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AGENDA
KERMAN CITY COUNCIL
REGULAR MEETING
Kerman City Hall
850 S. Madera Avenue
Wednesday, February 15, 2017
6:30 PM

Rhonda Armstrong – Mayor
Gary Yep – Mayor Pro Tem
Michele Arvance – Council Member
Raj Dhaliwal – Council Member
Espí Sandoval – Council Member

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

OPENING CEREMONIES

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

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

- Pledge of Allegiance – City Clerk

AGENDA APPROVAL/ADDITIONS/DELETIONS

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

1. PRESENTATIONS/CEREMONIAL MATTERS

None

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: [February 1, 2017](#)

B. SUBJECT: Payroll

Payroll Report: 01/15/2017 - 01/28/2017: \$142,307.80; Retro Pay & Other: \$127.06; Overtime: \$2,980.75; Holiday at 1/2 Time: \$886.36; Standby: \$1,372.59; Comp Time Earned: 20.25

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll Report](#)

C. SUBJECT: Warrants

1. Nos. 10336 - 10465 \$681,541.53
2. Excepting #10421 \$221.71– Rhonda Armstrong & #10460 \$2,658.04 Sebastian

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

ATTACHMENTS: [Accounts Payable](#)

D. SUBJECT: Renewal of a Land Lease Agreement between the City of Kerman and David Bufkin for Approximately 38 Acres of Land Located at 1020 South Siskiyou (JK)

RECOMMENDATION: Council by motion adopt resolution approving a land lease agreement between the City of Kerman and David Bufkin and authorize the City Manager or designee to execute the lease agreement.

ATTACHMENTS: [Staff Report - Bufkin Lease](#)

E. SUBJECT: Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code California Building Standards Code by Reference (OP)

RECOMMENDATION: Council by motion, waive second reading and adopt ordinance amending Chapter 15.04 of Title 15 of the Kerman Municipal Code relating to Building Standards Code to conform to the 2016 State of California Building Codes.

ATTACHMENTS: [Staff Report - Second Reading 2016 Building Codes](#)

F. SUBJECT: Monthly Investment Report Ending January 31, 2017 (TJ)

RECOMMENDATION: Council accept the Monthly Investment Report as presented

ATTACHMENTS: [Investment Report](#)

3. PUBLIC HEARINGS

None

4. DEPARTMENT REPORTS

A. SUBJECT: Resolution Approving Tentative Parcel Map 16-01, Burnett Foods (OP)

RECOMMENDATION: Council by motion, adopt resolution approving Tentative Parcel Map 16-01, Burnett Foods subject to conditions of approval.

ATTACHMENTS: [Staff Report - Burnett Foods](#)

B. SUBJECT: Resolution Rejecting Bids for the City Hall Lobby Accessibility Upgrade/Expansion (TJ)

RECOMMENDATION: Council by motion adopt resolution rejecting all of the bids for the City Hall lobby accessibility upgrade/expansion project and re-advertise for bids for the project.

ATTACHMENTS: [Staff Report - CH Expansion Project](#)

5. CITY MANAGER/STAFF COMMUNICATIONS

A. Kerman Chamber of Commerce Appreciation Dinner – February 28, at 6:00 p.m., CTC

6. MAYOR/COUNCIL REPORTS

7. CLOSED SESSION

None

8. ADJOURNMENT

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.



MINUTES
KERMAN CITY COUNCIL
REGULAR MEETING
Kerman City Hall
850 S. Madera Avenue
Wednesday, February 1, 2017
6:30 PM

Rhonda Armstrong – Mayor
 Gary Yep – Mayor Pro Tem
 Michele Arvance – Council Member
 Raj Dhaliwal – Council Member
 Espi Sandoval – Council Member

<p>Present: Mayor Armstrong (RA), Mayor Pro Tem Gary Yep (GY), Michele Arvance (MA), Raj Dhaliwal (RD), Espi Sandoval (ES) Absent: None Also Present: City Manager Kunkel, City Attorney Cantú, Chief of Police, Lieutenant, Community Services Director, Finance Director, Public Works Director, City Engineer, Assistant Planner</p>	<p>Voting: Yes, No, Absent (Abstain or Recuse if needed)</p>
<p>OPENING CEREMONIES</p> <ul style="list-style-type: none"> • Welcome – Mayor • Call to Order • Roll Call • Invocation • Pledge of Allegiance – City Clerk 	<p>6:33 p.m. All present City Clerk Performed</p>
<p>AGENDA APPROVAL/ADDITIONS/DELETIONS</p> <p>1. PRESENTATIONS/CEREMONIAL MATTERS</p>	<p>Approved GY/RD Table Item 4.C (5-0-0)</p> <p>Approved GY/RD Agenda as amended (5-0-0)</p>
<p>REQUEST TO ADDRESS COUNCIL</p>	<p>KFC Maria Medina</p>
<p>2. CONSENT CALENDAR</p> <p>A. <u>SUBJECT</u>: Minutes <u>RECOMMENDATION</u>: Council approve minutes as presented.</p> <p>B. <u>SUBJECT</u>: Payroll Payroll Report: Jan 1-14, 2017: \$143,807.95; Overtime: \$3,746.59; Holiday at 1/2 time: \$1,190.63; Standby: \$872.36; Comp Time: 52.50 <u>RECOMMENDATION</u>: Council approve payroll as presented.</p>	<p>RA recuse from 2.C2 Approved GY/RD (5-0-0)</p> <p>Approved GY/RD 2.C2 - 10285 (4-0-1) RA</p>

C. SUBJECT: Warrants

1. Nos. 10234-10335 \$226,676.89
2. Excepting Sebastian 10285-\$424.97

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

D. SUBJECT: Resolution Accepting the California Avenue Sidewalk Project Phase 1, Federal Project No. CML-5291(024) (JJ)

RECOMMENDATION: Council by motion adopt resolution accepting the California Avenue Sidewalk Project, Phase 1, Federal Project No. CML-5291(024) and authorize the City Engineer to record the Notice of Completion.

Res 17-05

3. PUBLIC HEARINGS

A. SUBJECT: Public Hearing and Introduction of Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code California Building Standards Code by Reference (OP)

RECOMMENDATION: Council open public hearing, receive any public comments, close public hearing, waive full reading, and introduce Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code relating to Building Standards Code to conform with the 2016 State of California Building Codes.

Open/Closed PH
Approved GY/RD
(5-0-0)

4. DEPARTMENT REPORTS

A. SUBJECT: Second Reading and Adoption of Ordinance Amending Chapter 17.12, Relating to Conditional Use Permits and Chapter 17.70 Relating to Density Bonus to Title 17 of the Kerman Municipal Code (OP)

RECOMMENDATION: Council by motion, waive full reading and adopt ordinance Amending Chapter 17.12, Relating to Conditional Use Permits and Chapter 17.70 Relating to Density Bonus to Title 17 of the Kerman Municipal Code.

Approved GY/RD
(5-0-0)

Ord 17-01

B. SUBJECT: Letter of Support on H.R. 23 - Gaining Responsibility on Water (GROW) Act from Congressman David Valadao (MR)

RECOMMENDATION: Council discuss H.R. 20 GROW Act and direct staff accordingly.

Approved GY/MA
(5-0-0)

C. SUBJECT: Resolution Accepting Bid and Awarding Contract for City Hall Lobby Accessibility Upgrade/Expansion (TJ)

RECOMMENDATION: Council by motion adopt the attached resolution awarding the bid to the lowest responsible bidder based on the outcome of the bids opened Tuesday, January 31, 2017 and presented at the Council meeting.

Item tabled to Feb 15 meeting.

D. SUBJECT: Madera Avenue High Visibility Crosswalk Project Presentation

RECOMMENDATION: Council provide staff with comments and direction regarding project scope.

Presented

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

7. CLOSED SESSION

None

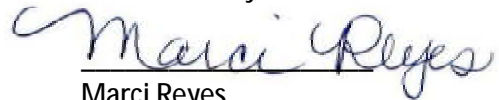
8. ADJOURNMENT

7:54 p.m. GY/RD
(5-0-0)

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: February 2, 2017



Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: January 15, 2017 - January 28, 2017

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
ADMINISTRATION										
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	\$ 2,092.89	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,092.89	-
Jones, Toni	\$ 3,698.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,698.31	-
Kunkel, John	\$ 6,031.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,031.85	-
Lopez, Jacqueline	\$ 1,055.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,055.54	-
Mendoza, Gabriela	\$ 1,191.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,191.23	-
Nazaroff, Helen	\$ 2,107.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,107.85	-
Reyes, Marcia	\$ 2,851.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,851.38	-
TOTAL	\$ 24,694.43	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 24,694.43	-
REC/SOCIAL										
Aguilar, Corina	\$ 26.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 26.25	-
Arredondo, Barbara	\$ 269.86	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 269.86	-
Ayala, Mariah	\$ 63.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 63.00	-
Burdine-Slaven, Jeanna	\$ 1,683.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,683.23	-
Camacho-Vargas, Odalis	\$ 26.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 26.25	-
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	-
Garfias, Brayán	\$ 220.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 220.00	-
Gonzalez, Jose Felix	\$ 1,804.32	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,804.32	-
Hurlbert, Ronald	\$ 275.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 275.00	-
Johnson, Theresa	\$ 1,855.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,855.85	-
LeBlanc, Noah	\$ 294.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 294.00	-
Lujan, Vanessa	\$ 600.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 600.00	-
Negrete, Dean	\$ 650.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 650.00	-
Rocha, Felix	\$ 1,080.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,080.00	-
Salvador, Mark	\$ 2,083.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,083.85	-
Sidhu, Nirmai	\$ 1,615.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,615.85	-
Silva, Jessica	\$ 393.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 393.75	-
Villa, Erika	\$ 409.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 409.50	-
Villalobos, Stacey	\$ 231.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 231.00	-
Villarreal, Arlene	\$ 1,481.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,481.54	-
TOTAL	\$ 18,798.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 18,798.00	-
POLICE										
Antuna, Eric	\$ 2,460.41	\$ -	-	\$ -	6.00	\$ 92.27	11.50	\$ 88.42	\$ 2,641.09	-
Antuna, Miguel	\$ 1,829.39	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,829.39	0.75
Barbosa, Isaias	\$ 2,392.06	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,392.06	-
Barcoma, Wilbert	\$ 3,070.74	\$ -	-	\$ -	12.00	\$ 230.31	-	\$ -	\$ 3,301.05	-
Belding, Jeff	\$ 2,652.54	\$ -	-	\$ -	6.00	\$ 99.47	-	\$ -	\$ 2,752.02	-
Blohm, Joseph	\$ 4,686.47	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,686.47	-
Chapman, Tom	\$ 2,437.62	\$ -	0.50	\$ 22.85	-	\$ -	-	\$ -	\$ 2,460.48	-
Davis, Jeff	\$ 3,070.74	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,070.74	-
Francone, Kevin	\$ 750.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 750.00	-
Godfrey, Kyle	\$ 1,241.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,241.08	-
Golden, John	\$ 3,712.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,712.64	-
Ledezma, Linda	\$ 1,335.97	\$ -	1.00	\$ 25.05	-	\$ -	-	\$ -	\$ 1,361.02	-
Lehman, Dustin	\$ 1,968.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,968.00	6.75
Lopez, Matt	\$ 390.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 390.00	-
Madruza, Ron	\$ 2,437.62	\$ -	8.25	\$ 377.07	-	\$ -	-	\$ -	\$ 2,814.69	-
Medina-Labetiaux, EJ	\$ 2,017.20	\$ -	-	\$ -	6.00	\$ 75.65	-	\$ -	\$ 2,092.85	-
Mendoza, Sandra	\$ 2,460.41	\$ -	4.00	\$ 184.53	12.00	\$ 184.53	-	\$ -	\$ 2,829.47	-

CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: January 15, 2017 - January 28, 2017

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Nelson, Christopher J	\$ 3,145.64	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,145.64	-
Ness, Lee	\$ 2,335.11	\$ -	2.50	\$ 109.46	-	\$ -	-	\$ -	\$ 2,444.57	-
Ramirez, Donald	\$ 1,534.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,534.62	-
Raigoza, Ray	\$ 1,784.77	\$ -	8.00	\$ 267.72	-	\$ -	-	\$ -	\$ 2,052.48	10.50
Rodrigues, Mary	\$ 1,845.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,845.69	-
Rodriguez, Erika	\$ 2,169.63	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,169.63	-
Seroka, Dylan	\$ 1,874.31	\$ -	-	\$ -	6.00	\$ 70.29	11.50	\$ 67.36	\$ 2,011.95	-
Tiwana, Manpreet	\$ 2,221.29	\$ -	18.50	\$ 770.51	-	\$ -	-	\$ -	\$ 2,991.80	-
Torres, Karina	\$ 384.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 384.00	-
Valdovinos, Jose	\$ 1,784.77	\$ -	-	\$ -	12.00	\$ 133.86	-	\$ -	\$ 1,918.63	2.25
Valenzuela, Arnold	\$ 384.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 384.00	-
TOTAL:	\$ 58,376.73	\$ -	42.75	\$ 1,757.19	60.00	\$ 886.36	23.00	\$ 155.78	\$ 61,176.05	20.25

PUBLIC WORKS

Arechiga, Pastor	\$ 1,804.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,804.15	-
Barajas, Michael	\$ 1,936.78	\$ -	22.00	\$ 932.07	-	\$ -	23.25	\$ 562.88	\$ 3,431.73	-
Castro, Joseph	\$ 1,894.36	\$ 100.00	2.00	\$ 71.04	-	\$ -	-	\$ -	\$ 2,065.40	-
Chavez, Fernando M.	\$ 2,451.96	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,451.96	-
Coronado, Karl	\$ 1,131.16	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,131.16	-
Durate, Leonardo	\$ 1,144.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,144.00	-
Gastelum, Humberto	\$ 1,942.93	\$ -	2.00	\$ 48.57	-	\$ -	-	\$ -	\$ 1,991.50	-
Gonzales, Ruben	\$ 2,031.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,031.25	-
Gonzalez, Michael	\$ 1,187.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,187.54	-
Gruce, Robert	\$ 2,502.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,502.92	-
Isaak, Denise	\$ 1,633.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,633.38	-
Lutz, Laura	\$ 435.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 435.00	-
Madruga, Lydia	\$ 2,029.68	\$ 27.06	-	\$ -	-	\$ -	-	\$ -	\$ 2,056.74	-
Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	-
Ortiz, Carlos	\$ 1,131.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,131.23	-
Ramirez, Manuel	\$ 1,849.26	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,849.26	-
Sanchez, Daniel	\$ 1,615.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,615.85	-
Tinoco, Alfonso	\$ 1,187.54	\$ -	-	\$ -	-	\$ -	3.00	\$ 44.53	\$ 1,232.07	-
Vallejo, Edward	\$ 2,500.10	\$ -	3.00	\$ 171.88	-	\$ -	19.50	\$ 609.40	\$ 3,281.38	-
TOTAL	\$ 34,262.94	\$ 127.06	29.00	\$ 1,223.57	\$ -	\$ -	45.75	\$ 1,216.81	\$ 36,830.37	-

PLANNING

Kufis, Chris	\$ 2,417.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,417.12	-
Garcia, Destiny	\$ 480.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 480.00	-
Pimentel, Olivia	\$ 2,328.58	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,328.58	-
Rocha, Amy	\$ 450.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 450.00	-
TOTAL	\$ 5,675.70	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,675.70	-

PLANNING

Epperson, R	\$ -
Bandy, R	\$ -
Espino, L	\$ -
Wettlaufer, K	\$ -
Jones, C	\$ -
Nunez, M	\$ -
Felker	\$ -
Total	\$ -

COUNCIL

Yep, G	\$ 125.00
Armstrong, R	\$ 125.00
Sandoval, E	\$ 125.00
Dhaliwal, R	\$ -
Arvance, M	\$ 125.00
Total	\$ 500.00

GRAND TOTAL:

\$142,307.80	\$127.06	71.75	\$2,980.75	60.00	\$886.36	68.75	\$1,372.59	\$ 147,674.56	20.25
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**CITY OF KERMAN
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

PAY PERIOD 1/15/17-1/28/17

POLICE DEPARTMENT

Overtime Categories - Number of Hours

Regular Overtime	ACT	Shift Coverage	SID	Training	Avoid the 21 Grant	Special Events	Total
1.5	18.5	14.75		8			42.75

(see notes below for overtime description)

DOUBLE TIME: (Sunday)

PUBLIC WORKS DEPARTMENT

Sub Total 0
42.75

Overtime Categories - Number of Hours

Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total
2	2	4	0	2	9	19

DOUBLE TIME: (Sunday)

0	3	1	0	0	6	10
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COMMUNITY SERVICES DEPARTMENT

Sub Total 29.00

Overtime Categories - Number of Hours

Regular Overtime	After Hour Event	Total
		0

Sub Total 0

FINANCE / PLANNING DEPARTMENTS

Overtime Categories - Number of Hours

Regular Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit	Total
					0

Sub Total 0

Total Hours (All Departments) 71.75

POLICE DEPARTMENT:

Regular Overtime – 1.5 hrs - Late calls

Shift Coverage – 14.75 hrs - Shift coverage due to officers being out on vacation, or called in sick.

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

Training – 8 hrs - Rifle training

ACT Position: 18.5 hrs

Special Events -

PUBLIC WORKS DEPARTMENT:

Water Service - Includes 2 hrs OT - Shut-off and turn-on of service, all water related emergencies

Sewer Emergencies 2 hrs OT & 3 hrs DT - SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related issues)

Animal Control 4 hrs OT & 1 hr DT - Vicious or dead animals. (not normally used for stray animals)

Special Events -

Other - 2 hrs OT - Joe-Inspections for Chris

Call Back -

On-Call Duties - 9 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

Regular Overtime - Only as needed.

Utility Billing - Completed on the 1st of each month.

Payroll - Completed bi-weekly.

Dog Clinic - Once a year clinic held after business hours.

Year-End Audit - Completed over a period of time at the end of each fiscal year.

Accounts Payable

Checks by Date - Detail by Check Date

User: jcamacho
 Printed: 2/7/2017 2:39 PM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10336	10029 1272511-01	ALLIED ELECTRIC SWR- MAIN CONTROL BOARD KIT FOR VF	01/24/2017	1,165.98
Total for Check Number 10336:				1,165.98
10337	10040 287274263292	AT&T MOBILITY PD-ACT CELL PHONE, 1 PAD, SERVICE COV	01/24/2017	1,039.74
Total for Check Number 10337:				1,039.74
10338	10617 408710 409701	C A REDING CO INC PD- DEC BILLING FOR COPIES 12/13/16 TO ADM- DEC BILLING FOR COPIES 12/19/16-1	01/24/2017	72.38 139.57
Total for Check Number 10338:				211.95
10339	10107 2574-779312	CONSOLIDATED ELECTRICAL DISTRI CS-LIGHT BULBS-SKATE PARK	01/24/2017	69.39
Total for Check Number 10339:				69.39
10340	10133 SL170461	DEPARTMENT OF TRANSPORTATION STRT- SIGNALS & LIGHTING OCT-DEC 201	01/24/2017	1,356.49
Total for Check Number 10340:				1,356.49
10341	10151 2662985	EWING IRRIGATION PRODUCTS LLD- SPRINKLER SUPPLIES	01/24/2017	129.16
Total for Check Number 10341:				129.16
10342	10154 CAFR260051 CAFR260051 CAFR260051 CAFR260051 CAFR260051	FASTENAL COMPANY PARKS- SUPPLIES- 3 LINE ITEM <\$50 LLD- SUPPLIES- 1 LINE ITEM <\$50 STRTC- SUPPLIES 2 LINE ITEMS <\$50 VE SUPPL-3 LINE ITEM <\$50 SWR- SUPPLIES 1 LINE ITEM <\$50	01/24/2017	35.69 2.13 12.34 38.61 41.88
Total for Check Number 10342:				130.65
10343	10514 019473	ICAD INC SWR- TROUBLESHOOT/REPAIR VFD	01/24/2017	468.75
Total for Check Number 10343:				468.75
10344	10204 37136	IDTS INC PD- 4 ANNUAL ENROLLMENTS BLOHM, R	01/24/2017	20.00
Total for Check Number 10344:				20.00
10345	10324 84572	RIVERSIDE LANDSCAPE & NURSERY STRTC- TREE	01/24/2017	59.52

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10345:	59.52
10346	10420	SPRINT	01/24/2017	
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		19.49
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		19.49
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		142.91
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		25.98
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		19.49
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		42.22
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		116.93
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		71.46
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		64.96
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		22.74
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		27.61
	622685312-182	VAR- MONTHLY CELL SERVICE 12-12-16/1-		106.86
			Total for Check Number 10346:	680.14
10347	10019	AFLAC	01/24/2017	
	751990	HR- JAN EMPLOYEE VOLUNTARY INS		127.70
			Total for Check Number 10347:	127.70
10348	10021	ALERT O LITE	01/24/2017	
	0008756-IN	AAC- TRASH BAGS FOR ANIMAL CAR CAS		69.10
	0008887-IN	SD- 300 SANDBAGS		255.91
			Total for Check Number 10348:	325.01
10349	10039	AT&T	01/24/2017	
	234-343-4597-04	PD-T-1 LINE 1/10/17-2/09/17		272.89
			Total for Check Number 10349:	272.89
10350	10042	BACKFLOW INDEPENDENT TESTING	01/24/2017	
	17011	WTR- CITY OWNED BACKFLOW TESTING		3,274.00
			Total for Check Number 10350:	3,274.00
10351	10054	BLUE SHIELD OF CALIFORNIA	01/24/2017	
	170160013749	HR- FEB MEDICAL COVERAGE		37,915.61
			Total for Check Number 10351:	37,915.61
10352	10061	BSK ASSOCIATES	01/24/2017	
	A700858	WTR- QTRLY T ST-NITRATE N		16.00
	A701164	WTR- QTRLY T ST-RADIUM, ALPHA, HEX,		1,149.00
			Total for Check Number 10352:	1,165.00
10353	10617	C A REDING CO INC	01/24/2017	
	409700	CS- COPIES 12/19/16-1/18/17 CONTRACT #1'		15.66
			Total for Check Number 10353:	15.66
10354	10078	CALIFORNIA STATE DISBURSEMENT	01/24/2017	
	01202017	HR- C WAGE ASGMT- 0195005641-01		46.15
	01202017	HR- C WAGE ASGMT- 0470282980-01		69.23
	01202017	HR- C WAGE ASGMT- 1070070330-01		152.30
			Total for Check Number 10354:	267.68

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10355	10103	COLONIAL LIFE	01/24/2017	
	3420205-0201495	HR- JAN EMPLOYEE CONTRIBUTION		704.24
	3420205-0201495	HR- JAN EMPLOYEE CONTRIBUTION (ROU		-0.05
Total for Check Number 10355:				704.19
10356	10107	CONSOLIDATED ELECTRICAL DISTRI	01/24/2017	
	2574-779963	CS-LIGHT COVERS ROTARY PARK		106.38
Total for Check Number 10356:				106.38
10357	11209	DARRENS BODY SHOP	01/24/2017	
	0000120	VE- REPAIR BODY WORK PD VEH #1466		565.00
Total for Check Number 10357:				565.00
10358	11208	EDUCATION AND TRAINING SERVICE	01/24/2017	
	01182017	WTR50%- MGT&SUPER. TRAINING E VALL		249.50
	01182017	SWR50%- MGT&SUPER. TRAINING E VALL		249.50
Total for Check Number 10358:				499.00
10359	10157	FERGUSON ENTERPRISES INC	01/24/2017	
	1242095	WTR-UNIV WATER METER WRENCH		66.33
Total for Check Number 10359:				66.33
10360	11213	FIRST AMERICAN TITLE COMPANY	01/24/2017	
	4101-5286157	ADM- UPRR PEDESTRIAN AND BICYCLE T		19,909.00
Total for Check Number 10360:				19,909.00
10361	10572	FRESNO CITY COLLEGE	01/24/2017	
	12541908	PD- REGISTRATION FOR FTO UPDATE SGT		67.00
Total for Check Number 10361:				67.00
10362	10162	FRESNO COUNTY TREASURER	01/24/2017	
	SO14341	PD- 3 DEC AND 2 JAN PRISONER PROCESS		120.00
Total for Check Number 10362:				120.00
10363	10204	IDTS INC	01/24/2017	
	37234	PD- 6 ANNUAL ENROLLMENTS BARBOSA,		30.00
Total for Check Number 10363:				30.00
10364	10205	INDEPENDENT STATIONERS	01/24/2017	
	SI00198107	CTC- TONER AND HIGHLIGHTER		155.88
	SI00200034	CS-MARKERS		6.91
	SI00200052	CTC- COFFEE CUPS		26.68
	SI00200381	CS-WHITE-OUT		5.40
	SI00201993	ADM- OFFICE SUPPLIES- CM/ADMIN		59.70
Total for Check Number 10364:				254.57
10365	10237	KERMAN U SAVE MINIMART	01/24/2017	
	5251	VE- FUEL FOR #1402-GRUCE ROBERTS CAI		29.39
Total for Check Number 10365:				29.39
10366	10238	KERMAN UNIFIED SCHOOL DIST	01/24/2017	
	170335	CS- PG&E BALLFIELD LIGHTS GOLDENRC		401.17

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10366:	401.17
10367	10239 42244	KERWEST INC CTC- CELEBRATION AD SPECIAL SECTION	01/24/2017	100.00
			Total for Check Number 10367:	100.00
10368	10243 4261 4261 4261	KINGS RIVER CONSERVATION DISTRI CAPITAL- RESOURCE ANALYST CAPITAL- MANAGER OF WATER RESOURC CAPITAL- DIRECTOR OF FINANCE	01/24/2017	166.60 19.42 46.80
			Total for Check Number 10368:	232.82
10369	10259 170083088101	MES VISION HR- FEB VISION PREMIUM	01/24/2017	610.64
			Total for Check Number 10369:	610.64
10370	10260 141231	METRO UNIFORM & ACCESSORIES PD- ACT UNIFORM FOR OFC. TIWANA POL	01/24/2017	445.98
			Total for Check Number 10370:	445.98
10371	10262 989988 990334	MID VALLEY DISTRIBUTORS INC WTR- HEX BOLTS, NUTS AND WASHERS WTR- ROD, BOLTS, NUTS AND WASHERS	01/24/2017	11.21 31.89
			Total for Check Number 10371:	43.10
10372	10272 000608508939 000608508939 000608508939 000608508939	MUTUAL OF OMAHA HR- FEB LTD INS EMPLOYEE HR- FEB LTD INS EMPLOYER HR- FEB LIFE INS HR- FEB VOLUNTARY LIFE	01/24/2017	475.79 475.79 432.88 1,222.33
			Total for Check Number 10372:	2,606.79
10373	10282 893734574001	OFFICE DEPOT PD- OFFICE SUPPLIES	01/24/2017	112.56
			Total for Check Number 10373:	112.56
10374	11210 01232017	ANTONIO ORELLANA CTC- DEPOSIT REFUND- SCOUT HUT 1/21/17	01/24/2017	100.00
			Total for Check Number 10374:	100.00
10375	10289 6206788690-3 6206788690-3 6206788690-3 6206788690-3 6206788690-3	P.G.& E. CS-MONTHLY ELEC & GAS 12-7-16/1-6-17 CS-MONTHLY ELEC & GAS 12-7-16/1-6-17 CS-MONTHLY ELEC & GAS 12-7-16/1-6-17 CS-MONTHLY ELEC & GAS 12-7-16/1-6-17 CS-MONTHLY ELEC & GAS 12-7-16/1-6-17	01/24/2017	1,405.73 140.49 3,161.76 893.65 100.00
			Total for Check Number 10375:	5,701.63
10376	11211 01212017	ALMA PUGA AAC- CAT TRAP DEPOSIT REIMBURSEMENT	01/24/2017	40.00
			Total for Check Number 10376:	40.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
10377	10596	RED WING SHOE STORE	01/24/2017	
	0000000002-409	PW-VAR - SAFETY BOOTS		25.00
	0000000002-409	PW-VAR - SAFETY BOOTS		25.00
	0000000002-409	PW-VAR - SAFETY BOOTS		25.00
	0000000002-409	PW-VAR - SAFETY BOOTS		97.76
	0000000002-409	PW-VAR - SAFETY BOOTS		25.00
Total for Check Number 10377:				197.76
10378	10327 72570597	SAFETY KLEEN CORP VE- CLEAN AQUEOUS PART WASHER	01/24/2017	283.46
Total for Check Number 10378:				283.46
10379	10610 01192017	INTERNATIONAL CODE COUNCIL, INC BPO- ICC- SAN JOAQUIN VALLEY CHAPTE	01/24/2017	40.00
Total for Check Number 10379:				40.00
10380	11212 0254	SE ELECTRIC CS- BALLAST REPLACEMENT-FINANCE	01/24/2017	100.00
Total for Check Number 10380:				100.00
10381	11198 2 2	SERNA CONSTRUCTION STRT- CALIF AVE SIDEWALK PROJ PMT #2 STRT- CALIF AVE SIDEWALK PROJ PMT #2	01/24/2017	80,677.32 12,847.32
Total for Check Number 10381:				93,524.64
10382	10354 2017013	T & T PAVEMENT MARKINGS STRTC- 50-60 LB BAGS PERMA PATCH ASP	01/24/2017	1,539.18
Total for Check Number 10382:				1,539.18
10383	10365 10612	THE RADAR SHOP PD- RE-CERTIFIED RADAR UNITS AND TU	01/24/2017	138.00
Total for Check Number 10383:				138.00
10384	10168 MSP-21228 MSP-21229 MSP-21229	UNITY IT TECH-MONTHLY TECHNOLOGY SUPPORT WTR50%- SCADA SUPPORT DEC 2016 SWR50%- SCADA SUPPORT DEC 2016	01/24/2017	2,335.10 27.50 27.50
Total for Check Number 10384:				2,390.10
10385	10644 321803504 322243775	US BANK EQUIPMENT FINANCE PD- COPIER LANIER MPC4503 ADM- MP C8002 COPIER LEASE CONTRAC	01/24/2017	177.51 388.71
Total for Check Number 10385:				566.22
10386	11207 01202017	WALTER ENTERTAINMENT INC WTR- REFUND ON WATER METER RENTAL	01/24/2017	950.00
Total for Check Number 10386:				950.00
10387	10406 54324 54324 54324	WEST HILLS OIL INC VE- TRANSIT FUEL 75.115 GAL VE- FUEL-JAN 01-15 1180.298 GALLONS PD-ACT FUEL FOR TIWANA VEHICLE	01/24/2017	199.66 3,140.06 32.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10387:	3,372.18
			Total for 1/24/2017:	184,542.41
10388	10386	US BANK CORPORATE PAYMENT	01/31/2017	
	01142017	PD-RIFLE COURSE SUPPLIES JAN 14-15 201		4.30
	01142017	PD-RIFLE COURSE SUPPLIES JAN 14-15 201		106.50
	01142017	PD-TARPS FOR RANGE		34.29
	551914	CC-WOMEN CAUSUS HOTEL R ARMSTRON		381.64
	551915	CC-WOMEN CAUSUS HOTEL M ARVANCE		381.64
	BLOHM-01062017	AAC- 3 50 LBS DOG FOOD		62.97
	BLOHM-01062017	PD- HOSE NOZZLE		5.27
	JOHN 122316	ADM-CM CNG FUEL FOR TRAVEL/TRAIN		9.01
	KEN--01042017	SWR 50%- INK, PENS, FOLDERS, BATTERY		120.64
	KEN--01042017.	WTR 50%- INK, PENS, FOLDERS, BATTERY		120.65
	KEN-01042017.	WTR50%- CONDOLENCE FLOWERS TO RO		39.41
	KEN-01042017..	SWR50%- CONDOLENCE FLOWERS TO RO		39.41
	KEN-01112017	VE- INK FOR SHOP PRINTER-HUMBERTO		118.76
	KEN-01192017.	VE FUEL- PROPANE FOR FORKLIFT		53.51
	KEN-12-30-16	VE- EPA ID ANNUAL VERIFICATION FEE		150.00
	KEN-58296	VE REP- INSTALL BRAKE CONTROLLER #:		96.60
	KEN-728585	WTR- WATER DIST COURSE A. TINOCO		113.55
	MARCI01302017	CLRK-CLERKS ASSOCIATION ANNUAL FEI		130.00
	PHILIP-01052017	CS- WALMART- STRG BIN AND TOASTER		59.77
	PHILLIP-66840	CS-CPRS CONFERENCE REGISTRATION		445.00
			Total for Check Number 10388:	2,472.92
10389	10014	ADMINISTRATIVE SOLUTIONS INC	01/31/2017	
	01302017	HR-FEBRUARY EMPLOYER FLEX PLAN		10,500.00
	01302017	HR-DEC - SEC 125 EMPLOYEE CONT		2,560.24
	102934	HR-FEB DENTAL CLAIMS FUNDING		4,379.40
	102935	HR-FEB BLUE SHIELD PLAN ADMIN		870.00
	102935	MERP ANNUAL FEE 2017		150.00
	102936	HR-FEB SEC 125 PLAN ADMIN		120.00
			Total for Check Number 10389:	18,579.64
10390	10758	ALL PARTITIONS AND PARTS	01/31/2017	
	12211	CS-2 RESTROOM PARTITION DOORS		586.75
			Total for Check Number 10390:	586.75
10391	10040	AT&T MOBILITY	01/31/2017	
	287274331982	PD-DEC MDT WIRELESS SERVICE 12/20/18		107.03
			Total for Check Number 10391:	107.03
10392	11214	JOHN BORODIN	01/31/2017	
	117	WTR-HIGH EFF TOILET REBATE		100.00
			Total for Check Number 10392:	100.00
10393	11215	CALIFORNIA INDUSTRIAL RUBBER C	01/31/2017	
	F-061121	SWR-GENERAL SERVICE HOSE FULL REEI		803.33
			Total for Check Number 10393:	803.33
10394	10078	CALIFORNIA STATE DISBURSEMENT	01/31/2017	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	01312017	C WAGE ASGMT - 0195005641-01		46.15
	01312017	C WAGE ASGMT - 0470282980-01		69.23
	01312017	C WAGE ASGMT - 1070070330-01		152.30
Total for Check Number 10394:				267.68
10395	10683	CENTRO PRINT SOLUTIONS	01/31/2017	
	211545	FIN-1099 SHEETS & ENVELOPES		91.59
	211545	FIN-DISCOUNT IF PAID BY 2/4/17		-0.67
Total for Check Number 10395:				90.92
10396	10094	CHEAPER THAN DIRT	01/31/2017	
	12783516	PD-CCI .40 S&W FOR OFC TIWANA ACT PO		78.70
Total for Check Number 10396:				78.70
10397	10095	CHEM QUIP INC	01/31/2017	
	5511501	WTR-70 GL BULK CHLORINE		136.05
	5511502	WTR-20 GL BULK CHLORINE		38.87
	5511505	WTR-110 GL BULK CHLORINE		213.80
Total for Check Number 10397:				388.72
10398	10452	CITY OF FRESNO WMD	01/31/2017	
	K010417	SWR-LAB ANALYSIS		125.00
	K010417	WTR-LAB ANALYSIS		75.00
	K122816	WTR-LAB ANALYSIS		30.00
	K122816	SWR-LAB ANALYSIS		71.00
Total for Check Number 10398:				301.00
10399	10102	CODE PUBLISHING COMPANY	01/31/2017	
	55203	CLRK-WEB HOSTING JANUARY 17-18		350.00
Total for Check Number 10399:				350.00
10400	10106	CONSOLIDATED EDISON SOLUTIONS	01/31/2017	
	443788	SWR-SOLAR POWER		4,645.67
Total for Check Number 10400:				4,645.67
10401	10108	COOKS COMMUNICATIONS CORP	01/31/2017	
	131476	VE-UPFIT FOR NEW SUV #1503		11,030.84
	131479	PD REP-MAIN RADIO MIC STOCK		358.48
Total for Check Number 10401:				11,389.32
10402	LP-COUN	COUNTRY FAIR FLEA MARKET	01/31/2017	
		LP Refund		71.62
Total for Check Number 10402:				71.62
10403	10117	CUMMINS PACIFIC	01/31/2017	
	022-80158	VE EQUIP-GENERATOR REPAIR TO WWTP		552.90
	022-80338	VE EQUIP-PARTS FOR WELL #15 GENERAT		228.76
Total for Check Number 10403:				781.66
10404	10118	DAPPER TIRE	01/31/2017	
	44090465	PD REP-4 TIRE STOCK		427.11

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10404:	427.11
10405	11209 01232017	DARRENS BODY SHOP VE REP-BODY WORK #1392	01/31/2017	845.00
			Total for Check Number 10405:	845.00
10406	10119 INV1037758	DASH MEDICAL GLOVES PD-1 CASE GLOVES	01/31/2017	83.04
			Total for Check Number 10406:	83.04
10407	10144 5908449 5908449	ELBERT DISTRIBUTING INC PD MAINT-MAINTENANCE SUPPLIES VE MAINT-MAINTENANCE SUPPLIES	01/31/2017	173.08 173.07
			Total for Check Number 10407:	346.15
10408	10154 CAFR260332 CAFR260332 CAFR260332 CAFR260332	FASTENAL COMPANY PARKS-SUPPLIES <\$50 VE-SUPPLIES <\$50 STRTC-SUPPLIES <\$50 BLDG-SUPPLIES <\$50	01/31/2017	58.27 22.06 14.83 0.43
			Total for Check Number 10408:	95.59
10409	11140 V001020195	FRESNO TRUCK CENTER VE- 2017 FREIGHTLINER WATER TRUCK	01/31/2017	92,252.28
			Total for Check Number 10409:	92,252.28
10410	10205 SF100202500	INDEPENDENT STATIONERS CTC-PENS & PAPER CLIPS	01/31/2017	24.28
			Total for Check Number 10410:	24.28
10411	10214 25642	INTERNATIONAL INSTITUTE OF CLRK-ANNUAL DUES THROUGH 3/31/18	01/31/2017	160.00
			Total for Check Number 10411:	160.00
10412	10778 OFF1K116631	KERMAN FARM SUPPLY PD-BATTERIES & 1 VEHICLE KEY #503	01/31/2017	17.26
			Total for Check Number 10412:	17.26
10413	10239 42257 42257 42279	KERWEST INC CC-NOTICE FOR BIDS WELL 18 CC-NOTICE TO BIDDERS CC-PH NOTICE BUILDING STANDARDS	01/31/2017	486.00 486.00 90.00
			Total for Check Number 10413:	1,062.00
10414	11142 5380276 5380276	KIMBALL MIDWEST VE MAINT-WELDING SUPPLIES PD MAINT-WELDING SUPPLIES	01/31/2017	74.70 74.70
			Total for Check Number 10414:	149.40
10415	10262 992022	MID VALLEY DISTRIBUTORS INC WTR-STAINLESS ROLL PINS	01/31/2017	8.55

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10415:	8.55
10416	10924 01262017	KEN MOORE STRTC-REIMBURSE KEN FOR EMPLOYEE	01/31/2017	78.88
			Total for Check Number 10416:	78.88
10417	10282 893993484001 893993484001 893993484001 895714585001 895714873001 897771525001 897771525001	OFFICE DEPOT PARKS-OFFICE SUPPLIES 3 ITEMS <\$50 WTR-CASE OF PAPER WTR METER PROJECT-CASE OF PAPER STRTC-OFFICE SUPPLIES 3 ITEMS <\$50 STRTC-OFFICE SUPPLIES 1 ITEM <\$50 FIN-OFFICE SUPPLIES FIN-OFFICE SUPPLIES	01/31/2017	47.55 17.04 17.04 57.71 6.77 43.55 43.55
			Total for Check Number 10417:	233.21
10418	10289 9081203718-3	P.G.& E. CS-KATEYS PARK JAN 2017 SERVICE	01/31/2017	109.28
			Total for Check Number 10418:	109.28
10419	10305 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464 800090900159464	PITNEY BOWES PURCHASE POWER VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594 VAR-POSTAGE FOR METER; 8000909001594	01/31/2017	2.79 0.46 5.12 1.40 56.09 0.94 3.81 0.46 197.62 17.21 213.90
			Total for Check Number 10419:	499.80
10420	10309 299719	PROFORCE LAW ENFORCEMENT PD-TASER CARTRIDGES	01/31/2017	679.00
			Total for Check Number 10420:	679.00
10421	10719 1302017 1302017	RHONDA ARMSTRONG CC-CONF MILEAGE REIMBURSEMENT CC-HOTEL PARKING/WIFI	01/31/2017	179.76 41.95
			Total for Check Number 10421:	221.71
10422	11006 01312017	RIGHT NOW PHLEBOTOMY PD-BLOOD DRAW CASE 17-0257	01/31/2017	125.00
			Total for Check Number 10422:	125.00
10423	10754 2056162 385901327	SUPPLYWORKS CTC-CREDIT ORDER ERROR CTC-JANITORIAL SUPPLIES	01/31/2017	-6.86 1,004.32
			Total for Check Number 10423:	997.46
10424	10374	TRITECH FORENSICS	01/31/2017	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	141446	PD-EVIDENCE SECURITY ENVELOPES & S		136.50
			Total for Check Number 10424:	136.50
10425	10644 322243866 322243866	US BANK EQUIPMENT FINANCE CS-COPIER EQUIPMENT FEB 2017 CS-LATE FEES FOR DEC/JAN	01/31/2017	219.02 34.40
			Total for Check Number 10425:	253.42
			Total for 1/31/2017:	139,819.88
10427	UB*00482	LETICIA BELTRAN Refund Check	02/02/2017	186.09
			Total for Check Number 10427:	186.09
10428	UB*00488	MARTIN CASTELLANOS Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/02/2017	10.01 0.08 3.07 7.47 5.37 0.53 0.33
			Total for Check Number 10428:	26.86
10429	UB*00483	FERNANDO CHAVEZ Refund Check	02/02/2017	54.37
			Total for Check Number 10429:	54.37
10430	UB*00481	FIELD ASSET SERVICES LLC Refund Check	02/02/2017	52.12
			Total for Check Number 10430:	52.12
10431	UB*00479	JUAN GALLARDO-GAONA Refund Check	02/02/2017	139.26
			Total for Check Number 10431:	139.26
10432	UB*00493	JOSEPH CROWN CONSTRUCTION Refund Check Refund Check	02/02/2017	0.37 15.35
			Total for Check Number 10432:	15.72
10433	UB*00486	MARGARITA NAREZ Refund Check	02/02/2017	21.04
			Total for Check Number 10433:	21.04
10434	UB*00484	ALICIA ORELLANA Refund Check	02/02/2017	44.70
			Total for Check Number 10434:	44.70
10435	UB*00491	MANUEL RODRIGUEZ Refund Check	02/02/2017	0.04

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
		Refund Check		1.00
			Total for Check Number 10435:	1.04
10436	UB*00480	ROSEANN SANCHEZ Refund Check	02/02/2017	53.25
			Total for Check Number 10436:	53.25
10437	UB*00485	MARIA SANDOVAL Refund Check	02/02/2017	102.20
			Total for Check Number 10437:	102.20
10438	UB*00492	THOMAS SAPPINGTON Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/02/2017	143.77 0.49 0.31 0.75 0.54 0.05 0.03
			Total for Check Number 10438:	145.94
10439	UB*00487	SURJIT SINGH ATWAL Refund Check	02/02/2017	24.15
			Total for Check Number 10439:	24.15
10440	UB*00489	HARBANS SINGH SRAN Refund Check	02/02/2017	113.31
			Total for Check Number 10440:	113.31
10441	UB*00490	MELANIE YEE Refund Check Refund Check Refund Check Refund Check Refund Check Refund Check	02/02/2017	0.06 3.48 2.15 5.23 3.76 0.05
			Total for Check Number 10441:	14.73
			Total for 2/2/2017:	994.78
10442	11218 02072017	CENTRAL VALLEY TIMING REC-TIMING SERVICES DEPOSIT FOR ALM	02/07/2017	100.00
			Total for Check Number 10442:	100.00
10443	10098 85167	CLEANSTREET INC STRT-MONTHLY SWEEP FEE JAN 2017	02/07/2017	6,672.90
			Total for Check Number 10443:	6,672.90
10444	10108 131490	COOKS COMMUNICATIONS CORP VE-UPLIFT FOR NEW SUV #1502	02/07/2017	11,132.34

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 10444:	11,132.34
10445	10166	FRESNO-MADERA AGENCY ON AGINC	02/07/2017	
	1622	NUT-NON QUALIFIED MEALS 18		61.74
	1622	NUT-SITE SUPPLIES		80.48
			Total for Check Number 10445:	142.22
10446	10191	H & J CHEVROLET INC	02/07/2017	
	CVW26910-1	VE REP-DOORLOCK SWITCHES #1444		51.08
	CVW26967	VE REP-THERMOSTAT #1394		40.36
			Total for Check Number 10446:	91.44
10447	11166	HARDWARE DISTRIBUTION	02/07/2017	
	000094	STRIC-5 STOP SIGNS HIP W/OVERLAY		431.85
	000095	Graco Striper 250 DC 17H474		25,902.12
			Total for Check Number 10447:	26,333.97
10448	11154	HEDRON ARCHITECTURE	02/07/2017	
	1617-04	FIN-ARCHITECTURE FEES - 4TH PROGRES		947.00
			Total for Check Number 10448:	947.00
10449	11219	HOBART SERVICE	02/07/2017	
	32923328	CTC-DISHWASHER REPAIR PART & LABOR		596.58
	32923328	CTC-DISHWASHER REPAIR SALES TAX		10.13
			Total for Check Number 10449:	606.71
10450	10249	LEAGUE OF CALIFORNIA CITIES	02/07/2017	
	7512	ADM-SSJV DIVISION LEAGUE OF CITIES M		137.68
			Total for Check Number 10450:	137.68
10451	10261	MID VALLEY DISPOSAL, INC	02/07/2017	
	01312017	SWA-JANUARY 2017 SW CHARGES		91,740.69
	01312017	SWA-CITY PORTION FOR JANUARY 2017		-18,348.14
	01312017	SWA-ROLL OFF/FRANCHISE FEES		-619.80
			Total for Check Number 10451:	72,772.75
10452	10265	MONTOY LAW CORPORATION	02/07/2017	
	01312017	ADM-JANUARY LEGAL SERVICES		1,662.50
			Total for Check Number 10452:	1,662.50
10453	10273	NAFFA INTERNATIONAL INC	02/07/2017	
	31478	BPO-PLAN CHECK FEES		962.34
			Total for Check Number 10453:	962.34
10454	10276	NATIONAL METER & AUTOMATION	02/07/2017	
	1	WTR MTR PROJ-PROCURMENT FOR WTER		119,032.42
	1	WTR MTR PROJ-PROCURMENT FOR WTER		95,177.05
			Total for Check Number 10454:	214,209.47
10455	10487	LORA NEHRING	02/07/2017	
	02072017	REC-INSTRUCTOR FEE ZUMBA JANUARY		595.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	P10542342	WTR-REWARD AND FINALE		217.54
			Total for Check Number 10462:	435.09
10463	11217 00085360	EMMANUEL TORRES CTC-DEPOSIT REFUND SH 1/28/17	02/07/2017	100.00
			Total for Check Number 10463:	100.00
10464	10751 22717 22717	EDWARD VALLEJO WTR-PER DIEM FOR MEALS FOR CONFER WTR-PER DIEM FOR MEALS FOR CONFER	02/07/2017	57.00 57.00
			Total for Check Number 10464:	114.00
10465	10273 31478	NAFFA INTERNATIONAL INC BPO-PLAN CHECK OUTSTANDING INV #29	02/07/2017	300.00
			Total for Check Number 10465:	300.00
			Total for 2/7/2017:	356,184.46
			Report Total (129 checks):	681,541.53



City of Kerman

"Community Comes First"

MAYOR
Rhonda Armstrong

MAYOR PRO-TEM
Gary Yep

COUNCIL MEMBER
Michele Arvance

COUNCIL MEMBER
Raj Dhaliwal

COUNCIL MEMBER
Espinoza Sandoval

DEPARTMENT: CITY MANAGER
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: FEBRUARY 15, 2017

To: Mayor and City Council
From: John Kunkel, City Manager
Subject: Renewal of a Land Lease Agreement between the City of Kerman and David Bufkin for Approximately 38 Acres of Land Located at 1020 South Siskiyou

RECOMMENDATION

Council by motion adopt resolution approving a land lease agreement between the City of Kerman and David Bufkin and authorize the City Manager or designee to execute the agreement.

EXECUTIVE SUMMARY

The City of Kerman entered into a three-year Land Lease Agreement with Mr. David Bufkin to farm approximately 38 acres of city-owned property located on South Siskiyou Avenue just south of the railroad tracks. The current lease expired on December 31, 2016.

OUTSTANDING ISSUES

None.

DISCUSSION

In 2009, the City of Kerman purchased approximately 38 acres of land on South Siskiyou Avenue to be used for a future community park. However, due to the costs and lack of available funding there is no scheduled to development to the park in the near future. Thus, the best use of this property in the interim is to continue leasing it for farming purposes. The conditions in the lease agreement remain the same and the term is for three-years through December 31, 2019. Mr. Bufkin is in agreement and is prepared to sign the new lease

FISCAL IMPACT

Potential annual rental income to the City of \$7,600.00 per year and savings of several thousand dollars in labor and materials costs to remove weeds and perform tractor work to maintain the property.

PUBLIC HEARING

None required.

ATTACHMENT

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 17-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING A LAND LEASE AGREEMENT BETWEEN THE CITY OF KERMAN AND DAVID L. BUFKIN FOR APPROXIMATELY 38 ACRES OF LAND AT 1020 SOUTH SISKIYOU AVENUE (APN 023-060-15)

WHEREAS, the City of Kerman purchased approximately 38 acres of land outside of the City limits at 1020 South Siskiyou Avenue (APN 023-060-15); and

WHEREAS, the land was purchased for the development of a future community park; and

WHEREAS, the lease of the land is preferable than the City incurring annual costs for weed abatement and maintenance of the property; and

WHEREAS, on January 1, 2013, the City entered into a three-year (3) year lease with David L. Bufkin to farm the 38 acres of the property, which lease expired on December 31, 2016; and

WHEREAS, Mr. Bufkin has agreed to farm and maintain the property in good condition at to pay annual rent to the City of Kerman in the amount of \$7,600.00; and

WHEREAS, the Land Lease Agreement attached hereto as Exhibit 'A' would be for a term of three (3) years commencing January 1, 2017 and terminating December 31, 2019.

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

Section 1. The Foregoing recitals are incorporated by reference.

Section 2. The Land Lease Agreement with David L. Bufkin for lease of approximately 38 acres of land at 1020 South Siskiyou Avenue pursuant to the above noted lease term and lease amount is approved.

Section 3. The City Manager is authorized to sign the lease agreement on behalf of the City.

The foregoing resolution was approved and adopted by the City Council of the City of Kerman at a regular meeting held on the 1st of March 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby approved.

ATTEST:

Rhonda Armstrong
Mayor

Marci Reyes
City Clerk

Exhibit 'A'

LAND LEASE AGREEMENT

THIS AGREEMENT, is to be effective this 1st day of January, 2017, by and between the CITY OF KERMAN, a municipal corporation, hereinafter known and designated as Lessor, and David Bufkin, hereinafter known and designated as Lessee.

WITNESSETH:

That the Lessor for and in consideration of the terms, covenant and agreements hereinafter set forth and which are required to be kept and performed by the Lessee, and in further consideration of the rental hereinafter mentioned, payable and to be paid by the Lessee to the Lessor at the time and in the manner hereinafter mentioned, hereby leases and lets unto the said Lessee for the term hereinafter specified, the following real property (referred to herein as the "Premises") consisting of approximately 38 acres situated in the County of Fresno, State of California described as:

NW 1/4 of NW 1/4 of Section 13, Twn. 14 S, Range 17E. M.D.B.&M.
APN. 023-060-15 40 acres less house 39 acres (more or less).

THE PARTIES HERETO, EACH TO THE OTHER EXPRESSLY COVENANT, PROMISE AND AGREE AS FOLLOWS:

I
TERM, EXTENSION AND EARLY TERMINATION

That the term of this lease shall be for a three (3) year period of time commencing with the 1st day of January 2017, and terminating on the 31st day of December 2019. Irrespective of the foregoing termination date, if at expiration of the term of this lease, or the earlier termination pursuant to the provisions herein, the Lessee has not fully harvested any crop then growing upon the leased premises, the Lessee shall have the right to re-enter upon said premises to harvest the crop, provided however, that this right of entry shall expire 90 days after the term of this lease.

The parties acknowledge that Lessor has acquired this land for the eventual construction of a park and recreation facility, and that Lessor may at any time give notice that this Lease, or any extension of it, shall terminate upon the completion of harvest in any crop year. Parties agree that City may terminate this Lease for imminent park development of the whole premises or only a portion of the premises, subject to the provisions for completion of harvest set forth above.

II
RENT

That the Lessee shall pay to the Lessor as rent for the leased premises and personal property the following sums, to wit:

- A. The Lessee shall pay to the Lessor the sum of Seven Thousand Six Hundred Dollars (\$7,600.00) as rent.

III
PURPOSE AND MANAGEMENT

That this being an agricultural lease of land to be used for producing row crops, the Lessee shall make the land productive using the leased premises solely for farming purposes as outlined herein. The Lessee shall have the use of any crop allotment allocated to the leased Premises for any crop year in which Lessee occupies the Premises, and the Lessee may farm the same in combination with any other real property of which the Lessee is the owner, operator or has an interest provided that such use shall at all times conform to the rules and regulations of the Department of Agriculture or other applicable authority and shall not cause said allotment to be jeopardized or penalized in any manner with respect to the real property which is the subject matter of this lease, and in this regard any such allotment shall revert to the Lessor at the expiration of the term of this lease. The Lessee shall farm the leased premises in accordance with the accepted practices of husbandry in the area not permitting or suffering any waste thereon and keeping down and controlling the growth of noxious weeds and grasses or other pests. Subject to the foregoing provisions the crop or crops to be grown on the subject real property and the amount thereof shall be as the Lessee may determine. The Lessee acknowledges that the Lessor has not made any representations or warranties as to the level, fertility, productivity or other condition of the leased Premises or of the type or size of any allotment relating thereto, and that the Lessee in leasing the same is relying solely on the inspections, experience and judgment of the Lessee.

IV
EXPENSES

That except as otherwise expressly provided for herein, the Lessee shall pay all of the costs and expenses of farming the leased premises and the irrigating, cultivating, growing, harvesting, producing, delivering and selling of the crop or crops produced thereon, and the Lessor shall not be liable or responsible for the same; likewise the Lessee shall furnish all of the labor, equipment and materials connected therewith. In addition, the Lessee agrees to pay all charges for electric power that may be incurred in connection with the farming operations on said premises, or for other purposes, during the term of this lease.

Lessee shall pay any personal or other property taxes assessed on, or any portion of such taxes directly attributable to Lessee's activities in connection with this Lease. Lessor will pay any real property taxes or other fees and Fresno Irrigation District ("FID") assessments attributable to the Property, but not those arising from Lessee's activities. Excepted as stated in the previous sentence, any tax or other fee in connection with this Lease, including Fresno Irrigation District (FID) assessments shall be paid by Lessee.

Any interest in real property which exists as a result of possession, exclusive use, or a right to possession or exclusive use of any real property (land or improvements located therein or thereon) which is owned by the City of Kerman (Lessor) may be a taxable possessory interest under California Revenue & Taxation Code Section 107.6. With regard to any possessory interest to be acquired by Lessee under this Lease, Lessee, by its signature(s) hereunto affixed, warrants, stipulates, confirms, acknowledges and agrees that prior to its executing this Lease, Lessee either took a copy of this Lease to the Office of the Fresno County Tax Assessor or by some other appropriate means independent of Lessor or any employee, agent, or representative of Lessor determined, to Lessee's full and complete satisfaction, how much Lessee will be taxed, if at all. Lessee shall be responsible to timely pay any possessory interest tax or other tax or assessment relating to Lessee's use of the premises. By way of example, but not limitation, Lessee paid approximately \$65.82 as possessory interest tax on or about July 14, 2011, and the parties estimate the possessory interest tax for this lease will be approximately \$76.00.

V
IRRIGATION

That the Lessee shall have the use of any irrigation water to which said leased property is entitled from any irrigation district or ditch company, and the Lessee shall pay any water tolls or charges in connection with the delivery of water to said leased premises by such irrigation district or ditch company.

That the Lessee shall have the use of any pumping plant now on said premises, with water from the well in which said pumping plant is installed, and that Lessee shall keep said pumping plant in good condition and repair at all times during the term hereof, at his sole cost and expense. In this connection, in the event that any well for irrigation purposes on said premises shall fail during the term of this lease, said well shall be reconditioned or a new well drilled for the purpose of furnishing irrigation water, at the sole cost and expense of the Lessor. Any pipelines or ditches on said premises for the delivery of irrigation water to crops growing thereon shall be kept in reasonable condition and repair at the sole cost and expense of the Lessee during the term hereof, and any irrigation ditches shall be kept free and clear of weeds and grasses by the Lessee.

VI
ASSIGNMENT

That the Lessee may not assign this lease or sublet any portion of the leased premises without the written consent of Lessor, provided, however, that any such assignment or subletting shall not relieve Lessee from his obligation pursuant to this lease.

VII
ENTRY AND POSSESSION

That the Lessor shall have the right of entry upon said leased premises at all times during the term hereof, either in person or by nominee, for the purpose of inspecting said real property and ascertaining that the promises and covenants of the Lessee herein contained are being kept, observed and performed, and at the expiration of the term of this lease, or any prior termination hereof, or any extension hereof, the Lessee agrees to surrender possession of said Leased Property to the Lessor in as good condition as the Lessee shall have received the same, normal wear and tear and loss by casualty not caused by the negligent or willful act or omission of the Lessee excepted, and with the land in a neat and clean condition. The Lessor agrees that if the Lessee pays the rental for said leased real property as herein provided and faithfully performs the covenants, conditions and agreements herein contained on the part of the Lessee to be kept, observed and performed, that the Lessee shall have peaceful possession of the leased premises during the term hereof without hindrance or interference by the Lessor. Parties agree that City may terminate this Lease for imminent park development of the whole premises or only a portion of the premises, subject to the provisions for completion of harvest set forth above.

VIII
CROP WAIVER

That it is understood and agreed that the Lessee may finance the growing of crops on said premises by crop loan, and in this connection if the lender to the Lessee shall require a waiver by the Lessor with respect to any crops growing on said leased premises, to be mortgaged as security for such crop loan, the Lessor agrees that the Lessor will execute said waiver provided that the advance cash rent for the subject crop year has been paid (to be effective the form of said waiver must be approved in writing by the attorney for the Lessor).

IX
BREACH OR ABANDONMENT

All of the agreements, covenants and conditions of this lease shall be deemed material. In the event that the Lessee shall be in default in the performance of any of the same, after ten (10) days written notice to comply has been first served on the Lessee by the Lessor, the Lessor shall have the right, at the option of the Lessor, in addition to any other remedy the Lessor may have, to terminate this lease and enter into and take immediate possession of the leased premises, and in that event the Lessee shall have no further right, title or interest therein or to the crop or crops growing thereon. Should the Lessee abandon said leased premises or the crop or crops growing thereon before the same shall have reached maturity, or before harvest, the Lessor shall have the right, at the option of the Lessor, to enter upon the leased premises and care for the same and harvest the same, and all right, title or interest of the Lessee in the leased premises and to the crop or crops growing and standing thereon shall in such event be terminated and at an end. In the event of litigation arising in connection with this lease, the prevailing party shall be entitled to costs of suit and reasonable attorney's fees.

X
INSURANCE AND INDEMNIFICATION

(a) Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, waives all claims against Lessor for damages to the Premises and all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time except to the extent that the damage or injury is a direct result of the gross negligence or willful misconduct of Lessor, its officers, officials, employees, agents, volunteers or licensees. Further, Lessee shall indemnify, hold harmless and defend the Lessor 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 Lessor, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly out of (i) Lessee's use of the Property, (ii) Lessee's failure to conduct its activities and maintain its equipment or property thereon in safe condition, or (iii) performance or non-performance of any activity related to this Lease, except if caused by the gross negligence or willful misconduct of Lessor or any of its officers, officials, employees, agents, volunteers or licensees. If the Lessee should subcontract all or any portion of the work performed under this Lease, then Lessee shall require each subcontractor to indemnify, hold harmless and defend Lessor, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph. This Paragraph shall survive the expiration or termination of this Lease.

(b) Throughout the life of this Lease, Lessee shall pay for and maintain in full force and affect with an insurance company(s), admitted by the California Insurance Commissioner to do business in the State of California and rated not less than AA-/VII in Best's Insurance Rating Guide, the following policies of insurance:

(i) COMMERCIAL GENERAL LIABILITY insurance which shall include contractual, products and completed operations coverage, bodily injury and property damage liability insurance with combined single limits of not less than \$1,000,000 per occurrence.

(ii) COMMERCIAL AUTOMOBILE LIABILITY insurance, endorsed for any auto with combined single limits of liability of no less than \$1,000,000 per occurrence.

(iii) WORKERS COMPENSATION insurance as required under the California Labor Code.

The above described policies of insurance shall be endorsed to provide an unrestricted 30-day written notice in favor of the Lessor, of policy cancellation, change or reduction of coverage, except for the Workers Compensation policy which shall provide a 10-day written notice of such cancellation, change or reduction of coverage. Upon issuance by the insurer, broker, or agent of a notice of cancellation, change or reduction in coverage, Lessee shall file with Lessor a certificate of such insurance. The General Liability and Automobile Liability insurance policies shall be written on an occurrence form and shall name the City of Kerman, its officers, officials, agents, and employees as an additional insured. Such policy(s) of insurance shall be endorsed so that Lessee's insurance shall be primary and no contribution shall be required of the Lessor. Lessee shall furnish the Lessor with the certificate(s) and applicable endorsements for ALL required insurance prior to the Effective Date.

Any failure to maintain the required insurance shall be sufficient cause for Lessor to terminate this Lease. If Lessee should subcontract all or any portion of the work to be performed under this Lease, Lessee shall require each subcontractor to provide insurance protection in favor of Lessor, its officers, officials, employees and agents in accordance with the terms of each of the preceding paragraphs, except that the subcontractors' certificates and endorsements shall be on file with Lessee and Lessor prior to the commencement of any work by the subcontractor.

XI
BANKRUPTCY

That if the Lessee at any time during the term hereof shall become insolvent or be adjudged bankrupt, either voluntarily or involuntarily, or should the Lessee commence any proceedings of any nature under the special provisions of the Bankruptcy Act for Farmers, this lease shall immediately terminate, at the option of the Lessor, and the Lessor shall immediately have the right to re-enter upon and take possession of said leased premises, and this leasehold shall not be or become a part of the bankrupt estate or be subject to any administration under bankruptcy or insolvency proceedings.

XII
HAZARDOUS MATERIALS

Lessee shall not improperly store, maintain, introduce, or permit the improper storing, maintenance, or introduction of any hazardous material or hazardous waste upon the premises. Lessee shall indemnify, defend and hold harmless Lessor against any claim, loss, liability, damages or demand arising in connection with the presence, introduction, or maintenance of any hazardous material or hazardous waste if such presence, introduction or maintenance occurred during Lessee's possession of the Premises. The indemnification provided hereby includes, but is not limited to, expenses for investigation, clean-up or remediation, and for defense of all claims or charges arising in connection with such hazardous materials. This Section shall survive the termination or expiration of this Lease.

XIII
COMPLIANCE WITH LAWS

Lessee shall not do, or suffer to be done in, on or about said premises anything that would or does violate or conflict with any applicable law, ordinance, rule or regulation which is now in force or effect, or which may hereinafter be enacted, promulgated or adopted by Federal, State, County, or any other local agency having jurisdiction over the premises. In the event that, in complying with such laws, ordinances, rules or regulations, Lessee should necessarily violate any of the terms or provisions of this Lease, Lessee shall not by that fact be held in breach by Lessor.

XIV
OIL, GAS AND MINERAL RIGHTS

That the Lessee shall not have and does not acquire any interest in the oil, gas, mineral or subsurface rights in or under the leased premises as a result of this lease, and the Lessor reserves the right for itself and its Lessees to enter upon the leased premises for the purposes of exploring for, producing and processing oil, gas or other minerals. In this event, the Lessee shall be entitled to a pro-rata reduction in rent by reason of any acreage occupied for such purpose and for the then market value of any growing crops destroyed or damaged as the result of such operations.

XV
WAIVER

That no waiver of the breach of any of the covenants of this lease shall be construed or held to be a waiver of any other breach or waiver, or acquiescence in or consent to any further succeeding breach of the same covenant.

XVI
BINDING EFFECT

That this agreement shall extend to and bind the heirs, executors, administrators, successors and assigns of the respective parties hereto; and

XVII
CONSTRUCTION

That the words "Lessor" and "Lessee" as herein used shall include the singular and plural numbers, and the masculine, feminine, and neuter genders, as context requires. Nothing in this Lease shall be construed or interpreted to make Lessor anything but a lessor and in all of its activities and operations pursuant to this Lease, Lessee shall for no purpose be considered agent of Lessor. If this Lease is found to contain any ambiguity, the Lease shall be construed as if both parties had drafted it.

XVIII
ENTIRE AGREEMENT

This Lease contains the entire agreement between the parties as to the subject matter hereof. No promises, representation, warranty, or covenant not included in this Lease has been or is relied on by either party. Each party has relied upon his own examination of this Lease, the counsel of his own advisors, and the warranties, representations, and covenants in the Lease itself. The failure or refusal of either party to inspect the Premises or Leased Property, to read the Lease or other documents, or to obtain legal or other advice relevant to this transaction constitutes a waiver of any objection, contention, or claim that might have been based on such reading, inspection, or advice.

XIX
ATTORNEY' S FEES

If either party brings any action or proceeding, including an arbitration, to enforce, protect, or establish any right or remedy, the prevailing party shall be entitled to recover reasonable attorney's fees and costs of enforcement at arbitration, trial and appeal.

XX
AUTHORIZED ACTION

Each party signing below certifies that he or she is authorized to execute this Lease and thereby obligate the party on whose behalf such signature is made. The authority of each signer was, if necessary, granted by appropriate corporate action.

XXI
SEVERABILITY

Should one or more provisions of this Lease be determined to be illegal, invalid, or unenforceable, that provision or provisions, shall be deleted from this agreement, and all other provisions shall remain effective.

XXII
CALIFORNIA LAW APPLIES

This Lease and matters related to it shall be governed by the laws of the State of California. This Lease concerns land in the County of Fresno, State of California, and the parties have their principal offices and have entered into this Lease in said County.

XXIII
AMENDMENT TO BE IN WRITING; AUTHORIZATION REQUIRED

This Lease may be modified or amended only by a writing duly authorized and executed by both LESSOR and LESSEE. It may not be amended or modified by oral agreements or understanding between the parties.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands, to be effective as of the day and year first above written.

LESSOR
CITY OF KERMAN

LESSEE

BY: _____
John Kunkel, City Manager

BY: _____
David L. Bufkin

ATTEST:

BY: _____
Marci Reyes, City Clerk

Approved as to form

Hilda Cantú Montoy, City Attorney



MAYOR
Rhonda Armstrong

MAYOR PRO-TEM
Gary Yep

COUNCIL MEMBER
Michele Arvance

COUNCIL MEMBER
Raj Dhaliwal

COUNCIL MEMBER
Espí Sandoval

DEPARTMENT: PLANNING & DEVELOPMENT
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: FEBRUARY 15, 2017

To: Mayor and Council Members
From: Olivia Pimentel, Assistant Planner
Subject: Ordinance Amending Chapter 15.04 of Title 15 of the Kerman Municipal Code California Building Standards Code by Reference

RECOMMENDATION

Council by motion, waive second reading and adopt ordinance amending Chapter 15.04 of Title 15 of the Kerman Municipal Code relating to Building Standards Code to conform to the 2016 State of California Building Codes.

EXECUTIVE SUMMARY

The Council held a public hearing on this matter on February 1, 2017, and scheduled the second reading and adoption for this ordinance. The State of California adopts and publishes a set of new construction codes every three years referred to as the California Code of Regulations (CCR), Title 24, also known as the California Building Standards Code. The purpose of this agenda item is to amend Chapter 15.04, Building Code and Regulations and adopt by reference the 2016 California Building Standards Code which became effective January 1, 2017. The ordinance adopts the California Building Standards Code by reference and repeals current local amendments.

BACKGROUND:

Every three years, the State of California adopts new building standards that are codified in the California Code of Regulations (CCR) Title 24, also known as the California Building Standards Code. Last July 1, 2016 the state published the 2016 edition of the California Building Standards Code. The 2016 California Building Standard Codes will apply to any building or structure for which application for a building permit is made on or after January 1, 2017. The Codes govern the construction and maintenance of commercial, industrial, and residential buildings. The City is mandated to adopt the Codes. The CEC is based on the 2014 National Electrical Code, published by the National Fire Protection Association. The CHBC, CEBC, and CALGreen are developed and published by the CBSC. Building Energy Efficiency Standards is developed and published by the California Energy Commission.

The State of California allows local municipalities to modify the state adopted building standards to make them more restrictive (not less), provided certain express findings are made that the proposed modifications are necessary due to special local climatic, geological, or topographical conditions that can affect the health, welfare, and safety of local residents.

The City of Kerman has determined not to make any local amendments. The proposed ordinance updates the City's use of the new California Building Standards Code and repeals prior local amendments. The specific codes mandated for effectiveness in January 2017 by the State of California are as follows:

- 2016 Administrative Code - CCR Title 24, Part 1
- 2016 California Building Code- CCR Title 24, Part 2

-
- 2016 California Residential Code - CCR Title 24, Part 2.5
 - 2016 California Electrical Code - CCR Title 24, Part 3
 - 2016 California Mechanical Code - CCR Title 24, Part 4
 - 2016 California Plumbing Code - CCR Title 24, Part 5
 - 2016 California Energy Code - CCR Title 24, Part 6
 - Vacant – formally California Elevator Safety Construction Code
 - 2016 California Historical Building Code - CCR Title 24, Part 8
 - 2016 California Fire Code - CCR Title 24, Part 9
 - 2016 California Existing Building Code - CCR Title 24, Part 10
 - 2016 California Green Building Standards Code - CCR Title 24, Part 11
 - 2016 California Referenced Standards Code

FISCAL IMPACTS:

There are no anticipated fiscal impacts.

PUBLIC HEARING:

As required by State law for adoption of state codes by reference, a public hearing was conducted on February 1, 2017. The second reading for adoption of proposed ordinance is this evening.

Attachments:

- A. Ordinance

Attachment 'A'

ORDINANCE NO. 17-__

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN
AMENDING CHAPTER 15.04 OF TITLE 15 OF THE KERMAN MUNICIPAL CODE RELATING
TO BUILDING CODE AND REGULATIONS.

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

SECTION 1. Section 15.04.010 of Chapter 15.04 of the Kerman Municipal Code is hereby amended to read as follows:

15.04.010 California Building Standards Code adopted.

The City of Kerman hereby adopts the California Building Standards Code by reference. The California Building Standards Code is marked accordingly and is on file in the office of the Building and Safety Division of the City of Kerman. In particular the following are hereby adopted:

- A. 2016 Administrative Code - CCR Title 24, Part 1
- B. 2016 California Building Code - CCR Title 24, Part 2
- C. 2016 California Residential Code - CCR Title 24, Part 2.5
- D. California Electrical Code - CCR Title 24, Part 3
- E. 2016 California Mechanical Code - CCR Title 24, Part 4
- F. 2016 California Plumbing Code - CCR Title 24, Part 5
- G. 2016 California Energy Code - CCR Title 24, Part 6
- H. Vacant – formally California Elevator Safety Construction Code
- I. 2016 California Historical Building Code - CCR Title 24, Part 8
- J. 2016 California Fire Code - CCR Title 24, Part 9
- K. 2016 California Existing Building Code - CCR Title 24, Part 10
- L. 2016 California Green Building Standards Code - CCR Title 24, Part 11
- M. 2016 California Referenced Standards Code

SECTION 2. Section 15.04.015 of Chapter 15.04 is repealed.

SECTION 3. Severability The City Council declares that the provisions of this ordinance are severable. If, for any reason, any sentence, paragraph, or section of this ordinance is determined by a court of competent Jurisdiction to be invalid, such determination will not affect the validity of the remaining portions of this ordinance.

SECTION 4. CEQA. The City Council finds this ordinance is not a project under the California Environmental Quality Act because it can be seen with certainty that it will not have a significant effect or physical change to the environment. See Title 14, California Code of Regulations, Section 15061 (b) (3).

SECTION 5. Publication. This ordinance shall be published in accordance with the provisions of Government Code Section 36933.

SECTION 6. Effective Date. This ordinance shall become effective thirty days after adoption.

The foregoing ordinance was introduced at a regular meeting of the City Council of the City of Kerman held on 1st day of February, 2017, and was passed and adopted at a regular meeting of the City Council held on February 15, 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing ordinance is hereby approved.

Rhonda Armstrong
Mayor

ATTEST:

Marci Reyes
City Clerk

**CITY OF KERMAN
CD/Securities Portfolio
As of January 31, 2017**

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2016 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2017 Book Balance	Fair Value	FY to Date Interest Paid
CD's:										
State Bank of India	615-030525-245	2.00%	8/12/11	8/12/16	47,000.00	(47,000.00)		-	-	468.71
Medallion Bank	615-030525-245	1.00%	8/19/13	8/19/16	100,000.00	(100,000.00)		-	-	498.63
Goldman Sachs Bank USA	615-030525-245	1.85%	8/31/11	8/31/16	200,000.00	(200,000.00)		-	-	1,865.21
Ally Bank	615-030525-245	0.95%	10/2/14	10/11/16	100,000.00	(100,000.00)		-	-	481.51
Capital One Bank Glen Allen VA	615-030525-245	1.00%	11/12/14	11/14/16	96,000.00	(96,000.00)		-	-	489.21
Firstbank of Puerto Rico	615-030525-245	1.10%	1/25/13	1/25/17	53,000.00	(53,000.00)		-	-	341.84
Firstbank of Puerto Rico	615-030525-245	0.90%	3/1/13	3/1/17	196,000.00			196,000.00	196,058.80	1,034.25
Cit Salt Lake City UT	615-030525-245	0.90%	3/27/13	3/27/17	98,000.00			98,000.00	98,051.94	444.62
Ge Capital Bank	615-030525-245	1.10%	5/8/14	5/16/17	248,000.00			248,000.00	248,307.52	1,375.21
Cap One NA Mclean VA	615-030525-245	1.15%	7/22/15	7/24/17	150,000.00			150,000.00	150,223.50	1,729.73
American Express Centurion Bank	615-030525-245	1.70%	7/26/12	7/26/17	98,000.00			98,000.00	98,485.10	1,670.57
Whitney Bank Gulfport MS	615-030525-245	1.20%	8/12/15	8/14/17	50,000.00			50,000.00	50,111.50	299.18
Sallie Mae Bank	615-030525-245	1.70%	8/22/12	8/22/17	150,000.00			150,000.00	150,913.50	1,271.51
Ally Bank Midvale UT CD	615-030525-245	1.25%	9/17/15	9/18/17	99,000.00			99,000.00	99,266.31	623.84
1st Merchants Bank	615-030525-245	1.00%	3/21/14	9/21/17	96,000.00			96,000.00	96,357.12	483.95
Third Federal Cleveland OH	615-030525-245	1.15%	2/21/14	11/21/17	99,000.00			99,000.00	99,472.23	567.69
Capital One Bank Glen Allen VA	615-030525-245	1.25%	1/22/15	1/22/18	100,000.00			100,000.00	100,241.00	1,253.43
BMO Harris BK Chicago IL	615-030525-245	1.20%	2/4/16	2/2/18	51,000.00			51,000.00	51,132.60	305.16
Bank of Baroda New York City NY	615-030525-245	1.25%	3/8/13	3/8/18	248,000.00			248,000.00	248,934.96	1,562.74
Wells Fargo Bank in SD	615-030525-245	1.10%	4/6/16	4/6/18	248,000.00			248,000.00	248,173.60	1,599.42
Discover Greenwood DE	615-030525-245	1.15%	4/8/15	4/9/18	98,000.00			98,000.00	98,076.44	565.04
Everbank CD Jacksonville FL	615-030525-245	1.10%	4/15/15	4/13/18	150,000.00			150,000.00	150,022.50	827.26
Rollstone Bank Fitchburg MA	615-030525-245	1.10%	4/15/15	4/16/18	248,000.00			248,000.00	248,029.76	1,367.74
American Express Centurion Bank	615-030525-245	1.15%	5/16/13	5/16/18	98,000.00			98,000.00	98,278.32	568.13
Compass Bank	615-030525-245	1.70%	7/31/13	7/31/18	97,000.00			97,000.00	97,735.26	1,653.52
American Express Salt Lake City Ut	615-030525-245	1.25%	8/14/14	8/14/18	98,000.00			98,000.00	98,532.14	781.85
Franklin Synergy Bank	615-030525-245	1.10%	4/8/16	10/9/18	98,000.00			98,000.00	98,059.78	632.04
Sallie Mae Bank Salt Lake City UT	615-030525-245	1.50%	1/27/16	1/28/19	95,000.00			95,000.00	95,602.30	1,428.91
Goldman Sachs New York NY	615-030525-245	1.45%	2/3/16	2/4/19	48,000.00			48,000.00	48,312.00	347.05
Comenity Bank Salt Lake City UT	615-030525-245	1.25%	3/21/16	3/21/19	100,000.00			100,000.00	100,122.00	732.86
Third Federal Cleveland OH	615-030525-245	1.55%	3/26/15	3/26/19	98,000.00			98,000.00	98,882.00	765.74
Barclays Bank	615-030525-245	1.90%	4/15/14	4/15/19	248,000.00			248,000.00	251,253.76	2,362.45
Worlds Foremost Bank	615-030525-245	1.30%	5/26/16	5/28/19	100,000.00			100,000.00	99,742.00	762.19
BMW Salt Lake City UT	615-030525-245	1.95%	6/20/14	6/20/19	200,000.00			200,000.00	202,648.00	1,955.34
Medallion Bank Salt Lake City UT	615-030525-245	1.20%	8/19/16	8/19/19	-	147,000.00		147,000.00	145,641.72	-
ST Bank of India CD Chicago IL	615-030525-245	2.15%	8/18/15	8/19/19	100,000.00			100,000.00	101,592.00	1,072.05
JPM Columbus OH	615-030525-245	1.25%	8/31/16	8/31/19	-	200,000.00		200,000.00	198,206.00	623.29
Discover Greenwood	615-030525-245	2.00%	9/30/15	9/30/19	100,000.00			100,000.00	101,376.00	1,008.22
Ally Bank	615-030525-245	1.30%	10/13/16	10/15/19		100,000.00		100,000.00	98,955.00	-
Cit Salt Lake City UT	615-030525-245	2.15%	11/13/14	11/13/19	100,000.00			100,000.00	101,790.00	1,083.84
Firstbank of Puerto Rico Santurce	615-030525-245	1.70%	1/31/17	1/31/20	-	53,000.00		53,000.00	53,269.77	-
Synchrony Draper UT	615-030525-245	1.95%	3/13/15	3/13/20	150,000.00			150,000.00	151,942.50	1,474.52
Comenity Bank Jumbo Formerly World F	615-030525-245	2.10%	6/10/15	6/10/20	200,000.00			200,000.00	201,460.00	2,462.47
Amex Centurion Salt Lake City Ut	615-030525-245	2.30%	6/24/15	6/24/20	52,000.00			52,000.00	52,593.84	599.64
Capital One Bank Glen Allen VA	615-030525-245	2.20%	6/24/15	6/24/20	46,000.00			46,000.00	46,526.24	507.39
Capital One NA Mclean VA	615-030525-245	2.30%	8/12/15	8/12/20	97,000.00			97,000.00	99,009.84	1,112.44
Capital One Bank Glen Allen VA	615-030525-245	1.55%	11/16/16	11/16/20	-	96,000.00		96,000.00	95,208.96	-
	Average Rate	1.46%								
Subtotal - CD's					5,148,000.00	-	-	5,148,000.00	5,168,597.81	43,061.45

CITY OF KERMAN
 CD/Securities Portfolio
 As of January 31, 2017

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2016 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2017 Book Balance	Fair Value	FY to Date Interest Paid
Central Valley Comm Bank CD										
		1.34	6/8/12	6/8/17	200,000.00			200,000.00	200,000.00	1,402.41
Total Other Certificates of Deposits					200,000.00	-	-	200,000.00	200,000.00	1,402.41
Total CD's					5,348,000.00	-	-	5,348,000.00	5,368,597.81	44,463.86
Local Agency Investment Fund										
Beginning Balance	98-10-400		7/28/15		2,008,030.30			2,008,030.30	2,008,030.30	-
Interest			9/30/16			3,051.08		3,051.08		3,051.08
			12/31/16			3,425.55		3,425.55		3,425.55
			3/31/17					-		-
			6/30/17					-		-
Total - LAIF					2,008,030.30	6,476.63	-	2,014,506.93	2,014,506.93	6,476.63
Chandler Asset Management										
Beginning Balance	(City of Kerman)				-			-		-
Interest					154,507.64			154,507.64	154,507.64	-
Chandler Ending Balance					154,507.64	-	-	154,507.64	154,507.64	-
Central Valley Money Market Acct					015030960					
Beginning Balance					2,512,391.65			2,512,391.65		
Interest			7/31/16			165.49		165.49		165.49
			8/31/16			162.22		162.22		162.22
			9/30/16			146.47		146.47		146.47
			10/31/16			120.95		120.95		120.95
			11/30/16			103.32		103.32		103.32
			12/31/16			93.72		93.72		93.72
			1/31/17			142.93		142.93		142.93
								-		-
Transfers In/(Out)			7/13/16			(125,000.00)		(125,000.00)		
			9/15/16			(300,000.00)		(300,000.00)		
			10/5/16			(120,000.00)		(120,000.00)		
			10/12/16			(525,000.00)		(525,000.00)		
			10/20/16			425,000.00		425,000.00		
			10/26/16			(150,000.00)		(150,000.00)		
			11/9/16			(200,000.00)		(200,000.00)		
			12/9/16			(100,000.00)		(100,000.00)		
			12/20/16			(375,000.00)		(375,000.00)		
			12/27/16			500,000.00		500,000.00		
			1/3/17			300,000.00		300,000.00		
			1/9/17			200,000.00		200,000.00		
			1/11/17			(100,000.00)		(100,000.00)		
			1/19/17			175,000.00		175,000.00		
			1/23/17			500,000.00		500,000.00		
			1/24/17			(75,000.00)		(75,000.00)		
								-		-
					2,512,391.65	30,935.10	-	2,543,326.75	2,543,326.75	935.10
Subtotal All City Investments					10,022,929.59	37,411.73	-	10,060,341.32	10,080,939.13	51,875.59
Total Investments					10,022,929.59	37,411.73	-	10,060,341.32	10,080,939.13	51,875.59
								Market Value Adjustment	20,597.81	
								37,411.73		
								37,411.73		
								(0.00)		



City of Kerman

"Where Community Comes First"

MAYOR Rhonda Armstrong	MAYOR PRO-TEM Gary Yep	
COUNCIL MEMBER Michele Arvance	COUNCIL MEMBER Raj Dhalwal	COUNCIL MEMBER Espí Sandoval

DEPARTMENT: PLANNING & DEVELOPMENT
 STAFF REPORT
 CITY COUNCIL MEETING
 COUNCIL MEETING DATE: FEBRUARY 15, 2017

To: Mayor and Council Members
 From: Olivia Pimentel, Assistant Planner
 Subject: Resolution Approving Tentative Parcel Map 16-01, Burnett Foods

RECOMMENDATION

Council by motion, adopt resolution approving Tentative Parcel Map 16-01, Burnett Foods subject to conditions of approval.

EXECUTIVE SUMMARY

The applicant, Burnett Foods, submitted an application for a tentative parcel map to subdivide parcel 2 of parcel map 09-02. The site is located on a 1.2-acre parcel to be divided into two (2) commercial retail parcels: Parcel 'A' containing 21,918 sq. ft. and Parcel 'B' containing 27,841 sq. ft. The subject property is located on the southwest corner of Whitesbridge (SR 180) and Goldenrod Avenue, in the Walmart shopping center as shown on the location map in Attachment 'A'.

Applicant/Developer

Burnett Family Revocable Trust
 14471 Silk Oak Lane
 Madera, CA 93637
 email: stacey1432@gmail.com

Applicant's Representative

Centerline Design, LLC (Architects)
 1508 Tollhouse Rd, # C
 Clovis, CA 93611,
 email: bryan@clinedesignllc.com

BACKGROUND

On January 9, 2017 the Planning Commission held a public hearing and approved a resolution recommending approval of tentative parcel map 16-01.

The property site is on a 1.2 acre lot known as Outlot '3' of the Kerman Walmart project on the southwest corner of Whitesbridge (SR 180) and Goldenrod Avenue. The east end of outlot '3' (proposed Parcel 'B') is currently the site of Taco Bell and the remaining west half of the outlot '3' (proposed Parcel 'A') is occupied by Starbucks. Outlot '3' is owned by Burnett Foods.

ANALYSIS:

The request is for a Tentative Parcel Map to subdivide a one point two acre parcel into two (2) parcels. The proposed lots are summarized in Table 1 and the tentative parcel map is depicted in Attachment 'C'.

Subdivision Map Act

The proposed Tentative Parcel Map will create two lots, consistent with Section 66426(c) of the Subdivision Map Act. The site is fully developed with two existing businesses on the parcel. The owner's intent is to create the parcels to allow them to sell individually if they choose to in the future. The tentative parcel map shows the preliminary design of the proposed land division and allows the planning department to determine that the design is in conformity with the General Plan. A Final Parcel Map will be filed and recorded following approval of the Tentative Parcel Map.

General Plan Consistency

Staff has evaluated the project in light of the goals and policies contained in the Land Use Element of the General Plan. The following goals and policies reflect Kerman's desire for a balanced community that is economically viable, provides for a variety of housing needs, and retains its small town character.

Goal 2: Protect the health, safety and welfare of residents by insuring that Kerman is well-planned.

Goal 8: Promote urban growth patterns and land use arrangements in Kerman that minimize land use conflicts.

Policy A-1: Promote a clean, well-maintained community.

Discussion: The project would subdivide a 1.2 -acre lot into two parcels. The proposed parcel has already been fully developed and now houses a Starbucks Coffee Shop that eliminates the accumulation of weeds and debris on the previously predominately vacant lot.

Policy C-7: Promote infill development in order to reduce the rate at which surrounding agricultural land is urbanized and to provide for a more efficient use of existing infrastructure.

Discussion: The project would promote infill development on an existing 1.2-acre lot that was previously predominantly vacant within an established regional commercial shopping center served by existing infrastructure by creating two lots for regional commercial types of development.

Policy 2-C Visually enhance Kerman's four major entryways

Discussion: The City shall promote and encourage new or improved development along these corridors.

Zoning

The site is currently zoned CG (general commercial) district. The purpose statement of this zone proves for a variety of commercial and office uses which are diverse, visually pleasing, convenient in terms of parking and access, attractive and used by citizens of Kerman as well as visitors to the area.

Permitted uses in this zone district include administrative, business, governmental and professional offices as well as commercial and retail uses by right. Table 1 depicts the proposed lot sizes for each parcel. The proposed parcels are consistent with minimum lot size and dimension requirements of the CG zone.

Table 1 Tentative Parcel Map No. 16-01		
Parcel	Lot Size	Current Zoning
'A'	21,918 sq. ft.	General Commercial (C-G)
'B'	27,841 sq. ft.	General Commercial (C-G)

Subdivision Ordinance

In order to approve the proposed Tentative Parcel Map, the proposed parcel map must be found consistent with the General Plan, Zoning Ordinance, and the Subdivision Map Act. Based on the following analysis, staff recommends approval of the Tentative Parcel Map based on the following findings:

1. *The proposed map is consistent with the applicable General Plan, Subdivision Ordinance, Specific Plan, and the Subdivision Map Act.*

The procedural requirements of the Map Act are being followed and all parcels comply with the Kerman applicable general plan and engineering and zoning standards pertaining to grading, drainage, utility connections, lot size and density. There is no applicable specific plan governing the site.

2. *The design or improvement of the proposed land division is consistent with applicable general plan and specific plans.*

The parcel map is consistent with the Kerman General Plan - the proposed parcels comply with minimum lot size standards and the commercial uses are consistent with the General Plan and zoning ordinance.

3. *That the site is physically suitable for the proposed density of development.*

The parcel map will create two parcels, both with adequate land area to support various commercial uses with standard setbacks and ample useable space. As depicted in Table 1 above, each parcel will be a minimum of 21,918 square feet.

4. *The design of the parcels and the proposed improvements are not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat.*

The project site is not located in a sensitive environment but rather in an area surrounded primarily by other regional commercial land uses.

5. *The design of the parcels and the type of improvements being required are not likely to cause serious public health problems.*

The lots being created will comply with all applicable sanitary sewer, water service and storm water runoff requirements, as well as other similar environmental and life safety regulations and standards. Thus, the project is not likely to cause serious public health problems.

6. *The design of the parcels or the type of improvements will not conflict with easements acquired by the public-at-large for access through or use of property within the proposed subdivision.*

There are no public easements that currently encumber the property to be parceled, and all modifications made to the existing public improvements fronting the parcels upon development of the properties will be required to current City standards.

Access

The subject parcels are located on the southwest corner of Whitesbridge (SR 180) and Goldenrod Avenue. Access to the lots will be from Goldenrod and off of Whitesbridge with an interior roadway that provides access to entire shopping center. Both Whitesbridge and Goldenrod Avenue are fully developed streets with travel lanes, parking, curbs and gutter. No other rights-of-way, dedications or easements are required for the proposed Tentative Parcel Map.

Utilities

All public utilities are available or can be extended to serve the site.

ENVIRONMENTAL REVIEW

Staff has determined that the proposed project is categorically exempt from the provisions of the California Environmental Quality Act (CEQA) Guidelines. Pursuant to Section 15315 of CEQA minor land divisions are exempt when the proposed division of land is within an urbanized area zoned for commercial uses, four or fewer parcels are being created, the site is consistent with the General Plan and zoning, and all services and access to the proposed parcels are available.

FISCAL IMPACTS

There are no anticipated fiscal impacts.

OUTSTANDING ISSUES

None.

PUBLIC HEARING

None, a public hearing has been held as required by the Planning Commission on January 9, 2017. The Planning Commission is recommending approval.

SUMMARY/CONCLUSION

The proposed Tentative Parcel Map is consistent with the Kerman General Plan and Zoning Ordinance as well as the Subdivision Map Act. On that basis, staff recommends that the Planning Commission adopt Resolution approving Tentative Parcel Map No. 16-01, subject to the conditions of approval.

Attachments

- A. Location Map
- B. Zoning Map
- C. Tentative Parcel Map No. 16-01
- D. Resolution w/Exhibit

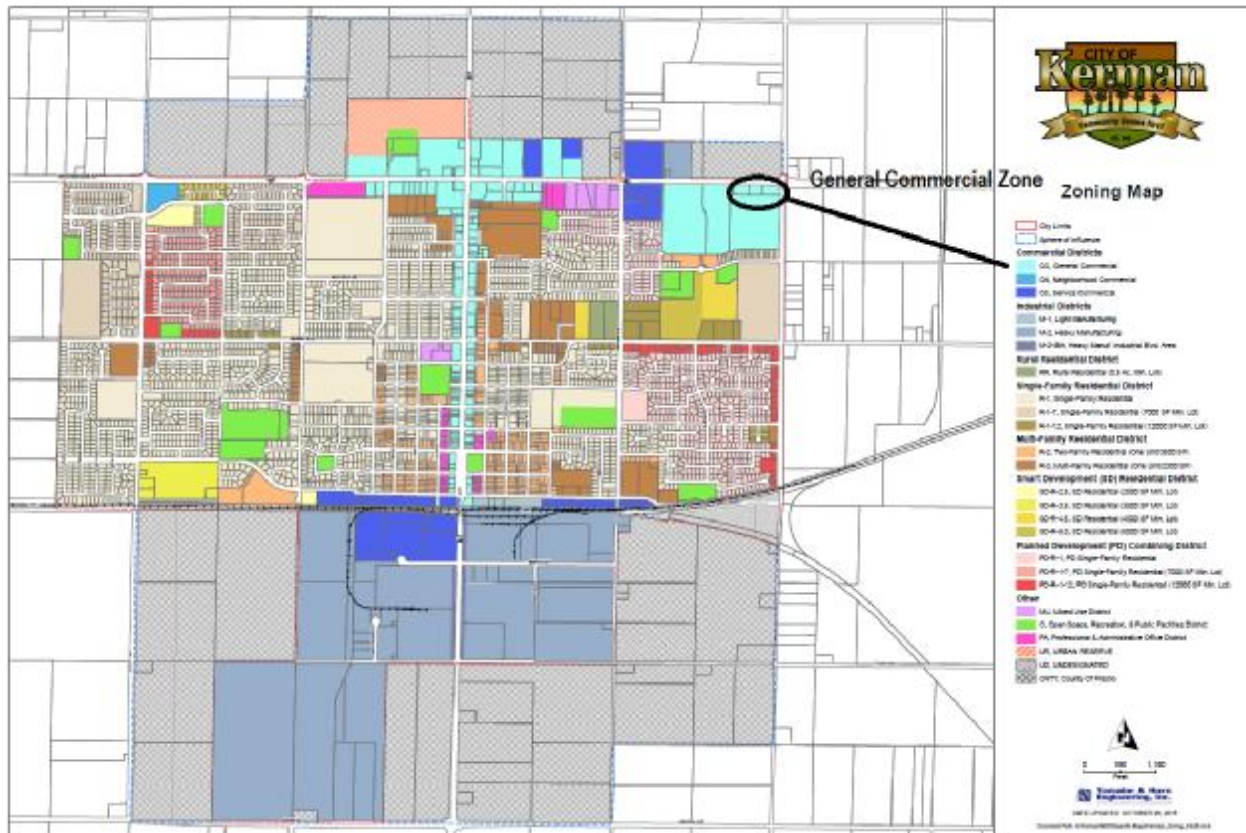
Attachment 'A'

Location Map



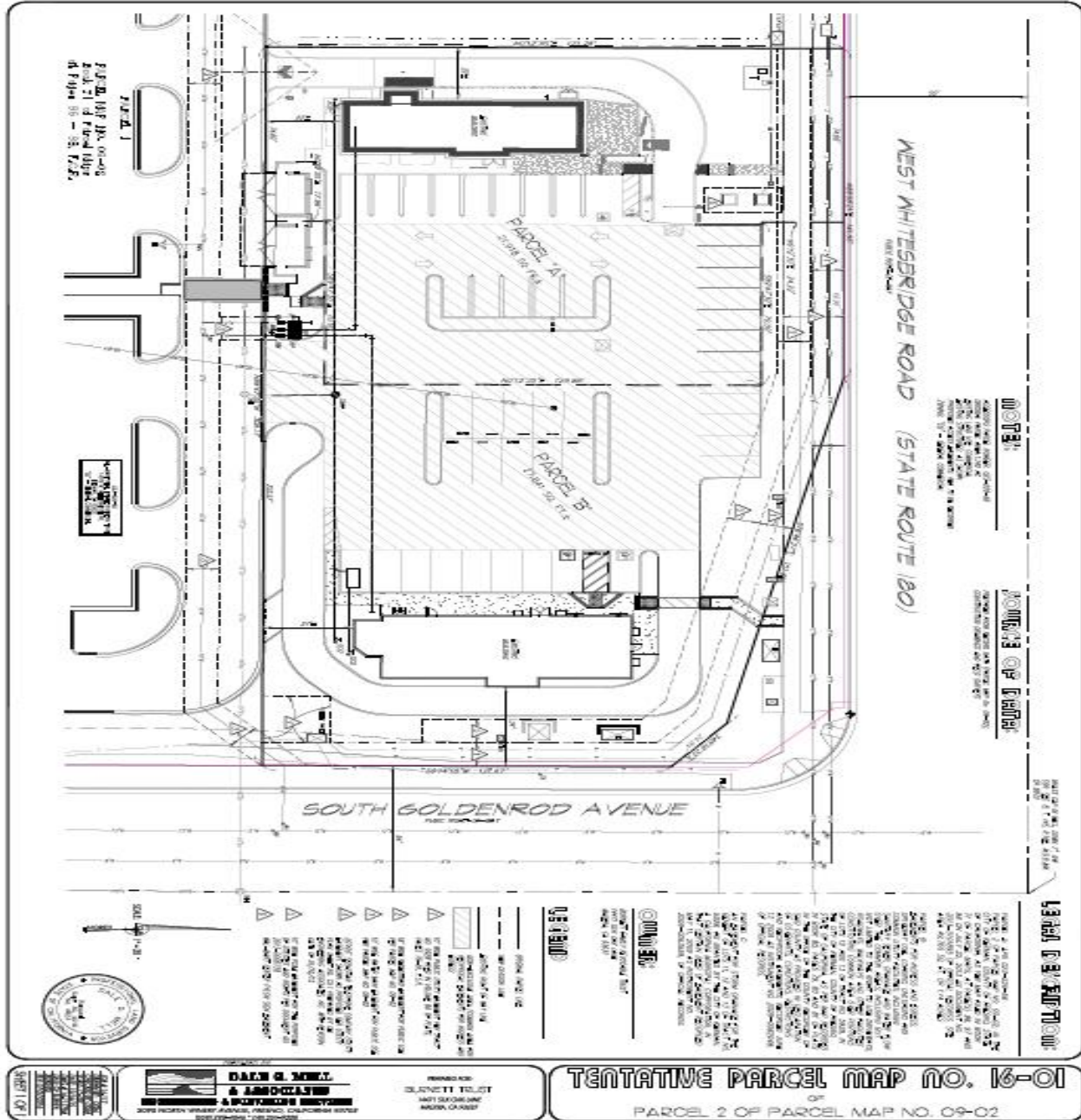
Attachment 'B'

Zoning – Regional Commercial/General Commercial



Attachment 'C'

Tentative Parcel Map No. 16-01



Attachment 'D'

RESOLUTION NO. 17-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING TENTATIVE PARCEL MAP NO. 16-01 (BURNETT FAMILY TRUST)

WHEREAS, a tentative parcel map application has been filed by the Burnett Family Trust, 14471 Silk Oak Lane, Madera CA 93637 for the division of 1.2 gross acres of land into two (2) parcels, located on the southwest corner of Whitesbridge (SR 180) and Goldenrod Avenue; and

WHEREAS, staff has conducted necessary investigations to assure the proposed division of land would be consistent with the purposes of the City's General Plan, Subdivision Ordinance and the State Subdivision Map Act; and

WHEREAS, a written report was prepared by staff which included a recommendation for approval of this Tentative Parcel Map subject to conditions; and

WHEREAS, a public notice was circulated to adjacent properties and published in the local newspaper as required by law prior to Planning Commission public hearing duly held on January 9, 2017; and

WHEREAS, on January 9, 2017, the Kerman Planning Commission reviewed the tentative parcel map and adopted a resolution recommending to the City Council approval of the tentative parcel map, subject to conditions of approval; and

NOW, THEREFORE, BE IT RESOLVED, the Kerman City Council finds that the proposed project is categorically exempt from the California Environmental Quality Act (CEQA) Guidelines pursuant to Section 15315 consisting of minor land divisions; and

BE IT FURTHER RESOLVED THAT the Kerman City Council hereby adopts the following findings in support of approval of this tentative parcel map:

1. The proposed design and improvements of the two (2) commercial parcels is consistent with the General Plan land use designation (General Commercial) and the CG zone ("General Commercial") for the subject property.
2. The site is physically suitable for the type and proposed density of development because adequate roadway capacity and infrastructure exist or can be provided, and the site has no topographical constraints.
3. The design and improvement of the commercial parcels is not likely to cause substantial environmental damage or substantially and avoidably injure fish or wildlife or their habitat because the site is not within a sensitive habitat area.
4. The design and improvement of the commercial parcels are not likely to cause serious public health problems because adequate sewer and water systems will be provided to the project.
5. The design and improvement of the parcel map will not conflict with easements acquired by the public-at-large, for access through or use of property within the proposed parcel map because all such easements have been incorporated into the existing public streets.

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6. The Kerman City Council, after considering all evidence presented further finds that approval of the proposed tentative parcel map will promote

WHEREAS, the City Council, after considering all evidence presented, further finds that approval of the proposed tentative parcel map will promote the orderly growth and development of the City.

BE IT FURTHER RESOLVED that the Kerman City Council of the City of Kerman hereby approves tentative parcel map No. 16-01, subject to the conditions of approval attached hereto as Exhibit 'A'.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 15th day of February, 2017, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved

Rhonda Armstrong
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

Conditions of Approval

General Requirements

1. The proposed project shall comply with all standard Municipal Code and Subdivision Map Act requirements as conditioned by the City Engineer.
2. Tentative Parcel Map is valid for two (2) years from the date of approval, unless otherwise extended by the Planning Commission pursuant to applicable city ordinance.
3. The filing of a Final Parcel Map must be in accordance with the checklist for final map per Section 16.36.010 of the Kerman Municipal Ordinance and consistent with the applicable provisions of the Subdivision Map Act.
4. Prior to the commencement of any work within the City of Kerman, the general contractor and all sub-contractors shall obtain a business license from the Planning and Development Services Department. For a business license application or for more information, contact Olivia Pimentel at (559) 846-6121.
5. Pursuant to Government Code Section 66474.9, the developer/applicant (including any agent thereof) shall indemnify, defend (with counsel selected by the City), and hold harmless the City, and any agency or instrumentality thereof, and any officers, officials, employees, or agents thereof, from any and all claim, action, suit or proceedings against the City, or an agency or instrumentality thereof, and any officers, officials, employees, or agents thereof to attach, set aside, void, or annul, arising in connection with an approval of the City, or any agency or instrumentality thereof, advisory agency, appeal board, or legislative body, including actions approved by votes of the City, concerning the project and the approvals granted herein. Furthermore, developer/applicant shall indemnify, protect defend (with counsel selected by the City), and hold harmless the City, or any agency or instrumentality thereof, against any and all claims, actions, suits, proceedings, or judgments against any governmental entity in which developer/applicant's project is subject to that other governmental entity's approval and a condition of such approval is that the City indemnify and defend such government entity. City shall further cooperate fully in the defense of the action. Should the City fail to either promptly notify or cooperate fully, the developer/applicant shall not thereafter be responsible to indemnify, defend, protect, or hold harmless the City, any agency or instrumentally thereof, or any of its officers, officials, employees or agents.

Engineering

6. A Final Parcel Map prepared by a Land Surveyor or Civil Engineer licensed to practice surveying shall be submitted to the City Engineer for review and approval. A Preliminary Title Report and closure calculations shall be submitted. The final parcel map shall conform to the requirements of the Subdivision Map Act and the Kerman Municipal Code.

Miscellaneous (additional conditions of Planning Commission)

7. Maintenance of common use areas such as pavement, signage, landscaping shall be consistent with approved parcel map 09-02, to ensure all land owners meet joint responsibilities.
8. Signage shall comply with the original approved master sign plan for the Walmart Shopping Center.
9. All Conditions required of PM 09-02 are to be incorporated by reference in TPM 16-01.

END OF CONDITIONS



City of Kerman

"Where Community Comes First"

MAYOR MAYOR PRO-TEM
Rhonda Armstrong Gary Yep
COUNCIL MEMBER COUNCIL MEMBER COUNCIL MEMBER
Michele Arvance Raj Dhaliwal Espi Sandoval

DEPARTMENT: FINANCE
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: FEBRUARY 15, 2017

To: Mayor and City Council
From: Toni Jones, Finance Director
Subject: Resolution Rejecting Bids for the City Hall Lobby Accessibility Upgrade/Expansion

RECOMMENDATION

Council by motion adopt resolution rejecting all of the bids for the City Hall lobby accessibility upgrade/expansion project and re-advertise for bids for the project.

EXECUTIVE SUMMARY

In 2008 City Hall was expanded and remodeled but the finance lobby area for the citizens was not part of the expansion or upgrades. Citizens, including the elderly and disabled, come to City Hall to pay their utility bill and receive general assistance on a daily basis. Many times throughout the month finance staff service dozens of citizens per day. Counters are not ADA accessible height and don't meet the need of our citizens that require additional assistance. The door is not automatic and it is cumbersome for citizens in a wheelchair or mechanical scooter to open the door. When a citizen is in a seated devise many times they don't have enough room to turn around to exit the building when they are finished because of the volume of customers in the lobby.

A notice inviting bids for the project was submitted to the Fresno and Tulare Counties Builders Exchange and the deadline to submit bids was Tuesday, January 31, 2017. A total of two bids were received before the deadline from MJ Avila Company Inc. and Flexpro Incorporated. The lowest base bid was received from MJ Avila but their packet was missing a page with a deduction on the bid additive. The missing page limits the City from making a comparison of the alternate bid. The bid received from Flexpro Inc. exceeded the City's budgeted amount of \$125,000 for the project therefore staff is recommending Council rejects all of the bids received and instruct staff to rebid the project.

FISCAL IMPACT

The 2016/2017 budget allocated \$125,000 for the remodel/expansion project.

Attachments:

A. Resolution

Attachment 'A'

RESOLUTION NO. 17-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
REJECTING BIDS FOR THE CITY HALL LOBBY ACCESSIBILITY UPGRADE/EXPANSION PROJECT

WHEREAS, the Request for Bid for the City Hall Lobby Accessibility Upgrade/Expansion Project in the City of Kerman was posted on the Fresno and Tulare Counties Builders Exchanges on January 3, 2017 and;

WHEREAS, the project consists of the replacement of counters, entrance door and expansion of lobby area at City Hall, in the City of Kerman; and

WHEREAS, the following bids for the project were publicly opened and read aloud at Kerman City Hall on January 31, 2017 at 3:30 p.m.:

Contractor	Base Bid	Add. Alt. No. 1	Deduction	Total Bid
MJ Avila Company Inc.	\$ 114,815	\$ 114,102	Missing	\$ 228,917
Flexpro Incorporated	\$ 126,000	\$ 106,000	\$ (15,000)	\$ 217,000

WHEREAS, the budgeted amount for the project is \$125,000;

WHEREAS, although the bid proposal by MJ Avila Company Inc. had the lowest base bid their proposal was missing an integral part of the bid package and was deemed nonresponsive and the bid received by Flexpro Incorporated exceeded the City's budget for the project;

WHEREAS, staff recommends that the City Council reject all bids for the project and authorize staff to rebid the project;

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

1. All bids received by the City for the City Hall Lobby Accessibility Upgrade/Expansion Project are hereby rejected.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 15th day of February, 2017, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

Rhonda Armstrong
Mayor

Marci Reyes
City Clerk