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**AGENDA**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**Wednesday, September 7, 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. Kannami Delegation 30th Anniversary Visit Update - Presented by Walter King  
Chairperson of the Kerman Friendship Across the Sea Committee (PJ)

#### 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: [August 3, 2016](#)

### B. SUBJECT: Payroll

Payroll Report: 07/31/2016- 08/13/2016: \$140,085.39; Overtime: \$2,705.39; Standby: \$1,209.74; Comp Time Earned: 30.38

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime Report](#)

### C. SUBJECT: Warrants

1. Nos. 9262-9379 \$260,149.182.

2. Excepting - Sebastian 9137 - \$2,701.99 (forwarded from 8/3 mtg.)

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

ATTACHMENTS: [Accounts Payable](#)

### D. SUBJECT: Resolution Accepting Vineland Avenue Tree Removal (JJ)

RECOMMENDATION: Council by motion adopt resolution accepting the Vineland Avenue Tree Removal and authorize the City Engineer to record the Notice of Completion.

ATTACHMENTS: [Staff Report - Vineland Tree Removal Acceptance](#)

## 3. PUBLIC HEARINGS

None

## 4. DEPARTMENT REPORTS

### A. SUBJECT: Resolution Approving Agreement with Joseph Crown Construction and Development, Inc. for Subdivision Improvements, Deferral and Reimbursement (OP/JJ)

RECOMMENDATION: Council by motion adopt resolution approving an agreement with Joseph Crown Construction and Development, Inc. for Subdivision Improvement, Deferral and Reimbursement.

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

- B. SUBJECT: Resolution Approving Groundwater Sustainability Agency Joint Powers Agreement (KM)

RECOMMENDATION: Council by motion: (1) adopt resolution approving Joint Powers Agreement creating the North Kings Groundwater Sustainability Agency (Joint Powers Authority) and (2) appoint Mayor Hill as the City of Kerman's representative who may serve on the Authority's Board of Directors.

ATTACHMENTS: [Staff Report - JPA Sustainable Groundwater](#)

- C. SUBJECT: Resolution Approving Municipal Utility Guidelines During Less Severe Drought Conditions (KM)

RECOMMENDATION: Council by motion adopt resolution approving Municipal Utility Guidelines during less severe drought conditions.

ATTACHMENTS: [Staff Report - Water Conservation](#)

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

7. CLOSED SESSION

- A. Government Code Section 54956.8 - Conference with Real Property Negotiators; Property: APN 023-071-20U; Negotiating Parties: Union Pacific Railroad Company; Jerry Jones, City Engineer; Under Negotiation: Price and terms of payment regarding purchase of real property

COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN

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, August 3, 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 Pro Tem Gary Yep (GY), Rhonda Armstrong(RA), Kevin Nehring (KN)  
 Absent: Mayor Hill (SH), Bill Nijjer (BN)  
 Also Present: City Manager Kunkel, City Attorney Cantú, Chief of Police, Community Services Director, Finance Director, Public Works Director, Planning Technician

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

**OPENING CEREMONIES**

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

6:32 p.m.  
 All present except SH/BN

Performed

**AGENDA APPROVAL/ADDITIONS/DELETIONS**

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

**1. PRESENTATIONS/CEREMONIAL MATTERS**

A. Proclamation – National Night Out

Presented

**REQUEST TO ADDRESS COUNCIL**

None

**2. CONSENT CALENDAR**

A. SUBJECT: Minutes

RECOMMENDATION: Council approve minutes as presented.

Approved RA/KN removing 2.C.2 (lack of authorized members) (3-0-2) SH/BN

B. SUBJECT: Payroll

Payroll Report: 07/03/206 - 07/16/2016: \$141,505.94; OT: \$4,030.09; Holiday at 1/2 Time: \$1,525.14; Standby: \$1,136.69; Comp Time: 50.63

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants

1. Nos. 9055-9159 \$753,340.59
2. Excepting - Sebastian 9137- \$2,701.99

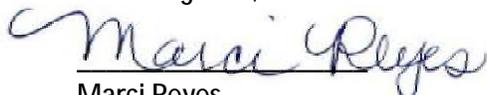
RECOMMENDATION: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)

3. PUBLIC HEARINGS	None
4. DEPARTMENT REPORTS	
A. <u>SUBJECT</u> : Police Vehicle Purchase (TJ)	Approved KN/RA (3-0-2) SH/BN
<u>RECOMMENDATION</u> : Council by motion approve the purchase of two new Ford SUV's for the Police Department for a total estimated cost of \$79,180 by utilizing \$18,000 of excess funds budgeted under the police dispatch line and a loan from the General Fund of \$61,180.	
B. <u>SUBJECT</u> : Award of Architecture Contract for City Hall Entrance Remodel	Approved RA/KN (3-0-2) SH/BN
<u>RECOMMENDATION</u> : Council by motion adopt resolution awarding the contract for architectural services for the remodel of City Hall's entrance to Hedron Architecture, Design and Consulting in the amount of \$15,500 and authorize the City Manager to sign the contract.	Res 16-54
C. <u>SUBJECT</u> : Approval of Letter for Fresno County Parks and Open Space Study by the Trust for Public Land (PG)	
<u>RECOMMENDATION</u> : City Council approve letter requesting the Fresno County Board of Supervisors invite the Trust for Public Land to conduct a Conservation Finance study in Fresno County.	Approved KN/RA (3-0-2) SH/BN
5. CITY MANAGER/STAFF COMMUNICATIONS	
6. MAYOR/COUNCIL REPORTS	
7. CLOSED SESSION	7:14 p.m.
Government Code Section 54956.9(a) Conference with Legal Counsel - Existing Litigation: Case Name: People vs. Neko Wilson, Fresno County Superior Court Case F09904296	
COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN	7:35 p.m. No Reportable Action
8. ADJOURNMENT	Approved RA/KN (3-0-2) SH/BN 7:36 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: August 4, 2016



Marci Reyes  
City Clerk

# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: July 31, 2016 - August 13, 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	\$ 1,881.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,881.23	-
Camacho, Josie	\$ 1,250.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,250.31	-
Camacho-Collier, Carolina	\$ 2,533.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,533.85	-
Gonzalez, Diana	\$ 1,993.55	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,993.55	-
Jones, Toni	\$ 3,698.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,698.31	-
Kunkel, John	\$ 5,884.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,884.62	-
Lopez, Jacqueline	\$ 356.24	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 356.24	-
Mendoza, Gabriela	\$ 1,191.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,191.23	-
Nazaroff, Helen	\$ 2,107.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,107.85	-
Reyes, Marcia	\$ 2,715.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,715.69	-
<b>TOTAL</b>	<b>\$ 23,612.87</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 23,612.87</b>	<b>-</b>
<b>REC/SOCIAL</b>										
Arredondo, Barbara	\$ 269.86	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 269.86	-
Arredondo, Raquel	\$ 264.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 264.00	-
Burdine-Slaven, Jeanna	\$ 1,602.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,602.92	-
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	-
Gallegos, Yenifer	\$ 41.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 41.00	-
Garfias, Brayan	\$ 220.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 220.00	-
Gonzalez, Jose Felix	\$ 1,697.88	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,697.88	-
Gutierrez, Jacqueling	\$ 422.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 422.50	-
Hurlbert, Ronald	\$ 629.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 629.75	-
Johnson, Theresa	\$ 1,767.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,767.23	-
LeBlanc, Noah	\$ 305.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 305.00	-
Lujan, Vanessa	\$ 588.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 588.00	-
Salvador, Mark	\$ 2,083.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,083.85	-
Sidhu, Nirmal	\$ 1,538.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,538.77	-
Silva, Jessica	\$ 405.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 405.00	-
Vallejo, Cloey	\$ 307.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 307.13	-
Villa, Erika	\$ 340.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 340.00	-
Villalobos, Stacey	\$ 302.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 302.50	-
Villarreal, Arlene	\$ 1,410.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,410.92	-
<b>TOTAL</b>	<b>\$ 17,931.07</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 17,931.07</b>	<b>-</b>
<b>POLICE</b>										
Antuna, Eric	\$ 2,343.28	\$ -	4.00	\$ 175.75	-	\$ -	-	\$ -	\$ 2,519.02	-
Antuna, Miguel	\$ 1,360.00	\$ -	0.50	\$ 12.75	-	\$ -	-	\$ -	\$ 1,372.75	-
Barbosa, Isaias	\$ 2,392.06	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,392.06	-
Barcoma, Wilbert	\$ 3,070.74	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,070.74	-
Belding, Jeff	\$ 2,652.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,652.54	8.25
Blohm, Joseph	\$ 4,686.47	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,686.47	-
Chapman, Tom	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	-
Davis, Jeff	\$ 3,070.74	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,070.74	-
Dunn, Jacob	\$ 1,338.58	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,338.58	-
Francone, Kevin	\$ 795.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 795.00	-
Gill, Kevin	\$ 1,005.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,005.00	-
Godfrey, Kyle	\$ 1,241.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,241.08	-
Golden, John	\$ 3,712.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,712.64	-
Ledezma, Linda	\$ 238.52	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 238.52	-
Lehman, Dustin	\$ 1,874.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.31	-
Lopez, Matt	\$ 432.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 432.00	-
Madrugá, Ron	\$ 2,437.62	\$ -	5.00	\$ 228.53	-	\$ -	-	\$ -	\$ 2,666.15	4.50
Magallon, Peter	\$ 2,437.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.62	-



**CITY OF KERMAN  
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

**PAY PERIOD 7/31/16-8/13/16**

**POLICE DEPARTMENT**

Overtime Categories - Number of Hours							
Regular Overtime	Detail	Shift Coverage	SID	Training	Avoid the 21 Grant	Special Events	Total
0.5	5	4					9.5
(see notes below for overtime description)							

**DOUBLE TIME: (Sunday)**

	Sub Total	0
		9.5

**PUBLIC WORKS DEPARTMENT**

Overtime Categories - Number of Hours							
Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total	
12	5	0		5	6	28	

**DOUBLE TIME: (Sunday)**

	Sub Total	0
		17.5
		45.50

**COMMUNITY SERVICES DEPARTMENT**

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

**FINANCE / PLANNING DEPARTMENTS**

Overtime Categories - Number of Hours					
Planning Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit	Total
5.5					5.5
				Sub Total	5.5
<b>Total Hours (All Departments)</b>					<b>60.50</b>

**POLICE DEPARTMENT:**

**Regular Overtime** – .5 hrs OT - late call t/a

**Shift Coverage** – 4 hrs OT - 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.

**Detail** – 5 hrs OT - Lions Club car show event

**Grant** – AVOID Grant

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

**PUBLIC WORKS DEPARTMENT:**

**Water Service** - 12 hrs OT & 2 hrs DT for shut-off and turn-on of service, all water related emergencies

**Sewer Emergencies** 5 hrs OT & 8.5 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 DT Vicious or dead animals. (not normally used for stray animals)

**Special Events** -

**Other** - 5 hrs OT - Computer issues, ladder to PD, Reset Breaker, PD Vehicle Down

**Call Back** -

**On-Call Duties** - 6 hrs OT & 6 hrs DT - 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** - 5.5 hrs OT - Planning reports and meetings.

**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 Number

User: gmendoza  
 Printed: 8/30/2016 4:29 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
9262	10098 83042	CLEANSTREET INC STRT- MONTHLY SWEEP FEE JULY 2016	08/11/2016	6,672.90
Total for Check Number 9262:				6,672.90
9263	10654 471359	DIVINE DESSERTS CC- AUGUST COUNCIL MEETING	08/11/2016	30.00
Total for Check Number 9263:				30.00
9264	11111 69538	MCKENNA DYER AAC-CAT TRAP DEPOSIT REIMBURSEMEN	08/11/2016	80.00
Total for Check Number 9264:				80.00
9265	10947 9899-0 TVL 9899-3 TVL 9899-4 TVL	GILMORE MAGNESS LEIFER ADM- POLICE DEPT LEGAL SERVICES ADM- POLICE DEPT LEGAL SERVICES ADM- POLICE DEPT LEGAL SERVICES	08/11/2016	26.00 7,315.95 48.75
Total for Check Number 9265:				7,390.70
9266	10184 9174832437	GRAINGER SWR- MOTOR RUN CAPACITOR	08/11/2016	16.22
Total for Check Number 9266:				16.22
9267	10191 CTCS62462 CVW24710 CVW24720 CVW24721	H & J CHEVROLET INC VE - REPL IGNITION CYLINDER #1451 VE REP- FILTER, HARNESS #1459 VE REP- MOUNT, SOLENOID KIT # 1459 VE REP RETURN OF INV # 24710	08/11/2016	258.88 112.69 220.16 -112.69
Total for Check Number 9267:				479.04
9268	10710 10038546	HACH COMPANY WTR- CHLORINE TESTER	08/11/2016	503.83
Total for Check Number 9268:				503.83
9269	10205 SI00172437 SI00172438	INDEPENDENT STATIONERS CS- DRY ERASE MARKERS- TRANSIT CS- PEN/PAPER FOR FLYERS YSB	08/11/2016	19.97 73.67
Total for Check Number 9269:				93.64
9270	10239 41524 41525	KERWEST INC CC- PH STATE MODEL WATER ORD CC- PH TAX MEASURE/SOLAR AGREEMEN	08/11/2016	99.00 99.00
Total for Check Number 9270:				198.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
9271	10489 0101	WALTER KING KANNAMI- KANNAMI PROGRAM SUPPLIE	08/11/2016	500.00
Total for Check Number 9271:				500.00
9272	10678	MAC'S EQUIPMENT INC	08/11/2016	
	140086	PD MAINT-OIL FILTER WRENCH		2.92
	140086	VE MAINT-OIL FILTER WRENCH		2.92
	140114	PD REP-MANIFOLD STUDS		7.65
	140513	PD REP-DIODES		5.00
	140513	VE REP-DIODES		4.99
	140635	VE MAINT-DEX COOL ANTI FREEZE		38.97
Total for Check Number 9272:				62.45
9273	10261	MID VALLEY DISPOSAL, INC	08/11/2016	
	07312016	SWA- JULY 2016 SW CHARGES		90,776.91
	07312016	SWA- CITY PORTION FOR JULY 2016		-18,155.38
	07312016	SWA- ROLL OFF/FRANCHISE FEES		-432.20
Total for Check Number 9273:				72,189.33
9274	10265	MONTOY LAW CORPORATION	08/11/2016	
	07312016	ADM-JULY LEGAL SERVICES		3,341.50
Total for Check Number 9274:				3,341.50
9275	10487	LORA NEHRING	08/11/2016	
	08092016	REC- INSTRUCTOR FEE- ZUMBA JULY 2016		290.50
	08092016	REC- INSTRUCTOR FEE- AQUA ZUMBA JU		45.50
Total for Check Number 9275:				336.00
9276	10286	O'REILLY AUTOMOTIVE, INC	08/11/2016	
	3921-285038	VE REP- SUPPLIES		14.06
	3921-285219	PD REP- EGR METAL TUBE #1455		76.07
	3921-285362	PD MAINT- SMOKE MACHINE		999.99
	3921-286068	PD REP- CLUTCH ASSEMBLY #1420		90.95
	3921-286124	VE SUPPL- SUPPLIES		12.98
	3921-286725	PD MAINT- SUPPLIES		15.68
	3921-286725	PD MAINT- SUPPLIES		15.67
	3921-286732	VE REP- BATTERY FOR BUCKET TRUCK		214.16
	3921-286744	PD REP- RETURN		-10.00
	3921-286762	PD MAINT- SUPPLIES		8.41
	3921-286762	VE MAINT- SUPPLIES		8.41
	3921-287277	VE REP- FAN ASSEMBLY #1459		344.17
	3921-287282	VE REP- FAN MOTOR #1459		97.49
	3921-287614	VE REP- SUPPLIES		28.12
	3921-288656	VE REP- SUPPLIES		3.89
	3921285373	VE REP- ROTORS, PADS, SHOES FOR BRAK		225.37
	3921286418	PD REP- A/C COMPRESSOR #1420		226.24
Total for Check Number 9276:				2,371.66
9277	10282	OFFICE DEPOT	08/11/2016	
	854135374001	FIN- OFFICE SUPPLIES		29.06
	854135374001	FIN- OFFICE SUPPLIES		29.07
Total for Check Number 9277:				58.13
9278	10289	P.G.& E.	08/11/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	4939626163-5	VE- MONTHLY SERVICE GAS 6-28-16-7-27-1		961.27
	68250253967	ADM- MONTHLY UTILITIES 6-30-16 - 7-31-1		1,630.36
Total for Check Number 9278:				2,591.63
9279	10599 56428	PARADISE PRINTING WTR- 1000 BROCHURES SPANISH/1000 BR	08/11/2016	495.67
Total for Check Number 9279:				495.67
9280	10305	PITNEY BOWES PURCHASE POWER	08/11/2016	
	8000-9090-0159-	VAR- POSTAGE FOR METER		60.37
	8000-9090-0159-	VAR- POSTAGE FOR METER		35.81
	8000-9090-0159-	VAR- POSTAGE FOR METER		64.17
	8000-9090-0159-	VAR- POSTAGE FOR METER		1.57
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.94
	8000-9090-0159-	VAR- POSTAGE FOR METER		3.24
	8000-9090-0159-	VAR- POSTAGE FOR METER		119.32
	8000-9090-0159-	VAR- POSTAGE FOR METER		1.41
	8000-9090-0159-	VAR- POSTAGE FOR METER		0.94
	8000-9090-0159-	VAR- POSTAGE FOR METER		23.17
	8000-9090-0159-	VAR- POSTAGE FOR METER		68.21
	8000-9090-0159-	VAR- POSTAGE FOR METER		77.30
Total for Check Number 9280:				456.45
9281	10316 4542	R G EQUIPMENT OF FRESNO INC VE EQUIP- RADIATOR HOSES FOR MOWEF	08/11/2016	110.69
Total for Check Number 9281:				110.69
9282	10319	RENO'S HARDWARE	08/11/2016	
	080220160	SWR- CREDIT ACCT OVERPAID		-2.05
	080220161	MEDIANS- CREDIT ACCT OVERPAID		-4.12
	080220168	WTR- CREDIT ACCT OVERPAID		-2.05
	1133	MEDIANS- SUPPLIES		9.68
	1136	MEDIANS- SUPPLIES		4.82
	1189	SWR- SUPPLIES		14.06
	1246	WTR- SUPPLIES		16.07
Total for Check Number 9282:				36.41
9283	11046 07182016	REPTILE RON ANIMAL PRESENTATIO REC- PRE SHOW MOVIES IN THE PARK - R	08/11/2016	175.00
Total for Check Number 9283:				175.00
9284	10327 70710468	SAFETY KLEEN CORP VE - CLEAN AQUEOUS PART WASHER	08/11/2016	284.11
Total for Check Number 9284:				284.11
9285	10337	SLUMBERGER LUMBER	08/11/2016	
	07052016	WTR- SUPPLIES 4 INV <\$50		58.41
	07062016	STRTC- SUPPLIES 8 INV <\$50		113.46
	07072016	MEDIANS- SUPPLIES 2 INV <\$50		55.96
	07142016	PARKS- SUPPLIES 2 INV <\$50		61.43
	07202016	SWR- SUPPLIES 5 INV <\$50		100.53
	B287744	STRTC- CONCRETE AND WOOD		95.84
	B288048	SWR- CREDIT TO ACCT		-7.03
	B288401	STRTC- WOOD		54.50
	C181685	MEDIANS- PIPE FITTINGS		65.67

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	C182566	WTR- CONCRETE		58.44
	C182638	STRTC- WOOD		92.20
	C182797	WTR- SUPPLIES1 INV<\$50		10.76
	C182879	SWR- WOOD, JOIST HANGER		163.58
			Total for Check Number 9285:	923.75
9286	10754	SUPPLYWORKS	08/11/2016	
	374161032	CTC- JANITORIAL SUPPLIES		56.84
	374312122	CTC- JANITORIAL SUPPLIES		18.34
	374312130	CTC- JANITORIAL SUPPLIES		943.40
			Total for Check Number 9286:	1,018.58
9287	10358	TECH DISTRIBUTION & TIRE SPLY	08/11/2016	
	586349	VE SUPPL- INFLATER/HOSE		59.16
			Total for Check Number 9287:	59.16
9288	10717	VORTAL INC	08/11/2016	
	1125	ADM- MONTHLY WEB HOSTING & MTG. A		50.00
			Total for Check Number 9288:	50.00
9289	10412	XEROX CORPORATION	08/11/2016	
	085664476	WTR-COPIER LEASE AGREEMENT JULY 16		83.31
	085664476	SWR-COPIER LEASE AGREEMENT JULY 16		83.31
			Total for Check Number 9289:	166.62
9290	11112	ABSOLUTE URETHANE	08/11/2016	
	51765	CS- ROOF LEAK REPAIR- 720S 8TH ST		250.00
	51783	CS- ROOF REPAIR- DENTIST OFFICE 942 S		650.00
			Total for Check Number 9290:	900.00
9291	11113	RACHEL BUCHNOFF	08/11/2016	
	06132016	REC- REFUND SWIM LESSONS S.2 UNABL		35.00
			Total for Check Number 9291:	35.00
9292	10286	O'REILLY AUTOMOTIVE, INC	08/11/2016	
	3921-283992	VE REP- RADIATOR #1444		211.92
			Total for Check Number 9292:	211.92
9293	10867	REFRIGERATION SPECIALTIES	08/11/2016	
	023277	CTC- REPLACE ICE MAKER		1,000.00
	023277	CTC- REPLACE ICE MAKER		2,100.00
	023277	CTC- LABOR		175.00
			Total for Check Number 9293:	3,275.00
9294	10337	SLUMBERGER LUMBER	08/11/2016	
	05022016	LLD- SUPPLIES 3 INV <\$50		25.46
	05102016	SWR- SUPPLIES 8 INV <\$50		134.28
	05162016	STRTC- SUPPLIES 4 INV <\$50		133.47
	06072016	MEDIANS- SUPPLIES9 INV <\$50		180.07
	06202016	PARKS- SUPPLIES 2 INV <\$50		53.85
	522016	WTR- SUPPLIES 12 INV <\$50		163.56
	B282232	WTR- WOOD, CONCRETE, SCREWS		166.80
	B282289	SWR- BRUSH, ENAMEL, BUCKET		53.43

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	B282904	WTR- HANDLE, HAMMER, WRENCH, PLIEI		93.54
	B283281	WTR CONS- SUPPLIES1 INV <\$50		8.96
	B284530	MEDIANS- PIPE FITTINGS		86.20
	B285039	MEDIANS- POST DIGGER, KNIFE, BLADES		88.73
	B285083	MEDIANS- POST DIGGERS		110.37
	B285579	WTR- ROOFING		111.46
	C177036	WTR- CONCRETE		142.85
	C177549	SWR- STEP LADDER		59.51
	C180080	WTR- WOOD, POST MIX, JOIST HANGER		97.08
	C180791	MEDIANS- PIPE		52.20
Total for Check Number 9294:				1,761.82
9295	10923	AMBER CHEMICAL INC	08/16/2016	
	0337747-IN	WTR- 600 GALLONS BULK CHLORINE 2.10		1,363.64
	0337762-IN	WTR- 16-15 GALLON CARBOYS-CHLORINI		720.00
	0337762-IN	WTR- CARBOY DEPOSIT		320.00
	0337762-IN	WTR- CARBOY DEPOSIT (REFUND)		-360.00
	0337762-IN	WTR- ENVIRONMENTAL CLEANOUT CHAI		90.00
	0337762-IN	WTR- TAX		59.22
Total for Check Number 9295:				2,192.86
9296	11036	APPLEBY & CO	08/16/2016	
	CB13274	BPO- BUILDING PLANS- IMAGING & ELEC		355.20
Total for Check Number 9296:				355.20
9297	10039	AT&T	08/16/2016	
	23434345970408	PD- T-1 LINE 08/10/16 TO 09/09/16		275.79
Total for Check Number 9297:				275.79
9298	10047	BELMONT NURSERY	08/16/2016	
	S1250507	MEDIANS- 14 WASHINGTONIA PALMS		2,856.77
Total for Check Number 9298:				2,856.77
9299	11116	CLAUDIA BRIBIESCA	08/16/2016	
	00049465	CTC- DEPOSIT REFUND- CTC 08-13-16		400.00
Total for Check Number 9299:				400.00
9300	10617	C A REDING CO INC	08/16/2016	
	391016	PD- JULY BILLING FOR COPIES 07-13-16 TC		85.09
Total for Check Number 9300:				85.09
9301	11117	LIDIA CAMARENA	08/16/2016	
	00068872	CTC- DEPOSIT REFUND SCOUT HUT- LIDL		100.00
Total for Check Number 9301:				100.00
9302	10092	CENTRAL VALLEY TOXICOLOGY INC	08/16/2016	
	253131	PD- BLOOD TEST 16-2070 ABUSE SCREEN,		78.00
	253610	PD- BLOOD TEST 16-2231 ETHYL ALCOHOI		38.00
Total for Check Number 9302:				116.00
9303	10094	CHEAPER THAN DIRT	08/16/2016	
	12239609	PD- 2 STREAMLIGHT REPLACEMENT BAT		32.80

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 9303:	32.80
9304	10452	CITY OF FRESNO WMD	08/16/2016	
	K062916	WTR- LAB ANALYSIS WATER		30.00
	K062916	SWR- LAB ANALYSIS SEWER		67.00
	K070616	WTR- LAB ANALYSIS WATER		75.00
	K070616	SWR- LAB ANALYSIS SEWER		122.50
	K071316	WTR- LAB ANALYSIS WATER		30.00
	K071316	SWR- LAB ANALYSIS SEWER		69.50
	K072016	WTR- LAB ANALYSIS WATER		30.00
	K072016	SWR- LAB ANALYSIS SEWER		73.50
	K072016	WTR- LAB ANALYSIS WATER		30.00
	K072716	SWR- LAB ANALYSIS SEWER		69.50
			Total for Check Number 9304:	597.00
9305	10118	DAPPER TIRE	08/16/2016	
	43481995	VE REP- TIRES FOR #1461		541.20
			Total for Check Number 9305:	541.20
9306	10128	DEPARTMENT OF JUSTICE	08/16/2016	
	180778	PD- LIVE SCAN PRINTS 10 DOJ, 3 FBI, 1 CH		386.00
	180778	PD- CREDIT FOR WRONG BILLING CODE		-32.00
	183776	PD 2 BLOOD ALCOHOL ANALYSIS		70.00
			Total for Check Number 9306:	424.00
9307	10151	EWING IRRIGATION PRODUCTS	08/16/2016	
	1856807	STRTC- FILTERS		163.05
	1925989	PARKS- BUBBLERS & SUPPLIES		162.81
			Total for Check Number 9307:	325.86
9308	10162	FRESNO COUNTY TREASURER	08/16/2016	
	SO13859	PD- DISPATCHING SERVICE AUG 2016		17,490.61
	SO13859	PD- RMS/JMS/CAD ACCESS FEES JULY		167.60
			Total for Check Number 9308:	17,658.21
9309	10169	FRESNO PET CEMETERY	08/16/2016	
	26639	AAC- 17 ANIMAL CARCASSES DISPOSED (		113.90
			Total for Check Number 9309:	113.90
9310	10175	G & K SERVICES, INC	08/16/2016	
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		1.19
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		41.15
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		8.00
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		23.81
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		1,509.69
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		102.70
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		86.36
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		7.83
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		15.13
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		21.32
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		12.81
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		23.01
	07312016	VAR- UNIFORMS, MATS AND SUPPLIES		55.91

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 9310:	1,908.91
9311	10679 08092016	GARCIA'S MARKET PD- TORTILLAS FOR NATIONAL NIGHT OU	08/16/2016	41.86
			Total for Check Number 9311:	41.86
9312	10183 109252	GRAFIX SHOPPE PD REP- NEW GRAPHICS FOR #1489 (DAM,	08/16/2016	152.46
			Total for Check Number 9312:	152.46
9313	10204 36968	IDTS INC PD- 3 ANNUAL ENROLLMENT FOR NELSO	08/16/2016	15.00
			Total for Check Number 9313:	15.00
9314	10205 S100173544 S100174789 S100174798 S100174799	INDEPENDENT STATIONERS CS- HOOKS FOR TRANSIT BUS CS- COFFEE CUPS CS- CORKBOARD TRANSIT REC- PAPER BINDERS YSB	08/16/2016	6.93 26.15 18.61 43.05
			Total for Check Number 9314:	94.74
9315	10228 46689	J'S COMMUNICATIONS, INC PD- REPAIR TO RADIO CIRCUIT BOARD IN	08/16/2016	294.00
			Total for Check Number 9315:	294.00
9316	10932 08052016	KARL C SCHOETTLER BPO- CONTRACT PLANNING SERVICES: JU	08/16/2016	405.00
			Total for Check Number 9316:	405.00
9317	10238 170026	KERMAN UNIFIED SCHOOL DIST CS- PG&E BILL BALLFIELD LIGHTS GOLD	08/16/2016	1,232.57
			Total for Check Number 9317:	1,232.57
9318	10259 162213088101	MES VISION HR- SEPTEMBER VISION PREMIUM	08/16/2016	702.48
			Total for Check Number 9318:	702.48
9319	10457 728715 728715 735880 735880	OFFICEMAX INC WTR- 50 % OFFICE SUPPLIES SWR- 50 % OFFICE SUPPLIES PARKS- OFFICE SUPPLIES WTR CONSRV- OFFICE SUPPLIES	08/16/2016	26.87 26.87 178.30 28.28
			Total for Check Number 9319:	260.32
9320	10285 8476267	ONTRAC BPO- PLAN CHECK OVERNIGHT DELIVER'	08/16/2016	74.30
			Total for Check Number 9320:	74.30
9321	10605 08122016	ORTIZ MOBILE AUTO BODY VE- BODY WORK TO #1489 ORIGINAL EST]	08/16/2016	1,357.45

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 9321:	1,357.45
9322	10289	P.G.& E.	08/16/2016	
	3920400666-0	STRT- MONTHLY SERVICES 06-29-16- 7-28-		4,290.02
	4055166878-9	LLD- INSTALLMENT LOAN LED		1,207.83
	4055166878-91	LLD- MONTHLY SERVICE 062816-072716		1,502.37
	4647279811-8	PD- JULY 2016 PG&E BILL 06-30-16 TO 07-3		2,448.51
	5467738309-0	WTR/SWR/SD 6-28-16 7-27-16		36,636.76
	5467738309-0	WTR/SWR/SD 6-28-16 7-27-16		152.21
	5467738309-0	WTR/SWR/SD 6-28-16 7-27-16		21.03
	5467738309-0	WTR/SWR/SD 6-28-16 7-27-16		45.31
	6206788690-3	CS- MONTHLY SERVICES ELEC & GAS		1,866.66
	6206788690-3	CS- MONTHLY SERVICES ELEC & GAS 7-8-		117.29
	6206788690-3	CS- MONTHLY SERVICES ELEC & GAS 7-8-		4,358.13
	6206788690-3	CS- MONTHLY SERVICES ELEC & GAS 7-8-		1,203.62
	6206788690-3	CS- MONTHLY SERVICES ELEC & GAS 7-8-		100.00
			Total for Check Number 9322:	53,949.74
9323	11006	RIGHT NOW PHLEBOTOMY	08/16/2016	
	08032016	PD- BLOOD DRAW CASE 16-2538 KPD		125.00
	08042016	PD- BLOOD CASE 16-2550		125.00
			Total for Check Number 9323:	250.00
9324	10986	ROTARY CLUB OF KERMAN	08/16/2016	
	1377280	ADM- ROTAR CLUB DUES/LUNCHES		97.00
			Total for Check Number 9324:	97.00
9325	10335	SILVA AUTO GROUP INC	08/16/2016	
	28545	PD REP- SENSOR #1420		123.96
	28677	PD REP- ABS MODULE #1420		897.80
			Total for Check Number 9325:	1,021.76
9326	10337	SLUMBERGER LUMBER	08/16/2016	
	D107911	PD- 1 KEY FOR VEH 469		3.45
			Total for Check Number 9326:	3.45
9327	10338	SMITH AUTO	08/16/2016	
	04CR001610	VE REP- CLUTCH ASSEMBLY RETURN		-148.10
	04IN010659	PD REP- SUPPLIES		13.95
	04IN010681	VE REP- SUPPLIES		12.98
	04IN011178	VE REP- CLUTCH ASSEMBLY		118.66
	04IN011193	VE SUPPL- PUNCH & CHISEL SET		61.31
	04IN011259	PD REP- SUPPLIES		5.85
	04IN011259	VE REP- SUPPLIES		5.84
	04IN011716	VE REP- WATER PUMP		194.00
	04IN011743	SWR- SUPPLIES		21.16
			Total for Check Number 9327:	285.65
9328	10754	SUPPLYWORKS	08/16/2016	
	375028503	CTC- JANITORIAL SUPPLIES		18.34
	375028511	CTC- JANITORIAL SUPPLIES		23.68
			Total for Check Number 9328:	42.02
9329	10906	TAMARACK PEST CONTROL	08/16/2016	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	0309629	CTC- PEST CONTROL SPRAY CTC AUG 201		100.00
			Total for Check Number 9329:	100.00
9330	10382 138985219-001	UNITED RENTALS NORTHWEST INC MEDIANS- AUGER RENTAL FOR MEDIANS	08/16/2016	350.36
			Total for Check Number 9330:	350.36
9331	10644 310465703 310946694	US BANK EQUIPMENT FINANCE BPO- LANIER/MP C3503 COPIER LEASE PD- AUG COPIER LANIER MPC4503 UNAPP	08/16/2016	163.16 28.57
			Total for Check Number 9331:	191.73
9332	10391 07012016 07072016 07072016 07112016 07142016 OFF1K112857 OFF1K113058 OFF1K113091 OFF1K113092 OFF1K113095 OFF1K113100 OFF1K113164 OFF1K113223 OFF2K108816 OFF2K108828 OFF2K108937 OFF2K109047 OFF2K109134 OFF2K113314	VALLEY FARM SUPPLY STORES VE EQUIP- SUPPLIES 3 INV <\$50 SWR- SUPPLIES 13 INV <\$50 VE SUPPL- SUPPLIES 2 IMN <\$50 WTR- SUPPLIES 11 INV <\$50 PARKS- SUPPLIES 2 INV <\$50 SWR- STIHL CHAIN SAW BLDG- SUPPLIES 1 INV <\$50 MEDIANS- MISC IRRIGATION SUPPLIES MEDIANS- MISC IRRIGATION SUPPLIES PARKS- HULA HOSES AND RAKES STRTC- WHEELBARROW WTR- WIRE STRIPPER, WRENCHES, PAINT WTR- COMBO WRENCH AND SOCKETS MEDIANS- SUPPLIES 1 INV <\$50 STRTC- SUPPLIES 3 INV <\$50 STRTC-20" CHAIN, GRAB HOOK PARKS- WEED EATER LINE LLD SUPPLIES 1 INV <\$50 WTR- RETURN WRENCHES	08/16/2016	77.89 228.83 34.23 87.65 24.91 321.41 7.56 89.76 132.41 106.81 108.21 115.75 62.74 46.14 28.45 82.87 84.08 5.35 -69.24
			Total for Check Number 9332:	1,575.81
9333	10399 214531	VETERINARY MEDICAL CENTER AAC- 2 EUTHANASIA OF ANIMALS	08/16/2016	44.50
			Total for Check Number 9333:	44.50
9334	10406 230803 52464 52464	WEST HILLS OIL INC SWR- GREASE FOR HEADWORKS- WWTP VE- FUEL- JULY 16-31 1288.731 GALLONS VE- B. ARREDONDO TRANSPRT 71.196 GAL	08/16/2016	264.77 3,727.57 200.68
			Total for Check Number 9334:	4,193.02
9335	10417 9002378584 9002378584 9002378584 9002378584	ZEP MANUFACTURING CO SWR- METER MIST AEROSOL SWR- DISINFECTANT CLEANER SWR- GALLON BOTTLE PUMP SWR- SHIPPING & TAX	08/16/2016	313.88 56.54 4.01 75.70
			Total for Check Number 9335:	450.13
9336	10281 09212015 CUP 12-02 SPR 15-04	NORTH CENTRAL FIRE PROT DIST CUP- TAMMY ARREDONDO/LARGE FAMIL MID VALLEY DISPOSAL AMEND PHASE II BPO- BURNETT FOODS/STARBUCKS COFF	08/16/2016	247.00 247.00 247.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	SPR 15-05	BPO- MACKEY EQUIP		247.00
	SPR 16-01	BPO- WILLOW PARTNERS/GATEWAY APAR		247.00
	SPR 16-011	BPO- ORIENTAL MASSAGE CUP		247.00
	SPR 16-02	BPO- KERMAN BAPTIST CHURCH CUP		247.00
			Total for Check Number 9336:	1,729.00
9337	10019 595634	AFLAC HR- AUG EMPLOYEE VOLUNTARY INS	08/25/2016	127.70
			Total for Check Number 9337:	127.70
9338	10730 11132016	ERIC ANTUNA PD- 5 DAYS SUB E. ANTUNA	08/25/2016	190.00
			Total for Check Number 9338:	190.00
9339	11036 CB13282 CB13282	APPLEBY & CO BPO- BUILDING PLANS- IMAGING & ELEC BPO- BUILDING PLANS- IMAGING & ELEC	08/25/2016	3,173.83 1,360.21
			Total for Check Number 9339:	4,534.04
9340	10920 10192016	JEFF BELDING PD- 3 DAY COM LUNCH FIELD TRAINING (	08/25/2016	24.00
			Total for Check Number 9340:	24.00
9341	10766 08232016 09072016	JOSEPH BLOHM PD- REIMBURSE CHIEF BLOHM TRIP TO D PD- 3 DAYS SUBSISTENCE CHIEFS EX WOI	08/25/2016	1,342.24 114.00
			Total for Check Number 9341:	1,456.24
9342	10054 162280014452	BLUE SHIELD OF CALIFORNIA HR- SEP MEDICAL COVERAGE	08/25/2016	36,912.00
			Total for Check Number 9342:	36,912.00
9343	10617 390061	C A REDING CO INC BPO- LANIER/MP C3503 COPIER (BLDG & I	08/25/2016	56.89
			Total for Check Number 9343:	56.89
9344	10104 815550021014764	COMCAST TECH-TECHNOLOGY SERVICES 8/14/16-9/1	08/25/2016	191.08
			Total for Check Number 9344:	191.08
9345	10826 864283	CROWN SERVICES CORPORATION MEDIANS- PORTABLE RESTROOM RENTAL	08/25/2016	245.65
			Total for Check Number 9345:	245.65
9346	10865 11142016	JACOB DUNN PD 3 DAY COMM LUNCH OFFICER J DUNN	08/25/2016	24.00
			Total for Check Number 9346:	24.00
9347	10162 SO13924	FRESNO COUNTY TREASURER PD- JULY PRISONER PROCESSING SERVICI	08/25/2016	24.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 9347:	24.00
9348	10169 26789	FRESNO PET CEMETERY AAC- 16 ANIMAL CAR CASSES DISPOSED	08/25/2016	265.80
			Total for Check Number 9348:	265.80
9349	11125 090716	JOHN GOLDEN PD- 3 DAYS SUBSISTENCE CHIEFS EX WO	08/25/2016	114.00
			Total for Check Number 9349:	114.00
9350	11115 C23848	HAAKER EQUIPMENT COMPANY SWR- SUPPLIES TO CLEAN MAN HOLES	08/25/2016	55.11
			Total for Check Number 9350:	55.11
9351	10710 10055244 10057325	HACH COMPANY WTR- VIALS WTR- DISPENSER & POWDER	08/25/2016	131.86 132.79
			Total for Check Number 9351:	264.65
9352	10194 F969979	HD SUPPLY WATERWORKS LTD WTR- BRASS FITTINGS	08/25/2016	76.36
			Total for Check Number 9352:	76.36
9353	11118 08222016	ADELINE HERNANDEZ CTC- DEPOSIT REFUND- SH 08/20/16	08/25/2016	100.00
			Total for Check Number 9353:	100.00
9354	11122 08252016	HINOJOSA CATERING REC- DINNER FOR KERMAN TOWN HALL	08/25/2016	998.38
			Total for Check Number 9354:	998.38
9355	11120 52605	INDUSTRIAL ELECTRICAL COMPANY SWR- REPAIR/SERVICE FOR 120V MOTOR (	08/25/2016	332.50
			Total for Check Number 9355:	332.50
9356	10485 1584	JP AIR CONDITIONING & HEATING CS- FLUSHED CONDENSATION DRAIN SEN	08/25/2016	123.59
			Total for Check Number 9356:	123.59
9357	10238 170027	KERMAN UNIFIED SCHOOL DIST CS- KHS POOL- ROLL TISSUE PAPER	08/25/2016	27.40
			Total for Check Number 9357:	27.40
9358	10239 41656	KERWEST INC CC- ORD 16-05 FULL PUBLICATION	08/25/2016	252.00
			Total for Check Number 9358:	252.00
9359	10989 08312016	EJ LABERTEAUX PD- 1 DAY SUB OFFICER EJ LABERTEAUX	08/25/2016	38.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 9359:	38.00
9360	BP-MERA	MERAZ ROOFING INC FIN- REFUND BLDG PERMIT - OUTSIDE CI	08/25/2016	198.96
			Total for Check Number 9360:	198.96
9361	10271 42624	MUNISERVICES LLC ADM- STARS SERVICE TAX 1ST QTR 2016	08/25/2016	500.00
			Total for Check Number 9361:	500.00
9362	10272 000561664500 000561664500 000561664500 000561664500	MUTUAL OF OMAHA HR- SEPT LTD INS EMPLOYEE HR- SEPT LTD INS EMPLOYER HR- SEPT LIFE INS HR- SEPT VOLUNTARY LIFE	08/25/2016	454.45 454.45 417.50 1,206.77
			Total for Check Number 9362:	2,533.17
9363	10282 839388469001 839388469001-	OFFICE DEPOT BPO- OFFICE SUPPLIES BPO- OFFICE SUPPLIES	08/25/2016	36.19 31.80
			Total for Check Number 9363:	67.99
9364	10457 729653 729653	OFFICEMAX INC WTR 50%- OFFICE SUPPLIES SWR 50%- OFFICE SUPPLIES	08/25/2016	6.38 6.38
			Total for Check Number 9364:	12.76
9365	11121 08042016 08042016	PARKSON CORPORATION SWR- BIOLAC AERATION SUPPLIES FOR P. SWR- TAX	08/25/2016	972.18 60.48
			Total for Check Number 9365:	1,032.66
9366	11006 08172016 08212016	RIGHT NOW PHLEBOTOMY PD- BLOOD DRAW CASE 16-2683 KPD CON PD- BLOOD DRAW CASE 16-2727	08/25/2016	125.00 125.00
			Total for Check Number 9366:	250.00
9367	10986 1377273	ROTARY CLUB OF KERMAN PD- AUG. ROTARY DUES: CHIEF BLOHM	08/25/2016	97.00
			Total for Check Number 9367:	97.00
9368	BP-RS C	RS CONSTRUCTION FIN- REFUND ELECTRICAL FEES 535 S BO'	08/25/2016	55.00
			Total for Check Number 9368:	55.00
9369	11124 08232016	SACRAMENTO COUNTY SHERIFF'S DI PD- TUITION FIREARMS: LONG RIFLE INS'	08/25/2016	421.00
			Total for Check Number 9369:	421.00
9370	11123 08312016	SERRATO & ASSOCIATES INC PD- TUITION SEARCH WARRANTS FOR GA	08/25/2016	90.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 9370:	90.00
9371	11119 08222016	MARTHA SILVA CTC- DEPOSIT REFUND- CTC 08-20-2016	08/25/2016	400.00
			Total for Check Number 9371:	400.00
9372	10561 000359530 SCW-013313	SOUTHERN COMPUTER WAREHOUSE FIN- DESKTOP SCANNER FIN- RETURN PRINTER	08/25/2016	404.06 -266.19
			Total for Check Number 9372:	137.87
9373	10420 622685312-177 622685312-177 622685312-177 622685312-177 622685312-177 622685312-177 622685312-177 622685312-177 622685312-177 622685312-177 622685312-177 622685312-177	SPRINT VAR- MONTHLY CELLULAR SERVICES 07- VAR- MONTHLY CELLULAR SERVICES 07-	08/25/2016	21.07 154.48 28.09 21.07 45.64 126.40 77.24 70.22 24.58 29.84 107.37 21.07
			Total for Check Number 9373:	727.07
9374	10345 08192016	STATE OF CALIFORNIA HR- C FTB TAX WAGE GARNISHMENT P/R	08/25/2016	50.00
			Total for Check Number 9374:	50.00
9375	10348 08172016	STATE WATER RESOURCES CNTL BOA WTR- WATER TRMT OPERATOR T1 EXAM 1	08/25/2016	50.00
			Total for Check Number 9375:	50.00
9376	10911 11142016	MANPREET TIWANA PD- 3 DAY COMM LUNCH OFFICER M. TIW	08/25/2016	24.00
			Total for Check Number 9376:	24.00
9377	10168 MSP-20664	UNITY IT TECH-MONTHLY TECHNOLOGY SUPPORT	08/25/2016	2,335.10
			Total for Check Number 9377:	2,335.10
9378	10399 214592	VETERINARY MEDICAL CENTER AAC- 1 EUTHANASIA OF ANIMALS	08/25/2016	24.70
			Total for Check Number 9378:	24.70
9379	10406 230846	WEST HILLS OIL INC VE- SUPER SYN BLEND 05/20 OIL-55 GAL	08/25/2016	935.36
			Total for Check Number 9379:	935.36

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Report Total (118 checks):	260,149.18



# 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: SEPTEMBER 7, 2016

To: Mayor and City Council  
From: Jerry Jones, City Engineer  
Subject: Resolution Accepting Vineland Avenue Tree Removal

## RECOMMENDATION

Council by motion adopt the resolution accepting the Vineland Avenue Tree Removal and authorize the City Engineer to record the Notice of Completion.

## EXECUTIVE SUMMARY

The contractor, Cordova's Lawn and Tree Service, has completed the work required for the Vineland Avenue Tree Removal. The Vineland Avenue Tree Removal consisted of the removal of 15 trees along Vineland Avenue to make way for the street improvements to be installed as part of the Vineland Avenue Widening Project. The City Public Works Inspector has inspected the tree removal required by the project and all of the work specified in the contract has been completed.

## OUTSTANDING ISSUES

None.

## DISCUSSION

Vineland Avenue from Kearney Boulevard to approximately 700 feet north consists of one 12-foot-wide travel lane in each direction and a 12-foot-wide landscaped median. This segment does not include bike lanes, parking lanes, and has not been improved with curb and gutter and sidewalk (permanent concrete sidewalk constructed on east side only). The Vineland Avenue Widening Project will consist of the widening of Vineland Avenue to ultimate width, construction of curb and gutter and sidewalk, and construction of bulbouts and decorative crossings at the Kearney Boulevard intersection.

PG&E owns and operates overhead power lines and poles along the west side of Vineland Avenue within the widening project limits. The overhead lines are located along an alignment that will be within the proposed paved area of the street after completion of the widening project. Therefore, the overhead lines must be relocated approximately 24 feet to the west to an alignment outside of the proposed paved area. The City has acquired a 10-foot wide public utility easement from the adjacent property owner, Mr. Bill Tolmachoff, to accommodate the relocated overhead lines. In order for PG&E to move forward with the relocation, and the City to move forward with the widening project, several existing trees had to be removed that were in conflict with the proposed alignment of the relocated overhead lines.

## FISCAL IMPACT

The total cost of the tree removal was \$10,350. The cost of tree removal is included in the budget for the Vineland Avenue Widening Project. The tree removal will be funded with Local Transportation Funds, as part of the City match for the project.

## PUBLIC HEARING

Not Required.

Attachments:

- A. Resolution

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 VINELAND AVENUE TREE REMOVAL

WHEREAS, Cordova's Lawn and Tree Service has completed the work for the Vineland Avenue Tree Removal 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 Vineland Avenue Tree Removal 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 Vineland Avenue  
Tree Removal 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 7<sup>th</sup>  
day of September, 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

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Rhonda Armstrong

COUNCIL MEMBER  
Kevin Nehring

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: PLANNING & DEVELOPMENT  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: SEPTEMBER 7, 2016

TO: Mayor and City Council  
FROM: Olivia Pimentel, Planning Technician  
SUBJECT: Resolution Approving Agreement with Joseph Crown Construction and Development, Inc. for Subdivision Improvements, Deferral and Reimbursement

## RECOMMENDATION

Council by motion adopt resolution approving an agreement with Joseph Crown Construction and Development, Inc. for Subdivision Improvement, Deferral and Reimbursement.

## EXECUTIVE SUMMARY

Joseph Crown has reached an agreement with the bank wherein Crown will purchase the remaining 75 lots on Tract 5478. Mr. Crown is requesting a new agreement for the remaining lots similar to the previous deferment agreements that have been granted that defer Improvement Fees and Impact Fees until certificate of occupancy.

City staff have determined the threshold has been met based on the number of homes constructed and under construction in Tract 5478, which necessitates improvements must be completed in accordance with the original subdivision agreement with Pacific Mountain Partners, L.L.C. that was recorded on November 9, 2006.

Staff met with Mr. Crown on several occasions and have ultimately come to an agreement that will work for both parties.

## OUTSTANDING ISSUES

None

## FISCAL IMPACT

TBD

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 16-\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING  
AGREEMENT WITH CROWN HOMES FOR THE DEFERMENT OF CERTAIN FEES CONCERNING  
CONSTRUCTION OF REMAINING 75 HOMES IN KERMAN ESTATES TRACT 5478**

WHEREAS, Crown Homes (CROWN"), has purchased the remaining 75 lots that are part of Tract 5478 from United Security Bank; and

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

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

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

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

1. The foregoing recitals are incorporated by reference.
2. The Council hereby approves the agreement attached as Exhibit 'A' with CROWN to construct homes on the remaining 75 lots that CROWN owns in Tract 5478 and authorizes the Mayor to execute the agreement on behalf of the City.

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

SUBDIVISION IMPROVEMENT, FEE DEFERRAL,  
AND REIMBURSEMENT AGREEMENT  
TRACT NO. 5478

THIS SUBDIVISION IMPROVEMENT, FEE DEFERRAL AND REIMBURSEMENT AGREEMENT (hereinafter the "Improvement Agreement") is made by and between the CITY OF KERMAN, a municipal corporation, (hereinafter the "City"), and JOSEPH CROWN CONSTRUCTION AND DEVELOPMENT, INC, a California corporation (hereinafter "Crown").

This Improvement Agreement shall be effective as of the day and year specified below in Article E 6 of this Improvement Agreement (hereinafter the "Effective Date"). The City and Crown may hereinafter be individually referred to as "Party" and collectively as "Parties."

RECITALS

A. On or about August 24, 2006, City and Pacific Mountain Partners, L.L.C., a California Limited Liability Company, the original developer of Tract 5478 ("Pacific"), entered into a Subdivision Agreement for Tract No. 5478, as a condition of City's approval of a subdivision map for Tract No. 5478 ("Subdivision Agreement"); recorded on November 9, 2006 as Document No. 2006-0238844 in the Official Records of the County of Fresno, State of California.

B. The Subdivision Agreement sets forth the terms and conditions under which Pacific would construct certain public improvements, including the widening of Whitesbridge Road, which were conditions of the City's approval of Tract No. 5478.

C. Pacific became insolvent before satisfactorily completing the said improvements described in the Subdivision Agreement.

D. United Security Bank ("Bank") foreclosed on several deeds of trust from Pacific and became the owner of 129 residential lots in Tract No. 5478. At the time of foreclosure, homes had not yet been built on 115 of those lots.

E. The incomplete improvements are detailed in the plans on file with the City Clerk prepared by Yamabe & Horn Engineering, Inc. titled "City of Kerman, Kerman Estates Tract 5478, Reconstruct Interior Improvements," dated September 8, 2011 consisting of 2 sheets and listing 62 items of construction or repair, hereinafter referred to as "Interior Improvement Repairs" attached hereto as Exhibit 'A' ("Interior Improvements"), and in the Proposal to the City of Kerman, Whitesbridge Road Widening, Tract 5478, Kerman Estates, hereinafter referred to as Whitesbridge

Road Widening, attached hereto as Exhibit 'B' ("Whitesbridge Improvements"). The Interior Improvement Repairs and the Whitesbridge Road Widening are sometimes collectively referred as "Improvements."

F. In or about February 2015, City obtained estimates for the completion and/or repair of the Interior Improvements and the Whitesbridge Road Widening. The estimate for construction of the Whitesbridge Road Widening was \$761,730.67. The estimate for the Interior Improvements was \$275,062.01. The combined total for the Improvements amounted to \$1,036,792.68 (collectively the "Estimated Improvement Costs") attached hereto as Exhibit 'C'.

G. Based upon the Estimated Improvement Costs, the City developed a "fair share contribution" fee to be borne by subsequent developers of Tract 5478 for the construction of the Improvements ("Improvement Fee"). Initially, and as noted below in Recital K the City determined the Improvement Fee was \$8,894.00 per lot; subsequently, the Improvement Fee was adjusted slightly to \$9,041 per lot. The City has also established two funds, the "Tract 5478 Interior Improvement Fund" and the "Whitesbridge Road Widening Improvement Fund" (collectively referred to as "Improvement Fees") wherein said Improvement Fees are proportionally deposited upon payment and held for the future completion and/or repair of the Improvements.

H. Developers of lots within Tract 5478 are also required to pay certain development impact fees more specifically set forth in Exhibit 'D' currently estimated at \$12,920.00 per lot ("Development Impact Fees").

I. The City has four deferral agreements concerning Tract 5478 (including two with Crown) wherein the City has deferred the payment of the Improvement Fee until the issuance of a certificate of occupancy as follows:

<u>Developer</u>	<u>No. of Lots</u>	<u>Improvement Fee/Lot</u>	<u>Total Collected</u>
1. GJ Gardner	10	\$8,894.00	\$88,940.00
2. RJ Hill	10	\$8,894.00	\$88,940.00
3. Crown	20	\$9,041.00	\$180,820.00
4. Crown	11	\$9,041.00	Deferred
<b>Total</b>			<b>\$358,700.00</b>

J. Of the \$358,700.00 collected in deferred Improvement Fees, approximately \$261,560 is applicable to the Whitesbridge Improvements and \$97,145.00 is applicable to the Interior Improvements.

K. Crown has reached an agreement with the Bank wherein Crown will purchase the remaining 75 Lots of Tract 5478 on a quarterly basis. The City has issued Crown 35 building permits for homes within Tract 5478, including 11 Lots identified in Recital I 4 above and Recital P below; and 4 Lots for which Crown paid the full Improvement Fee without deferral. Those Lots actually owned by Crown shall be referred to herein as the Crown Lots.

L. The City has determined that the threshold has been met, based on the number of homes constructed or under construction in Tract 5478, that necessitates the Improvements must be completed.

M. City and Crown have discussed the necessity of completing the Whitesbridge Road Widening and the Interior Improvement Repairs and Crown has agreed to enter into this Subdivision Improvement, Fee Deferral, and Reimbursement Agreement wherein Crown will agree to complete the Improvements pursuant to a schedule and provide securities for Crown's performance and City will agree to defer Improvement Fees Impact Fees and reimburse Crown upon completion through fee credits and reimbursements, if any.

N. In the interim, Crown and City entered into the 11 Lot Deferral Agreement ("11 Lot Deferral Agreement, for the development of Lots 32 through 43 and 91 through 98, to defer the payment of Impact Fees and Improvement Fees on each of the 11 additional lot until such time as Crown seeks and the City is prepared to issue, a certificate of occupancy. This 11 Lot Deferral Agreement allowed Crown to commence home construction on the 11 Lots while the City and Crown prepare and approve this Improvement Agreement, which, when approved, will supersede this 11 Lot Deferral Agreement. It is the intent of the Parties that, upon execution of this Agreement that the 11 Lot Deferral Agreement will be rescinded in its entirety and replaced by this Improvement Agreement.

O. The City and Crown now desire to enter into this Improvement Agreement in order to ensure that the Improvements are completed timely.

**AGREEMENT**

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

///  
///  
///

**Article A. COMPLETION OF IMPROVEMENTS**

1. Crown agrees to complete the improvements described below in accordance with the terms and conditions of this Improvement Agreement:

1.1 Interior Improvements as set forth in Exhibit 'A' attached hereto.

1.2 Whitesbridge Improvements as set forth in Exhibit 'B' attached hereto.

2. Crown agrees to complete, or cause to be completed, and assume responsibility of performing all of the duties, requirements and obligations identified in Exhibit 'C', according to the following schedule:

2.1 Interior Improvements: Crown shall complete construction and installation of the Interior Improvements on or before the issuance of a certificate of occupancy for the forty-fifth (45th) home for which a building permit was issued pursuant to Article B Section 1 below.

2.2 Whitesbridge Improvements: Crown shall initiate Caltrans' review of the improvement plans for Whitesbridge Road no later than six (6) months from the Effective Date of this Agreement and complete the Whitesbridge Road improvements shall be completed six (6) months after Caltrans approves all required improvement plans ("Whitesbridge Road Improvement Deadline." The City Engineer shall have the authority to extend the Whitesbridge Road Improvement Deadline if the City Engineer determines Crown has used all commercially reasonable efforts to complete the improvements but the completion of such improvements has been delayed, at no fault of Crown, by weather, availability of materials, subcontractors, or other similar unexpected delay.

3. The work and improvements identified in Exhibit 'C' of this Improvement Agreement (hereinafter the "Improvements") shall be performed within the following time periods unless the time periods are extended by mutual agreement, in writing, between the Parties:

3.1 In the event Crown fails to complete the Interior Improvements within one year of the effective date of this Improvement Agreement, the City may in its sole discretion proceed to complete the Interior Improvements. In that event, the City shall give written notice to Crown that any and all deferred fees for Interior Improvements shall be due within 30 days of such notice.

3.2 In the event Crown fails to complete the Whitesbridge Improvements within three years of the effective date of this Improvement Agreement, the City may in its sole discretion proceed to complete the Whitesbridge Improvements. In that event, the City shall give written notice to Crown that any and all deferred fees for Whitesbridge Improvements which had been credited to Crown shall be due within 30 days of such notice.

4. The Interior Improvements shall be done in accordance with the construction standards contained in the current edition of the City's construction drawings and specifications, including any amendments thereto (hereinafter the "City Construction Standards"), at the sole cost and expense of the Crown, including all costs of engineering, inspection and testing. In the event there are not City Construction Standards for any of the Improvements, it is agreed that the same shall be done, performed and installed in accordance with the standards and specifications of the State of California, Department of Transportation (Caltrans), latest edition. All the Improvements and materials shall be done, performed and installed under the inspection and to the satisfaction of the City Inspector and City Engineer.

5. The Whitesbridge Improvements shall be done in accordance with the construction standards contained in the current Caltrans Standards. The Parties hereto agree that the Caltrans shall inspect all Whitesbridge Improvements. The Parties acknowledge that Whitesbridge Road is a State Highway and any work on it will require payment of prevailing wages.

6. Any damage to the work and Improvements constructed pursuant to this Improvement Agreement that occurs after installation shall be made good to the satisfaction of the City Engineer by Crown before any securities are released or the final acceptance of the completed work.

7. Crown shall remedy any defective work or labor or any defective materials relating to the Improvements and pay for any damage to other work or improvements resulting therefrom which shall occur within a period of one (1) year from the date of the City's acceptance of the Improvements.

8. To ensure Crown complies with its obligations set forth in Article A Section 1 of this Improvement Agreement, on acceptance of the required work by the City Engineer, Warranty Security shall be furnished to the City, in the minimum amount identified in Exhibit 'D', as a guarantee and warranty of the work, for a period of one (1) year following acceptance, against any defective work or labor done or defective materials furnished. Said Warranty Security shall be in the form of cash or a Certificate of Deposit. The Warranty Security shall be released, less any amount required to be used for fulfillment of the warranty, one (1) year after final acceptance of the Improvements.

9. This Improvement Agreement shall in no way be construed as a grant by the City of any rights to Crown to trespass upon land rightfully in the possession of, or owned by, another, whether such land be privately or publicly owned.

10. To the greatest extent allowed by law, Crown shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by the City, Crown or any other person, and from any and all claims, demands and actions in law or equity (including reasonable attorney's fees and litigation expenses), arising or alleged to have arisen directly or indirectly out of the performance of this Improvement Agreement or the performance of any or all work to be done in and upon the street rights-of-way in the subdivision and upon the premises adjacent thereto pursuant to this Improvement Agreement, provided that (a) the City promptly notifies the Crown in writing of any claim, action or demand for which indemnity is claimed; and (b) Crown has complete control of the defense and settlement thereof, provided that no settlement of an indemnified claim shall be made without the consent of the City, such consent not to be unreasonably withheld or delayed. Crown's obligations under the preceding sentence shall apply regardless of whether Crown or any of its officers, officials, employees, agents or volunteers are passively negligent, but shall not apply to any loss, liability, fines, penalties, forfeitures, costs or damages caused by the active or sole negligence, or the willful misconduct, of the City or any of its officers, officials, employees, agents or volunteers.

If Crown should subcontract all or any portion of the work to be performed under this Improvement Agreement, Crown shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents and volunteers in accordance with the terms of the preceding paragraph of this Section 10. Notwithstanding the preceding sentence, any subcontractor who is a "design professional," as defined in Section 2782.8 of the California Civil Code, shall, in lieu of indemnity requirements set forth in the preceding paragraph of this Section 10, be required to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agency and volunteers, to the furthest extent allowed by law, from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage), and from any and all claims, demands and actions in law or equity (including reasonable

attorney's fees and litigation expenses) that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, its principals, officers, employees, agents or volunteers in the performance of this Improvement Agreement.

Crown further agrees that the use for any purpose and by any person of any and all of the streets and improvements hereinbefore specified, shall be at the sole and exclusive risk of Crown at

all times prior to final acceptance by the City of the completed street and other improvements thereon and therein.

This Section 10 shall survive termination or expiration of this Improvement Agreement.

11. Throughout the life of this Improvement Agreement, Crown shall pay for and maintain in full force and effect all policies of insurance described in this Section 13 with an insurance company or companies either (i) approved by the California Insurance Commissioner to conduct business in the State of California and rated not less than "A-VII" in Best's Insurance Rating Guide, or (ii) authorized by the City Manager. The following policies of insurance are required:

11.1. COMMERCIAL GENERAL LIABILITY insurance, which shall be at least as broad as the current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01, and shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations (including the use of owned and non-owned equipment), products and completed operations, and contractual liability (including indemnity obligations under this Improvement Agreement) with limits of liability of not less than \$1,000,000 per occurrence for bodily injury and property damage, \$1,000,000 per occurrence for personal and advertising injury, and \$1,000,000 aggregate for products and completed operations.

11.2. COMMERCIAL AUTOMOBILE LIABILITY insurance, which shall be at least as broad as the current version of Insurance Services Office (ISO) Business Auto Coverage Form CA 00 01, and shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1 B Any Auto) with combined single limits of liability of not less than \$5,000,000 per accident for bodily injury and property damage.

11.3. PROFESSIONAL LIABILITY (Errors and Omissions) insurance appropriate to the respective person's profession (applicable only to those subcontractors who are providing Professional Services to the Crown) with limits of liability of not less than \$1,000,000.00 per claim/occurrence and policy aggregate.

11.4. WORKERS' COMPENSATION insurance as required under the California Labor Code.

11.5. EMPLOYERS' LIABILITY insurance with minimum limits of liability of not less than \$1,000,000 each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee.

Crown shall be responsible for payment of any deductibles contained in any insurance policy required hereunder, and Crown shall also be responsible for payment of any self-insured retentions.

The above-described policies of insurance shall be endorsed to provide an unrestricted thirty- (30) calendar-day written notice in favor of the City of policy cancellation of coverage, except for the Workers' Compensation policy, which shall provide a ten- (10) calendar-day written notice of such cancellation of coverage. In the event any policy is due to expire during the term of this Improvement Agreement, Crown shall provide a new certificate evidencing renewal of such policy not less than fifteen (15) calendar days prior to the expiration date of the expiring policy. Upon

issuance by the insurer, broker, or agent of a notice of cancellation in coverage, the Crown shall file with the City a new certificate and all applicable endorsements for such policy.

The Commercial General Liability and Commercial Automobile Liability insurance policies shall be written on an occurrence form and shall name the City, its officers, officials, agents, employees and volunteers as additional insured. Said policies of insurance shall be endorsed so Crown's insurance shall be primary and no contribution shall be required of the City. In the event claims made forms are used for any Professional Liability coverage, either (i) the policy or policies shall be endorsed to provide for a discovery period of not less than a five (5) years, or (ii) the coverage shall be maintained for a minimum of five (5) years following the termination of this Improvement Agreement, and the requirements of this Section 13 relating to such coverage shall survive termination or expiration of this Improvement Agreement. Any Workers' Compensation insurance policy shall contain a waiver of subrogation as to the City, its officers, officials, agents, employees and volunteers. Crown shall have furnished the City with the certificate or certificates and applicable endorsements for ALL required insurance prior to the City's execution of this Improvement Agreement. Crown shall furnish the City with copies of the actual policies upon the request of the City Manager at any time during the life of this Improvement Agreement or any extension thereof, or after termination or expiration of this Improvement Agreement upon a showing of good cause by the City, and this requirement shall survive termination or expiration of this Improvement Agreement.

The fact that insurance is obtained by Crown or its subcontractors shall not be deemed to release or diminish the liability of Crown or its subcontractors including, without limitation, liability under the indemnity provisions of this Improvement Agreement. The duty to indemnify the City, its officers, officials, agents, employees and volunteers shall apply to all claims and liability regardless of whether any insurance policy is applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Crown or its subcontractors. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Crown, its principals, officers, agents, employees, persons under the supervision of Crown, vendors, suppliers, invitees, subcontractors, consultants or anyone employed directly or indirectly by any of them.

If, at any time during the life of this Improvement Agreement or any extension thereof, Crown fails to maintain the required insurance in full force and effect, the City Manager, or his/her designee, may order that Crown, or its contractors or subcontractors, immediately discontinue any further work under this Improvement Agreement and take all necessary actions to secure the work site to ensure that the public's health, safety and welfare are protected. All payments due or that become due to Crown shall be withheld until notice is received by the City that the required insurance has been restored to full force and effect and that the premiums therefor have been paid for a period satisfactory to the City. Any failure to maintain the required insurance shall be sufficient cause for the City to terminate this Improvement Agreement.

If Crown should subcontract all or any portion of the services to be performed under this Improvement Agreement, Crown shall require each subcontractor to provide insurance protection in favor of the City, its officers, officials, employees, volunteers and agents in accordance with the terms of each of the preceding paragraphs, except that each subcontractor's certificates and endorsements shall be on file with Crown and the City prior to the commencement of any work by the subcontractor.

12. Crown and its subcontractors shall pay for any materials, provisions and other supplies used in, upon, for, or about the performance of the Improvements contracted to be done, and for any work or labor thereon of any kind, and for amounts due under the Unemployment Insurance Act of the State of California, with respect to such work or labor.

13. It shall be the responsibility of Crown to coordinate all work done by its contractors and subcontractors, such as scheduling the sequence of operations and the determination of liability if one operation delays another. In no case shall representatives of the City be placed in the position of making decisions that are the responsibility of Crown. It shall further be the responsibility of Crown to give the Public Works Director and City Engineer written notice not less than two (2) working days in advance of the actual date on which work is to be started. Failure on the part of the Crown to notify the Public Works Director and City Engineer may cause delay for which the Crown shall be solely responsible.

14. Whenever Crown varies the period during which work is carried on each day, it shall give due notice to the City Inspector so that proper inspection may be provided. If Crown fails to duly notify the City as herein required, any work done in the absence of the City Inspector will be subject to rejection. The inspection of the Improvements shall not relieve the Crown of any of its obligations to fulfill this Improvement Agreement as prescribed. Defective work shall be made good, and unsuitable materials may be rejected, notwithstanding the fact that such defective work and unsuitable materials have been previously overlooked by the City Engineer or City Inspector and accepted.

15. Adequate dust control shall be maintained by the Crown on all streets within and without the subdivision on which work is required to be done under this Improvement Agreement from the time work is first commenced in the subdivision until the paving of the streets is completed. "Adequate dust control" as used herein shall mean the sprinkling of the streets with water or the laying of an approved dust palliative thereon with sufficient frequency to prevent the scattering of dust by wind or the activity of vehicles and equipment onto any street area or private property adjacent to the subdivision in strict compliance with all rules and regulations established by the San Joaquin Valley Air Pollution Control Board. Whenever, in the opinion of the City Engineer, adequate dust control is not being maintained on any street or streets as required by this paragraph, the City Engineer shall give notice to Crown to comply (hereinafter "Notice to Comply") with the provisions of this paragraph forthwith. If, in the opinion of the City Engineer, Crown's failure to comply with the provisions of this paragraph is having an immediate and significant impact on the public's health, safety and welfare, the City Engineer may immediately issue a stop work order until the City receives reasonable assurances that Crown shall comply with the provisions of this paragraph forthwith. Such notices and stop-work orders may be personally served upon Crown or, if Crown is not an individual, upon any person who has signed this Improvement Agreement on behalf of Crown or, at the election of the City Engineer, such notices and stop-work orders may be mailed to Crown at its address on file with the City Engineer. If the City Engineer has issued a Notice to Comply and within twenty four (24) hours after such personal service of such Notice or within forty eight (48) hours after the mailing thereof as herein provided, Crown shall not have commenced to maintain adequate dust control or shall at any time thereafter fail to maintain adequate dust control, the City Engineer may, without further notice of any kind, cause any such street or streets to be sprinkled or treated, as the City Engineer may deem advisable to eliminate the scattering of dust, by equipment and personnel of the City or by contract as the City Engineer shall determine, and Crown agrees to pay to the City forthwith, upon receipt of billing therefor, the entire cost to the City of such sprinkling or treating. When the surfacing on any existing street is disturbed, this surfacing shall be replaced with temporary or permanent surfacing within fourteen (14) calendar days, and the roadway shall be maintained in a safe and passable condition at all times between the commencement and final completion, and adequate dust control shall be maintained during these operations.

16. Time is of the essence of this Improvement Agreement, and the same shall bind and inure to the benefit of the Parties hereto, their successors and assigns.

17. No assignment of this Improvement Agreement or of any duty or obligation of performance hereunder shall be made in whole or in part by Crown without the written consent of the City.

18. Crown shall comply with Street, Plumbing, Building, Electrical, and Zoning Codes and all other codes of the City. In performing its obligations set forth in this Improvement Agreement, Crown shall comply with all applicable

laws, regulations, and rules of the governmental agencies having jurisdiction including, without limitation, applicable federal and State labor standards and environmental laws and regulations. Crown, not the City, is responsible for determining applicability of and compliance with all local, State and federal laws including, without limitation, the California Labor Code, Public Contract Code, Public Resources Code, Health & Safety Code, and Government Code; and the Kerman Municipal Code. Except for the requirement of prevailing wages on the Whitesbridge Improvements, the City makes no representations regarding the applicability of any such laws to this Improvement Agreement, the project, or the Parties' respective rights or obligations hereunder. The City shall not be liable or responsible, in law or equity, to any person for Crown's failure to comply with any such laws, whether the City knew or should have known of the need for Crown to comply, or whether the City failed to notify Crown of the need to comply.

**Article B. BUILDING PERMITS AND FEE DEFERRAL**

1. Building Permits.

1.1 Upon execution of this Improvement Agreement, and upon submission of properly completed applications for building permits, payment of the permit fees (excluding the Deferred Fees described below), including, but not limited to normal and usual plan check fees as may be necessary to comply with current uniform building codes, and receipt of written instructions from Kerman Unified School District regarding the payment of school fees, City will authorize the release of thirty (30) additional building permits to Crown such that Crown may develop homes on a total of forty-five(45) Lots (11 building permits issued pursuant to the March 23, 2016 11 Lot Deferral Agreement; plus 4 building permits subsequently issued to Crown upon payment of fees; and 30 building permits pursuant to this Improvement Agreement).

1.2 Upon completion of all In-tract Improvements except concrete work in front of, and landscaping and irrigation installation along the side yards of, unimproved Lots, and upon submission of a properly completed applications for building permits, payment of the permit fees (excluding the Deferred Fees described below), including, but not limited to normal and usual plan check fees as may be necessary to comply with current uniform building codes, and receipt of written instructions from Kerman Unified School District regarding the payment of school fees, City will authorize the release of an additional 15 building permits to Crown. For purposes of this Agreement, an "unimproved Lot" means a Lot which has not been improved with a single-family residential dwelling unit.

1.3 If the In-tract Improvements, except concrete work in front of, and landscaping and irrigation installation along the sideyards of, unimproved Lots, are complete and Crown has commenced Caltran's review of the Whitesbridge Improvements, upon submission of a properly completed applications for building permits, payment of the permit fees (excluding the Deferred Fees described below), including, but not limited to normal and usual plan check fees as may be necessary to comply with current uniform building codes, and receipt of written instructions from Kerman Unified School District regarding the payment of school fees, City will authorize the release of 15 additional building permits to Crown.

2. Deferral of Fees.

2.1 Improvement Fees. The Parties acknowledge and understand that estimates for the Interior Improvement and the Whitesbridge Road Widening are only estimates and the actual cost to complete the Whitesbridge Road Widening Improvements and the Interior Improvement is unknown and may differ.

2.2 Impact Fees. The Parties also acknowledge and understand that Development Impact Fees, as identified in Exhibit "E", are currently estimated to be \$12,920.00 per lot, those fees are subject to change and currently just estimates based upon the City's current fee schedule.

2.3 Deferral of Fees. City agrees to defer the collection of the Development Impact Fees and the Improvement Fees in connection with each of the Crown Lots until such time as a certificate of occupancy is requested for each Lot (collectively "Deferred Fees").

3. Existing Improvements Not Accepted by City. The Parties acknowledge that City has not accepted the streets and sidewalks offered for dedication in Tract 5478.

4. Conditions Precedent for Issuance of Certificates of Occupancy.

4.1 Upon completion of the construction of any home on a Crown Lot, including the construction of any improvements legally required for the safe and convenient occupancy of each home, and upon receiving satisfactory final inspections, Crown may apply for a certificate of occupancy. As a conditions precedent (collectively "Conditions Precedent") to City's obligation to issue a certificate of occupancy for any Crown Lot, Crown shall provide, to the satisfaction of City the following:

- a. Written evidence in a form reasonably acceptable to City that Kerman Unified School District development impact fees have been paid for that lot;
- b. Payment of City of Kerman Development Impact Fees specified in Exhibit 'E' attached hereto at the rate in effect at the time of payment; and
- c. Payment of County of Fresno Facilities Impact Fees and the Regional Transportation Mitigation Fees in effect at the time of payment; and
- d. Payment of the Improvement Fees, which may be a credit based upon completion of the Improvements.

4.2 Subject to the provisions contained herein, as to each house on a Crown Lot for which Crown has satisfied the Conditions Precedent described in Paragraph 4.1. above; and provided Crown is not in default or breach of this Improvement Agreement, or other conditions affection the health, safety and welfare of the public prohibiting the City from issuing a certificate of occupancy do not exist, City shall issue a certificate of occupancy.

4.3 Until the Interior Improvements have been completed and accepted by City, Crown shall disclose to purchasers of the Crown Lots that City has **NOT ACCEPTED** the streets, sidewalks, or other public infrastructure improvements within Tract 5478 as complete, and that further construction work will be required in the future before the improvements are complete.

## Article C. REIMBURSEMENT

1.1 Upon completion of the Interior Improvements, Crown shall submit construction costs pursuant to the City's standard procedures. City shall reimburse Crown an amount equal to Crown's documented and approved construction costs from the Improvement Fund, up to the amount of the Estimated Cost for Interior Improvements included in Exhibit 'C'. Reimbursements shall be made by City in the ordinary course of business, according to the City's standard policies and procedures for such reimbursements. At Crown's election Crown may apply for a progress payment upon 50% completion of the Interior Improvements and be reimbursed up to 50% of the Estimated Cost for Interior Improvements.

1.2 Upon completion of the Whitesbridge Improvements, Crown shall submit construction costs pursuant to the City's standard procedures. City shall reimburse Crown from the Improvement Fund an amount equal to Crown's documented and approved construction costs, up to the amount of the Estimated Cost for the Whitesbridge Improvements or the balance of the Improvement Fund, whichever is less. At Crown's election, Crown may apply for a progress payment upon 50% completion of the Whitesbridge Improvements and be reimbursed up to 50% of the Estimated Cost for the Whitesbridge Improvements.

## Article D. 11 LOT DEFERRAL AGREEMENT

Upon execution of this Improvement Agreement, posting of the above-described Performance Security, the 11 Lot Deferral Agreement shall be rescinded in its entirety and replaced by this Improvement Agreement. The intent of the 11 Lot Deferral Agreement was to provide Crown an interim basis for the construction of homes on 11 Lots pending the approval of this Improvement Agreement.

## Article E. MISCELLANEOUS PROVISIONS

1. If either Party is required to commence any proceeding or legal action to enforce or interpret any term, covenant or condition of this Improvement Agreement, the prevailing Party in such proceeding or action shall be entitled to recover from the other Party its reasonable attorneys' fees and legal expenses.

2. The waiver by either Party of a breach by the other of any provision of this Improvement Agreement shall not constitute a continuing waiver or a waiver of any subsequent breach of either the same or a different provision of this Improvement Agreement. No provision or provisions of this Improvement Agreement may be waived unless in writing and signed by all Parties to this Improvement Agreement. Waiver of any one provision herein shall not be deemed to be a waiver of any other provision herein.

3. This Improvement Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, excluding, however, any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Improvement Agreement and any rights and duties hereunder shall be Fresno County, California.

4. Each Party acknowledges that it has read and fully understands the contents of this Improvement Agreement. This Improvement Agreement, together with its exhibits and referenced drawings, plans and other documents, represents the entire and integrated agreement between the Parties with respect to the subject matter hereof and supersedes all prior negotiations, representations or agreements, whether written or oral. The City and Crown agree that the entirety of this Improvement Agreement shall be interpreted and construed as jointly drafted by their respective legal counsel. This Improvement Agreement may be modified only by written instrument duly authorized and executed by both the City and Crown.

5. Crown hereby warrants that any and all parties having record title interest in the Final Map which may ripen into a fee have subordinated to this Improvement Agreement and that all such instruments of subordination, if any, are attached hereto and made a part of this Improvement Agreement.

6. Notwithstanding anything to the contrary contained in this Agreement, the parties intend that this Agreement shall be deemed effective, and delivered for all purposes under this Agreement, and for the calculation of any statutory time periods based on the date that this Agreement has been executed by all parties and counterparts exchanged (the "Effective Date").

[Signatures Contained on the Following Page]

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

CITY

CROWN

CITY OF KERMAN  
A municipal corporation

JOSEPH CROWN CONSTRUCTION  
AND DEVELOPMENT, INC.,  
A California corporation

By: \_\_\_\_\_  
John Kunkel, City Manager

By: \_\_\_\_\_  
Joseph Crown, \_\_\_\_\_

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

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

ATTEST:

Marci Reyes,  
City Clerk

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

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

APPROVED AS TO FORM:

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

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

Exhibit 'A'

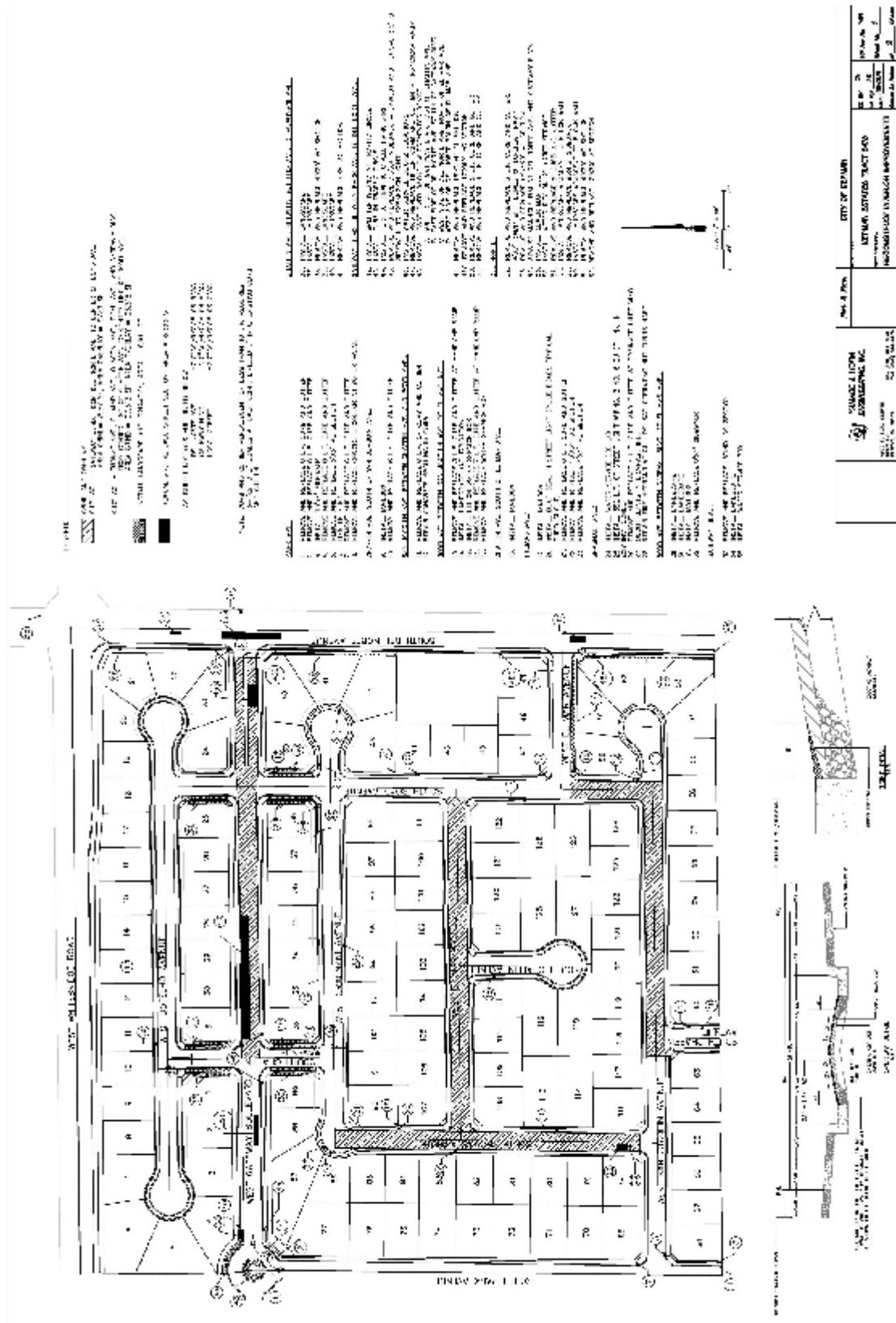






Exhibit 'B' (cont)

**CENTRAL VALLEY ENGINEERING, INC.**  
 420 E. MAIN STREET  
 HEMET, CALIFORNIA 92343  
 TEL. 909-922-8844 FAX. 909-922-8845

**NOTES & SPECIFICATIONS**  
 IMPROVEMENT PLANS FOR  
**WHITESBRIDGE ROAD (HWY-180)**  
 KERNAN, CALIFORNIA

**20**

**REVISIONS:**

NO.	DATE	DESCRIPTION
1	06-18-15	ISSUED FOR PERMIT
2	07-15-15	ISSUED FOR PERMIT

**NOTES:**

1. ALL DIMENSIONS ARE UNLESS OTHERWISE SPECIFIED.
2. ALL MATERIALS SHALL BE AS SPECIFIED IN THE SPECIFICATIONS.
3. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
4. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
5. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
6. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
7. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
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9. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.
10. ALL WORK SHALL BE DONE IN ACCORDANCE WITH THE SPECIFICATIONS.

Exhibit 'B' (cont')

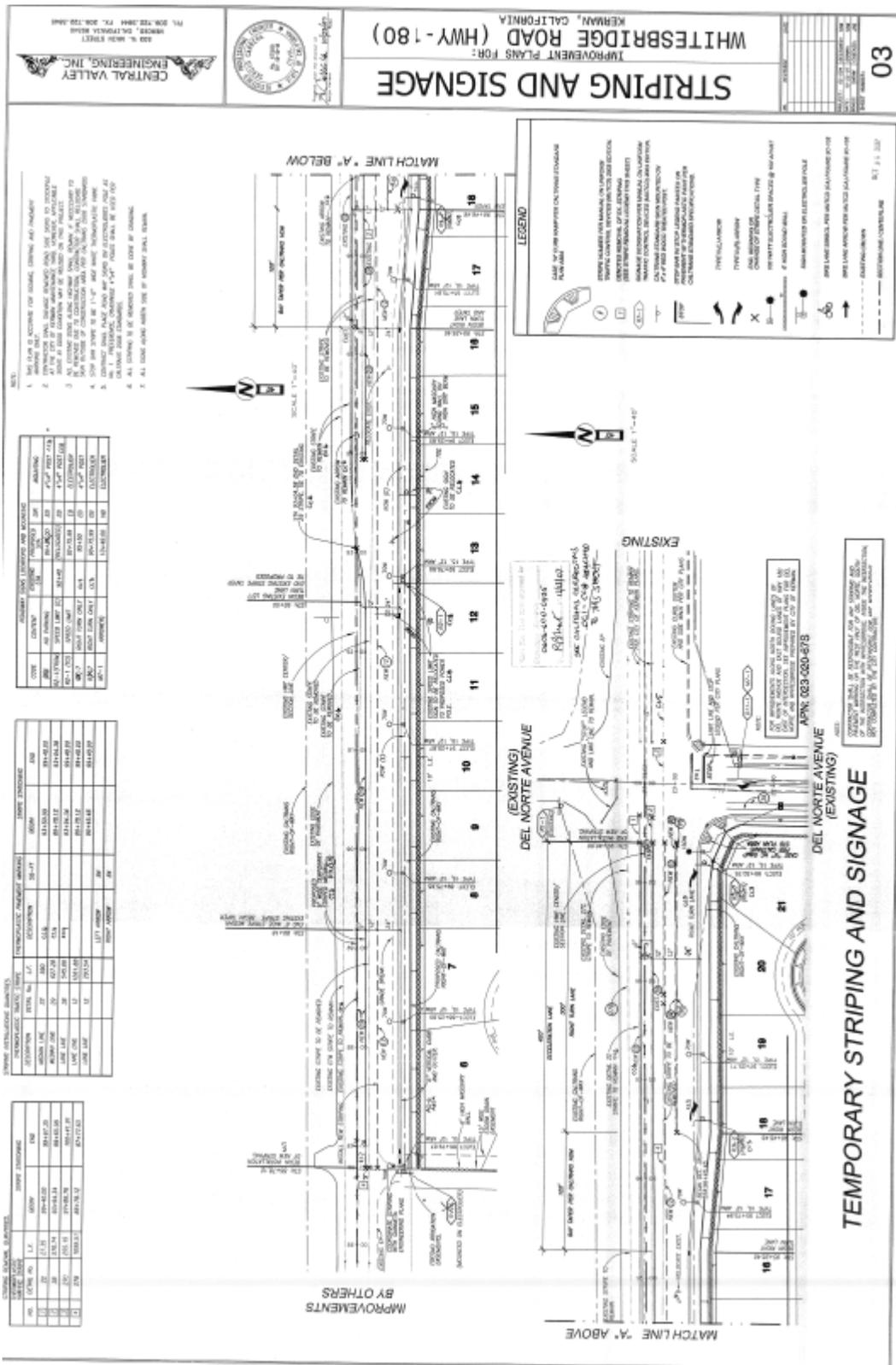






Exhibit 'B' (cont)

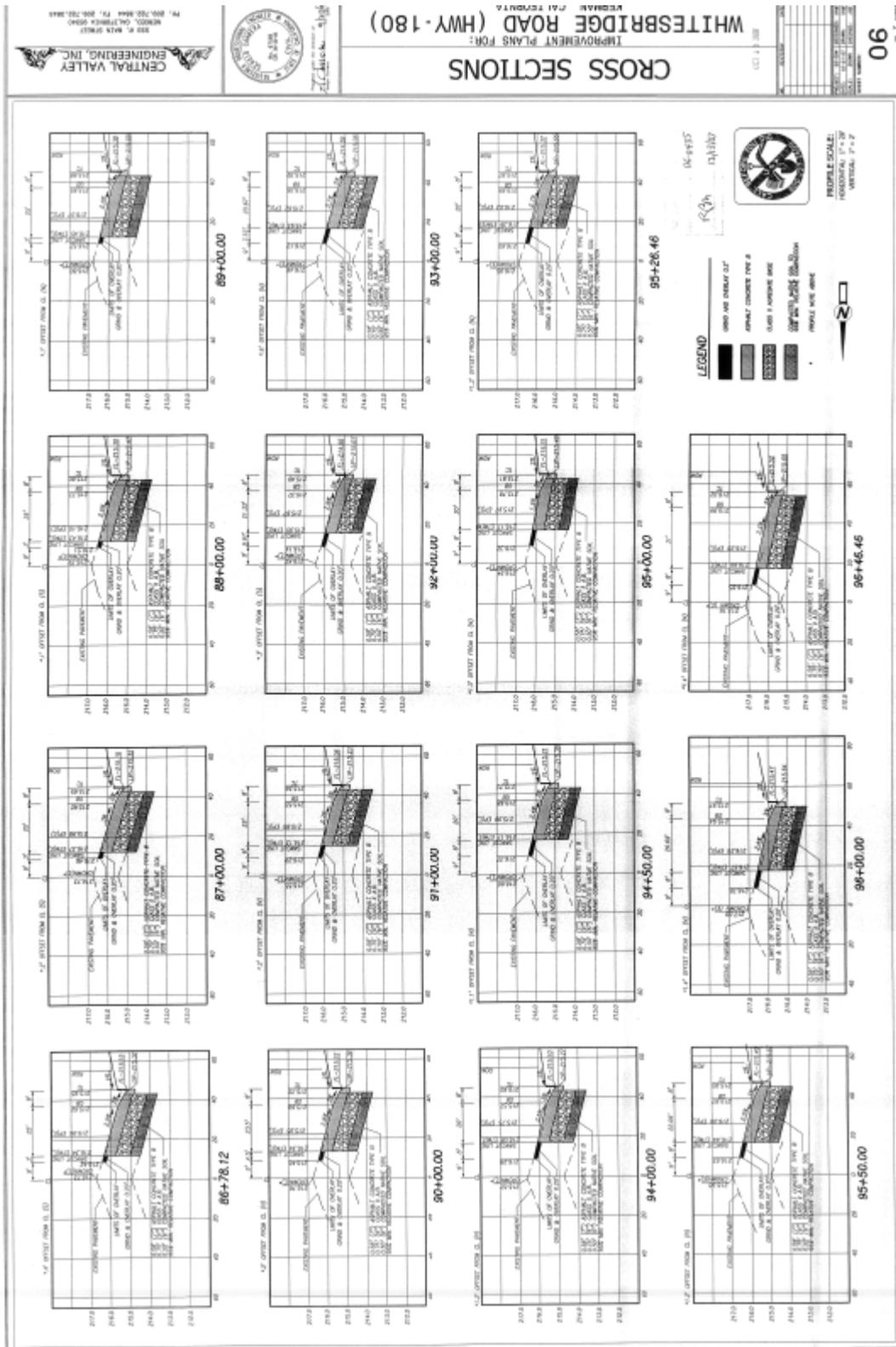




Exhibit 'C'

City of Kerman  
 Tract 5478, Kerman Estates

February 10, 2015

**WHITE&BRIDGE WIDENING**

Item	Description	Amount	Engineers Estimate - 2011		Dave Christian - 2011		Valley Excavation - 2015	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1 L.S.	\$29,500.00	\$29,500.00	\$29,000.00	\$29,000.00	\$29,500.00	\$29,500.00
2	Traffic Control	1 L.S.	\$11,800.00	\$11,800.00	\$15,000.00	\$15,000.00	\$17,200.00	\$17,200.00
3	Dust Control	1 L.S.	\$11,800.00	\$11,800.00	\$2,000.00	\$2,000.00	\$4,800.00	\$4,800.00
4	Storm Water Pollution Prevention Plan	1 L.S.	\$2,500.00	\$2,500.00	\$3,000.00	\$3,000.00	\$3,300.00	\$3,300.00
5	Implementing Storm Water Pollution Plan	1 L.S.	\$6,000.00	\$6,000.00	\$5,000.00	\$5,000.00	\$5,800.00	\$5,800.00
6	Clearing and Grubbing	1 L.S.	\$17,000.00	\$17,000.00	\$18,000.00	\$18,000.00	\$19,120.00	\$19,120.00
7	Excavation	2,548 CY	\$25.00	\$63,700.00	\$27.00	\$68,796.00	\$25.35	\$64,591.80
8	7" Hot Mix Asphalt	1,832 TON	\$90.00	\$164,880.00	\$89.00	\$163,048.00	\$97.00	\$177,704.00
9	9" Aggregate Base, Class II	2,253 TON	\$35.00	\$78,855.00	\$23.60	\$53,170.80	\$32.13	\$72,388.89
10	Concrete Curb and Gutter	1,308 L.F.	\$15.00	\$19,620.00	\$21.10	\$27,598.80	\$18.04	\$23,596.32
11	Concrete Handicap Ramp	2 EA.	\$2,500.00	\$5,000.00	\$2,800.00	\$5,600.00	\$2,950.00	\$5,900.00
12	18" Storm Drain Pipe	840 L.F.	\$60.00	\$50,400.00	\$67.00	\$56,280.00	\$68.10	\$57,204.00
13	Type G3 Drain Inlet	3 EA.	\$3,500.00	\$10,500.00	\$6,300.00	\$18,900.00	\$6,133.00	\$18,399.00
14	Type G0 Drain Inlet	1 EA.	\$4,000.00	\$4,000.00	\$6,700.00	\$6,700.00	\$6,810.00	\$6,810.00
15	Streetlight	9 EA.	\$3,500.00	\$31,500.00	\$8,300.00	\$74,700.00	\$6,852.00	\$61,668.00
16	Signing and Striping	1 L.S.	\$12,000.00	\$12,000.00	\$14,500.00	\$14,500.00	\$15,900.00	\$15,900.00
17	Asphalt Grinding	8,378 SF.	\$1.20	\$10,053.60	\$1.10	\$9,215.80	\$1.17	\$9,802.26
18	Landscape Planting	1 L.S.	\$11,000.00	\$11,000.00	\$53,000.00	\$53,000.00	\$57,100.00	\$57,100.00
19	Landscape Irrigation	1 L.S.	\$31,000.00	\$31,000.00	\$52,000.00	\$52,000.00	\$50,200.00	\$50,200.00
20	Gas Main Relocation	1 L.S.	\$5,000.00	\$5,000.00	\$37,000.00	\$37,000.00	\$34,700.00	\$34,700.00
21	Sawcut	1,386 LF	\$1.50	\$2,079.00	\$2.00	\$2,772.00	\$2.40	\$3,326.40
22	Construction Staking	1 L.S.	\$12,000.00	\$12,000.00	\$9,200.00	\$9,200.00	\$10,320.00	\$10,320.00
23	Miscellaneous Facilities	1 L.S.	\$6,812.40	\$6,812.40	\$12,650.00	\$12,650.00	\$12,400.00	\$12,400.00
<b>Total Whitesbridge Widening Cost:</b>				<b>\$697,000.00</b>		<b>\$797,181.40</b>		<b>\$781,730.87</b>

**INTERIOR REPAIRS**

Item	Description	Amount	Engineers Estimate - 2011		Dave Christian - 2011		Valley Excavation - 2015	
			Unit Price	Extension	Unit Price	Extension	Unit Price	Extension
1	Mobilization	1 LS	\$11,900.00	\$11,900.00	\$11,900.00	\$11,900.00	\$11,900.00	\$11,900.00
2	Traffic Control	1 LS	\$4,750.00	\$4,750.00	\$5,000.00	\$5,000.00	\$4,700.00	\$4,700.00
3	Dust Control	1 LS	\$4,750.00	\$4,750.00	\$2,000.00	\$2,000.00	\$2,500.00	\$2,500.00
4	Grind	30,300 SF	\$0.30	\$9,090.00	\$0.50	\$15,150.00	\$0.48	\$14,544.00
5	Clearing and Grubbing	1 LS	\$12,000.00	\$12,000.00	\$18,000.00	\$18,000.00	\$17,400.00	\$17,400.00
6	Excavation	211 CY	\$25.00	\$5,275.00	\$40.00	\$8,440.00	\$39.15	\$8,260.65
7	Hot Mix Asphalt	942 TON	\$90.00	\$84,780.00	\$100.00	\$94,200.00	\$105.72	\$99,588.24
8	Aggregate Base, Class II	309 TON	\$35.00	\$10,815.00	\$32.50	\$10,042.50	\$44.66	\$13,799.94
9	R&R Concrete Curb & Gutter	104 LF	\$20.00	\$2,080.00	\$45.00	\$4,680.00	\$44.42	\$4,619.68
10	R&R Concrete Sidewalk	154 SF	\$9.00	\$1,386.00	\$15.00	\$2,310.00	\$21.75	\$3,349.50
11	Install Mailbox	4 EA	\$1,500.00	\$6,000.00	\$2,000.00	\$8,000.00	\$2,240.00	\$8,960.00
12	Install Cage Over BF Service	4 EA	\$600.00	\$2,400.00	\$1,500.00	\$6,000.00	\$1,400.00	\$5,600.00
13	Install Water Service Box Lid	2 EA	\$150.00	\$300.00	\$500.00	\$1,000.00	\$285.00	\$570.00
14	R&R or install Water Service Box	4 EA	\$1,500.00	\$6,000.00	\$800.00	\$3,200.00	\$792.50	\$3,170.00
15	Landscape Planting & Irrigation	1 LS	\$60,000.00	\$60,000.00	\$32,500.00	\$32,500.00	\$39,800.00	\$39,800.00
16	Install Meter Box	1 EA	\$600.00	\$600.00	\$800.00	\$800.00	\$850.00	\$850.00
17	Install 30" Manhole	1 EA	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$5,600.00	\$5,600.00
18	Adjust MH	1 EA	\$1,000.00	\$1,000.00	\$1,200.00	\$1,200.00	\$1,150.00	\$1,150.00
19	Miscellaneous Facilities	1 LS	\$10,000.00	\$10,000.00	\$56,800.00	\$56,800.00	\$28,700.00	\$28,700.00
<b>Total Interior Repairs Cost: \$</b>				<b>237,830.00</b>		<b>\$285,722.60</b>		<b>\$276,082.01</b>
<b>Total =</b>				<b>\$834,830.00</b>		<b>\$1,022,863.80</b>		<b>\$1,058,782.88</b>

Exhibit 'D'

**WARRANTY SECURITY**

In accordance with Article A, Section 8 of the Improvement Agreement, the amount of Warranty Security shall be 10% of the estimated cost of the Improvements which equates to \$103,679.00.

Exhibit 'E'

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

AREA = 40.38 Ac. VTM Approved 7/20/2005  
 LOTS = 133 UN Final Map Recorded 11/9/2006  
 SEWER & WATER UNITS = 133 UN

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

05-130/5478 Fees 14

7/10/2014

The following items are available upon request for review at the Planning Department and the City Clerk's Department.

Copies will also be available at the meeting.

Recorded Subdivision Agreement (2006)

11 Lot Deferral Agreement



# City of Kerman

*"Community Comes First"*

MAYOR  
Stephen Hill

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Bill Nijjer

COUNCIL MEMBER  
Kevin Nehring

COUNCIL MEMBER  
Rhonda Armstrong

DEPARTMENT: PUBLIC WORKS  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: SEPTEMBER 7, 2016

To: Mayor and City Council  
From: Ken Moore, Public Works Director  
Subject: Resolution Approving Groundwater Sustainability Agency Joint Powers Agreement

## RECOMMENDATION

Council by motion: (1) adopt resolution approving Joint Powers Agreement creating the North Kings Groundwater Sustainability Agency (Joint Powers Authority) and (2) appoint mayor hill as the City of Kerman's representative who may serve on the Authority's board of Directors.

## EXECUTIVE SUMMARY

On September 16, 2014, the Governor of the State of California signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, the Sustainable Groundwater Management Act ("SGMA"). The act allows certain local agencies to become a Groundwater Sustainability Agency ("GSA") and adopt a Groundwater Sustainability Plan ("GSP") as a means to manage and regulate groundwater in an underlying groundwater basin or subbasin identified and defined by the California Department of Water Resources.

The Act sets forth that each local agency is eligible to form a GSA and adopt a GSP or can join with multiple local agencies overlying a single groundwater basin or subbasin and may adopt individual GSPs if those plans are coordinated, or may join together to adopt a single plan.

Various cities and districts in the county as well as the County of Fresno previously entered a Memorandum of Understanding for the purpose of working together to create a GSA. The parties have met numerous times over the last few months and have determined to create a joint powers authority. A joint powers authority (JPA) is created by a joint exercise of powers agreement. The attached resolution approves an agreement whereby the City of Kerman will be a member of the North Kings Groundwater Sustainability Agency. Each member of the agreement overlies a portion of the Kings Basin as it is currently defined by the California Department of Water Resources and each Member desires to participate in the implementation of the Act specifically within the area identified as the North Kings Subbasin.

Each member signing this Agreement is a public entity organized and operating under the laws of the State of California or as a Public agency as defined in California Government Code.

**OUTSTANDING ISSUES**

In the near future the City Council will need to appoint a member of the City Council to serve on the Authority's Board of Directors. I suggest that we appoint Mayor Hill to this position until we reorganize in December after the election. As in the past after an election the City Clerk will bring to you the list of boards and committees that require city representation; the Groundwater Sustainability Agency will be added to that list.

**DISCUSSION**

Through a memorandum of understanding, the North Kings Groundwater Sustainability Agency was formed of which the City of Kerman is a member. The agency is delineated by the boundaries of the Fresno Irrigation District. The purpose of the agency is to develop a sustainable groundwater management plan and submit for approval to the California Department of Water Resources by January 31, 2020 and then conduct investigations, Monitor and regulate groundwater extractions, assess fees as necessary, coordinate with adjacent GSAs within the Kings Subbasin, and report to the State the activities of the Agency and the condition of the groundwater within the basin. The Kings Basin is considered to be in critical over draft and therefore is designated as high priority. The Agency must provide annual reports and achieve measurable objectives in 5-year milestones. Basins must achieve sustainability by January 31, 2040.

**FISCAL IMPACT**

North Kings Groundwater Sustainability Agency Contribution and Participation Percentage		
Agency	Capped 3- Year Budget*	Participation Percentage
Fresno Irrigation District	\$ 623,880	32.24%
City of Fresno	\$ 416,938	21.54%
City of Clovis	\$ 195,270	10.09%
Bakman Water Company	\$ 67,966	3.51%
City of Kerman	\$ 66,992	3.46%
County of Fresno	\$ 308,582	15.95%
Garfield Water District	\$ 80,884	4.18%
Biola Community Service District	\$ 30,000	1.55%
California State University Fresno	\$ 67,190	3.47%
International Water District	\$ 77,518	4.01%
<b>Total Estimated GW Management Plan Cost</b>	<b>\$ 1,935,220</b>	<b>100.00%</b>
*Budget projected through January 2020; per-agency costs capped at amount displayed.		

Kerman's cost for developing the GSA and Groundwater Sustainability Plan is currently capped at \$ 66,992 which is 3.46% of the estimated budget. Fees are based on the amount of water pumped and seat on the Board of Directors. It should be noted that the State has announced that there will be grant money available to provide for some of the cost of developing the GSPs though out the State and the Agency's plan is to make a serious effort to include this funding in our budget to offset some of the estimated cost.

## PUBLIC HEARING

Not needed

## REASON FOR RECOMMENDATION

Entering into the GSA Joint Powers Agreement would insure a voice in the GSA and meet the State Requirements to develop a groundwater sustainability plan as required in SGMA.

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 16-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A  
JOINT EXERCISE OF POWERS AGREEMENT CREATING THE NORTH KINGS GROUNDWATER  
SUSTAINABILITY AGENCY JOINT POWERS AUTHORITY

WHEREAS, on September 16, 2014, the Governor of the State of California signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, the Sustainable Groundwater Management Act, which is codified at Water Code Sections 10720 *et seq.*; and

WHEREAS, on September 16, 2014, the Governor of the State of California signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, the Sustainable Groundwater Management Act, which is codified at Water Code Sections 10720 *et seq.*; and

WHEREAS, the Act allows certain local agencies to become a Groundwater Sustainability Agency ("GSA") and adopt a Groundwater Sustainability Plan ("GSP") as a means to manage and regulate groundwater in an underlying groundwater basin, which is defined as a basin or subbasin identified and defined in California Department of Water Resources Bulletin 118; and

WHEREAS, the Joint Exercise of Powers Act (Government Code Sections 6500 *et seq.*) provides that two or more public agencies may by agreement jointly exercise and powers common to those agencies and may by that agreement create an entity separate from the Members of the Agreement; and

WHEREAS, the City of Kerman has met with various agencies ( cities, districts, and County of Fresno ) and determined to enter a Joint Exercise of Powers Agreement Creating the North Kings Groundwater Sustainability Agency.

WHEREAS, the North Kings Groundwater Sustainability Agency Joint Powers Agreement is attached hereto as Exhibit 'A'.

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

- Section 1. The forging recitals are incorporated by reference.
- Section 2. The North Kings Groundwater Sustainability Agency Joint Powers Agreement attached as Exhibit 'A' is Approved.
- Section 3. The City Manager is authorized to sign the Joint Powers Agreement on behalf of the City.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 7th day of September, 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'

NORTH KINGS  
GROUNDWATER SUSTAINABILITY AGENCY  
JOINT POWERS AGREEMENT

THIS NORTH KINGS GROUNDWATER SUSTAINABILITY AGENCY JOINT POWERS AGREEMENT (this "Agreement") is made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2016 (the "Effective Date") by and between the Fresno Irrigation District, the County of Fresno, the City of Fresno, the City of Clovis, the City of Kerman, Biola Community Services District, Garfield Water District, and International Water District, each a "Member" and collectively, the "Members."

RECITALS

- A. Whereas, on September 16, 2014, the Governor of the State of California signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, the Sustainable Groundwater Management Act, which is codified at Water Code Sections 10720 *et seq.*; and
- B. Whereas, on September 16, 2014, the Governor of the State of California signed into law Senate Bills 1168 and 1319, and Assembly Bill 1739 collectively, the Sustainable Groundwater Management Act, which is codified at Water Code Sections 10720 *et seq.*; and
- C. Whereas, the Act allows certain local agencies to become a Groundwater Sustainability Agency ("GSA") and adopt a Groundwater Sustainability Plan ("GSP") as a means to manage and regulate groundwater in an underlying groundwater basin, which is defined as a basin or subbasin identified and defined in California Department of Water Resources Bulletin 118; and
- D. Whereas, each Member is a local agency as defined in Section 10721(n) of the California Water Code that is eligible to become a GSA and adopt a GSP as provided in the Act; and
- E. Whereas, the Act set forth that multiple local agencies overlying a single groundwater basin or subbasin may adopt individual GSPs if those plans are coordinated, or may join together to adopt a single plan; and
- F. Whereas, each Member to this Agreement overlies a portion of the Kings Subbasin as it is currently defined by the California Department of Water Resources Bulletin 118 and each Member desires to participate in the implementation of the Act specifically within the area identified as the North Kings Subbasin in Exhibit A; and
- G. Whereas, the Joint Exercise of Powers Act (Government Code Sections 6500 *et seq.*) provides that two or more public agencies may by agreement jointly exercise any powers common to those agencies and may by that agreement create an entity separate from the Members to the Agreement; and
- H. Whereas, each Member signing this Agreement is a public entity organized and operating under the laws of the State of California, and/or a public agency as defined in California Government Code Section 6500; and
- I. Whereas, the Members intend by this Agreement to create a joint powers authority ("JPA") for the purpose of acting as a separate and independent public agency and as a single GSA for this area, hereinafter identified as the North Kings Groundwater Sustainability Agency ("NKGSA"); and

- J. Whereas, the Members, agree among themselves, and agree to require Contracting Entities and Interested Parties, to comply with Section 10720.5 of the Act, which states, in part, “nothing in this part, or in any groundwater management plan adopted pursuant to this part, determines or alters surface water rights or groundwater rights under common law or any provision of law that determines or grants surface water rights.”

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions herein and these Recitals, which are hereby incorporated by this reference, it is agreed by and among the Members hereto as follows:

### Article I: Definitions

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

- A. “Act” shall mean the Sustainable Groundwater Management Act of 2014 and all regulations adopted under the legislation (SB 1168, SB 1319, and AB 1739) which collectively comprise the Act, as that legislation and those regulations may be amended from time to time.
- B. “Authority” or “NKGSA” shall mean the North Kings Groundwater Sustainability Agency Joint Powers Authority, which is the public and separate legal entity created by this Agreement.
- C. “Board of Directors” or “Board” shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.
- D. “Contracting Entity” shall mean one of any number of water companies regulated by the California Public Utilities Commission providing water service in the North Kings Subbasin that enters into a Participation Agreement, as defined below, with the Authority. The initial Contracting Entity shall be Bakman Water Company, as established through execution of a Participation Agreement.
- E. “Fiscal Year” shall mean that period of twelve (12) months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.
- F. “Groundwater Sustainability Agency” or “GSA” shall mean an agency enabled by the Act to regulate all or a portion of a subbasin in a coordinated manner with all other surrounding Groundwater Sustainability Agencies in compliance with the terms and provisions of the Act.
- G. “Groundwater Sustainability Plan” or “GSP” shall mean the plan developed, adopted and implemented by the Authority in accordance with the Act.
- H. “Interested Parties” shall mean those public and private entities that have (i) either opted not to become Members of the Authority or are legally precluded from becoming Members, and/or (ii) been designated by the Board of Directors as “Interested Parties” as required by Water Code. Those identified on the attached Exhibit B shall be the initial Interested Parties. The Board of Directors may from time to time add additional Interested Parties or remove Interested Parties. An Authority Board-authorized representative of an Interested Party is eligible to serve as a member of the Board of Directors through execution of a Memorandum of Understanding with the Authority. Interested Parties shall be provided with an opportunity to provide input on the Authority’s activities for consideration by the Board of Directors, committees and Members.
- I. “Member” shall mean any of the signatories to this Agreement and “Members” shall mean all of the signatories to this Agreement.

- J. "Party" or "Parties" shall mean the collective whole of Members signing this agreement, and those Contracting Entities and Interested Parties involved in the Authority via a Participation Agreement(s) or one or more Memorandum of Understanding approved by the Board of Directors.
- K. "North Kings Subbasin" shall mean the area depicted on Exhibit A.
- L. "Participation Agreement" means an agreement between the Authority and a Contracting Entity, which provides that the Contracting Entity: (1) may be represented on the Board of Directors of the Authority; (2) shall otherwise participate in the GSA formed by the Authority; (3) shall contribute to the costs of the Authority as specified in such Participation Agreement; and (4) shall have the rights and duties as set forth in this Agreement and the Participation Agreement.
- M. "Project Agreement" means an agreement between the Authority and two or more of its Parties to provide for carrying out Special Activities, as defined below, that are within the authorized purposes of the Authority, and sharing in the costs and benefits by the parties to the Project Agreement.
- N. "Special Activities" shall mean activities consistent with the purpose of this Agreement, but which are undertaken by fewer than all Parties.

## Article II: Creation of Authority

### Section 2.01 – Creation.

- A. Pursuant to Government Code Section 6503.5, the Members of this Agreement hereby create a public entity separate and independent from the Members.
- B. Pursuant to Government Code section 6509, the County of Fresno is the designated agency with respect to the Authority's exercise of power.
- C. Within thirty (30) days after the Effective Date of this Agreement and after any amendment, the Authority shall cause a notice of such Agreement or amendment to be prepared and filed with the office of the California Secretary of State containing the information required by Government Code Section 6503.5.
- D. Within seventy (70) days after the Effective Date of this Agreement, the Authority shall file with the Secretary of State on a form prescribed by the Secretary of State and also with the county clerk of each county in which the Authority maintains an office, a statement of the following facts:
  - 1. The full legal name of the Authority.
  - 2. The official mailing address of the governing body of the Authority.
  - 3. The name and residence or business address of each member of the governing body of the public agency.
  - 4. The name, title, and residence or business address of the chairman, president, or other presiding officer, and clerk or secretary of the governing body of the Authority.
- E. Within ten (10) days after any change in the facts listed in section 2.01(C), the Authority shall file an amended statement as required in Government Code Section 53051.

The Members, pursuant to their joint exercise of powers, hereby create a public entity to be known as the "North Kings Groundwater Sustainability Agency."

### Section 2.02 – Purpose.

The Authority is formed with the purpose and intent of jointly forming a separate entity to fulfill the role of a GSA so that the Members, in consultation with the Contracting Entities and Interested Parties involved in the Authority via a Participation Agreement(s) or one or more Memorandum of Understanding, may collectively develop, adopt, and implement a GSP for the sustainable management of groundwater for that portion of the Kings Subbasin underlying the jurisdictional boundaries of the Members, as those boundaries may be amended from time to time.

Notwithstanding their intent to collectively develop, adopt, and implement a GSP, the Parties shall maintain complete control and autonomy over the surface water and groundwater supply assets to which they are currently legally and individually entitled, and make no commitments by entering into this Agreement to share or otherwise contribute their water supply assets as part of the preparation or participation in a GSP.

The Members may exercise independent power within their own jurisdiction, including but not limited to, conducting Special Activities establishing or approving fees, and exercising and administering all powers held by each Member with regards to groundwater management and regulation as they existed prior to the approval of this Agreement or consistent with the Act, except as otherwise provided in this Agreement or as required by the Act. Members may be responsible within each of their own jurisdictions or service areas (or a Contracting Entity may be responsible with its Public Utility Commission service area as provided in a Board of Director's approved Participation Agreement, or the area of an Interested Party as provided in a Board of Director's approved Memorandum of Understanding), for the implementation of any GSP developed by the Authority, unless otherwise provided for in this Agreement, by decision of the Board of Directors, or as required by the Act. Members that are responsible for implementation and have overlapping jurisdictional boundaries may enter into a separate memorandum of understanding to determine their respective responsibilities under this paragraph, subject to the approval of the Board of Directors. Each Member will be responsible for adhering to the terms of this Agreement, for constructively participating in the efforts to achieve compliance with the Act, and for timely payment of contributions that are approved by the Board of Directors in compliance with this Agreement.

Activities unrelated to the sustainable management of groundwater in the Kings Subbasin as provided in the Act shall not be undertaken by the Authority.

### Section 2.03 – Powers.

The Authority shall have the power to take any action to carry out the purposes of this Agreement. Subject to the applicable voting requirements described in this Agreement, the Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any and all of the following:

- A. Undertaking, on behalf of the Parties, all actions required by the California Department of Water Resources ("DWR") and State Water Resources Control Board ("SWRCB") for GSA purposes under the Act.
- B. Conducting research and investigations and compiling appropriate reports for preparing a GSP, and for developing Coordination Agreements, as defined in Water Code section 10721(d), with other GSAs.
- C. Developing, adopting, and implementing a GSP.

- D. Adopting initial and annual operating budgets, and establishing Member, Contracting Entity and Interested Party contributions.
- E. Making and assuming contracts, and employing agents, employees, consultants, and other such persons or firms as the Board may deem necessary to exercise the Authority's powers.
- F. Incurring debts, liabilities, or obligations, subject to the limitations provided in this Agreement.
- G. Issuing bonds and all other forms of indebtedness, on behalf of the GSA and any separate entity as permitted by the Board of Directors, to the extent and on the terms provided by law for the Authority.
- H. Cooperating, acting in conjunction with, and contracting with the United States, the State of California or any agency thereof, Counties, and other local agencies, commensurate with the Authority's powers as a GSA.
- I. Applying for, accepting and receiving licenses, permits, new or future water rights (to the extent such application does not infringe on the rights of Members, Contracting Entities, or Interested Parties to this agreement), approvals, agreements, grants, loans, gifts, contributions, donations, or other aid from any agency of the United States, the State of California, or other public or private person or entity necessary for fulfilling the purposes of the GSA.
- J. Acquiring, by eminent domain or otherwise, holding, and disposing of real or personal property.
- K. Acquiring, leasing, owning, constructing, managing, maintaining, operating, and disposing of buildings, works, or improvements.
- L. Suing and being sued in its own name
- M. Providing for the prosecution of, defense of, or other participation in actions or proceedings at law or in public meetings in which the Members, pursuant to this agreement, a Contracting Entity pursuant to a Participation Agreement, or an Interested Party pursuant to a Memorandum of Understanding, may have an interest, and employing counsel or other expert assistance for that purpose.
- N. Participating in groundwater sustainability projects related to the Act.
- O. Assisting the Members, pursuant to this agreement, a Contracting Entity pursuant to a Participation Agreement, or an Interested Party pursuant to a Memorandum of Understanding, in groundwater sustainability projects related to the Act.
- P. Creating committees and sub-committees.
- Q. Employing the GSA enforcement powers identified in the Act.
- R. Imposing fees as authorized by the Act.
- S. Adopting rules, bylaws, regulations, policies and procedures for governing the operation of the GSA, and adopting and implementing a GSP consistent with the powers and purposes of the Authority and as authorized by the Act.
- T. Entering into Memorandums of Understanding ("MOU"s), or other legal agreements with private water companies, or other private or public entities, to enable them to participate in the GSA.

U. Entering into Project Agreements with Members, Contracting Entities or Interested Parties.

**Section 2.04 – Adoption of GSP.**

The Members agree that the GSP shall be coordinated and managed by the Authority, and all modifications or amendments of the GSP shall be adopted only by the Authority’s Board of Directors and in accordance with this Agreement.

**Article III: Internal Organization**

**Section 3.01 – Governing Body.**

The governing body of the Authority shall be a seven (7) - member Board of Directors that includes Members, Contracting Entities and Interested Parties, as identified in this Agreement. Table 1 defines the apportionment of Board seats.

Table 1 – NKSUSA Governing Body

Seat	Assignment
1	Fresno Irrigation District
2	Garfield Water District, International Water District, and Fresno Irrigation District <sup>1</sup>
3	Bakman Water Co., Biola Community Services District, California State University-Fresno, and City of Kerman
4	City of Clovis
5	City of Fresno
6	County of Fresno
7	At-Large

Directors shall be elected officials who have been appointed to serve on the Authority’s Board of Directors by their respective boards, councils or commissions, or are the authorized representatives of a Member, Contracting Entity or Interested Party. Where a seat has more than one assigned Party to serve in a Director position, the designation of which Party shall serve a Board term shall be decided through mutual agreement of those who share that seat. If those who share the seat cannot reach a mutual agreement to assign one Party to the seat within sixty (60) days of the seat becoming available, the decision will be made by the remaining members of the Board of Directors. The At-Large seat is appointed by a vote of the remaining Board of Directors of the Authority. Those

<sup>1</sup> As identified in Exhibit C, Note 1: Fresno Irrigation District (“FID”), International Water District (“IWD”) and Garfield Water District (“GWD”) have entered into a separate written agreement dealing with how they will exercise the governance responsibilities and voting for Seat # 2, including but not limited to how to exercise the voting rights, succession rights, financial participation in the GSA, the consequences of any mergers or consolidation of any or all of those districts into municipalities, etc., as it affects this “Board Seat Portion” # 2 voting and participation rights in the NKSUSA. All Members acknowledge that any withdrawal or termination of IWD or GWD from this JPA shall not divest FID’s retaining its interest in Seat 2 under that separate agreement, any § 5.03 Member vote under this JPA notwithstanding.

eligible for this At-Large seat include municipal/industrial water supply Members not currently serving on the Board of Directors, Contracting Entities, and Interested Parties.

- A. Alternates - Each Director representing a Party, or Parties, on the Board of Directors of the Authority may identify up to two alternates to serve on the Party's, or Parties', behalf. Alternates need not be elected officials and may also include a representative of another Party.
- B. At-Large Alternate – The remaining Board of Directors may designate up to two Members, Contracting Entities or Interested Parties to serve as alternates to the appointed At-Large Director position.
- C. Vacancies – Filling a vacancy of a Director's seat (#'s 1-6) is the responsibility of the Party, or Parties, who are represented by that Director's seat on the Board of Directors. In the event of a vacancy of the At-Large seat (#7), the remaining Board of Directors (Seat #'s 1-6) shall convene a meeting to appoint a designee to fill that seat within ninety (90) days of the vacancy.
- D. If the Board of Directors determines that reasonable cause exists to remove a Director from the Board, it can request that the Party or Parties that appointed the Director remove the individual and appoint a new Director.

### Section 3.02 – Board Terms.

All Board terms shall be two (2) years. For initiation of the Board, four (4) seats shall be three (3)-year terms. The Member seats with an initial three (3)-year term shall be those seats exclusively held by the City of Clovis, the City of Fresno, County of Fresno, and Fresno Irrigation District.

### Section 3.03 – Administration and Officers.

The officers of the Authority are the Chair, Vice-Chair, Secretary and Treasurer.

- A. The Board of Directors shall, at its first meeting and thereafter at its first meeting following July 1 of each succeeding year, elect a Chair and Vice-Chair from among the Directors. The Vice-Chair shall assume responsibilities of the Chair in the absence of the Chair.
- B. The Secretary shall (1) keep or cause to be kept, at the principal executive office or such other place as the Board may direct, a book of summary minutes of all meetings and actions of the Board of Directors and committees of the Authority, with the time and place of holding, whether regular or special, and, if special, how authorized, the notice given, the names of those present at such meetings and the proceedings of such meetings; and (2) give, or cause to be given, notice of all meetings of the Board and committees of the Authority required by the Bylaws be given. The Secretary has such powers and may perform such other duties as may be prescribed by the Board.
- C. The Board of Directors shall designate a qualified person to act as the Treasurer of the Authority. The person holding the position of Treasurer of the Authority shall have charge of the depositing and custody of all funds held by the Authority. The Treasurer shall perform such other duties as may be imposed by provisions of applicable law, including those duties described in Government Code section 6505.5, and that may be prescribed by the Board or the Bylaws. In the event that the person designated by the Board is not a Director, the person serving as Treasurer may be reasonably compensated for performing such work. In the event that the person designated by the Authority to perform such services is an employee

of a Member, the governing body of that Member shall determine the reasonable charges to be made against the Authority for the services of the Treasurer.

The Treasurer shall be responsible for all money of the Authority from whatever source. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members and by bondholders as and to the extent provided by resolution or indenture. The Treasurer shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code.

- D. Management: In addition to, or in lieu of, hiring employees, the Authority may engage one or more third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Member, Contracting Entity or Interested Party. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party's services.
- E. Fiscal Agent: Without limiting the breadth of Section 3.03(D), the Board of Directors may select a Member or a third party to act as the fiscal agent for the Authority pursuant to an agreement with the fiscal agent approved by the Board of Directors.

**Section 3.04 – Voting Thresholds.**

All decisions require a majority vote of the present and voting Board of Directors, except the following:

Table 2 – Voting Thresholds of the NKGSA Board of Directors

Key Authority	Threshold
Adoption of or amendments to the GSP	Unanimous vote of all Directors
To incur debts, liabilities or obligations on behalf of the Authority	Five Affirmative Votes by Directors
Adoption of or revisions to policies of the Authority	Five Affirmative Votes by Directors
GSA Enforcement	Five Affirmative Votes by Directors
Authorization to obligate the Authority to participate in litigation, or other legal proceedings	Five Affirmative Votes by Directors
Amendment of the Agreement	Unanimous vote of all Directors, subject to ratification by all Members under 7.01
Any Assessment or Fees levied or imposed by the GSA	Unanimous vote of all Directors
Budget allocation among Parties for GSA operations after initial GSP	Five Affirmative Votes by Directors
Removal of a Member from the GSA	Five Affirmative Votes by Directors

Section 3.05 - Compensation, Expenses, and Reimbursement.

Directors and their alternates shall not be compensated by the Authority for participation on the Board. The Authority shall develop a policy for reimbursement associated with direct expenses.

Section 3.06 - Conflicts of Interest.

The Authority shall adopt a conflict of interest policy.

Section 3.07 – Application of Laws to Authority Functions.

The Authority shall comply with all applicable laws in the conduct of its affairs, including, but not limited to, the Joint Exercise of Powers Act (Gov. Code §6500, et seq.); Ralph M. Brown Act (Gov. Code § 54950, et seq.); and conflict of interest laws/regulations (such as Gov. Code §1090, et seq., the requirements of the California Political Reform Act, Gov. Code § 87100, et seq., and the regulations of the Fair Political Practices Commission concerning disclosure and disqualification, 2 California Code of Regulations §18700, et seq., as amended.

Section 3.08 – Meetings.

The Board of Directors shall fix the hour, date, and place for its regular meetings.

Section 3.09 – Committees.

The Board of Directors may establish standing committees and ad hoc committees as it deems necessary. The Board of Directors shall establish membership of those committees. The Board of Directors may also dissolve any committee it deems to be no longer necessary.

Article IV: Financial Provisions

Section 4.01 – Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 4.02 – Property Custodian.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 3.03 above, who shall have charge of, handle, or have access to any property of the Authority. The Authority shall acquire such fidelity bonds or comparable insurance covering such officers and persons in amounts designated by the Board of Directors; provided, that if no bond amount is set by the Board of Directors, no bond shall be required. Such designation shall be subject to ratification by the Members in compliance with California Government Code Section 6505.1.

Section 4.03 – Budget.

The initial cost-share for the NKGSA is defined in the attached Exhibit C. These funds serve to develop the Authority's initial GSP. Subsequent budgets shall be set by the Board of Directors each Fiscal Year, and the Board of Directors shall adopt an annual budget for the Authority for the ensuing Fiscal Year.

The Contribution and Participation Percentage may be adjusted by the Board of Directors in the event of admission, withdrawal, reinstatement or termination of a Member consistent with Section 5.03.

#### Section 4.04 – Member Contributions To The Authority.

All contributions adopted by the Board of Directors as provided in Section 4.03 shall be paid to the Authority on a schedule set by the Board of Directors; provided, that no Party shall be obligated to make any such payment unless and until such Party's governing body has approved and appropriated the funds necessary to make such payment. In the event a payment by a Party is otherwise required – but is not made because such Party's governing body has not approved such payment or appropriated the funds necessary to make such payment – such Party shall be subject to termination from the Authority pursuant to Section 5.03(D), but upon any such termination shall not be liable for the amount of such payment.

### Article V: Relationship of Authority and Its Members

#### Section 5.01 – Separate Entity.

In accordance with California Government Code Sections 6506 and 6507, the Authority shall be a public entity separate from the Members. To the greatest extent permitted by law, unless otherwise specifically agreed herein by all Members as to a specific debt, liability and/or obligation, the debts, liabilities and obligations of the Authority shall not be debts, liabilities or obligations of the Members under California Government Code Section 6508.1. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

No Member has the power to obligate any other Member hereof and no Member debt, liability or obligation due any third party may be asserted or collected against this JPA, the GSA or any individual Member as a result of membership in this GSA by and among the Members. The Authority shall indemnify, defend, and save harmless the Members, their officers, agents, directors, and employees, from and against any and all claims and losses whatsoever, occurring or resulting to persons, firms, or entities furnishing or supplying work, services, labor, materials or supplies to the Authority in connection with the performance of this Agreement, and, except as expressly provided for by law, from any and all claims and losses accruing or resulting to any persons, firm or entity, for damage, injury, death arising out of our connected with the Authority's performance of its obligations under this Agreement. The Authority may also acquire such policies of directors and officers liability insurance and in such amounts as the Board of Directors shall deem prudent. The Board of Directors members, officers, and employees of the Authority shall use ordinary care and reasonable diligence in the exercise of their powers, and in the performance of their duties pursuant to this Agreement. The Board of Directors shall not be liable to the Members to this Agreement for any mistake of judgment or any other action made, taken, or omitted by any agent, employee, or independent contractor selected with reasonable care, nor for loss incurred through the investment of Authority funds or failure to invest same. To the extent authorized under California law, no Director, officer or employee of the Authority shall be responsible for any action made, taken, or omitted, by any other Director, officer or employee.

#### Section 5.02 – Insurance.

The Board of Directors shall, from time to time and at least annually, review the general liability, automobile, directors and officers, and other insurance coverage maintained by the Authority for adequacy and determine the nature, extent and limits of insurance to be maintained by the Authority. The Authority shall purchase and maintain such insurance as the Board of Directors determines to be appropriate after such review.

Section 5.03 – Admission, Withdrawal, Reinstatement and Termination of Members.

- A. *Additional qualified Contracting Entities or Interested Parties may participate in the NKGSA by entering into a Participation Agreement or Memorandum of Understanding, as applicable, with the Authority. Withdrawal, reinstatement, and termination of Contracting Entities and Interested Parties shall be governed by the applicable Participation Agreement or MOU.*
- B. Additional public agencies or mutual water companies may join in this Agreement and become a Member to the Authority upon the approval of the Board of Directors. Any new Member to the Authority shall agree to be bound to the terms of this Agreement as if they had been an original signatory hereto.
- C. Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving sixty (60) days written notice of its election to do so, which notice shall be given to the Board of Directors, any Contracting Entity, and each Interested Party; provided, that such withdrawal does not in any way impair any contracts, resolutions, indentures or other obligations of the Authority then in effect. In the event of a disagreement between the Authority and the withdrawing Member as to whether such withdrawal shall cause the impairment of any contracts, resolutions, indentures or other obligations of the Authority, such determination shall be made by a majority vote of the Board of Directors as defined in Section 3.04. Any Member that withdraws and later seeks reinstatement to the Authority shall provide funds to the Authority, proportionate to their responsibility, as if they had never left.

A withdrawing Member shall in all events remain liable for its proportionate share of (i) its full amount of the adopted fiscal year budget; (ii) any call for funds or assessment levied by the Authority prior to the date it provides its notice of withdrawal; (iii) any contribution required by Section 4.03 to reflect the Participation Percentages in existence at the time the subject act or omission occurred; and (iv) the amount of any annual budget approved prior to the date it provides its notice of withdrawal.

Should a Member choose to withdraw from the Authority in accordance with the terms of this Agreement, that Member expressly retains the right to serve as the GSA for the portion of the groundwater basin underlying its jurisdictional boundaries to the extent permitted by the Act.

- D. Any Member may be terminated, by a vote of the Board of Directors as set forth in Section 3.04 above, and upon termination shall no longer be a Member of the Authority. A Member so terminated shall not be liable for the amounts described in clauses (i), (ii) and (iii) of the immediately preceding paragraph except to the extent they are delinquent on the date of termination.
- E. In the event a Member withdraws from the Authority or is terminated in accordance with the terms and conditions hereof, such Member shall not receive a refund of any amounts advanced to the Authority by such Member prior to the date of its withdrawal or termination and shall be obligated to continue to pay its share of any legal fees and costs for any action in which the Member is named or participating as part of the Authority.
- F. Notwithstanding the foregoing provisions of Section 5.03, should the Authority be sued for any action or inaction by the Authority, then the Members constituting the Authority at the time of said action/inaction complained of shall not have the right to withdraw from the Authority during the pendency of that suit. Similarly, if the action or inaction upon which a suit is/was filed occurred when a Member was in the Authority but subsequently withdrew prior to the filing of a suit against the Authority, then such departed Member shall participate in the defense of that action as if it was still a Member to the Authority.

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**Section 5.04 – Term and Disposition Of Property Upon Dissolution.**

A. The Authority shall be formed and come into existence on the Effective Date and shall continue in existence unless terminated by the governing body of each of the Members then a party to this Agreement or at any point in time at which there ceases to be at least two parties to this Agreement, at which point in time this Agreement shall be automatically terminated; provided however, that the Authority and this Agreement shall continue to exist for the purpose of disposing of liabilities distributing funds, property and/or other assets (such funds, property and/or other assets, collectively, the "Authority Assets"), and all other functions necessary to conclude the business of the Authority.

B. Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the Members hereto and upon all subsequent Members joined herein for such a period as the Authority desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any Member that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

C. Upon termination of this Agreement, after the payment and fulfillment of all obligations of the Authority, any Authority Assets remaining shall be distributed to the Parties in proportion to the total contribution made by the Parties toward the funding of the Authority over the lifetime of the Authority's existence. The Authority shall cease to exist when the Authority Assets have been distributed according to the provisions contained in this Section, this Agreement generally, and the Joint Exercise of Powers Act (Gov. Code §6500 *et seq.*).

**Article VI: Liabilities**

- A. The Authority, and those persons, agencies and instrumentalities used by it to perform the functions authorized herein, whether by contract, employment or otherwise, shall be exclusively liable for any/all injuries, costs, claims, liabilities, damages of whatever kind arising from or related to activities of the Authority.
- B. The Authority shall hold harmless and indemnify the Members, and each of them, including their officers and employees, from any claim or liability arising from acts or omissions of the Authority in pursuit of this Agreement, and in so doing, shall provide the Members, and each of them, with legal defense of any and all claims or liabilities and shall pay reasonable attorney's fees and costs incurred in providing such defense.
- C. Funds of the Authority may be used to defend, indemnify, and hold harmless the Authority, the Members, and any officers, agents, and employees for their actions taken within the scope of their duties while acting on behalf of the Authority.

**Article VII: Miscellaneous Provisions**

**Section 7.01 – Amendment.**

This Agreement may be amended from time to time by the unanimous vote of all of the Members.

**Section 7.02 – Severability And Validity Of Agreement.**

Should the participation of any Member to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that Member's authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each Member hereby agrees it would have

entered into this Agreement upon the same terms as provided herein as if that Member had not been party to in this Agreement.

### Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the Members to this Agreement may not be assigned or delegated without the approval of the Board of Directors. Any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and Board of Directors-authorized assigns of the Members hereto. This section does not prohibit a Member from entering into an independent agreement with another agency regarding the financing of that Member's contributions to the Authority or the disposition of proceeds which that Member receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the Members under this Agreement.

### Section 7.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the Members hereto. Facsimile and electronic signatures shall be binding.

### Section 7.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the Members beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the Members in writing.

### Section 7.06 – Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California. The parties to this Agreement hereby expressly waive any right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

### Section 7.07 – Dispute Resolution.

The Members agree that any dispute regarding the enforcement or interpretation of any term, covenant or condition of this Agreement ("Dispute") shall first, for a period of not less than thirty (30) days, be submitted to mediation before a mutually acceptable mediator prior to initiation of litigation or any other binding arbitration or adjudicative dispute resolution process. The Members shall: (i) mediate in good faith; (ii) exchange all documents which each believes to be relevant and material to the issue(s) in the Dispute; (iii) exchange written position papers stating their position on the Dispute and outlining the subject matter and substance of the anticipated testimony of persons having personal knowledge of the facts underlying the Dispute; and (iv) engage and cooperate in such further discovery as the Members agree or mediator suggests may be necessary to facilitate effective mediation.

Each Member shall bear its own costs, fees and expenses of the mediation. Venue of the mediation shall be a mutually agreeable city within Fresno County, California.

Section 7.08 – Attorney’s Fees.

If any Member commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing Member in such proceeding or action shall be entitled to recover from the other Member(s) its reasonable attorney’s fees and legal expenses.

IN WITNESS WHEREOF, the Members hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: *Agency*

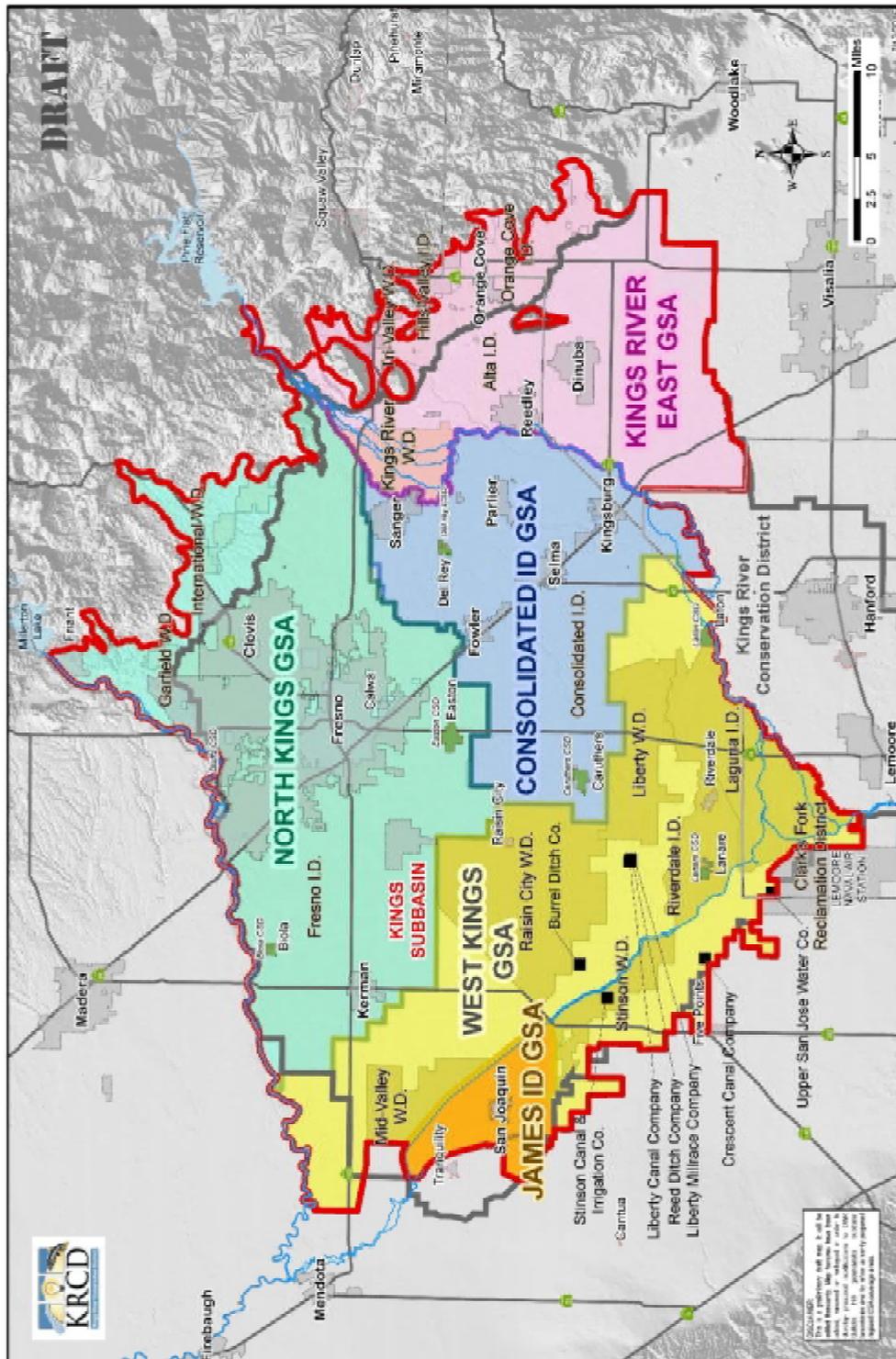
\_\_\_\_\_  
By: *Name*  
Its: *Title*

\_\_\_\_\_  
By: *Name*  
Its: *Title*

Member’s Address:  
*Address*  
*Address*

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

Exhibit 'A'  
Kings Subbasin



## Exhibit 'B'

### Interested Parties

California State University, Fresno

Cargill Beef

Community Water Center

E&J Gallo Wine

Fresno County Farm Bureau

Fresno Metropolitan Flood Control District

Malaga County Water District

Pinedale County Water District

Self-Help Enterprises

### Contracting Entities

Bakman Water Company



MAYOR  
Stephen B. Hill

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Rhonda Armstrong

COUNCIL MEMBER  
Kevin Nehring

COUNCIL MEMBER  
Bill Nijjer

DEPARTMENT: PUBLIC WORKS  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: SEPTEMBER 7, 2016

To: Mayor and City Council  
From: Ken Moore, Director of Public Works  
Subject: Resolution Approving Municipal Utility Guidelines During Less Severe Drought Conditions

## RECOMMENDATION

Council by motion adopt resolution approving Municipal Utility Guidelines during less severe drought conditions.

## EXECUTIVE SUMMARY

Recognizing persistent yet less severe drought conditions throughout California, on May 18, 2016, the State Water Board adopted an emergency water conservation regulation that replaces the February 2 emergency regulation. The May 2016 regulation that will be in effect from June 2016 through January 2017 requires locally developed conservation standards based upon each agency's specific circumstances. It replaces the prior percentage reduction-based water conservation standard with a localized "stress test" approach. These standards require local water agencies to ensure a three-year supply assuming three more dry years like the ones the state experienced from 2012 to 2015. Water agencies that would face shortages under three additional dry years will be required to meet a conservation standard equal to the amount of shortage. As directed by Governor Edmund G. Brown Jr. in Executive Order B-37-16, the Board will separately take action to make some of the requirements of the regulation permanent.

## OUTSTANDING ISSUES

The City will need to inform the public of the new outdoor watering schedule and encourage the continued water conservation methods still in effect.

## DISCUSSION

Although the drought conditions in the State of California have lessened, the State Water Board would encourage all water systems to continue monitoring groundwater levels and reduce water use when possible. In addition some current outdoor water user rules are still in effect.

### Water Users Rules Still in Effect

- users are prohibited from the application of potable water to any driveway or sidewalk
- users are prohibited from using potable water to water outdoor landscapes in a manner that causes runoff
- users are prohibited from using a hose to wash a motor vehicle without a shut-off nozzle
- users are prohibited from using non-recycled water in a fountain or decorative water feature.

In order to comply with the new emergency water conservation measures, the City will implement a revised outdoor watering schedule effective September 7, 2016 as outlined in Exhibit 'A' to the resolution. Watering will be restricted to **three days per week**

The revised watering schedule will affect all water users including City parks, medians and other outdoor landscape areas. The City will continue its education and outreach efforts to assist water users identify and repair leaks. The City also plans on installing approximately 1,260 residential water meters over the next year through a Proposition 84 grant awarded this year and water reserve funds. Approximately 2,000 residential water meters were installed in 2009/2010 on homes built after 1992.

The water conservation division of the Public Works Department will continue to actively pursue water leak issues, water wasting and outdoor watering on the wrong days along with the water user rules still in effect.

#### FISCAL IMPACT

The City may experience a slight increase in water use which could impact the cost of electricity used to pump water.

#### PUBLIC HEARING

None required.

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 16-\_\_\_

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING  
MUNICIPAL UTILITY GUIDELINES RELATING TO OUTDOOR WATER SCHEDULE DURING  
LESS SEVERE DROUGHT CONDITIONS

WHEREAS, on April 25, 2014 the Governor signed an Executive Order calling on the State to redouble state drought actions; and

WHEREAS, on July 15, 2014 the State Water Board approved an emergency regulation intended to reduce outdoor urban water use that mandates minimum actions to conserve water supplies both for this year and into 2015; and

WHEREAS, recognizing persistent yet less severe drought conditions throughout California, on May 18, 2016, the State Water Board adopted an emergency water conservation regulation that replaces the February 2nd emergency regulation. The May 2016 regulation that will be in effect from June 2016 through January 2017 requires locally developed conservation standards based upon each agency's specific circumstances. It replaces the prior percentage reduction-based water conservation standard with a localized "stress test" approach. These standards require local water agencies to ensure a three-year supply assuming three more dry years like the ones the state experienced from 2012 to 2015. Water agencies that would face shortages under three additional dry years will be required to meet a conservation standard equal to the amount of shortage.

WHEREAS, directed by Governor Edmund G. Brown Jr. in Executive Order B-37-16, the Board will separately take action to make some of the requirements of the regulation permanent.

WHEREAS, the Department of Water Resources approved the City of Kerman's self-certification conservation standard as zero compared to 2013.

WHEREAS, pursuant to City ordinances, the City Council may establish by resolution, formal guidelines for the conservation of all resources provided by the City's Municipal Utility Division.

THEREFORE, BE IT RESOLVED that the City Council of the City of Kerman approves implementation of the following regulations, and as summarized on the Outdoor Watering Schedule, attached hereto as Exhibit 'A'.

SECTION A.

1. For the purposes of these guidelines, "outdoor watering purposes" or "outside watering" shall mean the use of water from the City's utilities for irrigation, washing motor vehicles, sidewalks or parking lots, or recreational use, but shall not include the conservative use of water in preparation for painting, stuccoing or similar exterior maintenance or the use of less than 25 gallons of water for a child's wading pool.
2. During the Spring/Summer/Fall Schedule, in effect from March 2nd to November 30<sup>th</sup>, residents or occupants with street addresses ending in an odd number shall be permitted to use water for outdoor watering purposes, on Tuesdays, Thursdays, and Saturdays. Residents or occupants with street addresses ending in an even number shall be permitted to use water for outdoor watering purposes on Wednesdays, Fridays, and Sundays.

There shall be *no watering on Mondays*. For purposes of this regulation, the address of a property located on a corner shall be its mailing address. Water from the City Utility System shall not be used for outdoor watering purposes from 6:00 am to 8:00 a.m. or from 12:00 p.m. (Noon) to 7:00 p.m. on any day.

3. During the Winter Watering Schedule will be in effect from December 1<sup>st</sup> to March 1<sup>st</sup>, Residents or occupants with odd number addresses will water on **Tuesdays** and **Saturdays** only. Residents or occupants with even Numbered addresses will water on **Wednesdays** and **Sundays** only. When the Winter Watering Schedule is in effect, watering can be done any time of the day.
4. All city medians and parks that have no physical address assigned shall be watered according to the following schedule:
  - (a) Madera Avenue and areas to the east of Madera Avenue will be watered as Even Numbered addresses
  - (b) All areas west of Madera Avenue will be watered as Odd Numbered addresses.
5. The following actions are prohibited:
  - (a) The application of potable water to outdoor landscapes in a manner that causes runoff such that water flows onto adjacent property, non-irrigated areas, private and public walkways, roadways, parking lots, or structures;
  - (b) The use of a hose that dispenses potable water to wash an automobile, except where the hose is fitted with a shut-off nozzle or device attached to it that causes it to cease dispensing water immediately when not in use;
  - (c) The application of potable water to driveways, sidewalks, and asphalt; and
  - (d) The use of potable water in a fountain or other decorative water feature, except where the water is part of a recirculating system.
6. The taking of any action prohibited in section 5 of this Resolution is an infraction, punishable by a fine of up to five hundred dollars (\$500) for each day in which the violation occurs. Wasteful use of water or watering on days or times not permitted will subject the person responsible for said use to a fine /infraction up to \$500 per day, or other actions as provided in Paragraph D. of Section 13.04.160 of the Kerman Municipal Code.
7. This resolution and the foregoing regulations are adopted pursuant to Paragraph C. of Section 13.04.060 of the Kerman Municipal Ordinance, and the regulations shall supersede any less restrictive provisions of Section 13.04.060 until such time as this Resolution is rescinded or repealed by action of the City Council.
8. The regulations adopted herein shall be construed so as to comply with and give effect to Drought Emergency Water Conservation regulations adopted by the California Water Resources Control Board and added as Sections 863, 864 and 865 of Title 23 of the California Code of Regulations. City staff is directed to develop and implement

procedures that will encourage the conservation of the City's potable water resources through the use of utility user education, warnings concerning the use of water conservation practices, and as a last resort, the use of citations or other enforcement mechanisms. As soon as reasonably possible, Staff shall provide each utility customer with a copy of Exhibit 'A'.

SECTION B. These regulations shall be effective from and after September 7, 2016.

SECTION C. The foregoing resolution supersedes any prior resolution, ordinance or other regulation or policy concerning the times and days for outdoor watering.

This resolution was approved by the City Council of the City of Kerman at a regular meeting held on the 7th day of September, 2016 and passed at the said meeting by the following vote;

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

\_\_\_\_\_  
Stephen Hill  
Mayor

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

Exhibit 'A'

## City of Kerman Outdoor Watering Schedule

*(Irrigation, Vehicle Washing, Recreation Use)*

### Spring/Summer Watering Schedule

Effective March 2 – November 30

Odd Number Addresses (Ending in 1, 3, 5, 7, 9):  
Tuesday, Thursday, and Saturday

Even Number Addresses (Ending in 0, 2, 4, 6, 8):  
Wednesday, Friday, and Sunday

Watering Times: Midnight to 6 AM, 8 AM to Noon, and 7 PM to Midnight

**NO WATERING ON MONDAY**  
or between the hours of  
**6 AM to 8 AM and Noon to 7 PM any day.**

All city medians and parks that are not addressed will be split down  
Madera Ave as follows:

(A) Madera Avenue and areas to the east of Madera Avenue  
will be considered Even Number addresses

(B) All areas west of Madera Avenue will be considered  
Odd Number addresses



### Winter Watering Schedule

Effective Dec. 1 – March 1

Odd Numbered Addresses:  
(Ending in 1, 3, 5, 7, 9)  
Tuesdays and Saturdays

Even Numbered Addresses:  
(Ending in 0, 2, 4, 6, 8)  
Wednesdays and Sundays  
(Water any time on your day)