016		300.00
			Total for Check Number 8911:	0.00	300.00
8912	10151 1594928	EWING IRRIGATION PRODUCTS MEDIANS-MEDIAN RENOVATION SUPPLIE CS- STAPLES, WEED SPRAY	06/21/2016		4,871.92 52.72
			Total for Check Number 8912:	0.00	4,924.64
8913	10162 S013720	FRESNO COUNTY TREASURER PD- MAY PRISONER PROCESSING SERVI	06/21/2016		48.00
			Total for Check Number 8913:	0.00	48.00
8914	10169 26268	FRESNO PET CEMETERY AAC- 12 ANIMAL CARCASSES DISPOSED C	06/21/2016		260.90
			Total for Check Number 8914:	0.00	260.90
8915	10175 062020116 062020116 062020116 062020116 062020116 062020116 062020116 062020116 062020116 062020116	G & K SERVICES, INC VAR-UNIFORMS, MATS, SUPPLIES-BUILD VAR-UNIFORMS, MATS, SUPPLIES-REC AD VAR-UNIFORMS, MATS, SUPPLIES-PLANNI VAR-UNIFORMS, MATS, SUPPLIES-UNIFOR VAR-UNIFORMS, MATS, SUPPLIES-BLDG/P VAR-UNIFORMS, MATS, SUPPLIES-WTR OF VAR-UNIFORMS, MATS, SUPPLIES-SWR OF VAR-UNIFORMS, MATS, SUPPLIES-SOLID \ VAR-UNIFORMS, MATS, SUPPLIES-STORM VAR-UNIFORMS, MATS, SUPPLIES-VEHICL	06/21/2016		0.95 33.72 6.40 19.05 1,161.94 81.95 68.70 6.27 12.30 16.88

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	062020116	VAR-UNIFORMS, MATS, SUPPLIES-LANDS			10.25
	062020116	VAR-UNIFORMS, MATS, SUPPLIES-STREET			18.40
	062020116	VAR-UNIFORMS, MATS, SUPPLIES-STREET			44.69
			Total for Check Number 8915:	0.00	1,481.50
8916	10710	HACH COMPANY	06/21/2016		
	9971071	SWR-FREE CHLORINE REAGENT 100 PK			103.25
	9971071	SWR-ALKALINE IOZIDE 50 PK			42.45
	9971071	SWR-TAX/FREIGHT			29.77
			Total for Check Number 8916:	0.00	175.47
8917	11085	WANDA HAMSHAR	06/21/2016		
	06142016	AAC- CAT TRAP DEPOSIT REIMBURSEMEN			40.00
			Total for Check Number 8917:	0.00	40.00
8918	10194	HD SUPPLY WATERWORKS LTD	06/21/2016		
	f692282	WTR-25 METER ENDS			384.74
			Total for Check Number 8918:	0.00	384.74
8919	10201	HORIZON	06/21/2016		
	1V092325	MEDIAN-CONTROLLER SPINKLER SOLEN			612.82
			Total for Check Number 8919:	0.00	612.82
8920	10767	IDESIGN CUSTOM SCREEN PRINTING	06/21/2016		
	06142016	REC- DAY CAMP STAFF T SHIRTS			96.00
	06142016	REC- POOL STAFF T SHIRTS			128.00
	06142016	REC- YOUTH V-BALL T SHIRTS			359.00
			Total for Check Number 8920:	0.00	583.00
8921	10205	INDEPENDENT STATIONERS	06/21/2016		
	IN-000594121	CS- SELF ADHESIVE SHEETS			7.29
			Total for Check Number 8921:	0.00	7.29
8922	10211	INTERNAL REVENUE SERVICE	06/21/2016		
	06302016	FIN- ANNUAL NAT'L HEALTH PLAN FEES			101.92
			Total for Check Number 8922:	0.00	101.92
8923	11086	MARY JORDAN	06/21/2016		
	06212016	AAC- CAT TRAP DEPOSIT REIMBURSEMEN			40.00
			Total for Check Number 8923:	0.00	40.00
8924	10485	JP AIR CONDITIONING & HEATING	06/21/2016		
	1517	CS- DIAGNOSIS & FREON FILL			395.67
			Total for Check Number 8924:	0.00	395.67
8925	10771	MIRACLE RECREATION EQUIPMENT	06/21/2016		
	12016-1339	CS- REPLACEMENT PARTS KIWANIS PARK			1,474.47
			Total for Check Number 8925:	0.00	1,474.47
8926	10269	MOUNTAIN VALLEY PEST CONTROL	06/21/2016		
	06212016	BLDG-PEST CONTROL SENIOR CENTER			75.00
	06212016	BLDG-PEST CONTROL PD			75.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 8926:	0.00	150.00
8927	10544 2671003	O'DELL ENGINEERING CS- PLAYGROUND SAFETY AUDIT KATEY'	06/21/2016		800.00
			Total for Check Number 8927:	0.00	800.00
8928	10282 843542789-001 843542789-001 843542789-001 843542789-001	OFFICE DEPOT REC- 5 - TAB INDEX, FILE FOLDERS REC- 5 TAB INDEX FILE FOLDERS REC- TAX REC- TAX	06/21/2016		13.44 62.30 1.11 5.12
			Total for Check Number 8928:	0.00	81.97
8929	10285 8441070 8445223	ONTRAC BPO-PLAN CHECK OVERNIGHT DELIVERY BPO-PLAN CHECK OVERNIGHT DELIVERY	06/21/2016		80.28 31.90
			Total for Check Number 8929:	0.00	112.18
8930	10289 6206788690-3 6206788690-3 6206788690-3 6206788690-3	P.G.& E. CS - MONTHLY ELEC & GAS 05/09/16- 06/07 CS - MONTHLY ELEC & GAS 05/09/16- 06/07 CS - COMMUNITY SERVICES CS - COMMUNITY SERVICES	06/21/2016		2,255.50 2,763.00 409.85 100.00
			Total for Check Number 8930:	0.00	5,528.35
8931	10442 6692	PETERS BROTHERS NURSERY & GAR CS- REPLACEMENT TREES KATEY'S KIDS	06/21/2016		518.70
			Total for Check Number 8931:	0.00	518.70
8932	10304 3100245527 3100245527 3100245527 3100245527	PITNEY BOWES GLOBAL FIN SERV LL VAR-QTR RENT POSTAGE MACHINES VAR-QTR RENT POSTAGE MACHINES VAR-QTR RENT POSTAGE MACHINES VAR-QTR RENT POSTAGE MACHINES	06/21/2016		462.57 491.48 274.65 216.82
			Total for Check Number 8932:	0.00	1,445.52
8933	10986 1297725 1297732	ROTARY CLUB OF KERMAN PD- JUNE DUES FOR CHIEF BLOHM ADMIN-ROTARY CLUB DUES/LUNCHES	06/21/2016		97.00 97.00
			Total for Check Number 8933:	0.00	194.00
8934	10338 04CR001088 04CR001102 04IN007673 04IN007688 04IN007709 04IN007858 04IN007858 04IN007858 04IN008023 04IN008525 04IN008525	SMITH AUTO PD REP-CREDIT BATTER WARRANTY #140 PD REP-CREDIT #1401 PD REP-BATTERY AUTO VOLTAGE #1401 VE REP-BATTERY #1403 VE REP-BALL BEARING #1403 VE EQUIP-FILTERS BRAKLEEN VE MAINT-AIR FILTER VE REP-WIPER BLADES VE EQUIP-SPARK PLUGS TORO MOWER WTR-TOLL SET FOR PROV EE SWR-TOLL SET FOR PROV EE	06/21/2016		-270.51 -110.34 148.20 304.80 7.60 29.66 4.99 34.98 3.51 42.74 42.74

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 8934:	0.00	238.37
8935	10603 131059519	SOLENIS LLC SWR-PRAESTOL POLYMER SHIPPING/TAX	06/21/2016		3,851.31
			Total for Check Number 8935:	0.00	3,851.31
8936	10420	SPRINT	06/21/2016		
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			19.27
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			19.27
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			141.30
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			25.69
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			19.27
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			41.75
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			115.61
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			70.65
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			64.23
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			22.48
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			27.30
	622685312-175	VAR- MONTHLY CELLULAR SERVICES 05/			128.58
			Total for Check Number 8936:	0.00	695.40
8937	11084 00055179	MARIA SUAREZ CTC- DEPOSIT REFUND- SCOUT HUT 06/18	06/21/2016		100.00
			Total for Check Number 8937:	0.00	100.00
8938	10357 12083 12088	TAYLOR MADE IRRIGATION SWR-SUPPLIES PARKS-SUPPLIES FOR LIONS PARK	06/21/2016		200.79 7.74
			Total for Check Number 8938:	0.00	208.53
8939	11083 00027628	GILBERT TORRES CTC- DEPOSIT REFUND - CTC 06/18/16	06/21/2016		400.00
			Total for Check Number 8939:	0.00	400.00
8940	10644 306174699 306642232	US BANK EQUIPMENT FINANCE BPO-LANIER/MP C3503 COPIER LEASE PD- COPIER LANIER MPC4503	06/21/2016		121.76 194.37
			Total for Check Number 8940:	0.00	316.13
8941	10399 214154	VETERINARY MEDICAL CENTER AAC- 6 EUTHANASIA OF ANIMALS	06/21/2016		123.70
			Total for Check Number 8941:	0.00	123.70
8942	10401 1-12116	WALLYS TIRE AND WHEEL VE EQUIP-TIRE FOR WWTP STEAMER	06/21/2016		37.88
			Total for Check Number 8942:	0.00	37.88
8943	10412 084978052	XEROX CORPORATION ADM- COPIER LEASE 16242 PRINT CHARG	06/21/2016		402.53
			Total for Check Number 8943:	0.00	402.53

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for 6/21/2016:	0.00	52,737.30
ACH	10147 06242016 06242016	Employment Development Department C PR TAX DEPOSIT - 06/24/16 SIT PAYABLE: FIN- SDI PAYABLE= SDI AMOUNT	06/24/2016		4,004.04 1,175.24
			Total for this ACH Check for Vendor 10147:	0.00	5,179.28
ACH	10517 06242016 06242016 06242016	Federal Taxes-Payroll C PAYROLL TAX DEPOSIT- 06/24-16 FIT PA C PAYROLL TAX DEPOSIT- 06/24-16 FICA P C PAYROLL TAX DEPOSIT- 06/24-16 FICA M	06/24/2016		14,337.80 17,461.10 4,083.66
			Total for this ACH Check for Vendor 10517:	0.00	35,882.56
ACH	10518 06242016	Kerman Police Officers Assn. FIN- C MEMBERSHIP DUES 06/24/2016	06/24/2016		660.00
			Total for this ACH Check for Vendor 10518:	0.00	660.00
ACH	10519 06242016	Kerman Municipal Employees Assn. FIN- C MEMBERSHIP DUES 06/24/2016	06/24/2016		150.00
			Total for this ACH Check for Vendor 10519:	0.00	150.00
ACH	10520 06242016 06242016 06242016	ICMA-RC C DEFERRED COMP- 06/24/2016 C LOAN PAYMENTS C LOAN FEES	06/24/2016		4,719.40 1,514.44 -26.01
			Total for this ACH Check for Vendor 10520:	0.00	6,207.83
ACH	10522 06242016 06242016 06242016	CalPERS C EMPLOYER PAID CONTRIBUTION EMPLOYEE PAID CONTRIBUTIONS ROUDING ADJ	06/24/2016		10,823.70 9,166.29 -0.01
			Total for this ACH Check for Vendor 10522:	0.00	19,989.98
			Total for 6/24/2016:	0.00	68,069.65
8944	10014 6232016	ADMINISTRATIVE SOLUTIONS INC HR- JUNE- SEC 125 EMPLOYEE CONT	06/28/2016		2,276.68
			Total for Check Number 8944:	0.00	2,276.68
8945	10019 692648	AFLAC HR- JUNE EMPLOYEE VOLUNTARY INS	06/28/2016		127.70
			Total for Check Number 8945:	0.00	127.70
8946	11036 CB13208 CB13208	APPLEBY & CO BPO-BUILDING PLANS IMAGIING ELECTR BPO-BUILDING PLANS IMAGIING ELECTR	06/28/2016		2,354.19 1,008.94
			Total for Check Number 8946:	0.00	3,363.13
8947	10103 3420205-0701517	COLONIAL LIFE HR- JUNE EMPLOYEE CONTRIBUTION	06/28/2016		634.85

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	3420205-0701517	HR- ROUNDING ADJ			-0.10
			Total for Check Number 8947:	0.00	634.75
8948	10105 05312016	COMMUNITY HOSPITALS OF CENTRA PD- 2 BLOOD DRAWS 16-1633, 16-1790	06/28/2016		350.00
			Total for Check Number 8948:	0.00	350.00
8949	10154	FASTENAL COMPANY	06/28/2016		
	CAFR257074	PARKS-SUPPLIES 7 ITEMS <\$50			52.29
	CAFR257074	STRTC-SUPPLIES 3 ITEMS <\$50			50.97
	CAFR257074	BLDG-SUPPLIES 2 ITEMS <\$50			10.65
	CAFR257074	WTR-SUPPLIES 2 ITEMS <\$50			20.29
	CAFR257074	VE-SUPPLIES 2 ITEMS <\$50			30.09
	CAFR257074	LLD-SUPPLIES 1 ITEMS <\$50			6.70
	CAFR257108	VE-SUPPLIES 1 ITEMS <\$50			34.83
	CAFR257108	STRTC-24 WHITE SPRAY PAINT			64.16
	CAFR257108	WTR-LG NITRILE GLOVES			209.43
	CAFR257108	STRTC-24 ORANGE SPRAY PAINT			64.16
	CAFR257158	BLDG-XL NITRILE GLOVES			346.15
	CAFR257158	SWR-L NITRILE GLOVES			62.83
	CAFR257207	SWR-L NITRILE GLOVES			146.60
	CAFR257207	WTR-SUPPLIES 1 ITEM <\$50			19.19
	CAFR257207	WTR-XL NITRILE GLOVES			86.54
			Total for Check Number 8949:	0.00	1,204.88
8950	10204 36830	IDTS INC PD- 1 ANNUAL ENROLLMENTS MIGUEL A	06/28/2016		5.00
			Total for Check Number 8950:	0.00	5.00
8951	10228 46443 46444 46447	J'S COMMUNICATIONS, INC PD- REPAIR RADIO PD- REPAIR RADIO CLEANED FLEX CONN PD- REPAIR RADIO CLEANED FLEX CONN	06/28/2016		77.95 45.00 45.00
			Total for Check Number 8951:	0.00	167.95
8952	11048 10355	JTI ELECTRICAL & INSTRUMENTATIC SWR-DO SENSOR NOT READING HMI, VFI	06/28/2016		921.60
			Total for Check Number 8952:	0.00	921.60
8953	10229 6054	JUDICIAL DATA SYSTEMS CRP PD- PARKING ACTIVITY FOR MAY 2016	06/28/2016		100.00
			Total for Check Number 8953:	0.00	100.00
8954	10281 NCIN-170537	NORTH CENTRAL FIRE PROT DIST BLDG-FIRE PREVENTION INSPECTION	06/28/2016		79.00
			Total for Check Number 8954:	0.00	79.00
8955	10282 846806805-001 846806805-001 846806909-001 846806909-001 846848739001	OFFICE DEPOT FIN- 2 DRAWER CABINET FIN- 2 DRAWER CABINET FIN- 72" WIDE RIGHT HAND CORNER DESI FIN- 72" WIDE RIGHT HAND CORNER DESI PD- OFFICE SUPPLIES	06/28/2016		91.98 91.99 405.84 405.84 26.16

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 8955:	0.00	1,021.81
8956	10457 371324 371324	OFFICEMAX INC WTR-OFFICE SUPPLIES SWR-OFFICE SUPPLIES	06/28/2016		15.01 15.01
			Total for Check Number 8956:	0.00	30.02
8957	11006 06242016	RIGHT NOW PHLEBOTOMY PD- 1 BLOOD DRAW 16-2070 KPD CONTRA	06/28/2016		125.00
			Total for Check Number 8957:	0.00	125.00
8958	10446 43558	SANDOVAL FARM SERVICES BPO- SPRING WEED ABATEMENT 2016	06/28/2016		1,150.00
			Total for Check Number 8958:	0.00	1,150.00
8959	10914 45948	SIERRA HR PARTNERS ADM- NEW HANDBOOK PREP	06/28/2016		950.00
			Total for Check Number 8959:	0.00	950.00
8960	10345 6242016	STATE OF CALIFORNIA C FTB TAX- WAGE GARNISHMENT P/R DA	06/28/2016		50.00
			Total for Check Number 8960:	0.00	50.00
8961	10355 P10442543	TARGET SPECIALTY PRODUCTS SWR-CAPSTONE-HERBICIDE	06/28/2016		156.52
			Total for Check Number 8961:	0.00	156.52
8962	10441 6939897-00	TURF STAR INC. EQUIP-PARTS FOR DIESEL MOWER	06/28/2016		544.98
			Total for Check Number 8962:	0.00	544.98
8963	10168 20430 MSP20484	UNITY IT TECH-FAN REPLACEMENT ON SERVER TECH-MONTHLY TECH SUPPORT SERVICE	06/28/2016		63.85 2,375.10
			Total for Check Number 8963:	0.00	2,438.95
8964	10399 214230	VETERINARY MEDICAL CENTER AAC- 1 EUTHANASIA OF ANIMALS	06/28/2016		24.70
			Total for Check Number 8964:	0.00	24.70
8965	10406 51985 51985	WEST HILLS OIL INC VE-FUEL JUNE 1-15 VE-B ARREDONDO TRANSPORT	06/28/2016		4,114.07 248.47
			Total for Check Number 8965:	0.00	4,362.54
			Total for 6/28/2016:	0.00	20,085.21
8966	10386 03022016 05312016	US BANK CORPORATE PAYMENT CC-Council Member Fox Reception ADM-WORKSHOP CM/CHEIF TEAM BUILD	06/30/2016		45.03 619.35

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	05312016	ADM-FUEL			28.74
	05312016	ADM-MEALS 5/31/16			70.00
	05312016	ADM-MEALS 6/1/16			13.44
	05312016	ADM-MEALS 6/2/16			10.60
	06032016	WTR- HOLSTER FOR SCADA PHONE			8.12
	060320161	WTR- HOLSTER FOR SCADA PHONE			8.06
	060320162	PD- ROOM ACCOM FOR CHIEF BLOHM			619.35
	060720161	AAC- 3 50LBS BAGS OF DOG FOOD AND C.			69.07
	06082016	FIN-PURELL HAND SANITIZER			96.81
	06102016	PD- OFFICE CHAIRS FOR LT OFFICE			495.26
	06152016	CC-Vacuum for Council Chambers			257.98
	06152016	CC-Rechargable Vacuum for Office			85.98
	06162016	PD- 12 CASE LOGIC COMPACK CAMERA C			119.88
	06162016	PD-TAX			30.80
	06162016	PD- 5 KODAK FZ51 DIGITAL CAMERAS			374.80
	061620166	PD- 5 KODAK FZ51 DIGITAL CAMERAS			224.88
	06162016PG	CS- STARBUCKS REC STAFF INCENTIVES			30.00
	06162016PG	CS- WALMART DAY CAMP			12.68
	062016PG	REC- ME N EDS HACIENDA POOL PARTY			15.48
	06212016PG	CS- GARCIA'S MARKET CAMP SUPPLIES			5.16
	06232016	FIN-OFFICE SUPPLIES			49.17
	06252016	FIN- SOAP AT COSTCO			7.03
	06252016TJ	FIN- COFFEE, SCISSOR, BINDERS			57.71
	06272016	FIN- OFFICE CHAIR AT COSTCO SOAP AT C			108.21
	06272016	PD- ORDER #4501613-133739			19.40
	062720161	PD- 5 KINGSTON 8GB SD MEMORY CARD			2.19
	0627201610	PD- 5 KINGSTON 8GB SD MEMORY CARDS			21.59
	062720162	PD- 5 KINGSTON 8GB SD MEMORY CARDS			21.59
	062720166	PD- 5 KINGSTON 8GB SD MEMORY CARDS			21.59
	06282016	CS-WALMART STORAGE BINS DOLLY			90.60
	06282016	PD-5 8GB SD MEMORY CARDS			19.95
	06282016	PD-TAX			32.41
	06282016	PD-5 KODAK FZ51 DIGITAL CAMERAS			374.80
	06282016	PD-11 CASE LOGIC COMPACK CAMERA C/			109.89
	06282016	PD-TAX			30.80
	06282016	PD-3 KODAK FZ51 DIGITAL CAMERAS			374.80
	06282016	PD-5 8GB SD MEMORY CARDS			19.95
	06282016	PD-TAX			20.11
	062820160	PD- ROOM ACCOM FOR BARCOMA & EXPI			241.80
	062820161	PD- ADVISORS OFC E ANTUNA COMPETIT			127.74
	108-2006339-PG	CS- CELL PHONE HOLDER			51.25
	111351588747646	FIN-SAMSUNG 24" MONITOR 111351588747			168.35
	4431610-663796	PD-5 KODAK FZ51 DIGITAL CAMERAS & M			427.22
	60026	ADM-SSJVD CITY MANAGER MEETING 6-1			25.46
	7893	CS-SOD FOR KATEYS PARK			406.83
	910229506	ADM-LLC MTG VEHICLE FUEL CNG			7.55
	910229506	ADM-LLC MTG VEHICLE FUEL CNG			15.54
	910229506	ADM-PARKING METER			6.75
	91457621	AAC- VACINES DOR DOGS			344.94
			Total for Check Number 8966:	0.00	6,446.69
8967	10021 0002939-IN	ALERT O LITE STRTC- BARRICADES-20	06/30/2016		567.56
			Total for Check Number 8967:	0.00	567.56
8968	10023 2580-693545	ALL PHASE MSI MEDALLION SUPPLY CS-GRANVILLE II LED LIGHT FIXTURES	06/30/2016		3,260.12

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 8968:	0.00	3,260.12
8969	10923 0336896-IN	AMBER CHEMICAL INC WTR-560 GL BULK CHLORINE	06/30/2016		1,272.73
			Total for Check Number 8969:	0.00	1,272.73
8970	10035 2427	AQUA NATURAL SOLUTIONS SWR- MICROBE LIFT/SLUDGE AWAY	06/30/2016		491.72
			Total for Check Number 8970:	0.00	491.72
8971	10042 16389	BACKFLOW INDEPENDENT TESTING WTR- REPAIR & RE-TEST BACKFLOW DEV	06/30/2016		76.75
			Total for Check Number 8971:	0.00	76.75
8972	10056 10509	BOGIE'S PUMP SYSTEMS SWR- VALVE ASSEMBLY PRESS REL VALV	06/30/2016		285.91
			Total for Check Number 8972:	0.00	285.91
8973	10062 97990478	BSN SPORTS REC-YOUTH VOLLEYBALL EQUIPMENT	06/30/2016		68.89
			Total for Check Number 8973:	0.00	68.89
8974	10079 92035	CAMCO STRTC- SPRAYER SUPPLIES	06/30/2016		171.15
			Total for Check Number 8974:	0.00	171.15
8975	10095 5421241 5439675 5449001 5460083 5462952	CHEM QUIP INC WTR- DEP REF- PALLETS/CARBOYS WTR- DIAPHRAGM/PUMP WTR- POLYETHYLENE TANK WTR- DIAPHRAGM/PUMP WTR- CHLORINETEST KIT	06/30/2016		-1,200.00 492.42 422.08 347.55 88.02
			Total for Check Number 8975:	0.00	150.07
8976	10452 K060116 K060116 K060816 K060816	CITY OF FRESNO WMD WTR-LAB ANALYSIS SWR-LAB ANALYSIS SWR-LAB ANALYSIS WTR-LAB ANALYSIS	06/30/2016		75.00 71.00 71.00 30.00
			Total for Check Number 8976:	0.00	247.00
8977	10102 53561	CODE PUBLISHING COMPANY CLRK- KMO ELECT UPDATE 16-03, 04	06/30/2016		85.80
			Total for Check Number 8977:	0.00	85.80
8978	10108 128496 128564	COOKS COMMUNICATIONS CORP VE- LIGHT BAR INSTALL LABOR VE- REPAIR RADIO LABOR	06/30/2016		270.00 90.00
			Total for Check Number 8978:	0.00	360.00
8979	10826 826756	CROWN SERVICES CORPORATION MEDIAN- PORTABLE RESTROOM RENTAL	06/30/2016		245.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 8979:	0.00	245.65
8980	11094	DALIAN CONSTRUCTION, INC	06/30/2016		
	1	STREETS- TOTAL CONTRACT COMPLETEE			71,908.20
	1	STREETS- CHANGE ORDERS			18,145.34
	1	STREETS- LESS THAN 5% RETENTION			-4,502.68
			Total for Check Number 8980:	0.00	85,550.86
8981	10841 60656	DAN JENKINS CONCRETE PUMPING C CS-CONCRETE FOR KATEYS KIDS PARK	06/30/2016		307.00
			Total for Check Number 8981:	0.00	307.00
8982	10120 1635 1657	DAVID WELLHOUSE & ASSOCIATES FIN-MANDATED COSTS SERVICES FEB 201 FIN-MANDATED COSTS SERVICES FEB 201	06/30/2016		4,000.00 3,000.00
			Total for Check Number 8982:	0.00	7,000.00
8983	10144 5907555 5907555 5907556	ELBERT DISTRIBUTING, INC PDMANT50%- MAINTSUPPLIES VEMANT50%- MAINTSUPPLIES VE REP- POWER STEERING KIT #1412	06/30/2016		75.02 75.01 62.99
			Total for Check Number 8983:	0.00	213.02
8984	10151 1642830 1690432 1710556	EWING IRRIGATION PRODUCTS SWR- VALVE BOX PUMP STRTC- VALVE/STATION CNTRL STRTC- VALVE/STATION BOX BATTERIES	06/30/2016		136.23 187.50 385.10
			Total for Check Number 8984:	0.00	708.83
8985	10154 CAFR257264 CAFR257264 CAFR257264 CAFR257264 CAFR257264 CAFR257264 CAFR257264	FASTENAL COMPANY SWR- SAFETY GLASSES SWR- LRG GLOVES VE SUPPL- BRAKLEEN STRTC- WD40 STRTC- 9V BATTERY PARKS- RECIP BLADE PARKS- 9B BATTERY	06/30/2016		5.67 13.79 7.37 15.96 77.50 35.00 121.79
			Total for Check Number 8985:	0.00	277.08
8986	10842 841059 841060 841061 841062 841063 841064	FRESNO ECONOMIC OPPORTUNITIES CS-FORM & GRADE HILLSIDE KATEYS KII CS-POUR/FINISH CONCRETE HILLSIDE KA CS-SPREAD & GRADE FILL DIRT KATEYS I CS-RESEED SOD KATEYS KIDS PARK CS-CONCRETE INSTALLATION CS-MORE IRRIGATION & PLACE SOD KATI	06/30/2016		560.00 600.00 400.00 300.00 4,000.00 760.00
			Total for Check Number 8986:	0.00	6,620.00
8987	10166 1479	FRESNO-MADERA AGENCY ON AGINC NUT-11 NON-QUALIFIED MEALS	06/30/2016		37.73
			Total for Check Number 8987:	0.00	37.73
8988	11089	ADRIANA FRIAS	06/30/2016		

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	61078	REC-PARTIAL REFUND SWIM LESSONS S.1			42.00
			Total for Check Number 8988:	0.00	42.00
8989	10177 PJI-0012382	GAMETIME CS-B ST PARK PLAY STRUCTURE LABOR ONLY	06/30/2016		6,155.75
			Total for Check Number 8989:	0.00	6,155.75
8990	10440 6811	GLASS CENTERS BLDG- GLASS- KEARNEY PALMS BUS STOP	06/30/2016		289.32
			Total for Check Number 8990:	0.00	289.32
8991	11087 60475	SANDRA GUERRERO REC-REFUND OF POOL RENTAL FEES	06/30/2016		220.00
			Total for Check Number 8991:	0.00	220.00
8992	BP-MANN	HARMAIL MANN FIN-REFUND BLDG PERMIT PER C KUFIS PERMIT NOT REQUIRED	06/30/2016		131.75
			Total for Check Number 8992:	0.00	131.75
8993	11091 60475	ANA HINOJOSA REC-REFUND OF POOL RENTAL FEES	06/30/2016		110.00
			Total for Check Number 8993:	0.00	110.00
8994	10201 1V092572 1V092850	HORIZON MEDIAN- LANDSCAPE FABRIC MEDIAN- SOLENOID	06/30/2016		999.89 20.56
			Total for Check Number 8994:	0.00	1,020.45
8995	10205 IN-000594317 SO 000598538 SO-000598538	INDEPENDENT STATIONERS CS-PEN HOLDERS CC- OFFICE SUPPLIES CC- COUNCIL SUPPLIES	06/30/2016		4.98 58.31 268.70
			Total for Check Number 8995:	0.00	331.99
8996	10239 41445 41445	KERWEST INC FIN-ACCOUNT CLERK AD FIN-ACCOUNT CLERK AD	06/30/2016		46.00 46.00
			Total for Check Number 8996:	0.00	92.00
8997	10251 1694	LIGHTHOUSE ELECTRIC, INC SWR- REPLACE EXHAUST FAN	06/30/2016		350.00
			Total for Check Number 8997:	0.00	350.00
8998	10273 27827	NAFFA INTERNATIONAL INC BPO-PLAN CHECK FEES	06/30/2016		1,920.55
			Total for Check Number 8998:	0.00	1,920.55
8999	10722 06292016	BILL NIJJER CC- CONF MILEAGE NIIJER	06/30/2016		151.31
			Total for Check Number 8999:	0.00	151.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
9000	10282 843848129001	OFFICE DEPOT REC-REC COMIC BOOK PRINTING	06/30/2016		257.03
			Total for Check Number 9000:	0.00	257.03
9001	11092 64131	MARIA OLIVARES CTC-DEPOSIT REFUND SH 6/25/16	06/30/2016		100.00
			Total for Check Number 9001:	0.00	100.00
9002	10285 8450790 8454047	ONTRAC BPO- PLAN CHECK OVERNIGHT DELIVER' BPO- PLAN CHECK OVERNIGHT DELIVER'	06/30/2016		63.80 52.11
			Total for Check Number 9002:	0.00	115.91
9003	10289 5467738309-0 5741309690-0 9081203718-3	P.G.& E. WTR/SWR/SD-MONTHLY UTILITIES 5/18/16 BPO- MONTHLY SERVICE 0052516-062316 CS-KATEYS KIDS PARK ELECTRIC JUNE 20	06/30/2016		19.71 501.19 65.07
			Total for Check Number 9003:	0.00	585.97
9004	11090 64936	ANGELA PEREZ REC-REFUND OF POOL RENTAL FEES	06/30/2016		82.50
			Total for Check Number 9004:	0.00	82.50
9005	10301 06282016 06282016 06282016 06282016	PETTY CASH VAR-COFFEE VAR-COUNCIL MEETING 6/7/16 VAR-INSECTICIDE/PLANTER VAR-SJV CHAPTER CC MEETING	06/30/2016		9.99 10.00 14.86 13.00
			Total for Check Number 9005:	0.00	47.85
9006	10305 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159- 8000-9090-0159-	PITNEY BOWES PURCHASE POWER VAR-POSTAGE FOR METER VAR-POSTAGE FOR METER	06/30/2016		122.31 18.70 53.01 70.50 0.93 0.94 0.93 3.87 119.40 4.27 6.45 42.07 56.48
			Total for Check Number 9006:	0.00	499.86
9007	10316 3050 3282 3283 3437 3613 3747 3946	R G EQUIPMENT OF FRESNO INC VE- REPAIR/LABOR 72" TORO MOWER PARKS- LIDS FOR BACKPACK SPRAYERS VE EQUIP- RETURN HYD PUMP PARKS- LIDS FOR BACKPACK SPRAYERS-1 VE EQUIP- BLADES FOR 60" & 72" TORO M VE EQUIP- FILTER, FUEL, CAP 72" TOWER VE EQUIP- BELTS, SHEAVE, SPACER TIGHT	06/30/2016		196.48 29.74 -642.14 9.91 106.66 102.95 203.65

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
	4132	VE EQUIP- BELTS, PUMPS #1278			140.54
	4219	VE EQUIP-SHEAVE - ENGINE			19.15
			Total for Check Number 9007:	0.00	166.94
9008	10596	RED WING SHOE STORE	06/30/2016		
	4090000011960	PW-SAFETY BOOTS			33.34
	4090000011960	PW-SAFETY BOOTS			33.34
	4090000011960	PW-SAFETY BOOTS			33.33
	4090000011960	PW-SAFETY BOOTS			33.37
			Total for Check Number 9008:	0.00	133.38
9009	10682	RJ HILL HOMES	06/30/2016		
	15-RES-0144	BPO-C & D REFUND TRACT 5478 LOT 123 1			582.25
			Total for Check Number 9009:	0.00	582.25
9010	10603	SOLENIIS LLC	06/30/2016		
	131059804	SWR- SUPPLIES			116.33
			Total for Check Number 9010:	0.00	116.33
9011	11093	SOUND CONTRACTING	06/30/2016		
	949	CC-REROUTE AMPLIFIER IN CC			85.00
			Total for Check Number 9011:	0.00	85.00
9012	10561	SOUTHERN COMPUTER WAREHOUSE	06/30/2016		
	IN-000351353	FIN-STATE OF CA EWASTE FEE			2.00
	IN-000351353	FIN-STATE OF CA EWASTE FEE			2.00
	IN-000353036	FIN-SCANNERS			37.11
	IN-000353036	FIN-SCANNERS			275.05
	IN-000353036	FIN-SCANNERS			290.61
	IN-000353036	FIN-SCANNERS			442.57
			Total for Check Number 9012:	0.00	1,049.34
9013	10357	TAYLOR MADE IRRIGATION	06/30/2016		
	12156	MEDIANS- SPRINKLER SUPPLIES			13.59
			Total for Check Number 9013:	0.00	13.59
9014	10387	USABLUEBOOK	06/30/2016		
	923369	WTR- CREDIT INV# 907814 (MARCH 2016)			-67.59
	947847	SWR- ALGAE BRUSH FOR CLARIFIER			116.34
			Total for Check Number 9014:	0.00	48.75
9015	11088	SCOTT ZULEWSKI	06/30/2016		
	62882	REC-REFUND OF POOL RENTAL FEES			110.00
			Total for Check Number 9015:	0.00	110.00
9016	11008	ELODIA BRISENO	06/30/2016		
	53915	CTC- DEPOSIT REFUND SH 04/10/16 EVENT1			100.00
			Total for Check Number 9016:	0.00	100.00
9017	10143	ECS IMAGING, INC	06/30/2016		
	11541	CLRK- LASERFICHE ANNUAL RENEWAL			6,920.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Void Checks	Check Amount
			Total for Check Number 9017:	0.00	6,920.00
9018	10282	OFFICE DEPOT	06/30/2016		
	06282016	FIN- OFFICE SUPPLIES			243.83
	06282016	FIN- OFFICE SUPPLIES			443.15
	06282016	FIN- OFFICE SUPPLIES			711.02
	06282016	FIN- OFFICE SUPPLIES			520.57
			Total for Check Number 9018:	0.00	1,918.57
9019	10561	SOUTHERN COMPUTER WAREHOUSE	06/30/2016		
	00350930	FIN- COMPUTER AND MONITOR -ADD STA			536.65
	00350930	FIN- COMPUTER AND MONITOR -ADD STA			536.65
			Total for Check Number 9019:	0.00	1,073.30
9020	10719	RHONDA ARMSTRONG	06/30/2016		
	02292016	CC- CONF MILEAGE /MEALS ARMSTRONG			151.31
			Total for Check Number 9020:	0.00	151.31
			Total for 6/30/2016:	0.00	139,417.56
			Report Total (163 checks):	0.00	389,178.64



# City of Kerman

*"Where Community Comes First"*

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

DEPARTMENT: PLANNING AND DEVELOPMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To: Mayor and City Council  
From: Jerry Jones, City Engineer  
Subject: Resolution Accepting the 2016 Concrete Project

## RECOMMENDATION

Council by motion adopt resolution accepting the 2016 Concrete Project authorize the City Engineer to record the Notice of Completion.

## EXECUTIVE SUMMARY

The contractor, Dalian Construction, Inc. has completed the work required for the 2016 Concrete Project. The 2016 Concrete Project consisted of the replacement of damaged curb, gutter and sidewalk at various locations within the City. The City Public Works Inspector has inspected the improvements required by the project and all of the improvements have been completed.

## OUTSTANDING ISSUES

None.

## DISCUSSION

Per Council's direction, staff prepared a list of priority locations for the replacement of damaged curb, gutter and/or sidewalk based on complaints received from residents and field review. The damage to the curb, gutter and sidewalk was caused primarily by invasive tree roots. Staff used the list to develop construction documents for the 2016 Concrete Project. The project was advertised for bid and the construction contract was awarded to Dalian Construction, Inc. on May 4, 2016. The contractor began construction on May 25, 2016 and completed the project within the specified construction timeframe.

## FISCAL IMPACT

The total project cost was \$105,000, including engineering and construction management. The City has budgeted \$125,000 in Local Transportation Funds for the project.

## PUBLIC HEARING

Not Required.

Attachments:

- A. Resolution

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Attachment 'A'

RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION  
FOR THE 2016 CONCRETE PROJECT

WHEREAS, Dalian Construction, Inc. has completed the work for the 2016 Concrete Project and;

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

WHEREAS, the City Engineer recommends acceptance of the 2016 Concrete Project and requests Council to authorize the City Engineer to record the Notice of Completion for the project.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY ACCEPTS the 2016 Concrete Project and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 6<sup>th</sup> day of July, 2016, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

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

ATTEST:

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



# City of Kerman

*"Where Community Comes First"*

MAYOR  
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COUNCIL MEMBER  
Rhonda Armstrong  
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Kevin Nehring  
COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: PLANNING AND DEVELOPMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To: Mayor and City Council  
From: Jerry Jones, City Engineer  
Subject: Extension of Expiration Date of Engineering and Traffic Surveys Conducted to Establish Speed Limits for Collector and Arterial Streets

## RECOMMENDATION

Council by motion adopt resolution extending the expiration date of the engineering and traffic surveys conducted to establish speed limits for collector and arterial streets and authorize the City Engineer to file the resolution with the Fresno County Superior Court.

## EXECUTIVE SUMMARY

In conformance with the California Manual on Uniform Traffic Control Devices (MUTCD) and California Vehicle Code (CVC), the City prepared engineering and traffic surveys (E&TS) in 2011 and 2012 to establish speed limits for City streets. Speed limits were established for streets designated as collectors or arterials on the California Road System Maps. Streets designated as local streets have a speed limit of 25 MPH. The CVC states that a speed limit for a particular roadway segment must be justified by an E&TS conducted within five years, otherwise the subject segment can be considered a "speed trap". The evidence of a speeding violation based on a "speed trap" is inadmissible in court. The five year deadlines for the E&TSs conducted by the City are set to begin expiring on August 16, 2016. However, the CVC allows for E&TSs to be valid for a period of seven years, granted specific conditions are met relating to officer training and the radar equipment used for determination of speed. The Police Department complies with the conditions regarding training and equipment. Therefore, the expiration date of the E&TSs may be extended an additional two years.

## OUTSTANDING ISSUES

None.

## DISCUSSION

In general terms, CVC Section 40802(a) defines a "speed trap" as one of the following:

1. A roadway segment with marked limits and a known distance that is used to determine a vehicles speed based on the time it takes to travel the known distance; or
2. A roadway segment with a speed limit provided that is not justified by an E&TS conducted within five years and enforcement of the speed limit involves the use of radar or other electronic device.

---

In compliance with the CVC, the City conducted E&TS for all collector and arterial streets and established speed limits for each street based on the E&TS. The speed limits were established by Resolution 11-44, 12-48, 12-65, and 13-05.

The speed limit, E&TS date, E&TS expiration date, and resolution number by which the speed limit was established for each street segment is included as Exhibit 'A'.

E&TS are valid for a period of five years. However, CVC Section 408029(c)(2) allows for E&TS to be valid for a period of seven years when the following conditions are met:

1. Officers have successfully completed a radar operator course of not less than 24 hours on the use of police traffic radar; and
2. The radar equipment used to measure the speed of the vehicle meets the minimal operational standards of the National Traffic Highway Safety Administration, and has been calibrated within three years.

The Kerman Police Department meets both of these conditions. The two officers who use the radar guns and issue radar based speeding citations have completed the Peace Officer Standards and Training 24-hour radar school. In addition, the Departments two radar guns are serviced and calibrated annually.

#### FISCAL IMPACT

None.

#### PUBLIC HEARING

Not Required.

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
EXTENDING THE EXPIRATION DATE OF ENGINEERING AND TRAFFIC SURVEYS  
CONDUCTED TO ESTABLISH SPEED LIMITS FOR COLLECTOR AND ARTERIAL STREETS

WHEREAS, according to California Vehicle Code (CVC) Section 40802, a "speed trap" is defined as a section of highway or street with a prima facie speed limit that is not justified by an engineering and traffic survey (E&TS) conducted within the time periods specified and the enforcement of the speed limit involves the use of radar or any other electronic device that measures the speed of moving objects; and

WHEREAS, the evidence of a speeding violation based on the maintenance or use of a speed trap is inadmissible in court per CVC Section 40803; and

WHEREAS, in order to establish speed limits and ensure a speed trap is not created, E&TS must be conducted in accordance with CVC Section 627 and the California Manual on Uniform Traffic Control Devices (MUTCD); and

WHEREAS, the City prepared E&TS for collector and arterial streets beginning in August 2011 and the speed limit for segments of each collector and arterial street was established by Resolution 11-44, Resolution 12-48, Resolution 12-65, or Resolution 13-05. A summary of the various speed zones, including speed limit, E&TS date, and original E&TS expiration date is included as Exhibit 'A'; and

WHEREAS, the E&TS for each speed zone was submitted to the Fresno County Superior Court; and

WHEREAS, the original expiration dates for each E&TS was set at five years from the date when the E&TS was conducted. However, CVC Section 40802(c)(2) allows for E&TS to be valid for a period of seven years if the conditions specified in Section 40802(c)(1), pertaining to officer training and equipment standards, are met; and

WHEREAS, the City has reviewed CVC Section 40802(c)(1) and determined that the Kerman Police Officers using radar equipment for determination of speed have been properly trained and the radar equipment used meets the required standards and is properly maintained and calibrated.

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

1. The speed limits established by Resolution 11-44, Resolution 12-48, Resolution 12-65, and Resolution 13-05 were determined by E&TS conducted in accordance with the CVC and MUTCD.

2. The expiration date of each E&TS shall be extended by two years, to a total of seven years from the date conducted in accordance with CVC Section 40802(c). The new expiration date for the E&TS for each speed zone is provided in Exhibit 'A'.
3. The City Engineer is authorized to file this resolution with the Fresno County Superior Court.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 6<sup>th</sup> day of July, 2016, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

---

Stephen B. Hill  
Mayor

ATTEST:

---

Marci Reyes  
City Clerk

Exhibit 'A'

Established Speed Limit Summary

Street	From	To	Speed Limit (MPH)	E&TS Date	Original E&TS Expiration Date	Resolution No.	Extended E&TS Expiration Date
California	Del Norte	Madera	30	8/16/2011	8/16/2016	11-44	8/16/2018
California	Madera	Vineland	35	8/16/2011	8/16/2016	11-44	8/16/2018
Del Norte	California	Kearney	35	8/16/2011	8/16/2016	11-44	8/16/2018
Del Norte	Kearney	Whitesbridge	35	8/16/2011	8/16/2016	13-05	8/16/2018
E St.	Del Norte	Madera	30	8/16/2011	8/16/2016	11-44	8/16/2018
E St.	Vineland	Goldenrod	30	8/16/2011	8/16/2016	11-44	8/16/2018
Goldenrod	California	Kearney	35	8/16/2011	8/16/2016	13-05	8/16/2018
Goldenrod	Kearney	Whitesbridge	35	12/19/2012	12/19/2017	13-05	12/19/2019
Kearney	Siskiyou	Del Norte	35	8/16/2011	8/16/2016	11-44	8/16/2018
Kearney	Del Norte	Madera	35	8/16/2011	8/16/2016	11-44	8/16/2018
Kearney	Madera	Vineland	35	8/16/2011	8/16/2016	11-44	8/16/2018
Kearney	Vineland	Goldenrod	35	8/16/2011	8/16/2016	11-44	8/16/2018
Middleton	Del Norte	First	30	8/16/2011	8/16/2016	11-44	8/16/2018
Siskiyou	California	Kearney	35	8/16/2011	8/16/2016	11-44	8/16/2018
Siskiyou	Kearney	Whitesbridge	35	8/16/2011	8/16/2016	12-48	8/16/2018
Stanislaus	Madera	Vineland	35	8/16/2011	8/16/2016	11-44	8/16/2018
Stanislaus	Vineland	Goldenrod	25	8/16/2011	8/16/2016	12-65	8/16/2018
Vineland	California	Kearney	35	8/16/2011	8/16/2016	11-44	8/16/2018
Vineland	Kearney	Whitesbridge	35	8/16/2011	8/16/2016	11-44	8/16/2018
First St.	California	Kearney	30	8/16/2011	8/16/2016	11-44	8/16/2018
First St.	Kearney	Whitesbridge	35	8/16/2011	8/16/2016	11-44	8/16/2018
8th St.	California	Kearney	25	8/16/2011	8/16/2016	11-44	8/16/2018



# City of Kerman

*"Where Community Comes First"*

MAYOR  
Stephen B. Hill

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Rhonda Armstrong

COUNCIL MEMBER  
Kevin Nehring

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: FINANCE  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To: Mayor and City Council  
From: Toni Jones, Finance Director  
Subject: Certification and Claim of Measure "C" Extension Local Transportation Revenues for Fiscal Year 2016/2017

## RECOMMENDATION

Council by motion adopt resolution authorizing Finance Director to submit certification and claim form for Measure 'C' Extension Local Transportation Revenues for Fiscal Year 2016/2017 to the Fresno County Transportation Authority.

## EXECUTIVE SUMMARY

Each year, the Fresno County Transportation Authority (FCTA) provides the City of Kerman with information regarding Measure "C" funding allocations that will be made available to the City throughout the new fiscal year. The City is required to approve and claim these allocation amounts by way of resolution before such funds can be disbursed to the City.

## OUTSTANDING ISSUES

None

## DISCUSSION

The voters of Fresno County in 2006 approved an extension of the one-half cent sales tax increase known as Measure "C" to fund regional and local transportation projects. The Fresno County Transportation Authority (FCTA) is the administering agency for these funds. The FCTA on an annual basis determines the allocation of Measure "C" funds to all cities and the County of Fresno based on population and road miles.

For fiscal year 2016/2017 the FCTA is projecting \$24,986,575 in Measure "C" funds. The FCTA allocates these funds in three major categories:

- Street Maintenance \$11,048,977
- ADA Compliance \$ 383,559
- Flexible Funding \$11,025,298

The allocations for the City of Kerman are:

- Street Maintenance           \$175,581
- ADA Compliance             \$ 6,145
- Flexible Funding             \$209,073

This allocation is based on Kerman’s 2016 population of 14,366 and 32.8 road miles. These revenues are a critical funding source to help the city maintain streets, sidewalks and infrastructure.

The City Council must adopt a resolution claiming fiscal year 2016/2017 Measure “C” funds, agreeing to expend funds for local transportation related purposes, separately accounting for funds, and reporting prior fiscal years funding claims by November 15, 2016.

**FISCAL IMPACT**

The City of Kerman will receive a total of \$390,799 in Measure “C” funds in fiscal year 2016/2017, according to the Fresno County Transportation Authority.

**PUBLIC HEARING**

None Required

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
CONCERNING LOCAL TRANSPORTATION PURPOSES FUNDS  
(MEASURE "C")

WHEREAS, the City of Kerman is an eligible claimant of funds for Local Transportation Purposes pursuant to California Public Utilities Code Section 142257; and

WHEREAS, the Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2016/2017 setting the City of Kerman's percentage at 1.56% which shall be the proportionate share of local Transportation Purposes monies to which the City shall be entitled within the Fiscal Year.

NOW, THEREFORE, BE IT RESOLVED as follows:

1. The City of Kerman hereby submits its Local Transportation Purposes Certification and Claim for Fiscal Year 2016/2017. (Attachment B)
2. The City of Kerman hereby requests the release of funds to the City on a monthly payment basis, consistent with the adopted apportionment and proportionate to the receipts.
3. The City Council of the City of Kerman certifies:
  - a. That Local Transportation Purposes Funds will not be used to substitute for property tax funds which the City of Kerman had previously used for Local Transportation Purposes; and
  - b. That the City of Kerman has and will segregate property tax revenues from the City's other general funds revenues used to support Local Transportation so that verification of non-substitution can be proved through audit; and
  - c. That the City of Kerman shall separately account for Local Transportation Purposes Funds received, pursuant to California Public Utilities Code Section 142257. The City shall maintain records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. The City shall make such records available to the Authority for inspection or audit at any time; and
  - d. That the City shall complete the prior fiscal years reporting requirements and claims forms no later than November 15, 2016. Reports not filed with the Authority by November 15, 2016 will result in a stoppage of allocations until a completed report is filed for each program and sub-program.
4. The City of Kerman understands that should a financial or compliance audit reveal that the City of Kerman violated any of the requirements set forth in paragraph 3 (a), (b), (c) or (d), the Fresno County Transportation Authority may seek to take immediate steps to resolve the violation in accordance with its adopted procedures.

5. The City hereby requests the Authority to allocate all funds that become available from the Local Transportation Purpose Funds to the City for fiscal year 2016/2017, as identified in the attached claim forms and indicated below, in accordance with the adopted "Procedures for Administration of Funds for Local Transportation Purposes":

- Street Maintenance      \$175,581
- ADA Compliance         \$ 6,145
- Flexible Funding         \$209,073

The foregoing Resolution was approved and adopted by the City Council of the City of Kerman at a regular meeting held on the 6th day of July, 2016, by the following vote:

AYES:

NAYS:

ABSENT:

ABSTAIN:

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

ATTEST:

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

Exhibit 'A'

**MEASURE C EXTENSION  
LOCAL TRANSPORTATION PASS THROUGH REVENUES  
CERTIFICATION AND CLAIM FOR FY2016-17**

TO: Fresno County Transportation Authority

FROM: City of Kerman  
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Toni Jones, Finance Director

Telephone: (559) 846-4682

FAX: \_\_\_\_\_

Email Address: tjones@cityofkerman.org

**1. Applicable Funding Program: (Check One)**

*Regional Public Transit Program*

- Fresno Area Express
- Clovis Transit
- FCRTA
- PTIS/Transit Consolidation
- ADA/Seniors/Paratransit
- Farmworker Van Pools
- Car/Van Pools
- New Technology Reserve

*Local Transportation Program*

- Street Maintenance
- ADA Compliance
- Flexible Funding
- Pedestrian/Trails Urban
- Pedestrian/Trails Rural
- Bicycle Facilities
- Regional Transportation Program*
- Fresno Airports

*Alternative Transportation Program*

- Rail Consolidation Subprogram
- Environmental Enhancement Program*
- School Bus Replacement
- Transit Oriented Infrastructure for In-Fill
- Administrative/Planning Program*
- Fresno COG

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to Local Agency Name California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2016-2017 setting 1.59 % of \$11,048,977 (or \$175,581) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:  
(a) Monthly payments consistent with adopted percentage, based on actual receipts  
(b) Compliance with Steps 5 and 6 of the Local Agency Handbooks – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:

- (a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.
- (b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.
- (c) That claimant shall account for Subprogram or Category of checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: \_\_\_\_\_

Title: Finance Director

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

ATTACHMENT: Formal Action for Approval and Submittal Approved by:

Fresno County Transportation Authority Board on: \_\_\_\_\_

**MEASURE C EXTENSION  
LOCAL TRANSPORTATION PASS THROUGH REVENUES  
CERTIFICATION AND CLAIM FOR FY2016-17**

TO: Fresno County Transportation Authority

FROM: City of Kerman  
*Local Agency Name*

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Toni Jones, Finance Director

Telephone: (559) 846-4682

FAX: \_\_\_\_\_

Email Address: tjones@cityofkerman.org

**1. Applicable Funding Program: (Check One)**

- |   |  |  |
|---|--|--|
| <i>Regional Public Transit Program</i>              | <i>Local Transportation Program</i>                | <i>Alternative Transportation Program</i>                            |
| <input type="checkbox"/> Fresno Area Express        | <input type="checkbox"/> Street Maintenance        | <input type="checkbox"/> Rail Consolidation Subprogram               |
| <input type="checkbox"/> Clovis Transit             | <input checked="" type="checkbox"/> ADA Compliance | <i>Environmental Enhancement Program</i>                             |
| <input type="checkbox"/> FCRTA                      | <input type="checkbox"/> Flexible Funding          | <input type="checkbox"/> School Bus Replacement                      |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban   | <input type="checkbox"/> Transit Oriented Infrastructure for In-Fill |
| <input type="checkbox"/> ADA/Seniors/Paratransit    | <input type="checkbox"/> Pedestrian/Trails Rural   | <i>Administrative/Planning Program</i>                               |
| <input type="checkbox"/> Farmworker Van Pools       | <input type="checkbox"/> Bicycle Facilities        | <input type="checkbox"/> Fresno COG                                  |
| <input type="checkbox"/> Car/Van Pools              | <i>Regional Transportation Program</i>             |  |
| <input type="checkbox"/> New Technology Reserve     | <input type="checkbox"/> Fresno Airports           |  |

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to *Local Agency Name* California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2016-2017 setting 1.60 % of \$383,559 (or \$6,145) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:  
(a) Monthly payments consistent with adopted percentage, based on actual receipts  
(b) Compliance with Steps 5 and 6 of the Local Agency Handbooks – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:  
(a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.  
(b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.  
(c) That claimant shall account for Subprogram or Category of checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: \_\_\_\_\_  
Title: Finance Director  
Date: \_\_\_\_\_

ATTACHMENT: Formal Action for Approval and Submittal Approved by:  
Fresno County Transportation Authority Board on: \_\_\_\_\_

**MEASURE C EXTENSION  
LOCAL TRANSPORTATION PASS THROUGH REVENUES  
CERTIFICATION AND CLAIM FOR FY2016-17**

TO: Fresno County Transportation Authority

FROM: City of Kerman  
Local Agency Name

Address: 850 S. Madera, Kerman, CA 93630-1799

Contact: Toni Jones, Finance Director

Telephone: (559) 846-4682

FAX: \_\_\_\_\_

Email Address: tjones@cityofkerman.org

**1. Applicable Funding Program: (Check One)**

- |   |  |  |
|---|--|--|
| <i>Regional Public Transit Program</i>              | <i>Local Transportation Program</i>                  | <i>Alternative Transportation Program</i>                            |
| <input type="checkbox"/> Fresno Area Express        | <input type="checkbox"/> Street Maintenance          | <input type="checkbox"/> Rail Consolidation Subprogram               |
| <input type="checkbox"/> Clovis Transit             | <input type="checkbox"/> ADA Compliance              | <i>Environmental Enhancement Program</i>                             |
| <input type="checkbox"/> FCRTA                      | <input checked="" type="checkbox"/> Flexible Funding | <input type="checkbox"/> School Bus Replacement                      |
| <input type="checkbox"/> PTIS/Transit Consolidation | <input type="checkbox"/> Pedestrian/Trails Urban     | <input type="checkbox"/> Transit Oriented Infrastructure for In-Fill |
| <input type="checkbox"/> ADA/Seniors/Paratransit    | <input type="checkbox"/> Pedestrian/Trails Rural     | <i>Administrative/Planning Program</i>                               |
| <input type="checkbox"/> Farmworker Van Pools       | <input type="checkbox"/> Bicycle Facilities          | <input type="checkbox"/> Fresno COG                                  |
| <input type="checkbox"/> Car/Van Pools              | <i>Regional Transportation Program</i>               |  |
| <input type="checkbox"/> New Technology Reserve     | <input type="checkbox"/> Fresno Airports             |  |

2. The City of Kerman ("claimant") is an eligible claimant of funds for local transportation purposes pursuant to Local Agency Name California Public Utilities Code Section 142257.

3. The Fresno County Transportation Authority has adopted a Resolution of Apportionment for Fiscal Year 2016-2017 setting 1.90% of \$11,025,298 (or \$209,073) for the Subprogram or Category of funds checked above and available to the claimant. On behalf of claimant, I hereby request release of the funds to claimant in accordance with:  
(a) Monthly payments consistent with adopted percentage, based on actual receipts  
(b) Compliance with Steps 5 and 6 of the Local Agency Handbooks – Local Agency Pass-Through Funding programs and Other Revenue Program Funding

4. On behalf of claimant, I hereby certify as follows:  
(a) That the Subprogram or Category of funds checked above are not being used to substitute for property tax funds which claimant had previously used for local transportation purposes. Such substitution of property tax funds is prohibited by California Public Utilities Code Section 142257.  
(b) That claimant has segregated property tax revenues from claimant's other general fund revenues used to support the Subprogram or Category of funds checked above so that verification of non-substitution can be proved through audit or that the non-substitution of funds shall apply to claimant's entire general fund.  
(c) That claimant shall account for Subprogram or Category of checked above and received pursuant to Public Utilities Code Section 142257. Claimant shall maintain current records in accordance with generally accepted accounting principles, and shall separately record expenditures for each type of eligible purpose. Claimant shall make such records available to the Authority for inspection or audit at any time.

5. Claimant understands that should financial or compliance audit exceptions be found, the Fresno County Transportation Authority will take immediate steps to resolve the exceptions in accordance with its adopted procedures.

Authorized Signature: \_\_\_\_\_  
Title: Finance Director  
Date: \_\_\_\_\_

ATTACHMENT: Formal Action for Approval and Submittal Approved by:  
Fresno County Transportation Authority Board on: \_\_\_\_\_



# City of Kerman

*"Where Community Comes First"*

MAYOR  
Stephen B. Hill

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Rhonda Armstrong

COUNCIL MEMBER  
Kevin Nehring

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: FINANCE  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To: Mayor and City Council  
From: Toni Jones, Finance Director  
Subject: Resolution authorizing the City of Kerman to enter into an ACH Origination Agreement with Central Valley Community Bank

## RECOMMENDATION

Council to adopt resolution authorizing City Manager and City Clerk sign the ACH Origination Agreement with Central Valley Community Bank.

## EXECUTIVE SUMMARY

The City of Kerman initiates electronic credit and/or debit entries for certain financial transactions to accounts at Central Valley Community Bank and other financial institutions by using electronic or ACH transactions by means of the automated clearing house network. Because of the timing of the process the files are considered a temporary loan and the bank is now requiring a document be signed by the authorized signers on our account.

The City sends the electronic files to the bank for certain financial transactions such as electronic payroll, payroll taxes and other electronic payments. The file is submitted to the bank two days in advance and the file is then sent to the Federal Reserve through the NACHA process. The payees receive payment the same day the City's bank account is debited which is two days after the file is sent. The two days between when the file is sent and the day the funds are removed from the City's bank account is considered a loan that now requires an agreement be signed between the City and Central Valley Community Bank.

## OUTSTANDING ISSUES

None

## FISCAL IMPACT

None

## PUBLIC HEARING

None Required

Attachments:

A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 16-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA,  
AUTHORIZING THE CITY OF KERMAN ENTER INTO AN  
ACH ORIGINATION AGREEMENT WITH CENTRAL VALLEY COMMUNITY BANK

WHEREAS, it is in the best interest that the City of Kerman ("Entity") initiates electronic credit and/or debit entries for certain financial transactions to accounts maintained at Central Valley Community Bank ("Lender") and other financial institutions, by using electronic or ACH transactions by means of the automated clearing house network, and

WHEREAS, Central Valley Community Bank is willing to provide such services to the City in accordance with the terms and conditions contained in the attached Governmental Certificate Agreement, and

WHEREAS, the City Manager and City Clerk are hereby authorized to sign any and all documents on behalf of the City as the "Entity" when requested by the Bank as described in the Governmental Certificate Agreement.

NOW THEREFORE BE IT RESOLVED, by the City Council of the City of Kerman to authorize the City of Kerman to enter into an agreement with Central Valley Community Bank pursuant to the attached Governmental Certificate Agreement to continue providing electronic payments and authorize the City Manager and City Clerk to sign the agreement.

The foregoing Resolution was introduced at a regular meeting of the City Council of the City of Kerman, held on the 6<sup>th</sup> day of July, 2016, and adopted at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

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

ATTEST:

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

Exhibit 'A'

**GOVERNMENTAL CERTIFICATE**

**Entity:** CITY OF KERMAN  
 850 S. MADERA AVE.  
 KERMAN, CA 93830

**Lender:** CENTRAL VALLEY COMMUNITY BANK, A California Corporation  
 7100 N. FINANCIAL DR., STE. 101  
 FRESNO, CA 93720

**WE, THE UNDER SIGNED, DO HEREBY CERTIFY THAT:**

**THE ENTITY'S EXISTENCE.** The complete and correct name of the governmental entity is City of Kerman ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws and regulations of the State of California. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 850 S. Madera Ave., Kerman, CA 93830. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

**CERTIFICATE ADOPTED.** At a meeting of the appropriate governing body of the Entity, duly called and held on July 6, 2016, at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

**OFFICIALS.** The following named persons and entities is an Officials of City of Kerman:

<u>NAMES</u>	<u>TITLES</u>	<u>AUTHORIZED</u>	<u>ACTUAL SIGNATURES</u>
<u>John Kunka</u>	<u>City Manager</u>	Y	X _____
<u>Marci Reyes</u>	<u>City Clerk</u>	Y	X _____
:	:	Y	X _____
:	:	Y	X _____

**ACTIONS AUTHORIZED.** Any One (1) of the persons and entities listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any One (1) of such persons and entities are authorized, empowered, and directed to do the following for and on behalf of the Entity:

**Borrow Money.** To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money as in their judgment should be borrowed, without limitation.

**Execute Notes.** To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any other evidence of credit accommodations.

**Grant Security.** To mortgage, pledge, transfer, endorse, hypothecate, or otherwise encumber and deliver to Lender any property now or hereafter belonging to the Entity or in which the Entity now or hereafter may have an interest, including without limitation all of the Entity's real property and all of the Entity's personal property (tangible or intangible), as security for the payment of any loans or credit accommodations so obtained, any promissory notes so executed (including any amendments to or modifications, renewals, and extensions of such promissory notes), or any other or further indebtedness of the Entity to Lender at any time owing, however the same may be evidenced. Such property may be mortgaged, pledged, transferred, endorsed, hypothecated or encumbered at the time such loans are obtained or such indebtedness is incurred, or at any other time or times, and may be either in addition to or in lieu of any property theretofore mortgaged, pledged, transferred, endorsed, hypothecated or encumbered.

**Execute Security Documents.** To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances.

**Subordination.** To subordinate, in all respects, any and all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from any person or entity to the Entity to all present and future indebtedness, obligations, liabilities, claims, rights, and demands of any kind which may be owed, now or hereafter, from such person or entity to Lender ("Subordinated Indebtedness"), together with subordination by the Entity of any and all security interests of any kind, whether now existing or hereafter acquired, securing payment or performance of the Subordinated Indebtedness; all on such subordination terms as may be agreed upon between the Entity's Officials and Lender and in such amounts as in their judgment should be subordinated.

**Negotiate Items.** To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness

payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

**Further Acts.** In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate.

**ASSUMED BUSINESS NAMES.** The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: None

**NOTICES TO LENDER.** The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

**CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES.** The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the positions set opposite their respective names. This Certificate now stands of record on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

**CONTINUING VALIDITY.** Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

**IN TESTIMONY WHEREOF,** we have hereunto set our hand and attest that the signatures set opposite the names listed above is their genuine signatures.

We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated July 6, 2016.

**CERTIFIED TO AND ATTESTED BY:**

By: \_\_\_\_\_  
Authorized Signer

By: \_\_\_\_\_  
Authorized Signer

By: \_\_\_\_\_  
Authorized Signer

By: \_\_\_\_\_  
Authorized Signer



# City of Kerman

*"Where Community Comes First"*

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

DEPARTMENT: PLANNING AND DEVELOPMENT  
 STAFF REPORT  
 CITY COUNCIL MEETING  
 COUNCIL MEETING DATE: JULY 6, 2016

To: Mayor and City Council  
 From: Jerry Jones, City Engineer  
 Subject: Resolution Approving the Purchase of a Pedestrian Easement for the California Avenue Sidewalk (Phase I) Project and Accepting the Easement for Public Use

## RECOMMENDATION

Council by motion adopt resolution approving the purchase of a pedestrian easement for the California Avenue Sidewalk (Phase I) Project and accepting the easement for public use.

## EXECUTIVE SUMMARY

The City's California Avenue Sidewalk (Phase I) Project requires the acquisition of a pedestrian easement on the south side of California Avenue from the owner of the adjacent commercial property, Assesors Parcel Number 023-060-50S. Council has previously authorized an offer of \$28,250.00, based on the appraised fair market value of the easement. The property owner from which the easement is to be acquired, Mr. Reno Lanfranco, has accepted the City's offer and signed the Real Property Purchase and Sale Agreement and Deed of Easement. Council must approve the purchase of the easement and accept the easement for public use to move forward with the acquisition.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The City receives a bi-annual allocation of CMAQ Lifeline funds to be used for projects that improve air quality. The City has applied its FY 14/15-15/16 CMAQ Lifeline allocation in the amount of \$118,700 to the construction of a 10-foot wide sidewalk along the south side of California Avenue from Del Norte Avenue to First Street. The sidewalk will be a joint-use pedestrian and bicyclist route. The project is a portion of the California Avenue Pedestrian Route Master Plan.

In order to provide a more pedestrian friendly environment and preserve green space, the sidewalk is proposed to be constructed 10 feet behind the existing curb and gutter along the frontage of APN 023-060-50S, east of Del Norte Avenue to the "California Avenue Curve". In constructing the sidewalk back from the curb and gutter, the City will save 13 trees from being removed. In order to construct the sidewalk at this location, the City must acquire a pedestrian easement from the adjacent property owner. The property from which easement will be acquired, 15449 California Avenue, is owned by Mr. Reno Lanfranco. The fair market value of the easement to be acquired from Mr. Lanfranco was determined to be \$28,250.00 by the appraisal prepared by Zengel & Associates. Council approved the appraised fair market value and authorized staff to make the offer to purchase at the June 15, 2016 Council

Meeting. Based on the compensation offered, Mr. Lanfranco has agreed to the sale of the required pedestrian easement to the City.

#### FISCAL IMPACT

The project budget includes \$48,000 for acquisition of the required easement. The established value, along with engineering, appraisal, and other associated costs will be within the established budget.

#### PUBLIC HEARING

Not Required.

Attachments:

- A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
APPROVING THE PURCHASE OF A PEDESTRIAN EASEMENT FOR THE CALIFORNIA AVENUE  
SIDEWALK (PHASE I) PROJECT AND ACCEPTING THE EASEMENT FOR PUBLIC USE

WHEREAS, the California Avenue Sidewalk (Phase I) Project will construct a 10-foot wide sidewalk along the south side of California Avenue from Del Norte Avenue to First Street; and

WHEREAS, the Project requires the acquisition of a pedestrian easement, as shown on the attached Deed of Easement in Exhibit 1, from Assessor's Parcel Number 023-060-50S, owned by Mr. Reno Lanfranco; and

WHEREAS; the City has allocated Federal Congestion Mitigation and Air Quality Improvement Program funds to the project; and

WHEREAS, the use of Federal funds required the City to follow federal guidelines and requirements for the acquisition of right of way; and

WHEREAS; the City enlisted the services of a qualified appraiser and review appraiser to establish the fair market value of the required easements in accordance with Federal guidelines; and

WHEREAS, the Appraisal Report prepared by Zengel & Associates, dated May 19, 2016, established the fair market value to be \$28,250.00; and

WHEREAS; the City has made an offer in the amount of \$28,250.00 to the property owner for the purchase of the easement and the offer has been accepted by the property owner; and

WHEREAS; the City Engineer recommends the approval of the purchase of the easement from the property owner for the amount of \$28,250.00.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY resolves as follows:

- Section 1. The foregoing recitals are true and correct and are incorporated by reference.
- Section 2. The purchase of the pedestrian easement, as shown on the attached Deed of Easement in Exhibit 1, from Mr. Reno Lanfranco, as his separate property, for the amount of \$28,250.00 is hereby approved and the City Manager is authorized to sign the Real Property Purchase and Sale Agreement, included as Exhibit 1, and any other documentation required to complete the transaction.
- Section 3. By order of the City, Council the interests in real property conveyed to the City from Mr. Reno Lanfranco, as his separate property, as shown on the attached Deed of Easement in Exhibit 'A' are hereby accepted by the City of Kerman for public use.
- Section 4. The City of Kerman consents to the recordation of the Deed of Easement with the Fresno County Recorder's Office.
- Section 5. The City Clerk shall affix a certificate attesting to this resolution to the Deed of Easement.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 6<sup>th</sup> day of July, 2016, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

---

Stephen B. Hill  
Mayor

ATTEST:

---

Marci Reyes  
City Clerk

Exhibit 'A'

**REAL PROPERTY PURCHASE AND SALE AGREEMENT**

This Real Property Purchase and Sale Agreement ("Agreement") is entered into by and between the City of Kerman, a California municipal corporation ("Buyer"), and Reno Lee Lanfranco, as his separate property ("Seller"), pursuant to the following recitals:

**RECITALS:**

- A. WHEREAS, Seller owns certain real property at 15449 W. California Avenue-(A Street), in the City of Kerman, County of Fresno, State of California.
- B. WHEREAS, Buyer desires to acquire, more particularly described below, a 5,493.7 square foot portion of the real property for a public pedestrian easement (the "Project"); and
- C. WHEREAS, under threat of condemnation by Buyer, Seller agrees to sell the easement areas described in B. above; and
- D. WHEREAS, Buyer and Seller have agreed to Buyer's purchase of the real property by means of this Agreement and the recordation of deeds of easement conveying the Property to Buyer.

NOW THEREFORE, in consideration of the mutual covenants herein contained, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller and Buyer agree as follows:

**AGREEMENT:**

- 1. The Property. Seller agrees to sell and convey to Buyer, and Buyer agrees to purchase and acquire from Seller, subject to the terms and conditions set forth herein, that certain real property consisting of an easement totaling 5,493.7 square feet, located at 15449 W. California Avenue (A Street), in the City of Kerman, California. This is a portion of Fresno County Assessor's Parcel No. 023-060-50S as more particularly described in Exhibit "A" (the "Property").
- 2. Purchase Price. The purchase price to be paid by Buyer for the Property shall be Twenty-Eight Thousand Two Hundred Fifty and 00/100 Dollars (\$28,250.00) (the "Purchase Price"). As herein, Buyer shall pay the Purchase Price by depositing funds into the escrow in time to meet the Title Company's requirements for immediately available funds at close of escrow.
- 3. Acquisition of Property Under Threat of Eminent Domain. Seller acknowledges that Buyer has the power, subject to legal requirements, to acquire the Property by eminent domain. Seller and Buyer stipulate that the Purchase Price is the fair market value of the Property and is just compensation for the Property, including any and all other losses, whether by way of improvements, severance damages, cost to cure, goodwill or otherwise. Buyer acknowledges that Seller is selling the Property to Buyer under threat of eminent domain proceedings pursuant to the authority vested in Buyer as a California municipal corporation. Buyer acknowledges that Seller would have

required Buyer to institute an eminent domain proceeding if Buyer and Seller had not agreed on the Purchase Price for the Property. Should escrow not close as provided in this Agreement, and Buyer commences an eminent domain proceeding to acquire the Property, Buyer may file this Agreement with the court as a stipulation upon which the court may enter judgment in any eminent domain proceeding for the Property. This stipulation shall survive the close of escrow and any expiration or termination of this Agreement or the escrow.

4. Seller's representations and warranties. Seller represents and warrants that: (a) Seller owns the Property, free and clear of all liens, licenses, claims, encumbrances, easements, encroachments on the Property from adjacent properties, and any rights of way, other than those disclosed by the public record; (b) Seller has no knowledge of any pending litigation involving the Property; (c) Seller has no knowledge of any violations of, or notices concerning defects or noncompliance with, any code, statute, regulation, ordinance, or judicial order concerning the Property; and (d) Seller has no knowledge of any material defects in the Property, including, but not limited to, the presence of any hazardous materials in the soil and/or water on, under, or around the Property. These warranties shall survive the close of escrow and the recording of the Deeds of Easement.

5. Buyer's representations and warranties. Buyer represents and warrants that it has the authority to enter into this Agreement, and upon execution of this Agreement, and subject to the conditions precedent set forth herein, Buyer will have full authority to carry out the provisions of this Agreement. These warranties shall survive the close of escrow and the recording of the grant deed.

6. Escrow. Following execution of this Agreement, the parties shall open an escrow with Placer Title Company at 7643 North Ingram Avenue, Suite 101, Fresno, CA 93711 ("Title Company"), Attn: Darryl Evans. This Agreement, when signed by both parties and deposited with the Title Company, will be the joint escrow instructions. Buyer and Seller must sign any other form instructions required by Title Company that are not inconsistent with the terms of this Agreement.

6.1 Deposits into escrow. Buyer and Seller will deposit all documents, money, and other items with the Title Company that is: (a) identified in this Agreement or, (b) required by the Title Company to effect the close of escrow as provided herein.

6.2 Title. Seller must convey title to the Property to Buyer free and clear of all title defects, liens, encumbrances, conditions, covenants, restrictions, and other adverse interests of record or known to Seller, subject only to title exceptions numbered 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15 and 16 in the preliminary title report order No. P-109141, issued by Title Company on July 29, 2015 ("Title Report"). A copy of the Title Report is attached hereto as Exhibit "C" and incorporated herein by this reference.

6.3 Title and closing costs. Seller must pay any costs of clearing and conveying title in the condition described in Section 6.2 above, including but not limited to any charges associated with the partial or full reconveyance of any deed(s) of trust, and any delinquent and/or unpaid taxes, assessments, or liens. Buyer shall pay the costs of

any owner's title policy in an amount specified by Buyer, insuring Buyer's title in the condition described in Section 6.2, and all escrow fees, and costs to record the grant of easement deeds. Buyer and Seller will pay any other costs according to the custom in Fresno County.

- 6.4 Close of escrow. The escrow shall be in condition to close when all conditions to close are satisfied or waived, the Title Company is prepared to issue the title policy described herein, and the Title Company is otherwise able to record the grant of easement deed conveying title to the Property from Seller to Buyer. The escrow will be considered closed on the date the deed of easements are recorded ("close of escrow").
- 6.5 Prorations. The Title Company shall not prorate current real property taxes and special assessments, if any, between Seller and Buyer based on a 30-day month as of the close of escrow.
- 6.6 Disbursements. At close of escrow, Title Company shall disburse the Purchase Price to Seller, less Seller's costs to clear title, prorations, and other costs, if any, and when Title Company is prepared to issue an owner's title policy to Buyer insuring Buyer's easement title in the condition set forth in Section 6.2 above, for the amount designated by Buyer.
- 6.7 Risk of loss. Risk of loss or damage to the Property, or any improvements thereon, shall pass from Seller to Buyer upon close of escrow.

7. Conditions precedent. Close of escrow and Buyer's obligation to purchase the Property are subject to the satisfaction of the conditions precedent stated herein, including Buyer's and Seller's performance of all their respective obligations under this Agreement, and that all of the representations and warranties of the parties remain true as the close of escrow. The conditions are solely for Buyer's benefit unless otherwise indicated. Each condition must be satisfied or Buyer must waive it in writing prior to close of escrow. If any condition is not timely satisfied, Buyer may waive the condition and close escrow, or it may terminate this Agreement by giving the Seller and Title Company 5 days' written notice. After expiration of the 5 days, this Agreement, and the escrow shall terminate. Upon termination, the Title Company shall return any documents and money deposited into escrow to the respective depositor, after deducting any escrow cancellation easement, and Buyer will have no further obligation to Seller.

8. Buyer's right to enter Property. Upon execution of this Agreement, Seller grants to Buyer, its agents, employees, permittees, contractors, or assigns, an immediate right to, at reasonable times, enter upon, over, across, and under the Property and enter upon, over and across Seller's real property adjacent to the Property for purposes of constructing the Project and accomplishing all necessary incidents thereto, including but not limited to, investigations, tests, and the removal, disposal, repair, and/or replacement of existing improvements on the Property. Such right of entry shall be irrevocable until completion of the Project. The Purchase Price herein includes full

payment for such immediate possession and use of the Property, including damages, if any. Buyer shall cure or indemnify Seller for any damage to Seller's adjacent real property or substantial interference with the possession or use of the adjacent real property caused by Buyer, its agents, employees, permittees, contractors, or assigns during construction of the Project.

9. Miscellaneous Provisions.

9.1 Further Assurances. Each party will sign and deliver further documents, or take any further actions required to complete the purchase and sale described herein.

9.2 Notices. All notices and other communications required or permitted under this Agreement shall be in writing and duly given on the date of service, if served personally on the person to receive the notice, or delivered by depositing the notice or communication in the U. S. mail, postage prepaid, and addressed to the relevant party at the address set forth below.

**To Seller:** Reno Lee Lanfranco  
776 S. Madera Avenue  
Kerman, CA 93630

**To Buyer:** \_\_\_\_\_  
Name: \_\_\_\_\_  
City of Kerman  
850 S. Madera Avenue  
Kerman, CA 93630

9.3 Entire Agreement. This Agreement is the entire agreement between Seller and Buyer regarding the purchase and sale of the Property, and supersedes all prior discussions, negotiations, commitments or understandings, written or oral. Each Exhibit referred to in this Agreement is by that reference incorporated into and made a part of this Agreement.

9.4 Amendment or Termination. This Agreement may only be amended or terminated by mutual written consent of the Seller and Buyer, unless otherwise expressly provided herein.

9.5 Successors and Assigns. This Agreement is binding upon and shall inure to the benefit of each party, and each party's heirs, successors, assigns, transferees, agents, employees or representatives. The Buyer may assign this agreement and its rights hereunder.

9.6 Time of the Essence. Time is of the essence of each term in this Agreement.

9.7 Governing Law. This Agreement and the legal relations between the parties shall be governed by and construed according to California law.

9.8 Authority. Each person executing this Agreement on behalf of any party does hereby personally represent and warrant that he or she has the authority to execute this

Agreement on behalf of and fully bind such party.

- 9.9 Waiver. Any party's waiver of a breach of any provision herein will not be a continuing waiver or a waiver of any subsequent breach of that or any other provision of this Agreement.
- 9.10 Severability. The provisions of this Agreement are severable. The invalidity, or unenforceability of any provision in this Agreement will not affect the other provisions.
- 9.11 Interpretation. This Agreement is the result of the combined efforts of the parties. If any provision of this Agreement is found ambiguous, the ambiguity will not be resolved by construing this Agreement in favor or against any party, but by construing the terms according to their generally accepted meaning.
- 10. Landscape and Irrigation Maintenance Responsibility. Upon execution of this Agreement, Buyer agrees to be responsible for the maintenance and repair of the landscaping system located along California Avenue street frontage of APN 023-060-50S. The landscape and irrigation maintenance area is shown on Exhibit "B".
- 11. Effective Date. The effective date of this Agreement is the last date set forth opposite the signatures of the parties at the end of this Agreement.

IN WITNESS WHEREOF the Seller and Buyer have signed this Agreement on the dates set forth below.

BUYER:  
City of Kerman

SELLER:

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

  
Reno Lee Lanfranco

Dated: \_\_\_\_\_, 2016

Dated: 6-30, 2016

Exhibit 'A' (to agreement)

PEDESTRIAN BASEMENT  
APN: 023-060-50S (PORTIONS)

All those portions of Parcel 2 of Parcel Map No. 90-02, according to the map thereof recorded in Book 53 of Parcel Maps, Page 66, Fresno County Records, in the City of Kerman, County of Fresno, State of California, described as follows:

**AREA 1**  
BEGINNING at the Northwest corner of said Parcel 2; thence North 89°18'21" East, 510.70 feet along the North line of said Parcel 2; thence South 44°21'07" West, 14.14 feet to a point on a line 10.00 feet South of and parallel with said North line; thence South 89°18'21" West, 500.92 feet along said parallel line to a point on the West line of said Parcel 2; thence North 0°34'00" East, 10.00 feet along said West line to the POINT OF BEGINNING.

Containing 5,058.1 square feet, more or less.

**AREA 2**  
COMMENCING at the Northwest corner of said Parcel 2; thence North 89°18'21" East, 567.09 feet along the North line of said Parcel 2, to the TRUE POINT OF BEGINNING of this description; thence continuing North 89°18'21" East, 19.80 feet along said North line to an angle point in said North line; thence South 25°18'19" East, 24.20 feet along the Northerly line of said Parcel 2, to a point on a line 22.00 feet South of and parallel with the North line of said Parcel 2; thence South 89°18'21" West, 19.80 feet along said parallel line to a point on a line 18.00 feet West of and parallel with the last said Northerly line of said Parcel 2; thence North 25°18'19" West, 24.20 feet along said parallel line to the TRUE POINT OF BEGINNING.

Containing 435.6 square feet, more or less.



*Handwritten signature and date: HDJ/me 5/26/16*

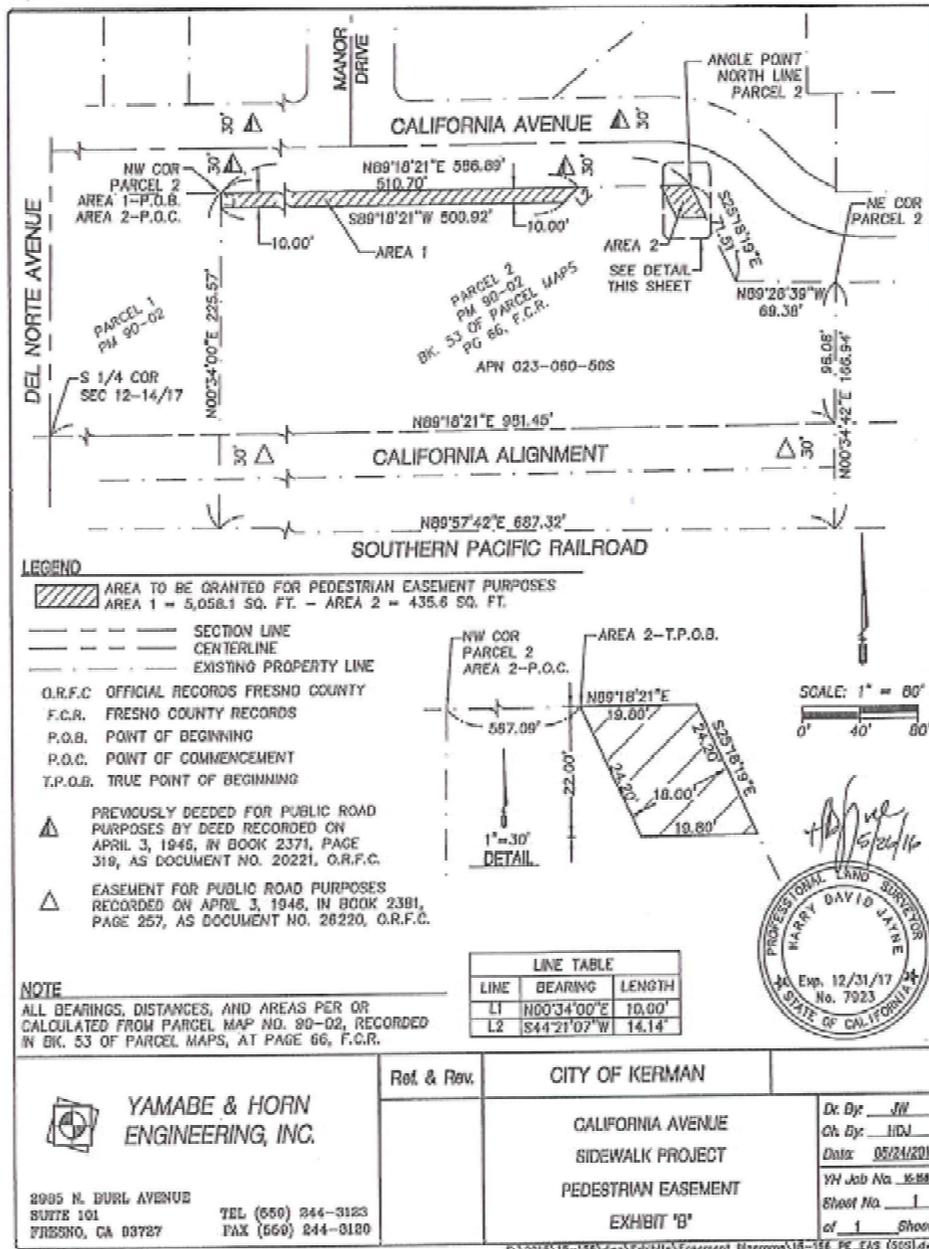


Exhibit 'B' (to agreement)

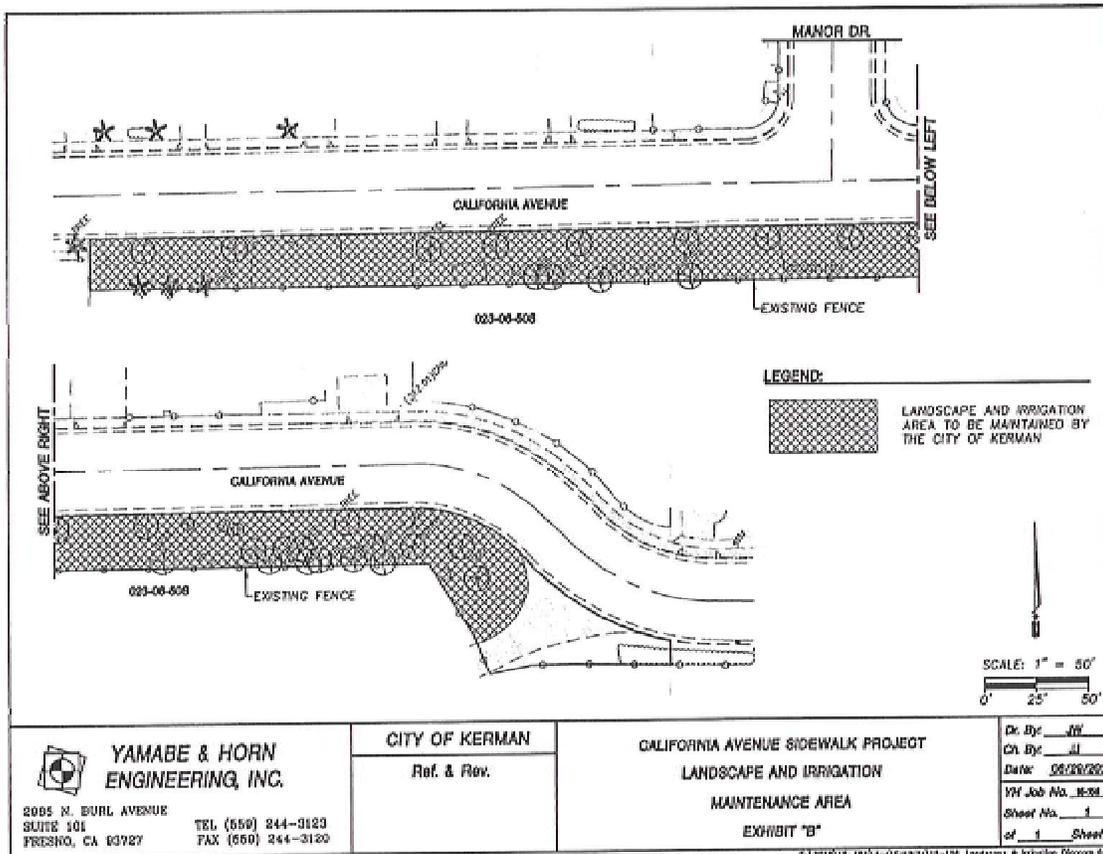


Exhibit 'C' (to agreement)

Preliminary Title Report



Placer Title Company  
7643 North Ingram Avenue, Suite 101  
Fresno, CA 93711  
Phone: (559) 261-2910  
Fax: (559) 261-2963

Order No.: P-109141  
Reference:  
Escrow Officer: Darryl Evans  
Phone: (559) 261-2910  
Fax: (559) 261-2963  
Email: devans@placertitle.com  
Email Loan Docs To: 2110edocs@placertitle.com

Proposed Insured:  
Proposed Loan Amount:  
Proposed Underwriter: Stewart Title Guaranty Company

Property Address: 15449 West A Street, Kerman, CA 93630

#### CLTA PRELIMINARY REPORT

In response to the above referenced application for a policy of title insurance, Placer Title Company hereby reports that it is prepared to issue, or cause to be issued, as of the date hereof, a Policy or Policies of Title Insurance describing the land and the estate or interest therein hereinafter set forth, insuring against loss which may be sustained by reason of any defect, lien or encumbrance not shown or referred to as an Exception below or not excluded from coverage pursuant to the printed Schedules, Conditions and Stipulations of said Policy forms.

The printed Exceptions and Exclusions from the coverage and Limitations on Covered Risks of said Policy or Policies are set forth in Attachment One. The policy to be issued may contain an arbitration clause. When the Amount of Insurance is less than that set forth in the arbitration clause, all arbitrable matters shall be arbitrated at the option of either the Company or the Insured as the exclusive remedy of the parties. Limitations on Covered Risks applicable to the CLTA and ALTA Homeowner's Policies of Title Insurance which establish a Deductible Amount and a Maximum Dollar Limit of Liability for certain coverages are also set forth in Attachment One. Copies of the policy forms should be read. They are available from the office which issued this report.

*Please read the exceptions shown or referred to below and the exceptions and exclusions set forth in Attachment One of this report carefully. The exceptions and exclusions are meant to provide you with notice of matters which are not covered under the terms of the title insurance policy and should be carefully considered.*

*It is important to note that this preliminary report is not a written representation as to the condition of title and may not list all liens, defects, and encumbrances affecting title to the land.*

This report (and any supplements or amendments hereto) is issued solely for the purpose of facilitating the issuance of a policy of title insurance and no liability is assumed hereby. If it is desired that liability be assumed prior to the issuance of a policy of title insurance, a Binder or Commitment should be requested.

Dated: July 29, 2015 at 8:00AM  
Title Officer: Ric Laws

Order No.: P-109141

The form of policy of title insurance contemplated by this report is:

The estate or interest in the land hereinafter described or referred to covered by this report is:

Fee Simple

Title to said estate or interest at the date hereof is vested in:

Reno Lee Lanfranco, as his separate property

The land referred to in this report is described as follows:

See Exhibit "A" Attached for Legal Description

Order No.: P-109141

### Exhibit "A" Legal Description

The land described herein is situated in the State of California, County of Fresno, City of Kerman, described as follows:

Parcel 2 of Parcel Map No. 90-02, in the City of Kerman, County of Fresno, State of California, according to the map thereof recorded in Book 53, at Page 66 of Parcel Maps, Fresno County Records.

EXCEPTING THEREFROM all oil, gas and hydrocarbon substances, as reserved by Wm. G. Kerckhoff Company, a corporation, in Deed recorded April 3, 1946, in Book 2367, page 171, as Document No. 26218.

ALSO EXCEPTING THEREFROM all oil, gas, and other hydrocarbon substances, as reserved by Wm. G. Kerckhoff Company, a corporation in Deed recorded April 3, 1946, in Book 2381, page 257, as Document No. 26220.

ALSO EXCEPTING THEREFROM all oil, gas, and other hydrocarbon substances, as reserved by Km. G. Kerckhoff Company, a corporation and Deed recorded April 3, 1946, in Book 2376, Page 465, as Document No. 26221.

ALSO EXCEPTING THEREFROM any right, title and interest owned at the time in all oil, other hydrocarbons, gas and associated substances, other mineral and mineral rights of whatever kind or nature as reserved in the deed from Shell Oil Company, a Delaware corporation in the Deed recorded July 24, 1973, in Book 6192, page 298, as Document No. 67595.

A.P.N. : 023-060-505

Order No.: P-109141

## EXCEPTIONS

At the date hereof, exceptions to coverage in addition to the printed Exceptions and Exclusions in said policy form would be as follows:

1. Taxes, special and general, assessment districts and service areas for the fiscal year 2015-2016, a lien not yet due or payable.
2. The lien of supplemental taxes, if any, assessed pursuant to the provisions of Chapter 3.5, (commencing with Section 75) of the Revenue and Taxation Code, of the State of California.
3. Taxes and Assessments of the Fresno Irrigation District.
4. Matters set forth on the Record of Survey recorded February 1, 1944, in Book 16 Page 34 of Record of Surveys, as follows:
  - a. Sewer line  
[Document Link](#)
5. Rights incidental to the ownership for the use and development of the mineral interests reserved in Deed executed by Wm. G. Kerchoff Company, recorded April 3, 1946, (book) 2367 (page) 171, Official Records.

Mineral rights not shown further.

[Document Link](#)

Said matter affects a portion of the land described herein.

6. An easement over said land for public utilities, laterals for irrigation ditches, 10 foot sewer line, irrigation and waste ditches and incidental purposes, as reserved by Wm. G. Kerchoff Company, in deed recorded April 3, 1946, (book) 2367 (page) 171, Official Records.

Affects: The exact location is not disclosed of record.

No representation is made as to the current ownership of said easement.

[Document Link](#)

Said matter affects a portion of the land described herein.

7. Rights incidental to the ownership for the use and development of the mineral interests reserved in Deed executed by Wm. G. Kerchoff Company, recorded April 03, 1946, (book) 2373 (page) 465, Official Records.

Mineral rights not shown further.

[Document Link](#)

Said matter affects a portion of the land described herein.

8. An easement over said land for public utilities, laterals for irrigation ditches, existing 8 inch sewer line, irrigation and waste ditches and incidental purposes, as reserved by Wm. G. Kerchoff Company, in deed recorded April 03, 1946, (book) 2373 (page) 465, Official Records.

Order No.: P-109141

Affects: The exact location is not disclosed of record.

No representation is made as to the current ownership of said easement.

[Document Link](#)

Said matter affects a portion of the land described herein.

9. Rights incidental to the ownership for the use and development of the mineral interests reserved in Deed executed by Wm. G. Kerchoff Company, recorded April 03, 1946, (book) 2381 (page) 257, Official Records.

Mineral rights not shown further.

[Document Link](#)

Said matter affects a portion of the land described herein.

10. An easement over said land for public utilities, public road, laterals for irrigation ditches, 10 foot sewer line, irrigation and waste ditches and incidental purposes, as reserved by Wm. G. Kerchoff Company, in deed recorded April 03, 1946, (book) 2381 (page) 257, Official Records.

Affects: The exact location is not disclosed of record.

No representation is made as to the current ownership of said easement.

[Document Link](#)

Said matter affects a portion of the land described herein.

11. An easement over said land for public road and incidental purposes, as reserved by Shell Chemical Corporation, in deed recorded June 14, 1947, (book) 2515 (page) 466, Official Records.

Affects: as set forth therein

No representation is made as to the current ownership of said easement.

[Document Link](#)

12. Rights incidental to the ownership for the use and development of the mineral interests reserved in Deed executed by Shell Oil Company, recorded July 24, 1973, (book) 6192 (page) 298, Official Records.

Mineral rights not shown further.

[Document Link](#)

13. The terms, conditions, provisions and stipulations as contained in the agreement entitled "Subdivision Agreement Parcel No. 90-02", by and between City of Kerman, and Reno Lee Lanfranco, recorded November 5, 1992, (instrument) 92169128, Official Records.

[Document Link](#)

14. Rights of tenants in possession, including any unrecorded leases and/or subleases affecting the herein described property.

Order No.: P-109141

- 15. Matters which may be disclosed by an inspection or by a survey of said land that is satisfactory to this Company, or by inquiry of the parties in possession thereof.
- 16. The requirement that Placer Title Company be provided with a Free and Clear Affidavit-Verification of Unencumbered Property executed by the vestee(s) herein.

\*\*\*\*\* SPECIAL INFORMATION \*\*\*\*\*

\*\*\* CHAIN OF TITLE REPORT:

According to the public records, no deeds conveying the property described in this report have been recorded within a period of 2 years prior to the date of this report, except as shown herein: NONE

\*\*\* LENDER'S SUPPLEMENTAL ADDRESS REPORT:

The above numbered report is hereby modified and/or supplemented to reflect the following additional items relating to the Issuance of an American Land Title Association Loan Form Policy:

Placer Title Company states that the herein described property is Commercial and that the property address is:

15449 West A Street, Kerman, CA 93630

\*\*\* NOTICE REGARDING FUNDS DEPOSITED IN ESCROW:

California Insurance Code Section 12413.1 regulates the disbursement of escrow and sub-escrow funds by title companies. The law requires that funds be deposited in the title company escrow account and available for withdrawal prior to disbursement. Funds deposited with the Company by wire transfer may be disbursed upon receipt. Funds deposited with the Company via cashier's or teller's checks drawn on a California based bank may be disbursed the next business day after the day of deposit.

NOTE: If a cashier's check is issued payable to the account holder or party to the escrow rather than the title company itself, an endorsement/signature guarantee of the payee from the issuing bank is necessary. If this guarantee is not received on the cashier's check you risk delays in closing if the check is returned for reasons of invalid endorsement by the bank.

If funds are deposited with the company by other methods, recording and/or disbursement may be delayed.

**\*\*\* DISCLOSURE OF DISCOUNTS \*\*\***

You may be entitled to a discount on your title premiums and/or escrow fees if you meet any of the following conditions:

1. You are an employee of the title insurer or Placer Title Company and the property is your primary residence; or
2. The transaction is a loan, the purpose of which is to rebuild the improvements on the property as a result of a governmentally declared disaster; or
3. The property is being purchased or encumbered by a religious, charitable or nonprofit organization for its use within the normal activities for which such entity was intended.

Please advise the company if you believe any of the above discounts apply.

**\*\*\* LENDER'S NOTE \*\*\***

In accordance with Executive Order 13224, and the USA Patriot Act, **PLACER TITLE COMPANY** compares the names of parties to the proposed transaction to the Specially Designated Nationals and Blocked Persons (SDN List) maintained by the United States Office of Foreign Asset Control.

**\*\*\* BUYER'S NOTE \*\*\***

If an ALTA Residential Owner's Policy is requested and if the property described herein is determined to be eligible for this policy, the following Exceptions From Coverage will appear in the policy:

1. Taxes or assessments which are not shown as liens by the public records or by the records of any taxing authority.
2. (a) Water rights, claims or title to water; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) unpatented mining claims; whether or not the matters exception under (a), (b) or (c) are shown by the public records.
3. Any rights, interest or claims of parties in possession of the land which are not shown by the public records.
4. Any easements or liens not shown by the public records. This exception does not limit the lien coverage in Item 8 of the Covered Title Risks.
5. Any facts about the land which a correct survey would disclose and which are not shown by the public records. This exception does not limit the forced removal coverage in Item 12 of the Covered Title Risks.

**CLTA PRELIMINARY REPORT FORM**  
**Attachment One (Rev 06-05-14)**  
**CALIFORNIA LAND TITLE ASSOCIATION STANDARD COVERAGE POLICY - 1990**  
**EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance or governmental regulation (including but not limited to building or zoning laws, ordinances, or regulations) restricting, regulating, prohibiting or relating (i) the occupancy, use, or enjoyment of the land; (ii) the character, dimensions or location of any improvement now or hereafter erected on the land; (iii) a separation in ownership or a change in the dimensions or area of the land or any parcel of which the land is or was a part; or (iv) environmental protection, or the effect of any violation of these laws, ordinances or governmental regulations, except to the extent that a notice of the enforcement thereof or a notice of a defect, lien, or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.  
(b) Any governmental police power not excluded by (a) above, except to the extent that a notice of the exercise thereof or notice of a defect, lien or encumbrance resulting from a violation or alleged violation affecting the land has been recorded in the public records at Date of Policy.
2. Rights of eminent domain unless notice of the exercise thereof has been recorded in the public records at Date of Policy, but not excluding from coverage any taking which has occurred prior to Date of Policy which would be binding on the rights of a purchaser for value without knowledge.
3. Defects, liens, encumbrances, adverse claims or other matters:  
(a) whether or not recorded in the public records at Date of Policy, but created, suffered, assumed or agreed to by the Insured claimant;  
(b) not known to the Company, not recorded in the public records at Date of Policy, but known to the insured claimant and not disclosed in writing to the Company by the insured claimant prior to the date the insured claimant became an insured under this policy;  
(c) resulting in no loss or damage to the insured claimant;  
(d) attaching or created subsequent to Date of Policy; or  
(e) resulting in loss or damage which would not have been sustained if the insured claimant had paid value for the insured mortgage or for the estate or interest insured by this policy.
4. Unenforceability of the lien of the insured mortgage because of the inability or failure of the insured at Date of Policy, or the inability or failure of any subsequent owner of the indebtedness, to comply with the applicable doing business laws of the state in which the land is situated.
5. Invalidity or unenforceability of the lien of the insured mortgage, or claim thereof, which arises out of the transaction evidenced by the insured mortgage and is based upon usury or any consumer credit protection or truth in lending law.
6. Any claim, which arises out of the transaction vesting in the insured the estate of interest insured by this policy or the transaction creating the interest of the insured lender, by reason of the operation of federal bankruptcy, state insolvency or similar creditors' rights laws.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I**

This policy does not insure against loss or damage (and the Company will not pay costs, attorneys' fees or expenses) which arise by reason of:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.

**EXCEPTIONS FROM COVERAGE - SCHEDULE B, PART I (continued)**

2. Any facts, rights, interests, or claims which are not shown by the public records but which could be ascertained by an inspection of the land or which may be asserted by persons in possession thereof.
3. Easements, liens or encumbrances, or claims thereof, not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b) or (c) are shown by the public records.
6. Any lien or right to a lien for services, labor or material not shown by the public records.

**CLTA/ALTA HOMEOWNER'S POLICY OF TITLE INSURANCE (12-02-13)  
EXCLUSIONS**

In addition to the Exceptions in Schedule B, You are not insured against loss, costs, attorneys' fees, and expenses resulting from:

1. Governmental police power, and the existence or violation of those portions of any law or government regulation concerning: a) building; b) zoning; c) land use; d) improvements on the Land; e) land division; and f) environmental protection. This Exclusion does not limit the coverage described in Covered Risk 8.a., 14, 15, 16, 18, 19, 20, 23 or 27.
2. The failure of Your existing structures, or any part of them, to be constructed in accordance with applicable building codes. This Exclusion does not limit the coverage described in Covered Risk 14 or 15.
3. The right to take the Land by condemning it. This Exclusion does not limit the coverage described in Covered Risk 17.
4. Risks: a) that are created, allowed, or agreed to by You, whether or not they are recorded in the Public Records; b) that are Known to You at the Policy Date, but not to Us, unless they are recorded in the Public Records at the Policy Date; c) that result in no loss to You; or d) that first occur after the Policy Date - this does not limit the coverage described in Covered Risk 7, 8.e., 25, 26, 27 or 28.
5. Failure to pay value for Your Title.
6. Lack of a right: a) to any land outside the area specifically described and referred to in paragraph 3 of Schedule A; and b) in streets, alleys, or waterways that touch the Land. This Exclusion does not limit the coverage described in Covered Risk 11 or 21.
7. The transfer of the Title to You is invalid as a preferential transfer or as a fraudulent transfer or conveyance under federal bankruptcy, state insolvency, or similar creditors' rights laws.
8. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
9. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**LIMITATIONS ON COVERED RISKS**

Your insurance for the following Covered Risks is limited on the Owner's Coverage Statement as follows:

- For Covered Risk 16, 18, 19, and 21 Your Deductible Amount and Our Maximum Dollar Limit of Liability shown in Schedule A.

The deductible amounts and maximum dollar limits shown on Schedule A are as follows:

	Your Deductible Amount	Our Maximum Dollar Limit of Liability
Covered Risk 16:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$10,000.00
Covered Risk 18:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 19:	1% of Policy Amount or \$5,000.00 (whichever is less)	\$25,000.00
Covered Risk 21:	1% of Policy Amount or \$2,500.00 (whichever is less)	\$5,000.00

**2006 ALTA LOAN POLICY (06-17-06)  
 EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;
 or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
 (b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 13, or 14); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury or any consumer credit protection or truth-in-lending law.
6. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 13(b) of this policy.

**EXCLUSIONS FROM COVERAGE (continued)**

7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the Insured Mortgage in the Public Records. This Exclusion does not modify or limit the coverage provided under Covered Risk 11(b).

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown by the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.

**2006 ALTA OWNER'S POLICY (06-17-06)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy, and the Company will not pay loss or damage, costs, attorneys' fees, or expenses that arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 6.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.

**EXCLUSIONS FROM COVERAGE (continued)**

3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 9 and 10); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Title.
4. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction vesting the Title as shown in Schedule A, is
  - (a) a fraudulent conveyance or fraudulent transfer; or
  - (b) a preferential transfer for any reason not stated in Covered Risk 9 of this policy.
5. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching between Date of Policy and the date of recording of the deed or other instrument of transfer in the Public Records that vests Title as shown in Schedule A.

The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

**EXCEPTIONS FROM COVERAGE**

This policy does not insure against loss or damage, and the Company will not pay costs, attorneys' fees or expenses, that arise by reason of:

[The above policy form may be issued to afford either Standard Coverage or Extended Coverage. In addition to the above Exclusions from Coverage, the Exceptions from Coverage in a Standard Coverage policy will also include the following Exceptions from Coverage:

1. (a) Taxes or assessments that are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the Public Records; (b) proceedings by a public agency that may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the Public Records.
2. Any facts, rights, interests, or claims that are not shown in the Public Records but that could be ascertained by an inspection of the Land or that may be asserted by persons in possession of the Land.
3. Easements, liens or encumbrances, or claims thereof, not shown by the Public Records.
4. Any encroachment, encumbrance, violation, variation, or adverse circumstance affecting the Title that would be disclosed by an accurate and complete land survey of the Land and that are not shown by the Public Records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water, whether or not the matters excepted under (a), (b), or (c) are shown by the Public Records.
6. Any lien or right to a lien for services, labor or material not shown by the Public Records.
7. [Variable exceptions such as taxes, easements, CC&R's, etc. shown here.]

**ALTA EXPANDED COVERAGE RESIDENTIAL LOAN POLICY (12-02-13)  
EXCLUSIONS FROM COVERAGE**

The following matters are expressly excluded from the coverage of this policy and the Company will not pay loss or damage, costs, attorneys' fees or expenses which arise by reason of:

1. (a) Any law, ordinance, permit, or governmental regulation (including those relating to building and zoning) restricting, regulating, prohibiting, or relating to
  - (i) the occupancy, use, or enjoyment of the Land;
  - (ii) the character, dimensions, or location of any improvement erected on the Land;
  - (iii) the subdivision of land; or
  - (iv) environmental protection;or the effect of any violation of these laws, ordinances, or governmental regulations. This Exclusion 1(a) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.  
(b) Any governmental police power. This Exclusion 1(b) does not modify or limit the coverage provided under Covered Risk 5, 6, 13(c), 13(d), 14 or 16.
2. Rights of eminent domain. This Exclusion does not modify or limit the coverage provided under Covered Risk 7 or 8.
3. Defects, liens, encumbrances, adverse claims, or other matters
  - (a) created, suffered, assumed, or agreed to by the Insured Claimant;
  - (b) not Known to the Company, not recorded in the Public Records at Date of Policy, but Known to the Insured Claimant and not disclosed in writing to the Company by the Insured Claimant prior to the date the Insured Claimant became an Insured under this policy;
  - (c) resulting in no loss or damage to the Insured Claimant;
  - (d) attaching or created subsequent to Date of Policy (however, this does not modify or limit the coverage provided under Covered Risk 11, 16, 17, 18, 19, 20, 21, 22, 23, 24, 27 or 28); or
  - (e) resulting in loss or damage that would not have been sustained if the Insured Claimant had paid value for the Insured Mortgage.
4. Unenforceability of the lien of the Insured Mortgage because of the inability or failure of an Insured to comply with applicable doing-business laws of the state where the Land is situated.
5. Invalidity or unenforceability in whole or in part of the lien of the Insured Mortgage that arises out of the transaction evidenced by the Insured Mortgage and is based upon usury, or any consumer credit protection or truth-in-lending law. This Exclusion does not modify or limit the coverage provided in Covered Risk 26.
6. Any claim of invalidity, unenforceability or lack of priority of the lien of the Insured Mortgage as to Advances or modifications made after the Insured has Knowledge that the vestee shown in Schedule A is no longer the owner of the estate or interest covered by this policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11.
7. Any lien on the Title for real estate taxes or assessments imposed by governmental authority and created or attaching subsequent to Date of Policy. This Exclusion does not modify or limit the coverage provided in Covered Risk 11(b) or 25.
8. The failure of the residential structure, or any portion of it, to have been constructed before, on or after Date of Policy in accordance with applicable building codes. This Exclusion does not modify or limit the coverage provided in Covered Risk 5 or 6.
9. Any claim, by reason of the operation of federal bankruptcy, state insolvency, or similar creditors' rights laws, that the transaction creating the lien of the Insured Mortgage, is
  - (a) a fraudulent conveyance or fraudulent transfer, or
  - (b) a preferential transfer for any reason not stated in Covered Risk 27(b) of this policy.
10. Contamination, explosion, fire, flooding, vibration, fracturing, earthquake, or subsidence.
11. Negligence by a person or an Entity exercising a right to extract or develop minerals, water, or any other substances.

**NOTICE**

**FEDERAL FOREIGN INVESTMENT IN REAL PROPERTY TAX ACT OF 1980 (FIRPTA)**

Upon the sale of United States real property, by a non-resident alien, foreign corporation, partnership or trust, the Foreign Investment in Real Property Tax Act of 1980 (FIRPTA), and as revised by the Tax Reform Act of 1984 (26 USCA 897 (C)(1)(A)(1) and 26 USCA 1445) requires the transferee (Buyer) of real property to withhold Internal Revenue Service income taxes in an amount equal to ten (10%) percent of the sale price from seller's proceeds, if ANY of the following conditions are met:

- (1) The selling price is greater than \$300,000.00
- (2) The selling price is less than \$300,000 AND the purchaser does not intend to occupy the property as his residence for at least 50% of the time of the first two 12 month periods following the date of transfer.

Withholding is not required if both of the following conditions are met:

- (1) The selling price is less than \$300,000, and
- (2) The Buyer is acquiring the property as his residence, and the buyer or other qualifying family member will occupy the property for at least 50% of the time during each of the first 12-month periods following transfer of title to the buyer.

If the purchaser who is required to withhold income tax from the seller fails to do so, the purchaser is subject to fines and penalties as provided under Internal Revenue Code Section 1445. The seller may request a waiver or a reduced withholding amount by submitting a written request for a "qualifying statement" or "withholding certificate" (Form 8288-B) to:

Director, Internal Revenue Service  
Philadelphia Service Center  
P.O. Box 21086  
Philadelphia, PA 19114-0586

Escrow Holder will, upon written instructions from the purchaser, withhold Federal Income Tax from the seller and will deposit said tax with the Internal Revenue Service, together with IRS Forms 8288 and 8288-A. The fee charged for this service is \$25.00 payable to the escrow holder.

**CALIFORNIA WITHHOLDING**

In accordance with Sections 18662 and 18668 of the Revenue and Taxation Code, a transferee (Buyer) may be required to withhold an amount equal to 3 1/3 percent of the sales price or an alternative withholding amount certified to by the seller in the case of a disposition of California real property interest by either:

1. A seller who is an individual or when the disbursement instructions authorize the proceeds to be sent to a financial intermediary or the seller, OR
2. A corporate seller that has no permanent place of business in California.

The buyer may become subject to penalty for failure to withhold an amount equal to the greater of 10 percent of the amount required to be withheld or five hundred dollars (\$500).

However, notwithstanding any other provision included in the California statutes referenced above, no buyer will be required to withhold any amount or be subject to penalty for failure to withhold if:

1. The sales price of the California real property conveyed does not exceed one hundred thousand dollars (\$100,000.00), OR
2. The seller executes a written certificate, under the penalty of perjury, of any of the following:
  - a. The property qualifies as the seller's (or decedent's, if being sold by the decedent's estate) principal residence within the meaning of Internal Revenue Code (IRC) Section 121; or
  - b. The seller (or decedent, if being sold by the decedent's estate) last used the property as the seller's (decedent's) principal residence within the meaning of IRC Section 121 without regard to the two-year time period; or
  - c. The seller has a loss or zero gain for California income tax purposes on this sale; or
  - d. The property is being compulsorily or involuntarily converted and the seller intends to acquire property that is similar or related in service or use to qualify for non-recognition of gain for California income tax purposes under IRC Section 1033; or
  - e. If the transfer qualifies for non-recognition treatment under IRC Section 351 (transfer to a corporation controlled by the transferor) or IRC Section 721 (contribution to a partnership in exchange for a partnership interest); or
  - f. The seller is a corporation (or an LLC classified as a corporation for federal and California income tax purposes) that is either qualified through the California Secretary of State or has a permanent place of business in California; or
  - g. The seller is a partnership (or an LLC that is not a disregarded single member LLC and is classified as a partnership for federal and California income tax purposes) with recorded title to the property in the name of the partnership of LLC; or
  - h. The seller is a tax-exempt entity under either California or federal law; or
  - i. The seller is an insurance company, individual retirement account, qualified pension/profit sharing plan, or charitable remainder trust; or
  - j. The transfer qualifies as a simultaneous like-kind exchange within the meaning of IRC Section 1031; or
  - k. The transfer qualifies as a deferred like-kind exchange within the meaning of IRC Section 1031; or
  - l. The transfer of this property will be an installment sale that you will report as such for California tax purposes and the buyer has agreed to withhold on each principal payment instead of withholding the full amount at the time of transfer.

The Seller is subject to penalty for knowingly filing a fraudulent certificate for the purpose of avoiding the withholding requirement.

**NOTICE  
DEPOSIT OF FUNDS AND DISBURSEMENT DISCLOSURE**

Unless you elect otherwise (as described below), all funds received by (the "Company") in escrow will be deposited with other escrow funds in one or more non-interest bearing escrow accounts of the Company in a financial institution selected by the Company. The depositor acknowledges that the deposit of funds in a non-interest bearing demand account by Escrow Holder may result in said company receiving a range of economic benefits from the bank in the form of services, credits, considerations, or other things of value. The depositor hereby specifically waives any claim to such economic benefits payable to Escrow Holder resulting from non-interest bearing deposits. Unless you direct the Company to open an interest-bearing account (as described below), the Company shall have no obligation to account to you in any manner for the value of, or to compensate any party for, any benefit received by the Company and/or its affiliated company. Any such benefits shall be deemed additional compensation of the Company for its services in connection with the escrow.

If you elect, funds deposited by you prior to the close of escrow may be placed in an individual interest-bearing account arrangement that the Company has established with one of its financial institutions. You do not have an opportunity to earn interest on the funds deposited by a lender. If you elect to earn interest through this special account arrangement, the Company will charge you an additional fee of \$30.00 for the establishment and maintenance of the account. This fee compensates the Company for the costs associated with opening and managing the interest-bearing account, preparing correspondence/documentation, transferring funds, maintaining appropriate records for audit/reconciliation purposes, and filing any required tax withholding statements. It is important that you consider this cost in your decision since the cost may exceed the interest you earn.

Funds deposited in an interest-bearing account will be withdrawn from such account and deposited in the Company's general escrow trust account approximately two business days prior to the scheduled close of escrow or other disbursement of such funds. If you wish to have your funds placed in an interest-bearing account (with an accompanying charge of \$30.00), please mark below and sign and return this form to your escrow officer. In addition, you must complete and return IRS Form W-9. If you do not want to have your funds deposited in an interest-bearing account, you do not need to sign or return this notice and the Company will understand you to have elected to have your funds deposited in a non-interest bearing account. If you change your mind and later wish to have your funds placed in an interest-bearing account, please contact your escrow officer.

The funds you deposit are insured only to the limit provided by the Federal Deposit Insurance Corporation.

- PLEASE CONSIDER THIS MY/OUR INSTRUCTION TO PLACE MY/OUR DEPOSIT(S) IN A SEGREGATED, INTEREST BEARING ACCOUNT. I/WE UNDERSTAND THAT AN ADDITIONAL FEE OF \$50.00 WILL BE CHARGED FOR THIS SERVICE. I/WE HAVE READ AND UNDERSTAND ALL OF THE ABOVE INFORMATION.

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Social Security Number

\_\_\_\_\_  
Date

## PRIVACY POLICY NOTICE

### Purpose Of This Notice

Title V of the Gramm-Leach-Bliley Act (GLBA) generally prohibits any financial institution, directly or through its affiliates, from sharing nonpublic personal information about you with a nonaffiliated third party unless the institution provides you with a notice of its privacy policies and practices, such as the type of information that it collects about you and the categories of a persons or entities to whom it may be disclosed. In compliance with the GLBA, we are providing you with this document which notifies you of the privacy policies and practices of:

AGTIC Title Insurance Company  
American Guaranty Title Insurance Company  
Montana Title and Escrow Company  
National Closing Solutions  
National Closing Solutions of Alabama, LLC  
National Closing Solutions of Arkansas, LLC  
North Idaho Title Insurance Company  
North American Title Insurance Company

Old Republic National Title Insurance Company  
Placer Title Company  
Placer Title Insurance Agency of Utah  
Stewart Title Guaranty Company  
Stewart Title Insurance Company  
Westcor Land Title Insurance Company  
Wyoming Title and Escrow Company

We may collect nonpublic personal information about you from the following sources:

- Information we receive from you, such as an application or other forms.
- Information about your transactions we secure from our files, or from our affiliates or others.
- Information we receive from a consumer reporting agency.
- Information we receive from others involved in your transaction, such as the real estate agent or lender.

Unless it is specifically stated otherwise in an amended Privacy Policy Notice, no additional nonpublic personal information will be collected about you.

We may disclose any of the above information that we collect about our customers or former customers to our affiliates or to nonaffiliated third parties as permitted by law.

We also may disclose this information about our customers or former customers to the following types of nonaffiliated companies that perform marketing services on our behalf or with whom we have joint marketing agreements:

- Financial service providers such as companies engaged in banking, consumer finances, securities and insurance.
- Nonfinancial companies such as envelope stuffers and other fulfillment service providers.

**We do not disclose any nonpublic personal information about you with anyone for any purpose that is not specifically permitted by law.**

We restrict access to nonpublic personal information about you to those employees who need to know that information in order to provide products or services to you. We maintain physical, electronic and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.



**Recording Requested By:**  
City of Kerman  
No. Fee-Govt. Code Sections  
6103 and 27383

**When Recorded Mail to:**  
City Clerk  
City of Kerman  
850 S. Madera Ave.  
Kerman, CA 93630

APN: 023-060-505 (PORTION)

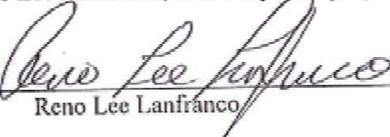
SPACE ABOVE THIS LINE IS FOR THE RECORDER'S USE

### DEED OF EASEMENT

Reno Lee Lanfranco, as his separate property, GRANTOR, hereby GRANTS to the City of Kerman, a California municipal corporation, GRANTEE, an easement for public pedestrian purposes, over, under, across, and through that certain real property situated in the City of Kerman, County of Fresno, State of California, described and shown as follows:

See EXHIBITS "A" and "B", which are attached hereto and made a part thereof.

Reno Lee Lanfranco, as his separate property

By:   
Reno Lee Lanfranco

Date: 6-30-2016

### ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California  
County of Fresno )

On June 30, 2016 before me, Daryl L. Balch  
(Insert name and title of the officer)

personally appeared Reno Lee Lanfranco -----  
who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature *Daryl L. Balch* (Seal)

Exhibit "A"

PEDESTRIAN EASEMENT  
APN: 023-060-50S (PORTIONS)

All those portions of Parcel 2 of Parcel Map No. 90-02, according to the map thereof recorded in Book 53 of Parcel Maps, Page 66, Fresno County Records, in the City of Kerman, County of Fresno, State of California, described as follows:

**AREA 1**

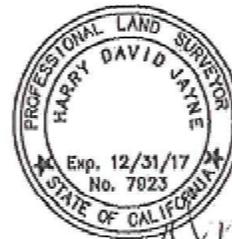
BEGINNING at the Northwest corner of said Parcel 2; thence North 89°18'21" East, 510.70 feet along the North line of said Parcel 2; thence South 44°21'07" West, 14.14 feet to a point on a line 10.00 feet South of and parallel with said North line; thence South 89°18'21" West, 500.92 feet along said parallel line to a point on the West line of said Parcel 2; thence North 0°34'00" East, 10.00 feet along said West line to the POINT OF BEGINNING.

Containing 5,058.1 square feet, more or less.

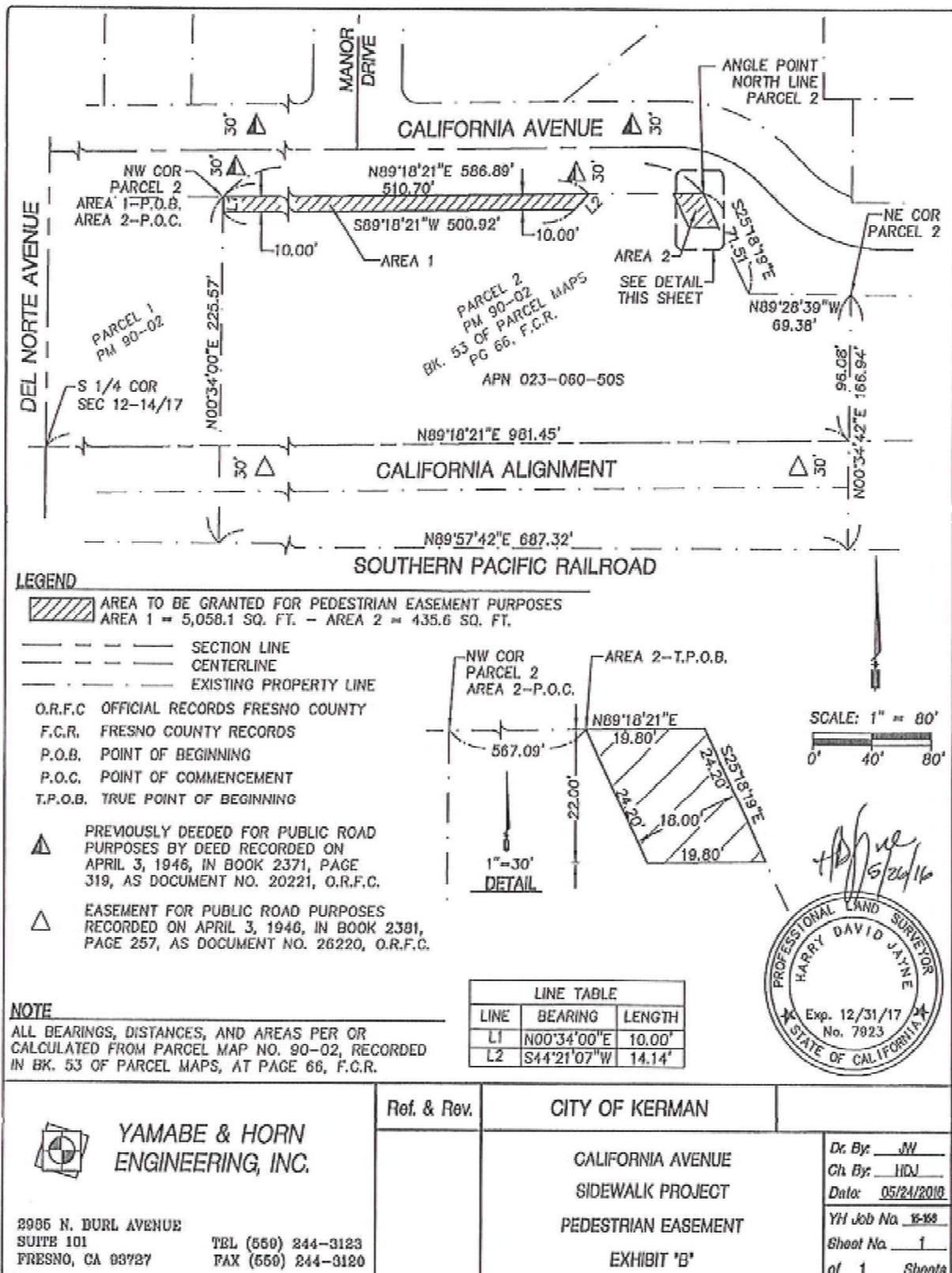
**AREA 2**

COMMENCING at the Northwest corner of said Parcel 2; thence North 89°18'21" East, 567.09 feet along the North line of said Parcel 2, to the TRUE POINT OF BEGINNING of this description; thence continuing North 89°18'21" East, 19.80 feet along said North line to an angle point in said North line; thence South 25°18'19" East, 24.20 feet along the Northerly line of said Parcel 2, to a point on a line 22.00 feet South of and parallel with the North line of said Parcel 2; thence South 89°18'21" West, 19.80 feet along said parallel line to a point on a line 18.00 feet West of and parallel with the last said Northerly line of said Parcel 2; thence North 25°18'19" West, 24.20 feet along said parallel line to the TRUE POINT OF BEGINNING.

Containing 435.6 square feet, more or less.



*Handwritten signature and date:* HDJ/ne 5/26/16



F:\2015\15-156\dwg\Exhibits\Easement Diagrams\15-156\_PE\_EAS (608).dwg



# City of Kerman

*"Community Comes First"*

MAYOR  
Stephen Hill

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Rhonda Armstrong

COUNCIL MEMBER  
Kevin Nehring

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: CITY MANAGER  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To: Mayor and City Council  
From: John Kunkel, City Manager  
Subject: Request by Tim Bakman

## RECOMMENDATION

Council consider request and direct staff accordingly.

## EXECUTIVE SUMMARY

Mr. Tim Bakman addressed the Council at the June 15, 2016 meeting under public comment. He presented a drawing of the proposed renovation of his property located on the Southwest corner of Highway 145 and Whitesbridge Road.

He is currently attempting to lease to the Fresno County Department of Social Services and relocate their office to his renovated facility.

The Department is currently located in another building within the Kerman City limits. Mr. Bakman is asking for a letter from the City supporting the project and the relocation of the Department to the new facility.

## OUTSTANDING ISSUES

It should be noted that depending on the status of the County negotiations with the other property owner, certain actions taken by the City could be viewed as interference with an economic interest and expose the City to liability.

## FISCAL IMPACT

None

## PUBLIC HEARING

None



# City of Kerman

*"Community Comes First"*

MAYOR            MAYOR PRO-TEM  
Stephen Hill    Gary Yep

COUNCIL MEMBER    COUNCIL MEMBER    COUNCIL MEMBER  
Rhonda Armstrong    Kevin Nehring    Bill Nijjer

DEPARTMENT: CITY MANAGER  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To:            Mayor and City Council  
From:        John Kunkel, City Manager  
Subject:     Consideration of Agreement with Willow Partners, LLC.

## RECOMMENDATION

Council adopt a Resolution Waiving Certain Impact Fees for Willow Partners, LLC's Gateway Villas Affordable Housing Project, Providing for Restoration of Funds from Non-Impact Fee Sources, Making Public Benefit Findings, and Approving Agreement with Willow Partners LLC Regarding Payment of Impact Fees.

## EXECUTIVE SUMMARY

At the June 15 meeting council directed staff to bring back an appropriate resolution, agreement and related documents waiving Impact Fees in the amount of \$412,848.00 for Willow Partners, LLC.'s proposed project, Gateway Villas Apartments.

Willow Partners is proposing a 61 unit, low income, multi family development at the northeast corner of Siskiyou and Gateway Avenues. This project will mirror the Hacienda Heights project located across the street and will also be developed by Willow Partners, LLC..

The proposed project will help the City meet its low income housing element requirement which was noted as deficient in the recent Multi-Jurisdictional Housing Element.

This type of project is in competition with other proposed projects in the state, and an area considered in granting and scoring of a project is the "participation" of the City. One of the ways this is shown is by the waiving or paying of certain fees by the City. While traditionally Kerman has not waived fees, for the Hacienda Heights project, all impact fees were payed by the City's Redevelopment Agency. Unfortunately, the RDA is no longer a resource available to the City.

Staff recommended the city consider assuming the liability for the following fees outlined in Attachment 'A'. Including fee codes: 110,140,170,180, 580, 590, 910, 920, 930 and the Outside Travel Lane Fee.

The total of the fees is \$412,848.00. The developer will be responsible for all water, sewer and storm drain fees which total \$381,067.00.

The resolution provides that the City shall pay the Impact Fees that are being waived for Willow Partners LLC in equal annual instalments of \$82,561.69 to the respective Impact Fee accounts over five years.

#### OUTSTANDING ISSUES

None

#### FISCAL IMPACT

The City would be responsible for paying \$412,848.00 in Development Fees over a five year period as outlined above.

#### PUBLIC HEARING

None

#### Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 16-\_\_

A RESOLUTION OF CITY COUNCIL OF THE CITY OF KERMAN WAIVING CERTAIN IMPACT FEES FOR WILLOW PARTNERS, LLC.'S GATEWAY VILLAS AFFORDABLE HOUSING PROJECT, PROVIDING FOR CITY'S RESTORATION OF FUNDS FROM NON-IMPACT FEE SOURCES, MAKING PUBLIC BENEFIT FINDINGS, AND APPROVING AGREEMENT WITH WILLOW PARTNERS, LLC.

WHEREAS, the City of Kerman finds that the City is committed to increasing the supply of safe, decent, accessible, affordable housing units as set forth in the 2016 Housing Element of the General Plan; and

WHEREAS, the need in the City for housing for low and very low income families is well documented in the City's Housing Element; and

WHEREAS, as set forth in the Housing Element, the City has historically facilitated development of affordable housing through fee waivers and deferments; and

WHEREAS, under the Housing Element, the City is required to expand its affordable housing inventory by 226 units in the next eight years; and

WHEREAS, on June 1, 2016, the City Council held a public hearing to consider a General Plan Amendment, and Conditional Use Permit for an affordable housing project proposed by Willow Partners, LLC. called Gateway Villas Apartments and approved the General Plan Amendment and Conditional Use Permit; and

WHEREAS, on June 16, 2016, the City Council held a public hearing to consider the related rezone application for the Gateway Villas Apartments (the "Project") and approved the rezone application; and

WHEREAS, Willow Partners, LLC. requested financial assistance from the City to help enhance the ability for the Project to be awarded tax credits by the California Tax Allocation Committee and thereby assure the viability of completing the Project; and

WHEREAS, on June 16, 2016, the City Council considered the waiver of Impact Fees regarding the Project and directed staff to prepare an appropriate resolution, agreement, and related documents waiving Impact Fees in the amount of \$412,848.00 to Willow Partners, LLC. for the Project; and

WHEREAS, in order to achieve the production of safe, decent, accessible, affordable housing units, the City desires to provide a measure of fee relief in the form of a fee waiver of Impact Fees; and

WHEREAS, as set forth in the Housing Element, the City has historically facilitated development of affordable housing through fee waivers and deferments; and

WHEREAS, the amount of any fee waiver for development mitigation impact fees will require the City's restoration of funds from non-impact fee sources to ensure compliance with the Mitigation Fee Act (Gov't Code §§ 66000, *et seq.*); and

WHEREAS, the City Council finds that a fee waiver will ensure successful construction of the Gateway Villas Project consisting of 61 affordable housing units; and

WHEREAS, completion of the Project will help the City to comply with the Housing Element and will be beneficial to the City in obtaining other state grant funds.

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

SECTION 1. The foregoing recitals are incorporated herein by reference.

SECTION 2. Based on the foregoing recitals and the administrative record, the Council finds it is in the public interest of the City and its residents to waive fees in the amount of \$412,808.00 to Willow Partners.

SECTION 3. The City shall provide a waiver of development impact fees to Willows Partners, LLC the Gateway Villas affordable housing development as follows:

CODE	FEE	QUAN		RATE	AMOUNT
110	ADMINISTRATIVE FEE	61	UN	\$ 475	\$ 28,975
140	PUBLIC BUILDING FACILITIES	61	UN	\$ 629	\$ 38,369
170	GENERAL PLAN UPDATE	61	UN	\$ 296	\$ 18,056
180	FIRE STATION & EQUIPMENT	61	UN	\$ 442	\$ 26,962
580	PARKS - DEVELOPMENT	61	UN	\$ 2,706	\$165,066
590	PARKS – QUIMBY	61	UN	\$ 759	\$ 46,299
910	MAJOR STREETS	61	UN	\$ 1,049	\$ 63,989
920	STREET SIGNALS	61	UN	\$ 76	\$ 4,636
930	RAILROAD CROSSINGS	61	UN	\$ 125	\$ 7,625
	OUTSIDE TRAVEL LANE	61	UN	\$ 211	\$ 12,871
<b>TOTAL</b>					\$ 412,848

SECTION 4. The waiver is subject to execution of the "Agreement By and Between the City and Willow Partners, LLC. Relating to the Gateway Villas Apartments Affordable Housing Project and Payment of Associated Impact Fees" attached hereto as Exhibit 'A' and incorporated by reference.

SECTION 5. The financial assistance to Willow Partners, LLC. for the Gateway Villas Project is for three years from the date of award of tax credits by the California Tax Allocation Committee.

SECTION 6. The City shall be responsible for payment of the Impact Fees set forth in Section 3 of this Resolution. The City shall make equal annual installments of \$82,561.60 to the subject Development Impact Fee accounts over five years or until such time as the debt is fully paid with no interest accruing.

SECTION 7. The City Manager is authorized to execute the Agreement referenced in Sections 4.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 6th day of 2016 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

---

Stephen Hill  
Mayor

ATTEST:

---

Marci Reyes  
City Clerk

Exhibit 'A'

RECORDING REQUESTED BY

City of Kerman

(Exempt from Recording Fees  
Pursuant to Government Code  
Section 27383 -Benefits City)

AND WHEN RECORDED MAIL TO:

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

SPACE ABOVE THIS LINE FOR RECORDERS USE

**GATEWAY VILLAS APARTMENTS AFFORDABLE HOUSING  
PROJECT AND PAYMENT OF ASSOCIATED IMPACT FEES AGREEMENT**

This Gateway Villas Apartments Affordable Housing Project and Payment of Associated Impact Fees Agreement ("Agreement") is made by and between the City of Kerman, a municipal corporation (herein after the "City"), and Willow Partners LLC ("Developer").

**RECITALS**

A. This Agreement is entered in order to achieve the production of safe, decent, accessible, affordable housing units in the City of Kerman.

B. Developer owns in fee or has a legal or equitable interest in certain real property described in Exhibit A attached hereto and incorporated herein by reference and located in the incorporated area of the City of Kerman (herein the "Property"). Developer seeks to develop affordable housing known as Gateway Villas Apartments ("Project") on the Property. The Project is a 61 Unit apartment complex which will provide affordable housing in the City.

C. City has held public hearings and granted the Developer the following land use entitlement approvals (hereafter, "Project Approvals") relating to the Project which are incorporated and made part of this Agreement:

1. General Plan Amendment 16-02
2. Rezone 16-01
3. Conditional Use Permit 16-02

E. Developer has requested financial assistance from the City to help enhance the ability for the Project to be awarded tax credits by the California Tax Allocation Committee and thereby assure the viability of completing the Project.

F. On June 15, 2016, the City Council considered the waiver of Impact Fees regarding the Project and directed staff to prepare an appropriate resolution, agreement, and related documents waiving Impact Fees in the amount of \$412,848.00 to Willow Partners LLC for the Project.

G. Completion of the Project is in the best interest of the City and its residents.

H. The City desires to provide a measure of fee relief to Willow Partners LLC in the form of a fee waiver of Impact Fees.

I. This Agreement is voluntarily entered into by the Developer in order to receive financial assistance from the City in the form of the waiver of Impact Fees for the development of the Property. This Agreement is voluntarily entered into by the City in the exercise of its legislative discretion in order to implement the Housing Element and in consideration of the agreements and undertakings of the Developer hereunder.

J. This Agreement sets forth the City's obligation to provide a waiver of certain Impact Fees for the Project and Developer's obligation to complete the Project in accordance with Project Approvals and in compliance with all applicable laws as well as to maintain the Project as affordable housing.

## AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, and the promises conditions and covenants set forth in this Agreement for the benefit of the health, safety and welfare of the public, the City and Developer do hereby mutually understand and agree as follows:

### ARTICLE 1. GENERAL PROVISIONS

Section 100. Property Description and Binding Covenants. The Property is that property described in Exhibit A, which consists of a map showing its location and boundaries and a legal description. The Developer represents that it has the legal or equitable interest in the Property and that all other persons holding legal or equitable interests in the Property (excepting owners or claimants in easements) agree to be bound by this Agreement. The Parties intend and determine that the provisions of this Agreement shall constitute covenants which shall run with said Property, and the burdens and benefits hereof shall bind and inure to all successors in interest to the Parties hereto.

Section 101. Effective Date and Time. The effective date of this Agreement shall be \_\_\_\_\_. The term of this Agreement (the "Term") shall commence upon the effective date and shall extend for a period of three years thereafter, unless said Term is terminated, modified, or extended by mutual consent of the Parties. Following the expiration date of said Term, this Agreement shall be deemed terminated and of no further force and effect except that the covenants running with the land with respect to housing affordability shall continue as set forth in Section 203.

Section 102. Equitable Servitudes and Covenants Running with the Land.

A. All provisions of this Agreement shall be enforceable as equitable servitudes and constitute covenants running with the land. Each covenant to do or refrain from doing some act with regard to the development of the Property: (a) is for the benefit of and is a burden upon the Property; (b) runs with the Property and each portion thereof; and (c) is binding upon each Party and each successor in interest during ownership of the Property or any portion thereof.

B. This Agreement shall be a covenant running with the land pursuant to any and all applicable laws, including, but not limited to, Section 1468 of the Civil Code of the State of California, and shall be binding on and inure to the benefit of the Parties, their respective heirs, successors and assigns. The rights and obligations conferred or imposed pursuant to this Agreement upon the Parties shall not be transferred or assigned to any other party except together with the sale or assignment of the real property that is subject to this Agreement.

Section 103. Right to Assign; Non-Severable Obligations.

A. The Developer shall have the right to sell, encumber, convey, assign, or otherwise transfer (collectively "assign"), in whole or in part, its rights, interests, and obligations under this Agreement to a third party during the term of this Agreement subject to the terms and conditions of this Agreement.

B. No assignment shall be effective until the City, by action of the City Council, approves the assignment. Approval shall not be unreasonably withheld. The City may consider the following:

1. The assignee (or the guarantor of the assignee's performance) has the financial ability to meet the obligations proposed to be assigned and to undertake and complete the obligations of this Agreement affected by the assignment; and

2. The proposed assignee has adequate experience with affordable residential developments of comparable scope and complexity to the Project.

C. Any request for City approval of an assignment shall be in writing and accompanied by certified financial statements of the proposed assignee and any additional information concerning the identity, financial condition and experience of the assignee as the City may reasonably request; provided that, any such request for additional information shall be made, if at all, not more than fifteen (15) business days after the City's receipt of the request for approval of the proposed assignment. The City shall respond to the proposed assignment within 60 days of receipt.

Section 104. Notices. Formal written notices, demands, correspondence and communications between the City and the Developer shall be sufficiently given if dispatched by certified mail, postage prepaid, to the principal offices of the City and the Developer, as set forth in Article 6 hereof. Such written notices, demands, correspondence and communications may be directed in the same manner to such other persons and addresses as either Party may from time to time designate.

Section 105. Amendment of Agreement. This Agreement may be amended only in writing and subject to approval of the City Council of the City of Kerman and the approval of Willow Partners LLC.

**ARTICLE 2. OBLIGATIONS OF DEVELOPER**

Section 200. Development Standards. The Developer hereby agrees to develop the Project in accordance with the Project Approvals and this Agreement. In addition to the conditions of approval contained in the Project Approvals, the Developer will meet all obligations required by the California Tax Allocation Committee.

Section 201. City Fees. Except for those Impact Fees expressly set forth as waived under this Agreement, Developer shall pay all other Impact Fees and Development Processing Fees.

Section 202. Time for Performance. In the event Developer does not complete the Project within the Term of this Agreement, Developer shall be obligated to pay to City all the Impact Fees that are subject to waiver under this Agreement.

Section 203. Permitted Use of Property. The Developer and successors in interest shall use and maintain the Property solely for providing low and very low affordable housing. This requirement constitutes a covenant running with the land and shall remain in effect for 45 years from the effective date of this Agreement.

**ARTICLE 3. OBLIGATIONS OF CITY**

Section 300. Waiver of Certain Impact Fees. The City hereby agrees to waive the following Impact Fees for the Developer:

GATEWAY VILLAS APARTMENTS  
 MARCH 10, 2016  
 MULTI-FAMILY FEE SCHEDULE

61 UNITS

CODE	FEE	QUAN		RATE	AMOUNT
110	ADMINISTRATIVE FEE	61	UN	\$ 475	\$ 28,975
140	PUBLIC BUILDING FACILITIES	61	UN	\$ 629	\$ 38,369
170	GENERAL PLAN UPDATE	61	UN	\$ 296	\$ 18,056
180	FIRE STATION & EQUIPMENT	61	UN	\$ 442	\$ 26,962
580	PARKS - DEVELOPMENT	61	UN	\$ 2,706	\$165,066
590	PARKS - QUIMBY	61	UN	\$ 759	\$ 46,299
910	MAJOR STREETS	61	UN	\$ 1,049	\$ 63,989
920	STREET SIGNALS	61	UN	\$ 76	\$ 4,636
930	RAILROAD CROSSINGS	61	UN	\$ 125	\$ 7,625
	OUTSIDE TRAVEL LANE	61	UN	\$ 211	\$ 12,871
<b>TOTAL</b>					\$ 412,848

**ARTICLE 4. DEFAULT, REMEDIES, TERMINATION**

Section 400. General Provisions. The failure of Developer to comply with any term or condition of or fulfill any obligation under this Agreement shall constitute a default by Developer under this Agreement.

In the event of default or breach of any terms or conditions of this Agreement, the Party alleging such default or breach shall give the other Party not less than thirty (30) days' notice in writing specifying the nature of the alleged default and the manner in which said default may be satisfactorily cured. During any such thirty (30) day period, the Party charged shall not be considered in default for purposes of termination or institution of legal proceedings.

After notice and expiration of the thirty (30) day period, if such default has not been cured or is not being diligently cured in the manner set forth in the notice, the other Party to this Agreement may at its option:

A. Terminate this Agreement, in which event neither Party shall have any further rights against or liability to the other with respect to this Agreement or the Property; or

B. Institute legal or equitable action to cure, correct or remedy any default, including but not limited to an action for specific performance of the terms of this Agreement;

C. In the event the affordability covenants are breached, Developer shall be obligated to repay the City the amount of the waived fees.

In no event shall either Party be liable to the other for money damages for any default or breach of this Agreement.

Section 402. Invalidity of Agreement.

A. If this Agreement shall be determined by a court to be invalid or unenforceable, this Agreement shall automatically terminate as of the date of final entry of judgment.

B. If any provision of this Agreement is rendered invalid or unenforceable according to the terms of any law which becomes effective after the date of this Agreement and either Party in good faith determines that such provision is material to its entering into this Agreement, either Party may elect to terminate this Agreement as to all obligations then remaining unperformed in accordance with the procedures set forth in Section 400.

**ARTICLE 5. PROJECT AS A PRIVATE UNDERTAKING**

Section 500. Project as a Private Undertaking. It is specifically understood and agreed by and between the Parties hereto that the development of the Property is a separately undertaken private development. No partnership, joint venture, or other association of any kind between the Developer and the City is formed by this Agreement.

**ARTICLE 6. NOTICES**

Section 600. Notices. All notices required by this Agreement shall be in writing and delivered in person or sent by certified mail, postage prepaid, to the addresses of the Parties as set forth below.

Notice required to be given to the City shall be addressed as follows:

City Manager  
City of Kerman  
850 S. Madera Ave.  
Kerman, CA 93630-1741

Notice required to be given to Developer shall be addressed as follows:

Willow Partners, LLC.  
310 N. Westlake Blvd, Ste. 210  
Westlake Village, CA 91362

Either Party may change the address stated herein by giving notice in writing to the other Party, and thereafter notices shall be addressed and transmitted to the new address.

#### ARTICLE 7. RECORDATION

Section 700. Recordation. When fully executed, this Agreement shall be recorded in the official records of Fresno County, California. Any amendments to this Agreement shall also be recorded in the official records of Fresno County.

#### ARTICLE 8. ENTIRE AGREEMENT

Section 800. Entire Agreement. This Agreement is executed in duplicate originals, each of which is deemed to be an original. This Agreement consists of seven pages, Exhibit A, and the Project Approvals as described in the recitals which Project Approvals are on file in the City Building and Planning Department and constitute the entire understanding and agreement of the Parties.

*Signatures on Page 7*

IN WITNESS WHEREOF, the City and the Developer have executed this Agreement as of the date set forth above.

The Parties have executed this Improvement Agreement on the day or days and year written below.

CITY

DEVELOPER

CITY OF KERMAN  
A municipal corporation

WILLOW PARTNERS, LLC.

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

\_\_\_\_\_  
\_\_\_\_\_

Date: \_\_\_\_\_, 2016

Date: \_\_\_\_\_, 2016

ATTEST:

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

Date: \_\_\_\_\_, 2016

APPROVED AS TO FORM:

\_\_\_\_\_  
Hilda Cantú Montoy, City Attorney

Date: \_\_\_\_\_, 2016

EXHIBIT 'A' (to agreement)  
Property Description  
(Legal Description and Photo of Property)

**LEGAL DESCRIPTION**

The land referred to herein is situated in the State of California, County of Fresno, City of Kerman and described as follows:

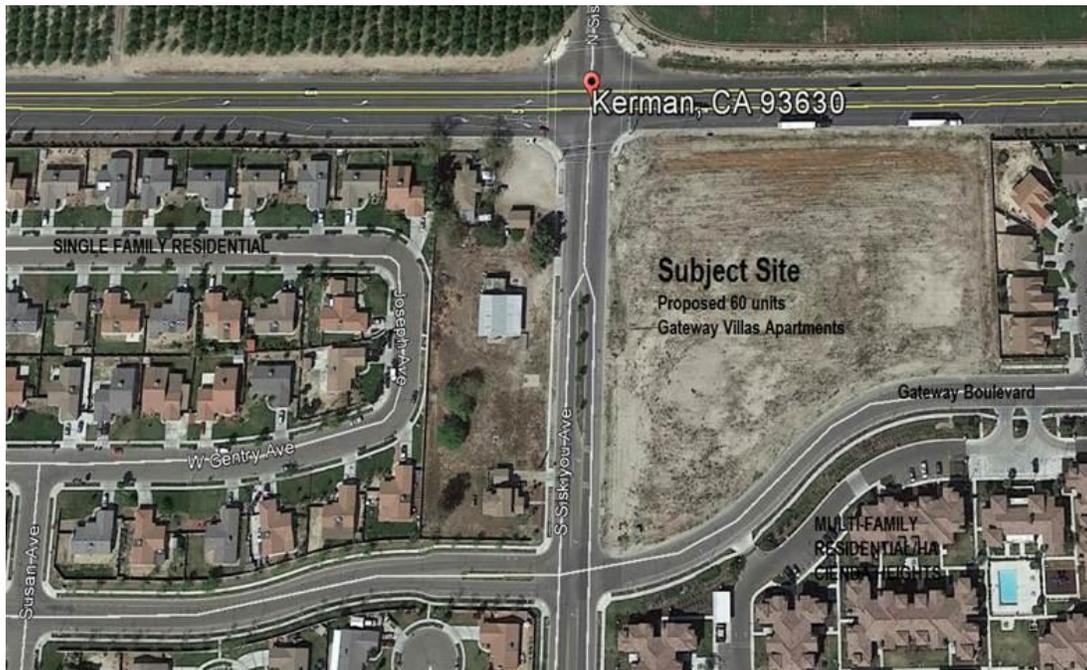
Lot 4 of Tract No.5750, in the City of Kerman, County of Fresno, State of California, as per Plat recorded November 21, 2006 in Book 78, Pages 23 and 24 of Plats, in the Office of the County Recorder of said County.

Excepting therefrom all oil, gas and other hydrocarbon substances in and under said premises, together with the right the full right and privilege to develop and remove the same, as reserved by WM.G. Kerckhoff Company, a corporation in deed recorded January 29, 1947 in Book 2486, Page 348, of Official Records.

APN: 023-700-04

(End of Legal Description)

**PHOTO OF PROPERTY**





# City of Kerman

*"Where Community Comes First"*

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

DEPARTMENT: PLANNING AND DEVELOPMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To: Mayor and City Council  
From: Jerry Jones, City Engineer  
Subject: Resolution Rejecting Bids for the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022)

## RECOMMENDATION

Council by motion adopt the resolution rejecting all bids for the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022), and direct the City Engineer to re-advertise for bids in Spring 2017.

## EXECUTIVE SUMMARY

The City has been allocated Safe Routes to School funding through the Active Transportation Program for the construction of pedestrian crossing safety improvements at four locations within the City. The locations are all adjacent to Kerman Unified Schools. Bids were received from three contractors on Thursday, June 9, 2016. All of the bids received were significantly higher than the estimated construction cost of \$199,000. The low bid received was in the amount of \$256,776.00, \$57,776 above the estimated cost. The higher than anticipated bid amounts are likely due to an increase in the amount of available construction work and a corresponding decrease in availability of local contractors to perform the work. Staff recommends that all bids received be rejected and the project be re-advertised in Spring 2017. By bidding the project in the spring, it is anticipated that the City will have an increase in bidder turnout, resulting in more competitive bid amounts.

## OUTSTANDING ISSUES

Due to the project locations being located adjacent to Kerman Unified Schools, it is in the best interest of the City, and each adjacent school, for construction to take place during the summer months when there is decreased activity at each school. Access to each school will be impacted by construction to some degree. The City intended to have construction substantially complete by the beginning of the 2016-2017 school year, but will no longer be able to do so.

As a condition of the Safe Routes to School funding, the City must award a construction contract within 6 months of construction funding allocation, which occurred on May 19, 2016. This will not be possible if the City intends to re-advertise in Spring 2017 to be ready to go to construction in Summer 2017. Staff have discussed this issue with Caltrans, who is responsible for administering the Safe Routes to School funding, and Caltrans Staff directed City Staff to submit a time extension request. The extension request will provide the City with an additional 6 months to award a construction contract. The extension request will be considered for approval by the California Transportation Commission at their August 2016 meeting. Caltrans Staff are confident that the extension request will be approved.

## DISCUSSION

In May 2014 the City applied for and was subsequently awarded Safe Routes to School funding through the Active Transportation Program for the construction of pedestrian crossing safety improvements at several locations. The project will consist of the construction of curb bulbouts and installation of high-visibility crosswalks and signage at four locations adjacent to Kerman Unified Schools in order to improve the safety of students walking or bicycling to school. The four locations are as follows:

1. Intersection of Siskiyou Avenue and E Street, adjacent to Liberty Elementary School
2. First Street south of G Street, adjacent to Kerman Middle School
3. Intersection of F Street and 9<sup>th</sup> Street, adjacent to Kerman-Floyd Elementary School
4. Intersection of F Street and Pacheco Drive, adjacent to Kerman-Floyd Elementary School

The four locations were selected based on discussion of safety concerns with Kerman Unified Staff, as well as field review of the existing crossings and traffic conditions. Attachment 'B' shows the locations of the improvements. The City was awarded \$250,000 in Safe Routes to School funding for the project.

Bids were received from three contractors on Thursday, June 9, 2016, and the results are as follows:

Contractor	Total Bid
DOD Construction	\$256,776.00
Hobbs Construction	\$279,893.00
R.J. Berry Jr., Inc.	\$316,127.00
Engineers Estimate	\$199,000.00

During the bidding process, Staff noticed very few contractors had purchased plans and specifications for the project. In an effort to increase bidder turnout, Staff contacted all of the contractors included on the City's Contractor Lists for the type of work to be performed for the project. Upon contact, a significant number of the contractors responded that they were too busy and would not be able to bid the work. The decrease in availability of local contractors is likely due to an increase in development related construction and the fact that bids were opened during early summer, the beginning of peak construction season.

## FISCAL IMPACT

The current funding allocated to the project is \$270,685, including Safe Routes to School funding in the amount of \$250,000 and Local Transportation Funds in the amount of \$20,685. If the City were to award the contract to the low bidder in the amount of \$256,776, the total estimated project cost would be \$329,000. The City would be required to allocate an additional \$58,315 to the project from Local Transportation Funds.

It is possible that re-advertising for bids in Spring 2017 will not result in lower bids for the project. If this occurs, Council will have to allocate additional Local Transportation Funds to the project or consider reducing the project scope.

Attachments:

- A. Resolution
- B. Vicinity Map

Attachment 'A'

RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
REJECTING BIDS FOR THE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT,  
STATE PROJECT NO. ATPL-5291(022)

WHEREAS, the Invitation to Bid for the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022), in the City of Kerman was published in the Kerman News on May 25, 2016 and was sent electronically and mailed to all construction trade journals specified for the City by the California Uniform Construction Cost Accounting Commission in accordance with the City's Formal Contract Procedures and California Public Contract Code Section 22037 and;

WHEREAS, the project consists of the construction of pedestrian crossing safety improvements at four locations adjacent to Kerman Unified Schools within the City of Kerman; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Kerman City Hall on June 9, 2016 at 2:00 p.m.:

Contractor	Total Bid
DOD Construction	\$256,776.00
Hobbs Construction	\$279,893.00
R.J. Berry Jr., Inc.	\$316,127.00

WHEREAS, the City Engineer's Estimate was \$199,000.00; and

WHEREAS, all bids received by the City substantially exceed the Engineer's Estimate for the project;

WHEREAS, the City Engineer recommends that the City Council reject all bids for the project;

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

1. All bids received by the City of Kerman on June 9, 2016 for the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022) are hereby rejected.
2. The City Engineer is authorized to submit a time extension request to the California Transportation Commission to extend the deadline to award a construction contract an additional 6 months.
3. The City Engineer is directed to re-advertise the project for bid in Spring 2017.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 6<sup>th</sup> day of July, 2016, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

---

Stephen B. Hill  
Mayor

ATTEST:

---

Marci Reyes  
City Clerk





# City of Kerman

*"Where Community Comes First"*

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

DEPARTMENT: PLANNING AND DEVELOPMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To: Mayor and City Council  
From: Jerry Jones, City Engineer  
Subject: Award of Contract for the Soroptimist Park Restroom Site Improvements Project, Community Development Block Grant Project No. 15371

## RECOMMENDATION

Council by motion adopt the resolution awarding the contract for the Soroptimist Park Restroom Site Improvements Project, Community Development Block Grant Project No. 15371, to Cable Links Construction in the amount of \$39,134.08, authorize the City Manager to sign the contract, and amend the Fiscal Year 2016-2017 City Budget to include \$15,000 from Park Development Impact Fees for the project.

## EXECUTIVE SUMMARY

The Soroptimist Park Restroom Site Improvements Project, Community Development Block Grant (CDBG) Project No. 15371, consists of the installation of utility services and construction of the building pad and concrete flatwork for the new pre-fabricated restroom building to be installed at Soroptimist Park. The proposed location of the restroom building is shown on the map included as Attachment 'B'. The City has received \$79,305 in CDBG funds for the installation of the restroom, including the purchase of the pre-fabricated restroom building. Bids were received from three contractors on Wednesday, June 1, 2016. The lowest responsive and responsible bidder was Cable Links Construction in the amount of \$39,134.08.

## OUTSTANDING ISSUES

None.

## DISCUSSION

The City submitted an application for CDBG funds for the Soroptimist Park ADA Restroom Improvements Project in September 2014 for fiscal year 2015-2016 CDBG funding. A total of \$79,305 of CDBG funding has been allocated to the overall project. The overall project consists of the installation of a pre-fabricated restroom building and associated infrastructure, including sewer, water, and electrical services, at Soroptimist Park. The pre-fabricated restroom building is being purchased by the City as a separate contract through a Cooperative Purchasing Program. The site improvements for the restroom building were bid separately from the purchase of the building.

Bids were received from three contractors on Wednesday, June 1, 2016, and the results are as follows:

Contractor	Total Bid
Cable Links Construction	\$39,134.08
Todd Companies	\$53,754.34
American Paving Co.	\$86,142.00
Engineers Estimate	\$33,000.00

We have reviewed the bid submitted by Cable Links Construction, along with information regarding their previous work experience. Based on our review, we have determined Cable Links Construction to be a responsible contractor.

#### FISCAL IMPACT

The total estimated project cost, including the pre-fabricated restroom building purchase, engineering, and construction management, is \$115,000. The City has allocated \$79,305 of CDBG funds and \$20,695 from the General Fund, for a total of \$100,000 for the project. This leaves a funding shortfall of \$15,000. The additional \$15,000 will be funded with Park Development Impact Fees. A budget amendment is required to allocate the additional \$15,000 to the project.

#### PUBLIC HEARING

Not Required.

Attachments:

- A. Resolution
- B. Restroom Location Map

Attachment 'A'

RESOLUTION NO. 16-\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
AWARDING CONTRACT TO CABLE LINKS CONSTRUCTION FOR THE  
SOROPTIMIST PARK RESTROOM SITE IMPROVEMENTS PROJECT,  
COMMUNITY DEVELOPMENT BLOCK GRANT PROJECT NO. 15371

WHEREAS, the Invitation to Bid for the Soroptimist Park Restroom Site Improvements Project, Community Development Block Grant Project No. 15371, was published in the Kerman News on May 11 and 18, 2016; and

WHEREAS, the project will consist of the installation of utility services and construction of the building pad and concrete flatwork for the pre-fabricated restroom building at Soroptimist Park in the City of Kerman; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Kerman City Hall on June, 1, 2016 at 3:00 p.m.:

Contractor	Total Bid
Cable Links Construction	\$39,134.08
Todd Companies	\$53,754.34
American Paving Co.	\$86,142.00

WHEREAS, the City Engineer's Estimate was \$33,000.

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

1. Upon the recommendation of the City Engineer that the Soroptimist Park Restroom Site Improvements Project, Community Development Block Grant Project No. 15371, be awarded to: Cable Links Construction, 5940 East Shields Avenue, Suite 101, Fresno, CA 93727 in the amount of Thirty-Nine Thousand One Hundred Thirty-Four Dollars and Eight Cents (\$39,134.08); and
2. The City Manager is authorized to sign the City's standard form of contract for construction projects, as contained in the bid package on behalf of the City of Kerman; and
3. The City of Kerman Fiscal Year 2016-2017 Budget shall be amended to include \$15,000 from Park Development Impact Fees for the project.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 6<sup>th</sup> day of July, 2016, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

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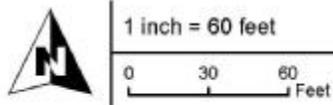
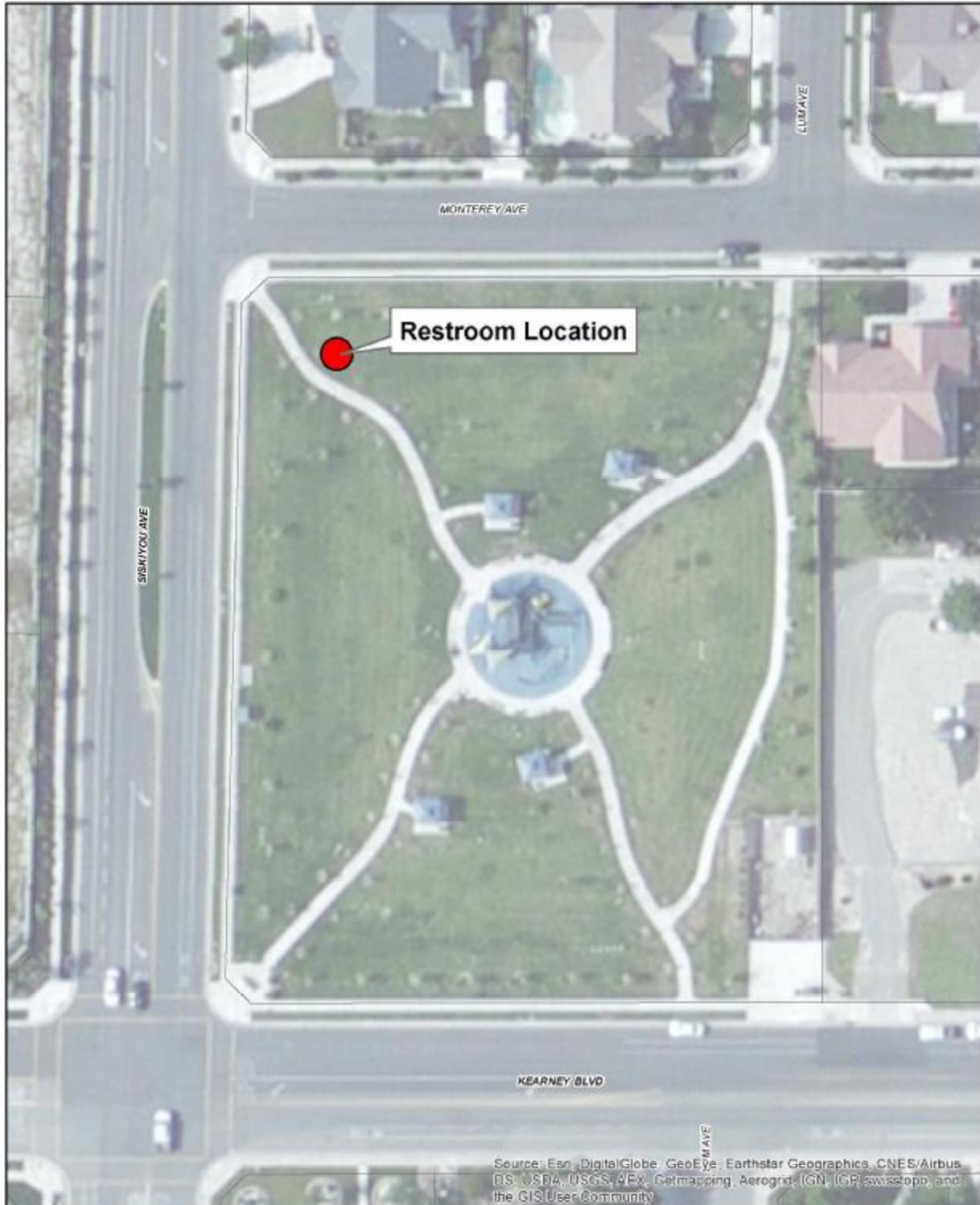
Stephen B. Hill  
Mayor

ATTEST:

---

Marci Reyes  
City Clerk

Attachment 'B'



**Soroptimist Park Restroom Location**





# City of Kerman

*"Community Comes First"*

MAYOR  
Stephen B. Hill

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Rhonda Armstrong

COUNCIL MEMBER  
Kevin Nehring

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: PLANNING AND  
DEVELOPMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To: Kerman City Council  
From: Olivia Pimentel, Planning Technician  
Subject: Introduction of Ordinance Repealing Chapter 13.06 of Title 13 of the Kerman Municipal Code and Adding New Chapter 13.06 to Title 13 of the Kerman Municipal Code Adopting by Reference the State Model Water Efficient Landscape Ordinance

## RECOMMENDATION:

Council by motion waive full reading and introduce Ordinance Repealing Chapter 13.06 of Title 13 of the Kerman Municipal Code and Adding new Chapter 13.06 to Title 13 of the Kerman Municipal Code Adopting by Reference the State Model Water Efficient Landscape Ordinance.

## EXECUTIVE SUMMARY:

Local agencies were required to adopt or amend their current Water Efficiency Landscape Ordinance that is as effective as the State's Model Water Efficient Landscape Ordinance (MWELo) in conserving water use in new development by December 1, 2015, and submit a copy of the adopted ordinance to the state by February 1, 2015. Because the city did not take action on a water efficient landscape ordinance by the specified dates, the State's Ordinance became effective by default. Additionally, the city's current ordinance does provide in KMC Section 13.06.010 that subsequent amendments by the State will be deemed to have the effect of amending the City's MWELo.

The City of Kerman did not meet the deadline due to transitioning of staff and has been enforcing the State's Model Water Efficient Landscape Ordinance (MWELo).

Staff has discussed the comprehensive details of the State's requirements and the four options that are available:

1. Adopt by reference Sections 490-495, Chapter 2.7, Division 2, Title 23 in the California Code of Regulations
2. Adopt the MWELo in detail - Sections 490-495, Chapter 2.7, Division 2, Title 23 in the California Code of Regulations

3. Amend an existing or adopt a new Local Ordinance or Regional Ordinance to meet the requirements contained in the regulations
4. Take no action and allow the MWELo to be in effect by default and pursuant to KMC Section 13.06.010.

Option 4 could lead to confusion as persons looking at the Kerman Municipal Code would be viewing an incomplete ordinance that has been amended by the state in great detail. Option 3 would take significant effort to reconcile the existing ordinance with the new MWELo. This leaves Options 1 and 2. After consideration, staff in consultation with the City Attorney has determined that it will be clearer to the public and clearer for staff to adopt the MWELo by reference. This will also eliminate future editing to meet State requirements.

Government Code Section 50022.1 et seq. provides that ordinances and codes of the federal, state, or any of their agencies may be adopted by the city by reference provided that prior to adoption a noticed public hearing has been held.

## DISCUSSION

Governor Brown's Drought Executive Order of April 1, 2015 (EO B-29-15) directed DWR to update the State's MWELo through expedited regulation. The California Water Commission approved the revised Ordinance on July 15, 2015.

By way of background the City adopted a model ordinance 2009 that was adopted by City Council on December 16, 2009. In 2006, Governor Schwarzenegger signed Assembly Bill 1881 amending the Water Conservation in the Landscape Act (Act). The bill required that all cities and counties were to update their local landscape ordinances by January 1, 2010. All cities had until this date to either adopt the state's MWELo or adopt their own local water efficient landscape ordinance. If a City adopted its own local ordinance, it must be at least as effective in achieving water use efficiency as the MWELo. The intent of the state's model ordinance is to achieve increased landscape water use efficiency in new development.

The most recent Executive Order of April 1, 2015, affects new development projects that include landscape areas of 500 sq. ft. or more that are subject to the Ordinance. This applies to residential, commercial, industrial and institutional projects that require a permit, plan check or design review. The previous landscape size threshold for new development projects ranged from 2500 sq. ft. to 5000 sq. ft.

The size threshold for existing landscapes that are being rehabilitated has not changed, remaining at 2500 sq. ft. Only rehabilitated landscapes that are associated with a building or landscape permit, plan check, or design review are subject to the Ordinance.

The new law's significant revisions are as follows:

### More Efficient Irrigation Systems

- Dedicated landscape water meters or sub-meters are required for residential landscapes over 5000 sq. ft. and non-residential landscapes over 1000 sq. ft.
- Irrigation systems are required to have pressure regulators and master shut-off valves.

- All irrigation emission devices must meet the national standard stated in the Ordinance to ensure that only high efficiency sprinklers are installed.
- Flow sensors that detect and report high flow conditions due to broken pipes and/or popped sprinkler heads are required for landscape areas greater than 5000 sq. ft.
- The minimum width of areas that can be overhead irrigated was changed from 8 feet to 10 feet; areas less than 10 feet wide must be irrigated with subsurface drip or other technology that produces no over spray or runoff.

#### Incentives for Graywater Usage

Landscapes under 2500 sq. ft. that are irrigated entirely with graywater or captured rainwater are subject only to the irrigation system requirements of Appendix D, Prescriptive Compliance Option.

#### Improvements in Onsite Stormwater Capture

Friable soil is required in planted areas to maximize water retention and infiltration. Four yards of compost per 1000 sq. ft. of area must be incorporated. Other recommended measures for increasing onsite stormwater retention are listed in the Ordinance.

#### Limiting the Portion of Landscapes that can be Planted with High Water Use Plants

The maximum amount of water that can be applied to a landscape reduced from 70% of the reference evapotranspiration (Eto) to 55% for residential landscape projects, and to 45% of Eto for non-residential projects. This water allowance reduces the landscape area that can be planted with high water use plants such as cool season turf.

#### Reporting Requirements

All local agencies will report on the implementation and enforcement of their ordinances to DWR by December 31, 2015. Local agencies developing a regional ordinance will report on their adopted regional ordinance by March 1, 2016. Reporting for all agencies will be due by January 31<sup>st</sup> of each year thereafter.

#### Prescriptive Checklist Option for Landscapes under 2500 sq. ft.

Projects with landscape areas under 2500 sq. ft. may comply with the performance requirements of the Ordinance or conform to the prescriptive measures contained in Appendix D. Many will find that the Appendix D checklist simplifies compliance.

If the local agencies have not adopted a local ordinance by the date the model ordinance is mandated to take effect, the State's model ordinance shall be enforced by the local agency, and shall have the same force and effect as if adopted by the local agency. Furthermore, not later than December 31, 2015, each local agency shall notify the Department of Water Resources as to whether the local agency is subject to the State's model ordinance and/or shall submit to DWR a copy of the water efficient landscape ordinance adopted by the local agency.

#### SUMMARY/CONCLUSION:

##### Exemption from California Environmental Quality Act

The Ordinance is exempt from review under the California Environmental Quality Act ("CEQA") (California Public Resources Code Section 21000 et seq.), pursuant to State CEQA Regulation 15307. This Ordinance

is covered by CEQA's Category 7 Exemption for actions taken to assure the maintenance, restoration, enhancement, or protection of a natural resource where the regulatory process involves procedures for protection of the environment. The adoption of this Ordinance will result in the enhancement and protection of water resources in the City and will not result in cumulative adverse environment impacts.

### **Fiscal Impact**

The fiscal impacts of implementing the State's MWEL0 or the City's own water efficiency ordinance are unknown. The City currently does not have certified staff to evaluate and certify that developments are in compliance with the water efficiency ordinance. More than likely the City would retain an outside consultant to plan check and certify that projects meet the objectives of the ordinance. Thus, the cost of review and certification will be transferred to applicants similar to plan check fees assessed for building plans.

### **Public Hearing**

A Public Hearing is scheduled for July 20, 2016.

### **Attachment**

- A. Ordinance

Attachment 'A'

ORDINANCE NO. 16-\_\_

AN ORDINANCE OF THE CITY OF KERMAN REPEALING CHAPTER 13.06 OF TITLE 13 OF THE KERMAN MUNICIPAL CODE AND ADDING NEW CHAPTER 13.06 TO TITLE `13 OF THE KERMAN MUNICIPAL CODE ADOPTING BY REFERENCE THE STATE MODEL WATER EFFICIENT LANDSCAPE ORDINANCE

THE CITY COUNCIL OF THE CITY OF KERMAN DOES ORDAIN AS FOLLOWS:

SECTION 1. Chapter 13.06 of Title 13 of the Kerman Municipal Code comprised of Sections 13.06.010 through 13.06.494 is hereby repealed.

SECTION 2. Chapter 13.06 of Title 13 of the Kerman Municipal Code is added to read as follows:

*CHAPTER 13.06*

*MODEL WATER EFFICIENT LANDSCAPE ORDINANCE*

Sections:

- 13.06.010 Purpose and Intent.
- 13.06.020 Adoption of State Model Water Efficient Landscape Ordinance.
- 13.06.030 Local Agency Defined.
- 13.06.040 Local Purveyor Defined.

Section 13.06.010 Purpose and Intent.

The purpose of this Chapter is to adopt by reference the State Model Water Efficient Landscape Ordinance as required by state law.

Section 13.06.020 Adoption of State Model Water Efficient Landscape Ordinance.

Except as hereafter provided, the City hereby adopts the Model Water Efficient Landscape Ordinance of the State of California by reference as set forth in Sections 49-495, Chapter 2.7, Division 2, of Title 23 of the California Code of Regulations, as amended. A copy of the Model Water Efficient Landscape Ordinance of the State of California shall be maintained in the Building Department and City Clerk's Office and shall be made available for public inspection while this ordinance is in force.

Section 13.06.030 Local Agency Defined.

The term "local agency" in the Water Efficient Landscape Ordinance shall mean the City of Kerman.

Section 13.06.040 Local Water Purveyor Defined.

The term "local water purveyor: in the Water Efficient Landscape Ordinance shall mean the City of Kerman.

SECTION 3. CEQA.

This Ordinance is categorically exempt under CEQA Guidelines for Implementation of the California Environmental Quality Act, Section 15307, Actions by Regulatory Agencies for Protection of Natural Resources, Class 7 Exemption.

SECTION 4. Severance. If any section, subsection, phrase, or clause of this ordinance is for any reason held to be unconstitutional or invalid, such decision shall not affect the validity of the remaining portions of this Ordinance.

SECTION 5. Publication. Upon passage, this ordinance or a summary of the same shall be published within fifteen (15) days of passage pursuant to the laws of the State of California in the Kerman News, a newspaper of general circulation published and circulated in said City of Kerman.

SECTION 6. Effective Date. This ordinance shall become effective thirty (30) days after its adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman held on July 6, 2016, and was passed and adopted at a noticed public hearing of the City Council held on \_\_\_\_\_, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The forgoing ordinance is hereby approved.

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

ATTEST:

\_\_\_\_\_  
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  
Kevin Nehring

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: CITY MANAGER  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: JULY 6, 2016

To: Mayor and City Council

From: John Kunkel, City Manager

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 Construction of Senior Center, Regional Fairgrounds, Police Station, Animal Kennel, and Other Similar Projects, As Well As Downtown Revitalization not to exceed 10%

## RECOMMENDATIONS

Council by motion:

1. Adopt resolution submitting ballot measure regarding Special Sales Tax to City Voters by a 2/3 vote of all members of the City Council (4 votes);
2. Designate two members of the Council to author the ballot argument in favor of the measure. The designation will be inserted into the adopted resolution; and
3. Introduce and waive full reading of Ordinance of the City of Kerman Adding Chapter 3.16A to the Kerman Municipal Code to Approve a Special Three Quarter Cent (.75%) Transactions and Use Tax for Construction of Senior Center, Regional Fairgrounds, Police Station, Animal Kennel, and Other Similar Projects, and Downtown Revitalization not to exceed 10%.

## EXECUTIVE SUMMARY

The Council held a Study Session at a June 7, 2016 Special meeting of the Kerman City Council. After extensive discussion and consideration, the Council decided to place on the November 2016 election a ballot measure that if approved would add .75% to the transaction and use tax, (sales tax), currently collected in the City.

This tax will be used solely for the construction of a Senior Center, Regional Fairgrounds, Police Station, Animal Shelter, and other similar projects as well as Downtown Revitalization not to exceed 10%.

Also included with the tax measure, is the requirement for an Oversight Citizens Committee and a 15-year sunset clause.

The City Attorney has drafted the Resolution and Ordinance and can answer any questions Council might have regarding the process and required language. Staff will answer questions regarding the proposed use and amounts to be generated by the special tax.

## DISCUSSION

### Ordinance

Under the State Revenue and Taxation Code if the Council wishes to increase the City's sales tax, the City Council must approve an ordinance establishing the sales tax by a 2/3 vote of the Council. The proposed ordinance is attached to the Council resolution calling for the election. Thereafter, the voters would vote on the ordinance via the ballot measure. Approval requires a 2/3 vote of the electorate. The ordinance designates the specified uses and purposes as directed by the Council on March 16, includes accountability language (annual audit, report, and a Citizens Oversight Committee) and includes text required by the Board of Equalization.

If the local revenue sales tax measure passes and the ordinance is adopted, Kerman will enter into two contracts with the State: the first to set up the tax and the second for ongoing administration. The tax will not be operative until the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance at the election. This means that a tax passed in November 2016 would not be imposed and collected until February 2017. The ordinance would also be part of the Kerman Municipal Code.

### Ballot Measure Resolution.

The Elections Code has specific requirements for placing a ballot measure on the ballot. The attached resolutions includes text required by the Elections Code as to the placement on the ballot, consolidation of Election, arguments, the ballot question, synopsis of the measure, and requirements of the Elections Office, City Clerk, and City Attorney.

The attached resolution proposes to place on the November ballot an ordinance that would implement a local transactions and use tax in the amount of  $\frac{3}{4}$  cent (0.75). This will be a special tax, legally restricting the funds generated from the tax exclusively to the purposes set forth in the Ordinance. Passage requires a two-thirds vote of the electorate, and the City Council must determine by a two-thirds vote to place it on the ballot. Voters will be voting on adoption of the entire Ordinance, but the ballot question to be placed before the voters is limited by statute to 75 words or less, and reads as follows:

MEASURE \_\_

SALES TAX ORDINANCE FOR CAPITAL PROJECT CONSTRUCTION OF SENIOR CENTER, REGIONAL FAIRGROUNDS, POLICE STATION, ANIMAL KENNEL AND OTHER SIMILAR PROJECTS, INCLUDING DOWNTOWN REVITALIZATION NOT TO EXCEED 10%.

Shall the City of Kerman approve a  $\frac{3}{4}$  cent sales tax expended only for construction of senior center, regional fairgrounds, police station, animal kennel, and similar projects, and downtown revitalization up to 10%, estimated annual amount \$650,000, for 15 years, subject to audit, review, and Citizen Oversight Committee?

The entire Ordinance will be accessible to the public via the County Elections Office, the City's website, and the Kerman City Clerk's Office.

### Council Preparation of Argument in Support of Measure.

Under Elections Code section 9282, a ballot argument on this City Council-sponsored measure may be authored by the City Council, or any members of the Council authorized by that body, or any individual voter who is eligible to vote on the measure, or bona fide association of citizens, or any combination of voters and associations. The City

Council is asked to designate, by motion, two of its members to author the ballot argument in support of the measure. The two names will be included in the resolution. The argument may not exceed three hundred (300) words. Those two members may solicit up to three additional signatories.

Impartial Analysis.

As required by the Elections Code, the City Attorney will prepare an impartial analysis of the measure, not to exceed five hundred (500) words in length, showing the effect of the measure on the existing law and the operation of the measure, and transmit the impartial analysis to the Elections Division by the deadline set by the Elections Office.

Roles and Limitations During Ballot Measure Campaign Period.

The City can provide educational materials to the public, informing them about the Measure. But the City cannot expend any time, money, staff resources, or effort advocating a position supporting passage of the ballot measure. Councilmembers and staff can work on the campaign on their own time and at their own expense, provided it is made clear that they are doing so on their own time and not with City resources. The City Attorney will provide further guidance on this if the Resolution is adopted.

**OUTSTANDING ISSUES**

None

**FISCAL IMPACT**

Cost of placing initiative on the ballot: \$4,000-\$6,000.

Potential revenue of \$550,000-\$750,000 annually.

**PUBLIC HEARING**

Set for July 20, 2016.

Attachment:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 16 -\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA, SUBMITTING TO CITY VOTERS AT THE NEXT REGULAR MUNICIPAL ELECTION TO BE HELD NOVEMBER 8, 2016, A BALLOT MEASURE TO ADOPT AN ORDINANCE APPROVING A RETAIL TRANSACTIONS AND USE SPECIAL TAX FOR CONSTRUCTION OF SENIOR CENTER, REGIONAL FAIRGROUNDS, POLICE STATION, ANIMAL KENNEL, AND OTHER SIMILAR PROJECTS, AS WELL AS DOWNTOWN REVITALIZATION NOT TO EXCEED 10% AND REQUESTING THAT THE BOARD OF SUPERVISORS CONSOLIDATE THAT ELECTION WITH THE STATEWIDE ELECTION HELD ON THAT SAME DATE

WHEREAS, the City of Kerman provides essential public safety and park services to the residents of Kerman; and

WHEREAS, a vibrant and healthy downtown promotes economic well-being and growth for the City and encourages new business development in the City; and

WHEREAS, the City General Fund lacks funds for construction of senior center, regional fairgrounds, police station, animal kennel and other similar projects, as well as downtown revitalization not to exceed 10%; and

WHEREAS, the City Council has held meetings on March 2, March 16, and April 6, 2016, to discuss and consider a potential sales tax for designated purposes; and

WHEREAS, the City Council has reviewed its economic forecast and determined that without an additional revenue source, the City will be unable to provide essential capital projects for public safety and parks; and

WHEREAS, at its meeting of April 6, 2016, the Council considered a staff report, public testimony, and deliberated on the matter regarding submitting a ballot measure to the voters concerning a Special Sales Tax; and

WHEREAS, the City Council desires to submit to the voters of the City of Kerman a ballot measure proposal to add Chapter 3.16A to Title 3 of the Kerman Municipal Code to impose a .75% transactions and use tax on retail sales in the City pursuant to California Revenue and Taxation Code Sections 7251 et seq., and 7285.9 et seq.; and

WHEREAS, the proposed special tax will be dedicated exclusively to construction of senior center, regional fairgrounds, police station, animal kennel and other similar projects as well as downtown revitalization not to exceed 10%; and

WHEREAS, the State Board of Equalization shall collect the tax from retailers subject to the tax and remit the funds to the City.

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

SECTION 1. The City Council submits to the voters of the City of Kerman at its next regular municipal election to be held on November 8, 2016, a ballot measure for consideration of an ordinance for establishment of a Special Sales Tax for Construction of Senior Center, Regional Fairgrounds, Police Station, Animal Kennel and other similar Projects.

SECTION 2. The City Council requests the Fresno County Board of Supervisors that the election for this measure be consolidated with the statewide election also held on November 8, 2016.

SECTION 3. The question to be submitted to the voters with respect to the ballot measure shall be printed on the election ballot with the title and in the form set forth as follows:

MEASURE __  SALES TAX ORDINANCE FOR CAPITAL PROJECT CONSTRUCTION OF SENIOR CENTER, REGIONAL FAIRGROUNDS, POLICE STATION, ANIMAL KENNEL AND OTHER SIMILAR PROJECTS, INCLUDING DOWNTOWN REVITALIZATION NOT TO EXCEED 10%. Shall the City of Kerman approve a ¾ cent sales tax expended only for construction of senior center, regional fairgrounds, police station, animal kennel, and similar projects, and downtown revitalization up to 10%, estimated annual amount \$650,000, for 15 years, subject to audit, review, and Citizen Oversight Committee?	YES
	NO

SECTION 4. The following constitutes the synopsis of the measure to be voted on for purposes of meeting the publication requirements of Elections Code Section 12111:

**MEASURE TO BE VOTED ON**

Notice is hereby given that the following measure is to be voted on at the general municipal election to be held in the City of Kerman, on Tuesday, the 8<sup>th</sup> day of November, 2016.

ADOPTION OF ORDINANCE APPROVING A THREE QUARTER CENT (.75%) TRANSACTIONS AND USE TAX FOR CONSTRUCTION OF SENIOR CENTER, REGIONAL FAIRGROUNDS, POLICE STATION, ANIMAL KENNEL, AND OTHER SIMILAR PROJECTS, AS WELL AS DOWNTOWN REVITALIZATION NOT TO EXCEED 10%.

The proposed ordinance would approve a ¾ cent (.75%) sales tax dedicated and expended only for the construction of a senior center, regional fairgrounds, police station, animal kennel and other similar projects. Up to ten percent of the proposed ordinance revenues may also be expended for downtown revitalization. The sales tax would be subject to an annual audit and annual review report as well as a Citizens Oversight Committee.

\_\_\_\_\_  
 City Elections Official

Dated: \_\_\_\_\_

City of Kerman

SECTION 5. The full text of the ordinance submitted to the voters is attached as Exhibit 'A'. The full text of the proposed ordinance is not required to be printed in the Sample Ballot and Voters Pamphlet. However, the full text of the measure shall be made available at the Office of the Fresno County Clerk/Registrar of Voters and the Kerman City Clerk's Office.

SECTION 6. Passage of this measure requires a two-thirds majority of votes.

SECTION 7. The City of Kerman requests that the Fresno County Clerk/Registrar of Voters conduct the election and canvass the returns, and the City consents to reimburse the Registrar of Voters for all costs incurred by said services.

SECTION 8. In all particulars not recited in this resolution, the election shall be held and conducted as provided by law for holding municipal elections.

SECTION 9. Arguments in favor or against the proposed measure are permissible and shall be filed with the Fresno County Clerk/Registrar in accordance with Elections Code Section 9282. \_\_\_\_\_ and \_\_\_\_\_ are authorized to prepare and file a written argument in favor of the proposed measure not to exceed 300 words on behalf of the City Council. The City Manager is authorized to provide input to the Fresno County Clerk/Registrar in determining a letter designation for this measure. In the event that an argument is filed against the Measure, \_\_\_\_\_ and \_\_\_\_\_ are also authorized to submit a rebuttal argument on behalf of the City Council.

SECTION 10. The Fresno County Clerk/Registrar of Voters shall give the appropriate notices for the election and shall conduct the election pursuant to appropriate provisions of state law. The City of Kerman acknowledges the Fresno County Clerk/Registrar may conduct the election in accordance with Elections Code 10418.

SECTION 11. The City Attorney shall prepare an impartial analysis of the measure in accordance with Elections Code Section 9280 and file it with the Fresno County Clerk/Registrar of Voters.

SECTION 12. The City Clerk shall file a certified copy of this resolution with the Fresno County Clerk/Registrar of Voters as required by applicable law. The City Clerk is hereby authorized and directed to work with the Fresno County Clerk/Registrar of Voters and take all steps necessary to cause placement of the Measure on the ballot.

SECTION 13. The City Clerk and City Attorney are authorized to make any typographical, clerical, non-substantive corrections to this resolution as may be deemed necessary by the Fresno County Clerk/Registrar of Voters.

The foregoing City of Kerman Resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the \_\_ day of \_\_\_\_\_, 2016 and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

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

ATTEST:

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

Exhibit A'

ORDINANCE NO. 16-\_\_\_\_

AN ORDINANCE OF THE CITY OF KERMAN ADDING CHAPTER 3.16A TO THE KERMAN MUNICIPAL CODE IMPOSING A SPECIAL THREE QUARTER CENT (.75 %) TRANSACTIONS AND USE TAX FOR CONSTRUCTION OF SENIOR CENTER, REGIONAL FAIRGROUNDS, POLICE STATION, ANIMAL KENNEL, AND OTHER SIMILAR PROJECTS, AS WELL AS DOWNTOWN REVITALIZATION NOT TO EXCEED 10%

THE PEOPLE OF THE CITY OF KERMAN DO ORDAIN AS FOLLOWS:

SECTION 1. Chapter 3.16A is added to Title 9 of the Kerman Municipal Code to read as follows:

CHAPTER 3.16A

TRANSACTIONS AND USE TAX FOR CAPITAL PROJECTS RELATING TO CONSTRUCTION OF SENIOR CENTER, REGIONAL FAIRGROUNDS, POLICE STATION, ANIMAL KENNEL, AND OTHER SIMILAR PROJECTS, AS WELL AS DOWNTOWN REVITALIZATION NOT TO EXCEED 10%

Sections:

- 3.16.010A Title.
- 3.16.020A Operative Date.
- 3.16.030A Purpose.
- 3.16.040A Use of Tax Revenue-Deposit in Special Fund.
- 3.16.050A Annual Audit and Citizen Oversight.
- 3.16.060A Contract with State.
- 3.16.070A Transactions Tax Rate.
- 3.16.080A Place of Sale.
- 3.16.090A Use Tax Rate.
- 3.16.100A Adoption of Provisions of State Law.
- 3.16.110A Limitations on Adoption of State Law and Collection of Use Taxes.
- 3.16.120A Permit Not Required.
- 3.16.130A Exemptions and Exclusions.
- 3.16.140A Amendments.
- 3.16.150A Enjoining Collection Forbidden.
- 3.16.160A Severability

3.16.010A. Title. This ordinance shall be known as the Transactions and Use Tax Ordinance for Construction of Senior Center, Regional Fairgrounds, Police Station, Animal Kennel, Other Similar Projects and Downtown Revitalization not to exceed 10%. The City of Kerman hereinafter shall be called "City." This ordinance shall be applicable in the incorporated territory of the City.

3.16.020A. Operative Date. "Operative Date" means the first day of the first calendar quarter commencing more than 110 days after the adoption of this ordinance, the date of such adoption being as set forth below.

**3.16.030A. Purpose.** This ordinance is adopted to achieve the following, among other purposes, and directs that the provisions hereof be interpreted in order to accomplish those purposes:

A. To impose a retail transactions and use tax in accordance with the provisions of Part 1.6 (commencing with Section 7251) of Division 2 of the Revenue and Taxation Code and Section 7285.91 of Part 1.7 of Division 2 which authorizes the City to adopt this tax ordinance which shall be operative if two-thirds of the electors voting on the measure vote to approve the imposition of the tax at an election called for that purpose.

B. To adopt a retail transactions and use tax ordinance that incorporates provisions identical to those of the Sales and Use Tax Law of the State of California insofar as those provisions are not inconsistent with the requirements and limitations contained in Part 1.6 of Division 2 of the Revenue and Taxation Code.

C. To adopt a retail transactions and use tax ordinance that imposes a tax and provides a measure therefore that can be administered and collected by the State Board of Equalization in a manner that adapts itself as fully as practicable to, and requires the least possible deviation from, the existing statutory and administrative procedures followed by the State Board of Equalization in administering and collecting the California State Sales and Use Taxes.

D. To adopt a retail transactions and use tax ordinance that can be administered in a manner that will be, to the greatest degree possible, consistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, minimize the cost of collecting the transactions and use taxes, and at the same time, minimize the burden of record keeping upon persons subject to taxation under the provisions of this ordinance.

**3.16.040A Use and Expenditure of Tax Revenue-Deposit in Special Fund.**

A. The proceeds of the tax imposed by this Chapter shall be placed in a special fund and shall be dedicated and used only for City Council approved purposes set forth in this Section B. The Director of Finance shall establish and keep such accounts as may be necessary to account for said taxes.

B. All of the taxes collected under this Chapter shall be expended only for the following purposes:

1. Capital Projects for Public Safety and Parks such as a new police station, a senior center, youth recreation center, an animal kennel, park development and other similar projects.

2. Downtown Revitalization so long as such expenditures do not exceed ten percent (10 %) of the revenue generated by the taxes.

**3.16.050A Annual Audit, Report, and Citizen Oversight.**

A. The revenues from the tax imposed by this Chapter shall be subject to the annual audit performed by the City's independent auditor of the City's books, records, accounts, and fiscal procedures and which is reported in the City's Comprehensive Annual Financial Report.

B. In addition to the annual audit, an Annual Review Report shall be prepared by the City setting forth the amount of revenues received from the tax imposed by this Chapter, amount of disbursements, and description of expenditures. The purpose is to assure accountability and the proper disbursement of the proceeds of the taxes collected under this ordinance. The Annual Review Report shall be filed in the City Clerk's Office not later than January 1 of each fiscal year in which the tax is collected.

C. A Special Sales Tax Oversight Committee comprised of City Residents shall be established by the City Council to review the Annual Review Report and related records and to make comments and recommendations to the City Council to ensure compliance with this ordinance.

**3.16.060A Contract With State.** Prior to the operative date, the City shall contract with the State Board of Equalization to perform all functions incident to the administration and operation of this transactions and use tax ordinance; provided, that if the City shall not have contracted with the State Board of Equalization prior to the operative date, it shall nevertheless so contract and in such a case the operative date shall be the first day of the first calendar quarter following the execution of such a contract.

**3.16.070A Transactions Tax Rate.** For the privilege of selling tangible personal property at retail, a tax is hereby imposed upon all retailers in the incorporated territory of the City at the rate of three quarter cent (.75 %) of the gross receipts of any retailer from the sale of all tangible personal property sold at retail in said territory on and after the operative date of this ordinance.

**3.16.080A Place of Sale.** For the purposes of this ordinance, all retail sales are consummated at the place of business of the retailer unless the tangible personal property sold is delivered by the retailer or his agent to an out-of-state destination or to a common carrier for delivery to an out-of-state destination. The gross receipts from such sales shall include delivery charges, when such charges are subject to the state sales and use tax, regardless of the place to which delivery is made. In the event a retailer has no permanent place of business in the State or has more than one place of business, the place or places at which the retail sales are consummated shall be determined under rules and regulations to be prescribed and adopted by the State Board of Equalization.

**3.16.090A Use Tax Rate.** An excise tax is hereby imposed on the storage, use or other consumption in the City of tangible personal property purchased from any retailer on and after the operative date of this ordinance for storage, use or other consumption in said territory at the rate of three quarter cent (.75 %) of the sales price of the property. The sales price shall include delivery charges when such charges are subject to state sales or use tax regardless of the place to which delivery is made.

**3.16.100A Adoption of Provisions of State Law.** Except as otherwise provided in this ordinance and except insofar as they are inconsistent with the provisions of Part 1.6 of Division 2 of the Revenue and Taxation Code, all of the provisions of Part 1 (commencing with Section 6001) of Division 2 of the Revenue and Taxation Code are hereby adopted and made a part of this ordinance as though fully set forth herein.

**3.16.110A Limitations on Adoption of State Law and Collection of Use Taxes.** In adopting the provisions of Part 1 of Division 2 of the Revenue and Taxation Code:

A. Wherever the State of California is named or referred to as the taxing agency, the name of this City shall be substituted therefor. However, the substitution shall not be made when:

1. The word "State" is used as a part of the title of the State Controller, State Treasurer, Victim Compensation and Government Claims Board, State Board of Equalization, State Treasury, or the Constitution of the State of California;

2. The result of that substitution would require action to be taken by or against this City or any agency, officer, or employee thereof rather than by or against the State Board of Equalization, in performing the functions incident to the administration or operation of this Ordinance.

3. In those sections, including, but not necessarily limited to sections referring to the exterior boundaries of the State of California, where the result of the substitution would be to:

a. Provide an exemption from this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not otherwise be exempt from this tax while such sales, storage, use or other consumption remain subject to tax by the State under the provisions of Part 1 of Division 2 of the Revenue and Taxation Code, or;

b. Impose this tax with respect to certain sales, storage, use or other consumption of tangible personal property which would not be subject to tax by the state under the said provision of that code.

4. In Sections 6701, 6702 (except in the last sentence thereof), 6711, 6715, 6737, 6797 or 6828 of the Revenue and Taxation Code.

B. The word "City" shall be substituted for the word "State" in the phrase "retailer engaged in business in this State" in Section 6203 and in the definition of that phrase in Section 6203.

**3.16.120A Permit Not Required.** If a seller's permit has been issued to a retailer under Section 6067 of the Revenue and Taxation Code, an additional transactor's permit shall not be required by this ordinance.

**3.16.130A Exemptions and Exclusions.**

A. There shall be excluded from the measure of the transactions tax and the use tax the amount of any sales tax or use tax imposed by the State of California or by any city, city and county, or county pursuant to the Bradley-Burns Uniform Local Sales and Use Tax Law or the amount of any state-administered transactions or use tax.

B. There are exempted from the computation of the amount of transactions tax the gross receipts from:

1. Sales of tangible personal property, other than fuel or petroleum products, to operators of aircraft to be used or consumed principally outside the county in which the sale is made and directly and exclusively in the use of such aircraft as common carriers of persons or property under the authority of the laws of this State, the United States, or any foreign government.

2. Sales of property to be used outside the City which is shipped to a point outside the City, pursuant to the contract of sale, by delivery to such point by the retailer or his agent, or by delivery by the retailer to a carrier for shipment to a consignee at such point. For the purposes of this paragraph, delivery to a point outside the City shall be satisfied:

a. With respect to vehicles (other than commercial vehicles) subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, and undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code by registration to an out-of-City address and by a declaration under penalty of perjury, signed by the buyer, stating that such address is, in fact, his or her principal place of residence; and

b. With respect to commercial vehicles, by registration to a place of business out-of-City and declaration under penalty of perjury, signed by the buyer, that the vehicle will be operated from that address.

3. The sale of tangible personal property if the seller is obligated to furnish the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. A lease of tangible personal property which is a continuing sale of such property, for any period of time for which the lessor is obligated to lease the property for an amount fixed by the lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, the sale or lease of tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

C. There are exempted from the use tax imposed by this ordinance, the storage, use or other consumption in this City of tangible personal property:

1. The gross receipts from the sale of which have been subject to a transactions tax under any state-administered transactions and use tax ordinance.

2. Other than fuel or petroleum products purchased by operators of aircraft and used or consumed by such operators directly and exclusively in the use of such aircraft as common carriers of persons or property for hire or compensation under a certificate of public convenience and necessity issued pursuant to the laws of this State, the United States, or any foreign government. This exemption is in addition to the exemptions provided in Sections 6366 and 6366.1 of the Revenue and Taxation Code of the State of California.

3. If the purchaser is obligated to purchase the property for a fixed price pursuant to a contract entered into prior to the operative date of this ordinance.

4. If the possession of, or the exercise of any right or power over, the tangible personal property arises under a lease which is a continuing purchase of such property for any period of time for which the lessee is obligated to lease the property for an amount fixed by a lease prior to the operative date of this ordinance.

5. For the purposes of subparagraphs (3) and (4) of this section, storage, use, or other consumption, or possession of, or exercise of any right or power over, tangible personal property shall be deemed not to be obligated pursuant to a contract or lease for any period of time for which any party to the contract or lease has the unconditional right to terminate the contract or lease upon notice, whether or not such right is exercised.

6. Except as provided in subparagraph (7), a retailer engaged in business in the City shall not be required to collect use tax from the purchaser of tangible personal property, unless the retailer ships or delivers the property into the City or participates within the City in making the sale of the property, including, but not limited to, soliciting or receiving the order, either directly or indirectly, at a place of business of the retailer in the City or through any representative, agent, canvasser, solicitor, subsidiary, or person in the City under the authority of the retailer.

7. "A retailer engaged in business in the City" shall also include any retailer of any of the following: vehicles subject to registration pursuant to Chapter 1 (commencing with Section 4000) of Division 3 of the Vehicle Code, aircraft licensed in compliance with Section 21411 of the Public Utilities Code, or undocumented vessels registered under Division 3.5 (commencing with Section 9840) of the Vehicle Code. That retailer shall be required to collect use tax from any purchaser who registers or licenses the vehicle, vessel, or aircraft at an address in the City.

D. Any person subject to use tax under this ordinance may credit against that tax any transactions tax or reimbursement for transactions tax paid to a district imposing, or retailer liable for a transactions tax pursuant to Part 1.6 of Division 2 of the Revenue and Taxation Code with respect to the sale to the person of the property the storage, use or other consumption of which is subject to the use tax.

**3.16.140A Amendments.**

A. All amendments subsequent to the effective date of this ordinance to Part 1 of Division 2 of the Revenue and Taxation Code relating to sales and use taxes and which are not inconsistent with Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, and all amendments to Part 1.6 and Part 1.7 of Division 2 of the Revenue and Taxation Code, shall automatically become a part of this ordinance, provided however, that no such amendment shall operate so as to affect the rate of tax imposed by this ordinance. The foregoing amendments shall not require voter approval.

B. The following amendments to this ordinance must be approved by the voters of the City: (i) increasing the tax rate or revising the methodology for calculating the tax such that a tax increase would result; (ii) imposing the tax on transactions and uses not previously subject to the tax (unless such amendment occurs automatically by operation of preceding paragraph A); (iii) amending the purposes and/or use for which the tax is collected.

**3.16.150A Enjoining Collection Forbidden.** No injunction or writ of mandate or other legal or equitable process shall issue in any suit, action or proceeding in any court against the State or the City, or against any officer of the State or the City, to prevent or enjoin the collection under this ordinance, or Part 1.6 of Division 2 of the Revenue and Taxation Code, of any tax or any amount of tax required to be collected.

**3.16.160A Severability.** If any provision of this ordinance or the application thereof to any person or circumstance is held invalid, the remainder of the ordinance and the application of such provision to other persons or circumstances shall not be affected thereby.

**3.16.170A Sunset Clause.** This ordinance shall terminate fifteen years from the Operative Date set forth in Section 3.16.020A of this ordinance.

**SECTION 2. Compliance with the California Environmental Quality Act.** The approval of this ordinance is exempt from the California Environmental Quality Act (Public Resources Code Sections 21000 *et seq.*, "CEQA," and 14 Cal. Code Reg. Sections 15000 *et seq.*, "CEQA Guidelines"). This ordinance imposes a special tax that can be used only for any legitimate governmental purpose as specified in the ordinance. It is not a commitment to any specific project that may result in a potentially significant physical impact on the environment.

**SECTION 3. Two-Thirds Voter Approval.** The tax imposed by this ordinance is a special tax. This tax shall be effective only if approved by two-thirds of the City's voters voting thereon at the November 8, 2016, City election.

**SECTION 4. Effective Date.** This ordinance relates to the levying and collecting of the City transactions and use taxes and shall take effect immediately.

**SECTION 5. Certification and Publication.** The City Clerk shall certify the final approval of this Ordinance, publish the same as required by law, and forward a copy of the adopted Ordinance to the Board of Equalization.

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The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman held on \_\_\_\_\_, 2016, and was passed and approved for placement on the ballot by a 2/3 vote of the City Council at a regular meeting of the City Council held on \_\_\_\_\_, 2016, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance was adopted by the voters of the City of Kerman at the regular election held on November 8, 2016 by the following vote:

YES:

NO:

The foregoing ordinance is hereby approved.

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

ATTEST:

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