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AGENDA
KERMAN CITY COUNCIL
REGULAR MEETING
Kerman City Hall
850 S. Madera Avenue
Wednesday, September 20, 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: [September 6, 2017](#)

B. SUBJECT: Payroll

Payroll Report: 08/13/2017 - 08/26/2017: \$148,661.73; Retro Pay & Other: \$870.87; Overtime: \$5,069.30; Standby: \$970.47; Comp Time Earned: 53.51; Uniform Pay: \$6,625.00

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime Report](#)

C. SUBJECT: Warrants

1. Nos. 11830-11909 \$349,159.80
2. Excepting- Sebastian 11901- \$3,075.64

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

ATTACHMENTS: [Accounts Payable](#)

D. SUBJECT: Resolution Accepting the Pedestrian Safety Improvements Project; State Project No. ATPL-5291(022) (JJ)

RECOMMENDATION: Council by motion adopt the resolution accepting the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022) and authorize the City Engineer to record the Notice of Completion.

ATTACHMENTS: [Staff Report - SR2S Project Final Acceptance](#)

E. SUBJECT: Resolution Approving Agreement Between the City and Yamabe and Horn Engineering Inc. for Engineering Services (JK)

RECOMMENDATION: Council by motion adopt resolution approving agreement between the City and Yamabe and Horn Engineering Inc. for engineering services.

ATTACHMENTS: [Staff Report - City Engineering Services](#)

- F. SUBJECT: Resolution Approving First Amendment to State and Federal Projects Agreement Between the City and Yamabe and Horn Engineering Inc. (JK)

RECOMMENDATION: Council by motion adopt resolution approving First Amendment to the Agreement between the City and Yamabe and Horn Engineering, for State and Federally funded projects extending the term of the agreement by two years and updating the Fee Schedule.

ATTACHMENTS: [Staff Report - First Amendment to State and Federally Funded Projects](#)

- G. SUBJECT: Resolution Amending 2017/18 Budget to Incorporate Projects Funded by SB 1-Road Maintenance & Rehabilitation Act (TJ)

RECOMMENDATION: Council by motion adopt resolution amending the 2017/18 budget to incorporate the project list funded by SB 1 – Road Maintenance and Rehabilitation Act.

ATTACHMENTS: [Staff Report - SB1 - RMRA Annual Report](#)

- H. SUBJECT: Monthly Investment Report Ending August 31, 2017 (TJ)

RECOMMENDATION: Council accept the Monthly Investment Report as presented

ATTACHMENTS: [Investment Report](#)

3. PUBLIC HEARINGS

None

4. DEPARTMENT REPORTS

- A. SUBJECT: Kerman Home Town Hero Award Program (PG)

RECOMMENDATION: City Council provide input and approve guidelines and application establishing the criteria for the Home Town Hero Award Program.

ATTACHMENTS: [Hero Award Program](#)

- B. SUBJECT: Armed Forces Honor Banner Program (PG)

RECOMMENDATION: Staff recommends that the City Council

1. Provide input and approve the Armed Forces Honor Banner Program Designs.
2. Appropriate \$600 for program startup and banners from reserves to Armed Forces Honor Banner account.

ATTACHMENTS: [Staff Report - Honor Banner Report](#)

C. SUBJECT: Update on Ordinance Revisions (JK)

RECOMMENDATION: Information only

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

5. CITY MANAGER/STAFF COMMUNICATIONS

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, September 6, 2017
6:30 PM

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

Present: Mayor Armstrong (RA), Michele Arvance (MA), Raj Dhaliwal (RD), Espi Sandoval (ES)
 Absent: Mayor Pro Tem Gary Yep (GY)
 Also Present: City Manager Kunkel, City Attorney Cantú, Community Services Director, Finance Director, Public Works Director, Assistant Planner

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

OPENING CEREMONIES

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

6:34 p.m.
 All present except GY
 City Clerk
 Performed

AGENDA APPROVAL/ADDITIONS/DELETIONS

Approved RD/ES
 (4-0-1)

1. PRESENTATIONS/CEREMONIAL MATTERS

- A. Kerman Police Officers Association Scholarship Presentation (MR)

Tabled

REQUEST TO ADDRESS COUNCIL

Ilene Rhatt,
 Congressman Valadao's
 Office

2. CONSENT CALENDAR

RA recuse from 2.C.2
 Approved RD/ES
 removing 11585,
 excepting 11686
 (4-0-1) GY

- A. SUBJECT: Minutes

RECOMMENDATION: Council approve minutes as presented.

Approved 11775 RD/ES
 (3-0-1-1) GY/RA

- B. SUBJECT: Payroll

Payroll Report: July 30, 2017 - August 12, 2017: \$150,552.53; Retro Pay & Other: \$528.00; Overtime: \$3,790.18; Standby: \$1,115.32; Comp Time Earned: 3.75

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants

1. No. 11585, \$4,876.06, Nos. 11686-11829 \$1,265,089.03;
2. Excepting - Sebastian 11775- \$22,029.81

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

D. SUBJECT: Resolution Accepting the Installation of Water Meters for the Residential Water Meter Project (JJ)

RECOMMENDATION: Council by motion adopt resolution accepting the installation of water meters for the residential water meter project and authorize the City Engineer to record the Notice of Completion.

Res 17-49

E. SUBJECT: Proclamation Naming Olen White as the Official City of Kerman Historian (MR)

RECOMMENDATION: Council approve proclamation naming Olen White as the official City of Kerman Historian for presentation at the Kerman Harvest Festival.

F. SUBJECT: Second Amendment to Employment Agreement Between Joseph K. Blohm and City of Kerman (JK)

RECOMMENDATION: Council by motion adopt resolution approving Second Amendment to Employment Agreement between the City and Joseph K. Blohm.

Res 17-50

3. PUBLIC HEARINGS

None

4. DEPARTMENT REPORTS

A. SUBJECT: Armed Forced Honor Banner Program (PG)

RECOMMENDATION: Council consider the following:

1. Approve the Armed Forces Honor Banner Program Guidelines; and
2. Provide input on final banner selection

Approved ES/RD
(4-0-1) GY

5. CITY MANAGER/STAFF COMMUNICATIONS

A. Harvest Festival – Thursday, September 14-17 (MR)

6. MAYOR/COUNCIL REPORTS

7. CLOSED SESSION

8. ADJOURNMENT

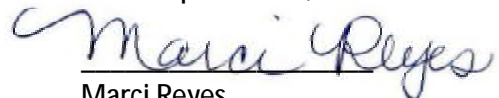
None

Approved RD/ES
(4-0-1) GY

MINUTES CERTIFICATION

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

Date: September 7, 2017



Marci Reyes
City Clerk

CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: August 13, 2017 - August 26, 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	\$ 2,100.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,100.54	-
Camacho, Josie	\$ 1,371.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,371.31	-
Camacho-Collier, Carolina	\$ 2,622.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,622.54	-
Gonzalez, Diana	\$ 2,170.41	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,170.41	-
Jones, Toni	\$ 3,883.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,883.38	-
Kunkel, John	\$ 6,031.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,031.85	-
Lopez, Jacqueline	\$ 1,246.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,246.23	-
Mendoza, Gabriela	\$ 1,246.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,246.23	-
Nazaroff, Helen	\$ 2,382.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,382.00	-
Reyes, Marcia	\$ 2,851.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,851.38	-
TOTAL	\$ 25,905.87	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 25,905.87	-
REC/SOCIAL										
Arredondo, Barbara	\$ 1,580.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,580.75	-
Arredondo, Marissa	\$ 418.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 418.00	-
Ayala, Mariah	\$ 66.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 66.00	-
Burdine-Slaven, Jeanna	\$ 1,811.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,811.54	-
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	-
Gonzalez, Jose Felix	\$ 1,874.26	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.26	-
Huribert, Ronald	\$ 253.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 253.00	-
Johnson, Theresa	\$ 1,927.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,927.00	-
LeBlanc, Noah	\$ 280.88	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 280.88	-
Lujan, Vanessa	\$ 662.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 662.50	-
Lujan, Darian	\$ 511.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 511.50	-
Negrete, Dean	\$ 572.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 572.00	-
Salvador, Mark	\$ 2,298.68	\$ 327.85	-	\$ -	-	\$ -	-	\$ -	\$ 2,626.53	-
Sidhu, Nirmal	\$ 1,655.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,655.54	-
Silva, Jessica	\$ 528.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 528.75	-
Villalobos, Stacey	\$ 278.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 278.25	-
Villarreal, Arlene	\$ 1,518.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,518.46	-
TOTAL	\$ 19,971.87	\$ 327.85	-	\$ -	-	\$ -	-	\$ -	\$ 20,299.72	-
POLICE										
Antuna, Eric	\$ 2,643.23	\$ -	15.50	\$ 731.61	-	\$ -	-	\$ -	\$ 3,374.84	-
Antuna, Miguel	\$ 1,920.86	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,920.86	10.50
Barbosa, Isaias	\$ 2,511.66	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,511.66	-
Barcoma, Wilbert	\$ 3,224.28	\$ -	5.00	\$ 287.88	-	\$ -	-	\$ -	\$ 3,512.16	-
Belding, Jeff	\$ 2,925.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,925.25	3.00
Blohm, Joseph	\$ 4,686.47	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,686.47	-
Chapman, Tom	\$ 2,559.51	\$ -	2.00	\$ 91.41	-	\$ -	-	\$ -	\$ 2,650.92	-
Cubillos, Theresa	\$ 2,223.87	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,223.87	1.50
Davis, Jeff	\$ 3,224.28	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,224.28	4.50
Francone, Kevin	\$ 1,874.01	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.01	-
Godfrey, Kyle	\$ 1,379.28	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,379.28	-
Golden, John	\$ 3,787.27	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,787.27	-
Ledezma, Linda	\$ 1,497.99	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,497.99	3.00
Lehman, Dustin	\$ 2,169.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,169.62	-
Lopez, Matt	\$ 512.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 512.00	-
Madruza, Ron	\$ 2,559.51	\$ -	21.75	\$ 994.09	-	\$ -	-	\$ -	\$ 3,553.60	-
Mendoza, Sandra	\$ 2,643.23	\$ 543.02	1.00	\$ 47.20	-	\$ -	-	\$ -	\$ 3,233.45	-
Mumm, Dale	\$ 1,092.00	\$ -	10.00	\$ 195.00	-	\$ -	-	\$ -	\$ 1,287.00	-
Nelson, Christopher J	\$ 3,302.93	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,302.93	4.50
Ness, Lee	\$ 2,335.13	\$ -	6.00	\$ 250.19	-	\$ -	-	\$ -	\$ 2,585.33	-
Ramirez, Donald	\$ 1,644.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,644.00	-
Raigoza, Ray	\$ 1,874.01	\$ -	-	\$ -	-	\$ -	1.00	\$ 5.58	\$ 1,879.59	1.50
Rodriguez, Mary	\$ 1,882.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,882.62	-
Rodriguez, Erika	\$ 2,437.65	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,437.65	-
Seroka, Dylan	\$ 2,066.40	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,066.40	10.50

CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: August 13, 2017 - August 26, 2017

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Tiwana, Manpreet	\$ 2,383.44	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,383.44	-
Torres, Karina	\$ 480.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 480.00	-
Valdovinos, Jose	\$ 1,920.86	\$ -	2.00	\$ 68.60	-	\$ -	-	\$ -	\$ 1,989.46	-
Valenzuela, Arnold	\$ 1,120.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,120.00	-
TOTAL:	\$ 64,881.34	\$ 543.02	63.25	\$ 2,665.99	-	\$ -	1.00	\$ 5.58	\$ 68,095.93	39.00

PUBLIC WORKS

Arechiga, Pastor	\$ 1,874.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.38	-
Barajas, Michael	\$ 2,162.31	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,162.31	-
Castro, Joseph	\$ 1,941.85	\$ -	6.00	\$ 267.01	-	\$ -	-	\$ -	\$ 2,208.86	-
Chavez, Fernando M.	\$ 2,537.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,537.51	2.51
Coronado, Karl	\$ 1,278.46	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,278.46	6.00
Gastelum, Humberto	\$ 1,991.65	\$ -	26.00	\$ 1,145.20	-	\$ -	22.50	\$ 560.15	\$ 3,697.01	-
Gonzales, Ruben	\$ 2,082.36	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,082.36	-
Isaak, Denise	\$ 1,674.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,674.00	-
Lutz, Laura	\$ 592.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 592.50	-
Madruaga, Lydia	\$ 2,086.02	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,086.02	-
Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	-
Ortiz, Carlos	\$ 1,242.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,242.54	-
Ramírez, Manuel	\$ 1,941.85	\$ -	4.00	\$ 145.64	-	\$ -	-	\$ -	\$ 2,087.49	-
Sanchez, Daniel	\$ 1,722.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,722.08	-
Tinoco, Alfonso	\$ 1,464.08	\$ -	27.00	\$ 845.46	-	\$ -	22.50	\$ 404.74	\$ 2,714.28	-
Vallejo, Edward	\$ 2,562.41	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,562.41	6.00
TOTAL	\$ 31,007.86	\$ -	63.00	\$ 2,403.31	\$ -	\$ -	45.00	\$ 964.89	\$ 34,376.05	14.51

PLANNING

Kufis, Chris	\$ 2,533.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,533.85	-
Garcia, Destiny	\$ 480.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 480.00	-
Pimentel, Olivia	\$ 2,530.95	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,530.95	-
Rocha, Amy	\$ 425.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 425.00	-
TOTAL	\$ 5,969.79	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 5,969.79	-

PLANNING

Bandy, R	\$ 75.00
Espino, L	\$ -
Wettlaufer, K	\$ 75.00
Jones, C	\$ 75.00
Nunez, M	\$ 75.00
Felker	\$ -

COUNCIL

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

Total \$ 300.00 Total \$ 625.00

GRAND TOTAL:	\$148,661.73	\$870.87	126.25	\$5,069.30	-	\$0.00	46.00	\$970.47	\$155,572.37	53.51
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CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: August 13, 2017 - August 26, 2017

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
POLICE	Uniform Pay									
Antuna, Eric	\$ 275.00									
Antuna, Miguel	\$ 275.00									
Barbosa, Isaias	\$ 275.00									
Barcoma, Wilbert	\$ 275.00									
Belding, Jeff	\$ 275.00									
Blohm, Joseph	\$ 300.00									
Chapman, Tom	\$ 275.00									
Cubillos, Theresa	\$ 275.00									
Davis, Jeff	\$ 275.00									
Francone, Kevin	\$ 275.00									
Golden, John	\$ 275.00									
Ledezma, Linda	\$ 275.00									
Lehman, Dustin	\$ 275.00									
Madruaga, Ron	\$ 275.00									
Mendoza, Sandra	\$ 275.00									
Nelson, Christopher J	\$ 275.00									
Ness, Lee	\$ 275.00									
Ramirez, Donald	\$ 275.00									
Raigoza, Ray	\$ 275.00									
Rodrigues, Mary	\$ 275.00									
Rodriguez, Erika	\$ 275.00									
Seroka, Dylan	\$ 275.00									
Tiwana, Manpreet	\$ 275.00									
Valdovinos, Jose	\$ 275.00									
TOTAL	\$ 6,625.00									

**CITY OF KERMAN
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

PAY PERIOD 8/13/17-8/26/17

POLICE DEPARTMENT

Overtime Categories - Number of Hours

Regular Overtime	Court	Shift Coverage	SID	Detail	Avoid the 21 Grant	Special Events	Total
34.25	3	6		20			63.25

(see notes below for overtime description)

DOUBLE TIME: (Sunday)

PUBLIC WORKS DEPARTMENT

Overtime Categories - Number of Hours

Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total
11	0	1	0	18	6	36

DOUBLE TIME: (Sunday)

11	1	0	0	9	6	27
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COMMUNITY SERVICES DEPARTMENT

Overtime Categories - Number of Hours

Regular Overtime	After Hour Event	Total
		0
		0

FINANCE / PLANNING DEPARTMENTS

Overtime Categories - Number of Hours

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

Sub Total 126.25
Total Hours (All Departments) 126.25

POLICE DEPARTMENT:

Regular Overtime – 9.5 hrs - department meeting, 3 hrs staff meeting, 14.25 hrs call out on stabbing cases, 7.5 hrs last day filing and warrant

Shift Coverage – 6 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.

Detail – 20 hrs - surveillance detail

Court – 3 hrs - court appearance

Special Events -

PUBLIC WORKS DEPARTMENT:

Water Service - 3 hrs OT & 11 hrs DT - shut-off and turn-on of service, all water related emergencies

Sewer Emergencies - 1 hr DT - SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related issues)

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

Special Events -

Other - 18 hrs OT & 9 hrs DT - daily SCADA navig/log in, AC prob WWTP office, water medians, worked thru lunch Calif/May Proj, Alarm at City Hall

Call Back - 8 hrs OT - Manuel and Joe called out to help with water break on El Mar Lane

On-Call Duties - 6 hrs OT & 6 hrs DT - reading and recording flow meters on wells and sewer plant; feed and clean kennels, verify WWTP running effectively, etc. OT is for two weekends and/or any holidays.

COMMUNITY SERVICES DEPARTMENT

Regular Overtime – On occasion, but very rare due to the amount of part-time employees.

After Hour Event – Occurs only if a full-time employee would have to stay for clean-up or as a facility attendant.

FINANCE / PLANNING DEPARTMENTS

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 - Summary by Check Date

User: Gmendoza
 Printed: 9/13/2017 10:08 AM



Check No	Vendor No	Vendor Name	Check Date	Check Amount
11830	10386	US BANK CORPORATE PAYMENT	08/29/2017	2,813.23
Total for 8/29/2017:				2,813.23
11831	10014	ADMINISTRATIVE SOLUTIONS INC	08/30/2017	18,631.43
11832	10021	ALERT O LITE	08/30/2017	609.80
11833	10023	ALL PHASE MSI MEDALLION SUPPLY	08/30/2017	294.70
11834	10047	BELMONT NURSERY	08/30/2017	720.38
11835	10054	BLUE SHIELD OF CALIFORNIA	08/30/2017	40,558.35
11836	11336	CALIFORNIA WATERFOWL ASSOCIAT	08/30/2017	850.00
11837	10103	COLONIAL LIFE	08/30/2017	657.24
11838	10106	CONSOLIDATED EDISON SOLUTIONS	08/30/2017	15,745.31
11839	10108	COOKS COMMUNICATIONS CORP	08/30/2017	435.00
11840	10118	DAPPER TIRE	08/30/2017	702.57
11841	11240	EUROFINS EATON ANALYTICAL INC	08/30/2017	67.00
11842	10151	EWING IRRIGATION PRODUCTS	08/30/2017	370.75
11843	10166	FRESNO-MADERA AGENCY ON AGINC	08/30/2017	476.70
11844	10175	G & K SERVICES, INC	08/30/2017	1,940.63
11845	11334	CAROLINA GARCIA	08/30/2017	100.00
11846	10201	HORIZON	08/30/2017	1,603.17
11847	10205	INDEPENDENT STATIONERS	08/30/2017	22.16
11848	10237	KERMAN U SAVE MINIMART	08/30/2017	24.33
11849	10239	KERWEST INC	08/30/2017	108.00
11850	10241	KINGS BASIN IRWM AUTHORITY	08/30/2017	3,500.00
11851	11225	LABOR CONSULTANTS OF CALIFORN	08/30/2017	1,050.00
11852	11335	CLAUDIA MEJIA	08/30/2017	100.00
11853	11333	ANA MILIAN	08/30/2017	400.00
11854	10272	MUTUAL OF OMAHA	08/30/2017	2,659.19
11855	10273	NAFFA INTERNATIONAL INC	08/30/2017	269.10
11856	10282	OFFICE DEPOT	08/30/2017	438.18
11857	10289	P.G.& E.	08/30/2017	79.38
11858	10596	RED WING SHOE STORE	08/30/2017	376.26
11859	11332	OSVALDO RODRIGUEZ	08/30/2017	40.00
11860	10986	ROTARY CLUB OF KERMAN	08/30/2017	97.00
11861	10754	SUPPLYWORKS	08/30/2017	173.95
11862	10355	TARGET SPECIALTY PRODUCTS	08/30/2017	902.41
11863	10357	TAYLOR MADE IRRIGATION	08/30/2017	120.33
11864	10358	TECH DISTRIBUTION & TIRE SPLY	08/30/2017	24.08
11865	10382	UNITED RENTALS NORTHWEST INC	08/30/2017	557.34
11866	10168	UNITY IT	08/30/2017	120.23
11867	10644	US BANK EQUIPMENT FINANCE	08/30/2017	826.75
11868	10406	WEST HILLS OIL INC	08/30/2017	4,567.13
11869	10413	YAMABE & HORN ENGINEERING INC	08/30/2017	64,387.22
Total for 8/30/2017:				164,606.07
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	09/01/2017	5,699.08

Check No	Vendor No	Vendor Name	Check Date	Check Amount
ACH	10517	FEDERAL TAXES PAYROLL	09/01/2017	40,717.35
ACH	10518	KERMAN POLICE OFFICERS ASSN	09/01/2017	727.00
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	09/01/2017	157.50
ACH	10520	ICMA-RC	09/01/2017	4,772.40
ACH	10522	CALPERS	09/01/2017	23,351.15
Total for 9/1/2017:				75,424.48
11870	UB*00648	ANGELO & JEANETTE ACOSTA	09/05/2017	123.06
11871	UB*00647	JOHN BERRY	09/05/2017	43.74
11872	UB*00656	JOSEPH CABRAL	09/05/2017	54.18
11873	UB*00654	JUDY CASTILLO	09/05/2017	115.79
11874	UB*00645	GERARDO CASTRO	09/05/2017	64.49
11875	UB*00650	ROBERT CHAN	09/05/2017	28.98
11876	UB*00649	MIRANDA GONZALEZ	09/05/2017	123.06
11877	UB*00646	SANDEEP & AMARJIT K GREWAL	09/05/2017	109.70
11878	UB*00651	JORDAN HARRIS	09/05/2017	30.10
11879	UB*00644	JESSE S & GINA Q HUERTA	09/05/2017	47.58
11880	UB*00655	IRONFIT FITNESS	09/05/2017	150.00
11881	UB*00657	JOSEPH CROWN CONSTRUCTION	09/05/2017	7.93
11882	UB*00643	MARISOL MARCELO	09/05/2017	121.82
11883	UB*00652	SALVADOR REYES LARA	09/05/2017	103.71
11884	UB*00653	OLVIA ROCHA	09/05/2017	82.65
Total for 9/5/2017:				1,206.79
11885	10059	BROWN BAG CO	09/07/2017	50.00
11886	10095	CHEM QUIP INC	09/07/2017	962.07
11887	10098	CLEANSTREET INC	09/07/2017	6,672.90
11888	10108	COOKS COMMUNICATIONS CORP	09/07/2017	155.84
11889	11240	EUROFINS EATON ANALYTICAL INC	09/07/2017	256.00
11890	10157	FERGUSON ENTERPRISES INC	09/07/2017	182.23
11891	11338	FLEXPRO	09/07/2017	32,917.67
11892	10169	FRESNO PET CEMETERY	09/07/2017	137.00
11893	11295	ANGELA GARCIA	09/07/2017	546.00
11894	11263	NOR CAL PUMP AND WELL DRILLING	09/07/2017	35,425.50
11895	10282	OFFICE DEPOT	09/07/2017	641.41
11896	11337	MARIA ORTIZ	09/07/2017	10.00
11897	10289	P.G.& E.	09/07/2017	671.24
11898	10305	PITNEY BOWES PURCHASE POWER	09/07/2017	499.99
11899	10316	R G EQUIPMENT OF FRESNO INC	09/07/2017	11,507.53
11900	10596	RED WING SHOE STORE	09/07/2017	142.24
11901	10332	SEBASTIAN	09/07/2017	3,075.64
11902	10875	SECURITY & COMMUNICATIONS CON	09/07/2017	6,478.50
11903	11290	SEPEX INC	09/07/2017	371.37
11904	10337	SLUMBERGER LUMBER	09/07/2017	188.32
11905	10338	SMITH AUTO	09/07/2017	1,404.37
11906	10603	SOLENIIS LLC	09/07/2017	127.99
11907	11129	STATE OF CALIFORNIA	09/07/2017	94.55
11908	10168	UNITY IT	09/07/2017	2,392.02
11909	10387	USA BLUE BOOK	09/07/2017	198.85
Total for 9/7/2017:				105,109.23

Check No	Vendor No	Vendor Name	Check Date	Check Amount
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Report Total (86 checks):

349,159.80



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

DEPARTMENT: PLANNING AND DEVELOPMENT
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: SEPTEMBER 20, 2017

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

RECOMMENDATION

Council by motion adopt the resolution accepting the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022) and authorize the City Engineer to record the Notice of Completion.

EXECUTIVE SUMMARY

The contractor, Witbro, Inc. dba Seal Rite Paving & Grading, has completed the work required for the Pedestrian Safety Improvements Project. The Project consisted of the construction of curb bulbouts and installation of high-visibility crosswalks and signage at four locations adjacent to Kerman Unified Schools to improve the safety of students walking or bicycling to school. The City Public Works Inspector has inspected the improvements required by the Project and all of the improvements have been completed.

OUTSTANDING ISSUES

None.

DISCUSSION

The City applied for and was subsequently awarded Safe Routes to School funding through the Active Transportation Program for the construction of pedestrian crossing safety improvements at four locations. The four locations are as follows:

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

The four locations were selected based on discussion of safety concerns with Kerman Unified Staff, as well as field review of the existing crossings and traffic conditions.

The Project was advertised for bid and the construction contract was awarded to Witbro, Inc. dba Seal Rite Paving & Grading on May 3, 2017. The contractor began construction on June 5, 2017 and completed the project within the specified construction timeframe.

FISCAL IMPACT

The total project cost was \$325,000, including engineering and construction management. The Project was funded with \$250,000 in State Safe Routes to School funds through the Active Transportation Program and \$75,000 from Local Transportation Funds.

PUBLIC HEARING

Not Required.

Attachments:

A. Resolution

Attachment 'A'

RESOLUTION NO. 17-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
ACCEPTING IMPROVEMENTS AND AUTHORIZING FILING OF THE NOTICE OF COMPLETION
FOR THE PEDESTRIAN SAFETY IMPROVEMENTS PROJECT,
STATE PROJECT NO. ATPL-5291(022)

WHEREAS, Witbro, Inc. dba Seal Rite Paving & Grading, has completed the work for the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022).

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

WHEREAS, the City Engineer recommends acceptance of the Pedestrian Safety Improvements Project and requests Council to authorize the City Engineer to record the Notice of Completion for the Project

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY ACCEPTS the Pedestrian Safety Improvements Project, State Project No. ATPL-5291(022) and authorizes the City Engineer to record the Notice of Completion.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 20th day of September 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



City of Kerman

"Where Community Comes First"

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

DEPARTMENT: ADMINISTRATION
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: SEPTEMBER 20, 2017

To: Mayor and City Council
From: John Kunkel, City Manager
Subject: Resolution Approving Agreement between the City and Yamabe and Horn Engineering Inc. for Engineering Service.

RECOMMENDATION

Council by motion adopt resolution approving agreement between the City and Yamabe and Horn Engineering Inc. for engineering services.

EXECUTIVE SUMMARY

Yamabe & Horn is engaged in the business of furnishing technical and expert services for cities and other public entities and has served as City Engineer for the City of Kerman pursuant to a contract since April 1, 1991.

Both parties have determined a need to update the 1991 Agreement.

DISCUSSION

The City is satisfied with the City Engineer services provided by Yamabe & Horn and wishes to continue to have Yamabe & Horn services for City Engineer.

This Agreement will be administered for City by the City Manager or City Manager's designee.

FISCAL IMPACT

The fee schedule for engineering services is attached as Exhibit 'A' to the agreement.

Attachments:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 17-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
AGREEMENT BETWEEN CITY OF KERMAN AND YAMABE & HORN ENGINEERING, INC.
FOR ENGINEERING SERVICES

WHEREAS, the City of Kerman has historically contracted out its City engineering services to Yamabe & Horn Engineering, Inc.; and

WHEREAS, Yamabe & Horn is engaged in the business of furnishing technical and expert services for cities and other public entities and has served as City Engineer for the City of Kerman pursuant to a contract since April 1, 1991; and

WHEREAS, both parties have determined a need to update the 1991 Agreement; and

WHEREAS, Yamabe & Horn hereby represents that it desires to perform and that it is professionally and legally capable of performing the services called for by the Agreement presented as Attachment 'A'; and

WHEREAS, the City is satisfied with the City Engineer services provided by Yamabe & Horn and wishes to continue to have Yamabe & Horn services for City Engineer.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Kerman does hereby find, resolve, and orders the following;

1. The foregoing recitals of fact are true and correct and incorporated herein as if set forth fully as findings of fact.
2. The City Council of the City of Kerman hereby approves the agreement with Yamabe & Horn Engineering, Inc.
3. The City Council of the City of Kerman hereby authorizes the City Manager to execute the agreement on behalf of the City.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 20th day of September 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

**AGREEMENT FOR GENERAL ENGINEERING SERVICES
CITY ENGINEER**

THIS AGREEMENT is made and entered into effective the _____ day of _____, 2017 by and between the CITY OF KERMAN, a California municipal corporation (hereinafter referred to as “City”) and Yamabe & Horn Engineering, Inc. (hereinafter referred to as “Yamabe & Horn”).

RECITALS

A. The City of Kerman has historically contracted out its City general engineering services.

B. Yamabe & Horn is engaged in the business of furnishing technical and expert general engineering services for cities and other public entities and has served as City Engineer for the City of Kerman pursuant to a contract since April 1, 1991.

C. The parties have determined a need to update the 1991 Agreement.

D. Yamabe & Horn hereby represents that it desires to perform and that it is professionally and legally capable of performing the services called for by this Agreement.

E. The City is satisfied with the general engineering services provided by Yamabe & Horn and wishes to continue to have Yamabe & Horn provide general engineering services and act as City Engineer.

F. This Agreement will be administered for City by the City Manager or City Manager’s designee.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions hereinafter contained to be kept and performed by the respective parties, the parties mutually agree as follows:

Scope of Services1. Yamabe & Horn shall perform to the satisfaction of City the services described in Exhibit ‘A’, including work incidental to, or necessary to perform, such services even though not specifically described in Exhibit ‘A’, which is incorporated herein by reference as if fully set forth.

2. Licenses, Permits, Fees, and Assessments. Yamabe & Horn represents and warrants to City that it has obtained all licenses, permits, qualifications, and approvals of whatever nature that are legally required to practice its profession and perform the services required by this Agreement. Yamabe & Horn represents and warrants to City that Yamabe & Horn shall, at its sole cost and expense, keep in effect at all times during the term of this Agreement, any license, permit, qualification or approval that is legally required for Yamabe & Horn to perform the services under

this Agreement. Yamabe & Horn shall have the sole obligation to pay for any fees, assessments, and taxes, plus applicable penalties and interest, which may be imposed by law and arise from or are necessary for the Yamabe & Horn's performance of the Work and Services required by this Agreement, and shall indemnify, defend, and hold harmless City against any such fees, assessments, taxes, penalties, or interest levied, assessed, or imposed against City hereunder.

Term of Agreement This Agreement shall be effective from the date first set forth above ("Effective Date") and shall continue in full force and effect for a three (3) year term, subject to any earlier termination in accordance with this Agreement. This term may be extended upon mutual agreement by both parties.

Compensation Yamabe & Horn's sole compensation for satisfactory performance of all services required or rendered pursuant to this Agreement shall be in accordance with the Fee Schedule set forth in Exhibit 'B' and incorporated herein by reference.

Yamabe & Horn's Fee Schedule may be adjusted annually upon request by Yamabe & Horn and approval by the City Manager.

Detailed statements shall be rendered monthly for services performed in the preceding month and will be payable within thirty (30) days of receipt of such invoice.

Modification of Scope, Compensation, or Other Terms.

The parties may modify this Agreement to increase or decrease the scope of services or provide for the rendition of services not required by this Agreement, which modification may include an adjustment to Yamabe & Horn's compensation. Any change in the scope of services or a fee schedule must be made by written amendment to the Agreement signed by an authorized representative for each party. Yamabe & Horn shall not be entitled to any additional compensation if services are performed prior to a signed written agreement.

Termination for Convenience. Either party may terminate this Agreement at any time by giving notice of such termination (including the effective termination date) at least thirty (30) calendar days before the effective date of such termination. In the event of termination for convenience, all finished or unfinished documents and other materials as described in the Scope of Work become the property of City.

Termination for Cause. If for any cause either party fails to fulfill in a timely and proper manner its obligations under this Agreement (the "breaching party"), or other party (the "terminating party") shall have the right to terminate the Agreement by giving not less than five (5) working days' written notice to the breaching party of the intent to terminate and specifying the effective date thereof. The terminating party shall, however, provide the breaching party with a detailed statement of the grounds for termination. This statement shall include, as appropriate, references to specific provisions of this Agreement, dates, dollar amounts and other information relevant to the decision to terminate for cause.

In the event of termination, all finished or unfinished documents, reports, or other materials prepared by Yamabe & Horn under this Agreement shall become CITY'S property.

Yamabe & Horn shall be entitled to receive compensation for all satisfactory work completed prior to the effective date of termination.

Coordination of Work.

Representative of Yamabe & Horn. Gary Horn is a principal of Yamabe & Horn and is hereby designated as being the principal and representative of Yamabe & Horn authorized to act in its behalf with respect to the services to be performed under this Agreement and to make all decisions in connection therewith. Jerry Jones, P.E. shall be the designated City Engineer on behalf of Yamabe & Horn for City. The designated City Engineer may not be changed without prior written approval of the City Manager.

City Manager. It shall be Yamabe & Horn's responsibility to ensure that the City Manager or designee is kept fully informed of the progress of the performance of the services, and Yamabe & Horn shall refer any decisions which must be made by the City to the City Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Manager.

Confidential Information, Ownership of Documents and Copyright License Any reports, information, or other data prepared or assembled by Yamabe & Horn pursuant to this Agreement shall not be made available to any individual or organization by Yamabe & Horn without the prior written approval of the City Manager. During the term of this Agreement, and thereafter, Yamabe & Horn shall not, without the prior written consent of City, disclose to anyone any Confidential Information. The term Confidential Information for the purposes of this Agreement shall include all proprietary and confidential information of City, including but not limited to business plans, marketing plans, financial information, materials, compilations, documents, instruments, models, source or object codes and other information disclosed or submitted, orally, in writing, or by any other medium or media. All Confidential Information shall be and remain confidential and proprietary to City.

Any and all writings and documents prepared or provided by Yamabe & Horn pursuant to this Agreement are the property of City at the time of preparation and shall be turned over to City upon expiration or termination of the Agreement. Yamabe & Horn shall not permit the reproduction or use thereof by any other person except as otherwise expressly provided herein.

Professional Skill It is further mutually understood and agreed by and between the parties hereto that inasmuch as Yamabe & Horn represents to City that Yamabe & Horn is skilled in the profession and shall perform in accordance with the standards of said profession necessary to perform the services agreed to be done by it under this Agreement, City relies upon the skill of Yamabe & Horn to do and perform such services in a skillful manner and Yamabe & Horn agrees to thus perform the services. Therefore, any acceptance of such services by City shall not operate as a release of Yamabe & Horn from said professional standards.

Indemnification To the furthest extent allowed by law, Yamabe & Horn shall indemnify, hold harmless, and defend City and each of its officers, officials, employees, agents, and volunteers

from any and all loss, liability, fines, penalties, forfeitures, costs, and damages (whether in contract, tort, or strict liability, including but not limited to personal injury, death at any time, and property damage), and from any and all claims, demands, and actions in law or equity (including reasonable attorney's fees and litigation expense) that arise out of, pertain to, or related to the negligence, recklessness, or willful misconduct of Yamabe & Horn, its principals, officers, employees, agents, or volunteers in the performance of this Agreement. The obligation under this paragraph is in addition to and is not limited by any insurance which Yamabe & Horn is otherwise required to maintain under this Agreement.

Insurance Throughout the life of this Agreement, Yamabe & Horn shall pay for and maintain in full force and effect all insurance as required in Exhibit 'C'.

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

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

Upon request of City, Yamabe & Horn shall immediately furnish City with a complete copy of any insurance policy required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Conflict of Interest and Non-Solicitation Yamabe & Horn shall comply, and require its subcontractors to comply, with all applicable (i) professional canons and requirements governing avoidance of impermissible client conflicts; and (ii) federal, state, and local conflict of interest laws and regulations including, without limitation, California Government Code Section 1090 *et. seq.*, the California Political Reform Act (California Government Code Section 87100 *et. seq.*) and the regulations of the Fair Political Practices Commission concerning disclosure and

disqualification (2 California Code of Regulations Section 18700 *et. seq.*). At any time, upon written request of City, Yamabe & Horn shall provide a written opinion of its legal counsel and that of any subcontractor that, after a due diligent inquiry, Yamabe & Horn and the respective subcontractor(s) are in full compliance with all laws and regulations. Yamabe & Horn shall take, and require its subcontractors to take, reasonable steps to avoid any appearance of a conflict of interest. Upon discovery of any facts giving rise to the appearance of a conflict of interest, Yamabe & Horn shall immediately notify City of these facts in writing.

In performing the work or services to be provided hereunder, Yamabe & Horn shall not employ or retain the services of any person while such person either is employed by City or is a member of the City Council, or a commission, or similar City body.

Yamabe & Horn represents and warrants that it has not paid or agreed to pay any compensation, contingent or otherwise, direct or indirect, to solicit or procure this Agreement or any rights/benefit hereunder.

Neither Yamabe & Horn, nor any of Yamabe & Horn's subcontractors performing any services under this Agreement shall bid for, assist anyone in the preparation of a bid for, or perform any series pursuant to, any other contract in connection with this Agreement unless fully disclosed to and approved by the City Manager, in advance and in writing. Yamabe & Horn and any of its subcontractors shall have no interest, direct or indirect, in any other contract with a third party in connection with this Agreement unless such interest is in accordance with all applicable law and fully disclosed to and approved by the City Manager, in advance and in writing. Notwithstanding any approval given by the CITY under this provision, Yamabe & Horn shall remain responsible for complying with Section 12(a) above.

If Yamabe & Horn should subcontract all or any portion of the work to be performed or services to be provided under this Agreement, Yamabe & Horn shall include the provisions of this Section 12 in each subcontract and require its subcontractors to comply therewith.

Covenant Against Contingent Fees Yamabe & Horn warrants that he has not employed or retained any company or person other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or formation of this Agreement. For breach or violation of this warranty, the City shall have the right to annul this Agreement without liability, or otherwise recover the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

General Terms Except as otherwise provided by law, all notices expressly required of City within the body of this Agreement, and not otherwise specifically provided for, shall be effective only if signed by the City Manager or his/her designee.

Records of Yamabe & Horn's expenses pertaining to the Agreement shall be kept on a generally recognizable accounting basis and shall be available to City or its authorized representatives upon request during regular business hours throughout the life of this Agreement and for a period of three years after final payment or, if longer, for any period required by law. In addition, all books, documents, papers, and records of Yamabe & Horn pertaining to the services provided under this Agreement shall be available for the purpose of making audits, examinations, excerpts, and transcriptions for the same period of time. This Section 14(b) shall survive expiration or termination of this Agreement.

Prior to execution of this Agreement by City, Yamabe & Horn shall have provided evidence to City that Yamabe & Horn is licensed to perform the services called for by this Agreement (or that no license is required). If Yamabe & Horn should subcontract all or any portion of the work or services to be performed under this Agreement, Yamabe & Horn shall require each subcontractor to provide evidence to City that subcontractor is licensed to perform the services called for by this Agreement (or that no license is required) before beginning work.

Nondiscrimination To the extent required by controlling federal, state, and local law, Yamabe & Horn shall not employ discriminatory practices in the provision of services, employment of personnel, or in any other respect on the basis of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran, or veteran of the Vietnam era. Subject to the foregoing and during the performance of this Agreement, Yamabe & Horn agrees as follows:

Yamabe & Horn will comply with all applicable laws and regulations providing that no person shall, on the grounds of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, ethnicity, status as a disabled veteran or veteran of the Vietnam era, be excluded from participation in, be denied benefits of, or be subject to discrimination under any program or activity made possible by or resulting from this Agreement.

Yamabe & Horn will not discriminate against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, and ethnicity,

status as a disabled veteran or veteran of the Vietnam era. Yamabe & Horn will ensure that applicants are employed, and the employees are treated during employment, without regard to their race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, sex, age, sexual orientation, and ethnicity, status as a disabled veteran or veteran of the Vietnam era. Such requirement shall apply to Yamabe & Horn's employment practices including, but not limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Yamabe & Horn agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provision of this nondiscrimination clause.

Independent ContractorIn the furnishing of the services provided for herein, Yamabe & Horn is acting solely as an independent contractor. Neither Yamabe & Horn, nor any of its officers, agents, or employees shall be deemed an officer, agent, employee, joint venture, partner, or associate of City for any purpose. City shall have no right to control or supervise or direct the manner or method by which Yamabe & Horn shall perform its work and functions. However, City shall retain the right to administer this Agreement so as to verify that Yamabe & Horn is performing its obligations in accordance with the terms and conditions thereof.

This Agreement does not evidence a partnership or joint venture between Yamabe & Horn and City. Yamabe & Horn shall have no authority to bind City absent City's express written consent. Except to the extent otherwise provided in this Agreement, Yamabe & Horn shall bear its own costs and expenses in pursuit thereof.

Because of its status as an independent contractor, Yamabe & Horn and its officers, agents, and employees shall have absolutely no right to employment rights and benefits available to City employees. Yamabe & Horn shall be solely liable and responsible for all payroll and tax withholding and for providing to, or on behalf of, its employees all employee benefits including, without limitation, health, welfare, and retirement benefits. In addition, together with its other obligations under this Agreement, Yamabe & Horn shall be solely responsible, indemnify, defend, and save City harmless from all matters relating to employment and tax withholding for and payment of Yamabe & Horn's employees, including, without limitation, (i) compliance with Social Security and unemployment insurance withholding, payment of workers compensation benefits, and all other laws and regulations governing matters of employee withholding, taxes and payment; and (ii) any claim of right or interest in City employment benefits, entitlements, programs and/or funds offered employees of City whether arising by reason of any common law, de facto, leased, or co-employee rights or other theory. It is acknowledged that during the term of this Agreement, Yamabe & Horn may be providing services to others unrelated to City or to this Agreement.

Notices. Any notice required or intended to be given to either party under the terms of this Agreement shall be in writing and shall be deemed to be duly given if delivered personally, transmitted by facsimile followed by telephone confirmation

of receipt, or sent by United States registered or certified mail, with postage prepaid, return receipt requested, addressed to the party which notice is to be given at the party's address set forth on the signature page of this Agreement or at such other address as the parties may from time to time designate by written notice. Notices served by United States mail in the manner above described shall be deemed sufficiently served or given at the time of mailing thereof.

Assignment This agreement is personal to Yamabe & Horn and there shall be no assignment by Yamabe & Horn of its rights of obligations under this Agreement without the prior written approval of the City Manager or her designee. Any attempted assignment by Yamabe & Horn, its successors or assigns, shall be null and void unless approved in writing by the or his/her designee.

Yamabe & Horn hereby agrees not to assign the payment of any monies due Yamabe & Horn from City under the terms of this Agreement to any other individual(s), corporation(s), or entity(ies). City retains the right to pay any and all monies due Yamabe & Horn directly to Yamabe & Horn.

Compliance With Law In providing the services required under this Agreement, Yamabe & Horn shall at all times comply with all applicable laws of the United States, the State of California, and City, and with all applicable regulations promulgated by federal, state, regional, or local administrative and regulatory agencies, now in force and as they may be enacted, issued, or amended during the term of this Agreement.

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

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

Headings The section headings in this Agreement are for convenience and reference only and shall not be construed or held in any way to explain, modify, or add to the interpretation or meaning of the provisions of this Agreement.

Severability The provisions of this Agreement are severable. The invalidity or unenforceability of any one provision in this Agreement shall not affect the other provisions.

Interpretation The parties acknowledge that this Agreement in its final form is the result of the combined efforts of the parties and that, should any provision of this Agreement be found to be ambiguous in any way, such ambiguity shall not be resolved by construing this Agreement in favor of or against either party, but rather by construing the terms in accordance with their generally accepted meaning.

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

Exhibits Each exhibit and attachment referenced in this Agreement is, by the reference, incorporated into and made a part of this Agreement.

Precedence of Documents In the event of any conflict between the body of this Agreement and any Exhibit or Attachment hereto, the terms and conditions of the body of this Agreement shall control and take precedence over the terms and conditions expressed within the Exhibit or Attachment. Furthermore, any terms or conditions contained within any Exhibit or Attachment hereto which purport to modify the allocation of risk between the parties, provided for within the body of this Agreement shall be null and void.

Cumulative Remedies No remedy or election hereunder shall be deemed exclusive but shall, wherever possible, be cumulative with all other remedies at law or in equity.

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

Extent of Agreement Each party acknowledges that they have read and fully understand the contents of this Agreement. This Agreement represents the entire and integrated agreement between the parties with respect to the subject matter hereof and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be modified only by written instrument duly authorized and executed by both City and Yamabe & Horn.

Contact Information. The following constitutes contact information for the parties:

CITY:

City of Kerman
Attn: John Kunkel, City Manager

YAMABE & HORN:

Yamabe & Horn Engineering, Inc.
Attn: Gary Horn

850 S. Madera Ave
Kerman, CA 93630

2985 N. Burl Ave, Ste. 101
Fresno, CA 93727

Phone: 559-846-9450
Fax: 559-846-6199
Email: Jkunkel@cityofkerman.org

Phone: 559-244-3123
Fax: 559-244-3120
Email: ghorn@yhmail.com

[SIGNATURES ON NEXT PAGE]

IN WITNESS WHEREOF, the parties have executed this Agreement on the day and year first written above.

CITY OF KERMAN, a
a California municipal corporation

**YAMABE & HORN ENGINEERING,
INC.** a corporation

By: _____
Name

By: _____

Title

Title

ATTEST:

By: _____
Marci Reyes
City Clerk

By: _____

APPROVED AS TO FORM:

Title

By: _____
City Attorney Date

Any Applicable Professional License:
Number _____

Name: _____

Date of Issue: _____

Attachments:

- Exhibit 'A' – Scope of Services
- Exhibit 'B' – Fee Schedule
- Exhibit 'C' – Insurance Requirements (to be included at execution of agreement)

Exhibit 'A'

SCOPE OF SERVICES

General Services and Project Management.

- Serves as the City Engineer
- Manages all aspects of civil engineering, plan checking, development conditions and capital project management for the City.
- Reviews all matters pertaining to engineering to ensure that undertakings proposed and implemented by the City and others are done in a manner that protects the City's interest and are in keeping with City goals, specifications and practices as well as with local, state and federal laws.
- Assists in planning, coordinating, supervising and evaluating programs, plans, services, equipment and infrastructure.
- Develops and recommends policies and procedures for effective operation of the City consistent with City policies and relevant laws, rules and regulations and ensures Councils actions are implemented.
- Evaluates the City's needs and formulates short and long-range plans to meet needs in all areas of Public Works improvements, including streets, water, and sewer, storm drainage, street lights, parks and facilities.
- Provides engineering services on projects and oversees project management for the construction of municipal Public Works projects.
- Makes presentations to the public, City Council and commissions.
- Be available to the public and private developers to handle matters dealing with the engineering functions of City government.
- Prepares reports, investigations, studies and evaluations as, from time to time, may be required and directed by the City Manager or his/her designee.
- Performs other engineering related functions as directed by the City Manager or his/her designee
- Advises the City as to engineering and construction financing available from other government agencies, and when so directed, prepare and initiate applications for funding
- Assists clerical staff in management of records relating to engineering. Serves as liaison to the Public Works Director for engineering related matters. Provides public information regarding municipal engineering matters.
- Prepares capital improvement projects, improvement plans, specifications, bid documents and public improvement project management.
- Reviews and evaluates bid submittals.

- Provides construction observation and management during the course of City projects. Acts as Resident Engineer. Assists with inspection, approval of payments, cost estimating, filing of notices and other related tasks.
- Coordinates activities with other departments and outside agencies to obtain various approvals and agreements such as environmental clearances, permits, land acquisitions and rights-of-way for assigned engineering projects.
- Under general direction, plans, organizes and administers real property program for the acquisition and disposition of City owned property as it relates to engineering projects.
- Negotiates land acquisitions, disposition, easements, agreements, leases and other assorted property rights as it relates to engineering projects.
- Coordinates appraisal of residential, commercial, industrial and agriculture properties for acquisition, disposition, lease etc., as it relates to engineering projects.

Development Review Function.

- Reviews land use applications and construction plans for private developments for consistency with City adopted engineering specifications, City policies and relevant laws, rules and regulations and ensures council actions are implemented.
- Performs statutory functions of the City Engineer pertaining to the review and checking of lot line adjustments, parcel and tracts maps, including tentative, final and vesting maps. Ensure map conformance with State Subdivision Map Act and City ordinances.
- Ensures that costs and fees are charged back to development projects, works with the Planning Department to monitor charges and revenues associated with development projects.
- Provides a “turn around” checking time for maps and improvement plans generally not to exceed four weeks (larger, complex development projects may necessitate increased plan check time to be mutually agreed upon by Parties) for the first plan check after the application has been determined complete.
- Establishes performance, labor and material bond amounts when required and ensures the posting of such bonds with the proper time sequence of such development control.
- Provides necessary and related functions as are the normal practice of the City Engineer in control of private development.
- Upon request of City, provides inspection services for improvements constructed as part of private development.

Major Engineering Projects

This Agreement contemplates Major Engineering Projects requiring engineering studies, master plans, and master reports. Yamabe & Horn may not commence any such work until authorized to proceed. It is also understood that City may in its sole discretion determine to engage other engineers for such projects.

Exhibit 'B'

**CITY OF KERMAN FEE SCHEDULE
 GENERAL ENGINEERING SERVICES**

<u>CLASSIFICATION</u>	<u>GENERAL FUND</u>	<u>ALL OTHER FUNDS</u>
PRINCIPAL ENGINEER	\$120.00	\$140.00
CIVIL ENGINEER III	\$115.00	\$130.00
CIVIL ENGINEER II	\$105.00	\$120.00
CIVIL ENGINEER I	\$95.00	\$110.00
ASSISTANT ENGINEER II	\$85.00	\$100.00
ASSISTANT ENGINEER I	\$80.00	\$95.00
LAND SURVEYOR II	\$110.00	\$120.00
LAND SURVEYOR I	\$100.00	\$110.00
ASSISTANT LAND SURVEYOR	\$85.00	\$95.00
CONSTRUCTION MANAGER II	\$105.00	\$110.00
CONSTRUCTION MANAGER I	\$85.00	\$95.00
INSPECTOR	\$120.00	\$120.00
DRAFTER II	\$75.00	\$80.00
DRAFTER I	\$70.00	\$75.00
CLERICAL	\$50.00	\$55.00
2-MAN SURVEY CREW	\$220.00	\$220.00
1-MAN SURVEY CREW	\$135.00	\$135.00
TRAVEL	\$0.55 PER MILE	
PRINTING & SUB-CONSULTANTS	COST PLUS 10%	

* All rates are hourly.

* Inspector and survey hourly rates are Prevailing Wage.



City of Kerman

"Where Community Comes First"

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

DEPARTMENT: ADMINISTRATION
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: SEPTEMBER 20, 2017

To: Mayor and City Council
From: John Kunkel, City Manager
Subject: Resolution Approving First Amendment to State and Federal Projects Agreement between the City and Yamabe and Horn Engineering Inc.

RECOMMENDATION

Council by motion adopt resolution approving First Amendment to the Agreement between the City and Yamabe and Horn Engineering, for State and Federally funded projects extending the term of the Agreement by two years and updating the Fee Schedule.

EXECUTIVE SUMMARY

In 2014, Yamabe and Horn Engineering Inc. entered into an agreement with the City for engineering services for State and Federally funded projects. Caltrans requires that services for contracts under Federal Highway Administration (FHWA), be solicited every three years. Caltrans has authorized the City to extend the current agreement for two years.

DISCUSSION

The current engineering services agreement for State and Federal funded projects is currently set to expire December 29, 2017. Yamabe and Horn Engineering Inc. provide the services. Caltrans, who is the agent for Federal Highway Administration, has authorized the City to extend the current agreement for two years. The first amendment to the agreement, if approved by Council, would extend the current agreement until December 29, 2019.

FISCAL IMPACT

The fee schedule for engineering services for State and Federal projects is attached in Exhibit A

Attachments:

A. Resolution w/Exhibits

Attachment 'A'

RESOLUTION NO. 17-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
FIRST AMENDMENT TO AGREEMENT BETWEEN CITY OF KERMAN AND
YAMABE & HORN ENGINEERING, INC. FOR ENGINEERING SERVICES
STATE AND FEDERALLY FUNDED PROJECTS

WHEREAS, City and Consultant entered an Agreement for Engineering Services State and Federally Funded Projects ("Agreement") effective December 29, 2014; and

WHEREAS, Caltrans has determined, as an agent for Federal Highway Administration (FHWA) that recipients of federal funds utilizing contract engineering services shall solicit and contract for those services in three year increments; and

WHEREAS, the City has consulted with Caltrans and received authorization to extend the current Agreement for two years; and

WHEREAS, under CDBG rules and regulations, recipients of CDBG funds shall solicit and contract for those services in three increments; and

WHEREAS, the City has issued a Request for Qualifications for CDBG funded projects.

NOW THEREFORE, BE IT RESOLVED, the City Council of the City of Kerman does hereby find, resolve, and orders the following;

1. The foregoing recitals of fact are true and correct and incorporated herein as if set forth fully as findings of fact.
2. The City Council of the City of Kerman hereby approves the First Amendment to the State and Federal Projects Agreement.
3. The City Council of the City of Kerman hereby authorizes the City Manager to execute the agreement on behalf of the City.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 20th day of September 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'

FIRST AMENDMENT TO AGREEMENT
BETWEEN CITY OF KERMAN AND YAMABE & HORN ENGINEERING, INC.
FOR ENGINEERING SERVICES STATE AND FEDERALLY FUNDED PROJECTS

The City of Kerman ("City") and Yamabe & Horn Engineering, Inc. ("Consultant") agree to enter a First Amendment to their Agreement for Engineering Services State and Federally Funded Projects Agreement ("First Amendment") as follows:

WHEREAS, City and Consultant entered an Agreement for Engineering Services State and Federally Funded Projects ("Agreement") effective December 29, 2014 with a term of three (3) years; and

WHEREAS, Caltrans has determined, as an agent for Federal Highway Administration (FHWA) that recipients of federal funds utilizing contract engineering services shall solicit and contract for those services in five year maximum increments; and

WHEREAS, the City has consulted with Caltrans and received authorization to extend the current Agreement for two years; and

WHEREAS, under CDBG rules and regulations, recipients of CDBG funds shall solicit and contract for those services in three year increments; and

WHEREAS, the City has issued a Request for Qualifications for CDBG funded projects.

AGREEMENT

SECTION 1. In accordance with the foregoing recitals, Article VII titled "Termination" of the Agreement is amended by adding the following paragraph to the end of the first paragraph to read as follows:

Notwithstanding the foregoing, the parties agree:

- A. Except for CDBG funded project services, this Agreement is extended for two years from December 29, 2017, with a termination date of December 29, 2019.
- B. With respect to CDBG funded project services only, this Agreement is extended until the date that a contract is awarded and becomes effective under the City's pending RFQ Process, but no later than December 29, 2017. Upon the effective date of such a new agreement for CDBG services, all provisions in this Agreement regarding CDBG funded project services shall be superseded and become null and void.

SECTION 2. Exhibit 'B' to the Agreement referenced in Article V titled Payment for Services shall be null and void and replaced by Exhibit 'B' attached to this First Amendment.

SECTION 3. Except as amended by this First Amendment, all terms and conditions of the Agreement for Engineering Services State and Federally Funded Projects shall continue in full force and effect.

SECTION 4. This First Amendment to Agreement shall be effective on September 21, 2017.

CITY OF KERMAN

CONSULTANT

John Kunkel, City Manager

Date: _____

ATTEST:

Marci Reyes, City Clerk

Date: _____

APPROVED AS TO LEGAL FORM:

Hilda Cantú Montoy, City Attorney

Exhibit 'B'

**CITY OF KERMAN FEE SCHEDULE
STATE & FEDERAL ENGINEERING SERVICES**

PRINCIPAL ENGINEER	\$ 140.00 per hour
CIVIL ENGINEER III	\$ 130.00 per hour
CIVIL ENGINEER II	\$ 120.00 per hour
CIVIL ENGINEER I	\$ 110.00 per hour
ASSISTANT ENGINEER II	\$ 100.00 per hour
ASSISTANT ENGINEER I	\$ 95.00 per hour
LAND SURVEYOR II	\$ 120.00 per hour
LAND SURVEYOR I	\$ 110.00 per hour
ASSISTANT SURVEYOR.....	\$ 95.00 per hour
CONSTRUCTION MANAGER II.....	\$ 110.00 per hour
CONSTRUCTION MANAGER I.....	\$ 95.00 per hour
INSPECTOR.....	\$ 120.00 per hour
CAD DRAFTER II	\$ 80.00 per hour
CAD DRAFTER I	\$ 75.00 per hour
CLERICAL	\$ 55.00 per hour
2-PERSON SURVEY CREW	\$ 220.00 per hour
1-PERSON SURVEY CREW	\$ 135.00 per hour
TRAVEL.....	\$ 0.55 per mile
PRINTING & SUB-CONSULTANTS	Cost plus 10%



City of Kerman

"Where Community Comes First"

MAYOR
Rhonda Armstrong

MAYOR PRO-TEM
Gary Yep

COUNCIL MEMBER
Michele Arvance

COUNCIL MEMBER
Raj Dhaliwal

COUNCIL MEMBER
Espí Sandoval

DEPARTMENT: FINANCE
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: SEPTEMBER 20, 2017

To: Mayor and City Council
From: Toni Jones, Finance Director
Subject: Resolution Amending 2017/18 Budget to Incorporate Projects Funded by SB 1-Road Maintenance & Rehabilitation Act

RECOMMENDATION

Council by motion adopt resolution amending the 2017/18 budget to incorporate the project list funded by SB 1 – Road Maintenance and Rehabilitation Act.

DISCUSSION

Senate Bill 1 (SB 1) was signed into law by the Governor in April 2017 to address transportation funding shortfalls statewide. Excise taxes on fuel purchases will increase beginning on November 2, 2017 which include an increase for gasoline from 18 cents per gallon to 30 cents (12 cent increase) and diesel will increase from 16 cents to 36 cents per gallon (20 cent increase). Sales tax on diesel will increase 4 percentage points from 5.75% to 9.75%. Estimates statewide should provide \$5.2 billion annually for road and bridge repairs along with expanded mass transit in the state. The City of Kerman will receive appropriations based on fuel sales.

In order to receive funding from the Road Maintenance and Rehabilitation Act (RMRA) the City is required to submit a formal list of projects proposed (attachment A) and amend the 2017/18 budget including the Capital Improvement Plan for fiscal year 2018/19.

A match annually from the City's discretionary spending in the amount of \$20,200 (minimum) is required based on expenditures reported to the State during FY's 2009/10, 2010/11 and 2011/12.

Initial RMRA revenue estimates for fiscal year 2017/18 is \$81,169 and was included in the adopted budget. A road repair project was not identified in the current budget from RMRA revenue. SB 1 allows the City to carryover funds from year to year without any penalties so it was determined during the budget process the funds would be used in the next fiscal year. Working in conjunction with the City Engineer the project defined for RMRA revenues for fiscal years 2017/18 and 2018/19 is the Del Norte project with construction beginning July 2018. Although the project will be included in the 2018/19 budget, SB 1 requires a budget amendment for 2017/18 identifying future projects providing transparency and ensuring the residents of the City of Kerman are aware of the projects proposed for funding in our community.

Annually in October reports are required identifying all RMRA projects for the upcoming fiscal year. If the reports are not filed RMRA funds are forfeited by the City.

OUTSTANDING ISSUES

None

FISCAL IMPACT

The budget amendment is required and the report must be filed by October 16th to ensure the City receives the estimated \$81,169 of revenue in fiscal year 2017/18.

PUBLIC HEARING

None Required

Attachments:

- A. Project List
- B. Capital Improvement Plan Amended
- C. Resolution

Attachment 'A'
 SB 1 Project List Form

STATE OF CALIFORNIA - CALIFORNIA TRANSPORTATION COMMISSION
 Senate Bill (SB) 1 Proposed Project List Form

Local Streets and Roads Program

Agency Name:		Agency Contact:		FY 17/18
Kerman		Tom Jones		
LoCode: 5291		(559) 846-9482 tjones@cityofkerman.org		

Summary of Proposed Project List

Project No.	Project Title	Project Description	Project Location	Estimated Completion Date (mm/dd/yyyy)		Estimated Useful Life (in years)	
				Pre-Construction	Construction	Min.	Max.
PP01	Del Norte Ave Rehabilitation	Complete Rehabilitation including removal and replacement of full depth pavement section.	On Del Norte 200' South of C Street to Kearney Blvd in Kerman, CA	06/2018	09/2018	20	35
PP02							
PP03							
PP04							
PP05							
PP06							
PP07							
PP08							
PP09							
PP10							
PP11							
PP12							
PP13							
PP14							

Attachment 'B'

CAPITAL IMPROVEMENT PLAN - AMENDED 8-29-17
STREETS - BALANCES, REVENUES, & EXPENDITURES
August 29, 2017



	16/17	17/18	18/19
BEGINNING BALANCES			
Local Transportation Funds	972,131	1,032,639	326,467
Major Streets (910)	10,696	3,133	3,771
Traffic Signals (920)	143,713	9,596	8,758
Railroad Crossings (930)	315,743	246,658	8,808
Outside Travel Lane (940)	21,997	33,467	25,235
REVENUE			
<i>Local Transportation Funds</i>			
810 - 2105 Gas Tax	84,231	83,499	83,499
820 - 2106 Gas Tax	55,670	55,231	55,231
830 - 2107 Gas Tax	108,803	107,868	107,868
840 - 2107.5 Gas Tax	3,000	3,000	3,000
950 - 2103 Gas Tax	34,580	57,518	63,270
Loan Repayment	-	16,437	16,437
960 - Road Maintenance & Rehabilitation Acct. (SB 1)	-	82,845	246,781
850 - TDA Article III	10,185	10,389	10,596
870 - TDA Article VIII	451,373	460,400	469,608
880 - Measure C	390,799	396,615	406,587
Street Sweeping	22,687	22,687	22,687
Operating Transfers In	-	-	-
Interest Income	5,975	6,095	6,216
Sub-total LTF Revenue =	1,167,303	1,304,584	1,491,782
Less Public Works Operations =	(672,092)	(685,534)	(699,245)
Available for Construction =	495,211	619,050	792,537
<i>Development Impact Fees</i>			
Major Streets DIFs	21,023	85,638	89,920
Traffic Signals DIFs	5,883	9,162	9,620
Railroad Crossings DIFs	9,731	15,150	15,908
Outside Travel Lane DIFs	11,470	17,184	18,043
EXPENDITURES			
960 - Road Maintenance & Rehabilitation Acct.			
Del Norte Ave Reconstruction - Kearney to C St. (12)	-	-	329,626
<i>Local Transportation Funds</i>			
2016 Concrete Repair Project	5,119	-	-
Local Street Maintenance/Reconstruction Projects			
2018 Reconstruction Project - Various Streets (13)		43,000	430,000
Del Norte Ave Reconstruction - Kearney to C St. (12)	-	42,000	88,314
Street Sealing Project	-	240,000	-
Median Landscaping Renovation (14)	50,000	50,000	50,000
Madera/Jensen Roundabout Gateway Monument	1,996	33,000	-
Madera Avenue Streetscape			
High Visibility Crosswalk Striping	7,025	76,000	35,000
Wayfinding Signage (15)	-	-	[20,000]
Decorative Traffic Signal - E Street (16)	-	-	[150,000]

Attachment 'C'

RESOLUTION NO. 17-__

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
AMENDING THE 2017-18 BUDGET TO INCORPORATE A LIST OF PROJECTS FUNDED BY
SB 1: THE ROAD MAINTENANCE AND REHABILITATION ACT

WHEREAS, Senate Bill 1 (SB 1), the Road Repair and Accountability Act of 2017 (Chapter 5, Statutes of 2017) was passed by the Legislature and Signed into law by the Governor in April 2017 in order to address the significant multi-modal transportation funding shortfalls statewide; and

WHEREAS, SB 1 includes accountability and transparency provisions that will ensure the residents of the City of Kerman are aware of the projects proposed for funding in our community and which projects have been completed each fiscal year; and

WHEREAS, the City must include a list of all projects proposed to receive funding from the Road Maintenance and Rehabilitation Act (RMRA) in the City budget, which must include a description and the location of each proposed project, a proposed schedule for the project's completion, and the estimated useful life of the improvement; and

WHEREAS, the City will receive an estimated \$81,169 in RMRA funding in Fiscal Year 2017-18 from SB 1; and

WHEREAS, the City used a Pavement Management System to develop the SB 1 project list to ensure revenues are being used on the most high-priority and cost-effective projects that also meet the communities priorities for transportation investment; and

WHEREAS, the funding from SB 1 will help the City maintain and rehabilitate streets and roads and add active transportation infrastructure throughout the City and many similar projects into the future; and

WHEREAS, the 2016 California Statewide Local Streets and Roads Needs Assessment found that the City's streets and roads are in a good condition and this revenue will help us increase the overall quality of our road system and over the next decade will bring our streets and roads into a very good condition; and

WHEREAS, cities and counties own and operate more than 81 percent of streets and roads in California, and from the moment we open our front door to drive to work, bike to school, or walk to the bus station, people are dependent upon a safe, reliable local transportation network; and

WHEREAS, modernizing the local street and road system provides well-paying construction jobs and boosts local economies; and

WHEREAS, the local street and road system is also critical for farm to market needs, interconnectivity, multimodal needs, and commerce; and

WHEREAS, police, fire, and emergency medical services all need safe reliable roads to react quickly to emergency calls and a few minutes of delay can be a matter of life and death; and

WHEREAS, maintaining and preserving the local street and road system in good condition will reduce drive times and traffic congestion, improve bicycle safety, and make the pedestrian experience safer and more appealing, which leads to reduce vehicle emissions helping the State achieve its air quality and greenhouse gas emissions reductions goals; and

WHEREAS, restoring roads before they fail also reduces construction time which results in less air pollution from heavy equipment and less water pollution from site run-off; and

WHEREAS, the SB 1 project list and overall investment in our local streets and roads infrastructure with a focus on basic maintenance and safety, investing in complete streets infrastructure, and using cutting-edge technology, materials and practices, will have significant positive co-benefits statewide.

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

1. The foregoing recitals are true and correct.
2. The budget for fiscal year 2017-18 is amended to incorporate the SB 1 Project List Form and Capital Improvement Plan amended for Fiscal Year 2018-19 projects to be funded with Road Maintenance and Rehabilitation Account revenues.
3. The budget for fiscal year 2017-18 is amended for discretionary spending (required Maintenance of Effort) in the amount of \$20,200.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 20th day of September, 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

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

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2017 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2018 Book Balance	Fair Value	FY to Date Interest Paid
CD's:										
Cap One NA Mclean VA	615-030525-245	1.15%	7/22/15	7/24/17	150,000.00	(150,000.00)		-	-	864.86
American Express Centurion Bank	615-030525-245	1.70%	7/26/12	7/26/17	98,000.00	(98,000.00)		-	-	826.15
Whitney Bank Gulfport MS	615-030525-245	1.20%	8/12/15	8/14/17	50,000.00	(50,000.00)		-	-	300.82
Sallie Mae Bank	615-030525-245	1.70%	8/22/12	8/22/17	150,000.00		(150,000.00)	-	-	1,264.52
Ally Bank Midvale UT CD	615-030525-245	1.25%	9/17/15	9/18/17	99,000.00			99,000.00	99,010.89	-
1st Merchants Bank	615-030525-245	1.00%	3/21/14	9/21/17	96,000.00			96,000.00	96,021.12	-
Third Federal Cleveland OH	615-030525-245	1.15%	2/21/14	11/21/17	99,000.00			99,000.00	99,082.17	564.57
Capital One Bank Glen Allen VA	615-030525-245	1.25%	1/22/15	1/22/18	100,000.00			100,000.00	100,020.00	619.86
BMO Harris BK Chicago IL	615-030525-245	1.20%	2/4/16	2/2/18	51,000.00			51,000.00	51,013.77	303.48
Bank of Baroda New York City NY	615-030525-245	1.25%	3/8/13	3/8/18	248,000.00			248,000.00	248,171.12	-
Wells Fargo Bank in SD	615-030525-245	1.10%	4/6/16	4/6/18	248,000.00			248,000.00	247,759.44	455.91
Discover Greenwood DE	615-030525-245	1.15%	4/8/15	4/9/18	98,000.00			98,000.00	97,906.90	-
Everbank CD Jacksonville FL	615-030525-245	1.10%	4/15/15	4/13/18	150,000.00			150,000.00	149,802.00	-
Rollstone Bank Fitchburg MA	615-030525-245	1.10%	4/15/15	4/16/18	248,000.00			248,000.00	247,667.68	-
American Express Centurion Bank	615-030525-245	1.15%	5/16/13	5/16/18	98,000.00			98,000.00	97,991.18	-
Morgan Stanley Salt Lake City UT	615-030525-245	1.90%	8/10/17	7/10/18	-	240,000.00		240,000.00	240,962.40	1.31
Morgan Stanley Private BK Ntl Assn NY	615-030525-245	1.90%	8/10/17	7/10/18	-	240,000.00		240,000.00	240,962.40	1.16
Compass Bank	615-030525-245	1.70%	7/31/13	7/31/18	97,000.00			97,000.00	97,209.52	817.72
American Express Salt Lake City UT	615-030525-245	1.25%	8/14/14	8/14/18	98,000.00			98,000.00	98,070.56	777.56
Franklin Synergy Bank	615-030525-245	1.10%	4/8/16	10/9/18	98,000.00			98,000.00	97,741.28	180.16
Sallie Mae Bank Salt Lake City UT	615-030525-245	1.50%	1/27/16	1/28/19	95,000.00			95,000.00	95,122.55	706.64
Goldman Sachs New York NY	615-030525-245	1.45%	2/3/16	2/4/19	48,000.00			48,000.00	48,067.20	345.14
Comenity Bank Salt Lake City UT	615-030525-245	1.25%	3/21/16	3/21/19	100,000.00			100,000.00	99,732.00	208.90
Third Federal Cleveland OH	615-030525-245	1.55%	3/26/15	3/26/19	98,000.00			98,000.00	98,294.00	-
Barclays Bank	615-030525-245	1.90%	4/15/14	4/15/19	248,000.00			248,000.00	249,478.08	-
Worlds Foremost Bank	615-030525-245	1.30%	5/26/16	5/28/19	100,000.00			100,000.00	100,216.00	217.26
BMW Salt Lake City UT	615-030525-245	1.95%	6/20/14	6/20/19	200,000.00			200,000.00	201,166.00	-
MB Financial Bank CD Chicago IL	615-030525-245	1.20%	6/20/17	6/20/19	200,000.00			200,000.00	199,782.00	534.79
Medallion Bank Salt Lake City UT	615-030525-245	1.20%	8/19/16	8/19/19	147,000.00			147,000.00	145,259.52	874.75
ST Bank of India CD Chicago IL	615-030525-245	2.15%	8/18/15	8/19/19	100,000.00			100,000.00	100,770.00	1,066.16
JPM Columbus OH	615-030525-245	1.25%	8/31/16	8/31/19	200,000.00			200,000.00	197,654.00	630.14
Discover Greenwood	615-030525-245	2.00%	9/30/15	9/30/19	100,000.00			100,000.00	100,588.00	-
Ally Bank	615-030525-245	1.30%	10/13/16	10/15/19	100,000.00			100,000.00	98,679.00	-
Cit Salt Lake City UT	615-030525-245	2.15%	11/13/14	11/13/19	100,000.00			100,000.00	100,904.00	-
Firstbank of Puerto Rico Santurce	615-030525-245	1.70%	1/31/17	1/31/20	53,000.00			53,000.00	52,919.44	153.04
Firstbank of Puerto Rico Santurce	615-030525-245	1.65%	2/28/17	2/28/20	196,000.00			196,000.00	195,396.32	540.48
Synchrony Draper UT	615-030525-245	1.95%	3/13/15	3/13/20	150,000.00			150,000.00	150,769.50	-
Goldman Sachs Bank NY	615-030525-245	1.90%	5/17/17	5/18/20	98,000.00			98,000.00	98,230.30	-
Comenity Bank Jumbo Formerly World Fi	615-030525-245	2.10%	6/10/15	6/10/20	200,000.00			200,000.00	202,484.00	701.92
Amex Centurion Salt Lake City Ut	615-030525-245	2.30%	6/24/15	6/24/20	52,000.00			52,000.00	52,244.40	-
Capital One Bank Glen Allen VA	615-030525-245	2.20%	6/24/15	6/24/20	46,000.00			46,000.00	46,216.66	-
Capital One NA Mclean VA	615-030525-245	2.30%	8/12/15	8/12/20	97,000.00			97,000.00	98,256.15	1,106.33
Capital One Bank Glen Allen VA	615-030525-245	1.55%	11/16/16	11/16/20	96,000.00			96,000.00	95,068.80	-
Everbank CD Jacksonville FL	615-030525-245	2.05%	3/29/17	3/29/21	98,000.00			98,000.00	98,600.74	-
Amex Express bank, FSB Ut	615-030525-245	2.25%	5/17/17	5/17/21	150,000.00			150,000.00	151,048.50	-
Capital One NA Mclean VA	615-030525-245	2.05%	7/26/17	7/26/21	-	150,000.00		150,000.00	150,949.50	-
Amex Centurion Salt Lake City Ut	615-030525-245	2.10%	8/15/17	8/16/21	-	50,000.00		50,000.00	49,957.00	-
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	-	98,000.00		98,000.00	98,332.22	-
	Average Rate	1.62%								
Subtotal - CD's					5,348,000.00	480,000.00	(150,000.00)	5,678,000.00	5,685,578.31	14,063.83
Total CD's					5,348,000.00	480,000.00	(150,000.00)	5,678,000.00	5,685,578.31	14,063.83



City of Kerman

"Where Community Comes First"

MAYOR
Ronda Armstrong
COUNCIL MEMBER
Michele Arvance
MAYOR PRO-TEM
Gary Yep
COUNCIL MEMBER
Raj Dhaliwal
COUNCIL MEMBER
Espí Sandoval

DEPARTMENT: PARKS AND RECREATION
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: SEPTEMBER 20, 2017

To: Mayor and City Council
From: Philip Gallegos, Parks, Recreation and Community Services Director
Subject: Kerman Home Town Hero Award Program

RECOMMENDATION

City Council provide input and approve guidelines and application establishing the criteria for the Home Town Hero Award Program.

DISCUSSION

The City of Kerman Recreation Commission has established the "Home Town Hero" program as a means to provide official recognition from the City for those individuals who, through their selfless efforts, contribute in some significant manner to the quality of life in the community and/or to community betterment and the advancement of community goals and vision.

The award program is an ongoing process with nominations and recipients being recognized throughout the year. Award recipients will be presented with a certificate from the City in recognition of their specific deeds, actions or contributions to the Kerman community which falls within these categories. The categories are:

Residents, Neighborhood and Community Groups - This category recognizes the contribution of volunteers who work towards improving local neighborhoods and make a positive impact on the community in general. Category examples include individuals who assist in beautification projects, rebuilding parks, public safety initiatives, neighborhood watch programs, clean-up projects, and graffiti removal.

Social and Community Service - This category recognizes the contribution of individuals who have impacted the community at a social and community service level. Volunteers promote Kerman through their caring actions and outstanding acts of humanitarianism. Category examples include residents who assist in working with seniors, individuals with disabilities, social care, family services, health care and public safety.

Arts, Culture and Heritage - This category recognizes the contribution of volunteers who work towards the continuing development of Kerman as a city that recognizes and promotes the arts, culture, and the preservation of our city's heritage. Category examples include volunteers who assist in the visual and performing arts, music, theater, dance, and historical preservation.

Youth, Sports and Recreation - This category recognizes individuals who demonstrate their involvement and commitment to Kerman's youth through the development, sports and sporting organizations. Sports and recreational activities enhance the quality of physical activity in Kerman. Category examples include volunteers who assist in mentoring, coaching and/or promoting healthy lifestyles.

Noteworthy Citizen Action - In recognition of act/acts of a private citizen which are above and beyond the normal responsibilities of citizens and that result in a positive event or outcome of benefit to the community. Such actions include acts of heroism, significant donations of financial resources to fund community programs or projects and other humanitarian acts.

Young Volunteer - This category recognizes volunteer activity done by individuals under the age of 25. Volunteer contributions can be completed in any of the above categories.

In addition to the award recipient receiving an award from the City, a special plaque will be placed on display in City Hall with an engraved name plate of each recipient of the Home Town Hero Award. The City would also highlight award recipients on the City's website and through other resources including print and social media sites.

Nominations for the Home Town Hero Award program must submit an application to City Hall. The application will include the following information:

- Ø Nominee's full name and address
- Ø Home and business telephone number
- Ø Nominee's occupation and/or title
- Ø Name of the nominating person/persons
- Ø Detailed examples of the nominee's contributions to the Kerman community using the criteria listed above.
- Ø One to three letters of support for the nominee from members of the community. (optional)

Eligibility for the Home Town Hero Award is not limited to residents of the community. Any non-resident whose actions meet the above criteria in any of the award categories is eligible to receive the award.

Nominations will be reviewed by the Kerman Recreation Commission as they are received. Recipients of the Home Town Hero Award will be officially recognized at a City Council meeting, where they will be presented their certificates by the Mayor and City Council.

The Home Town Hero Program Guidelines and Application was presented to the Recreation Commission for consideration at the August 30th, 2017 meeting. After discussion and a few minor revisions the Commission, by motion, formally approved the Kerman Home town Hero Program.

FISCAL IMPACT

The cost to implement and operate the program should be manageable to administer. Projected costs might include graphic design, printing and outreach, which would be done in-house. The actual awards and perpetual plaque cost would be covered through department budgets and/or donation.

Attachments:

- A. Home Town Hero Program Guidelines and Application

Attachment 'A'



City of Kerman Home Town Hero Program

Adopted by Kerman City Council
September 20, 2017
Amended on

Contact Information:

City of Kerman
Parks, Recreation and Community Services Department
Philip Gallegos, Director, Parks, Recreation and Community Services
pgallegos@cityofkerman.org
559-846-9328

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Awards Presentation	4
Commitment.....	4

Purpose

Celebrating volunteerism and individuals in the community, exemplifying Kerman as a place where “Community Comes First”

Mission

The City of Kerman Recreation Commission has established the "Home Town Hero" program as a means to provide official recognition from the City for those individuals who, through their selfless efforts, contribute in some significant manner to the quality of life in the community and/or to community betterment and the advancement of community goals and vision.

Award Categories

Residents, Neighborhood and Community Groups - This category recognizes the contribution of volunteers who work towards improving local neighborhoods and make a positive impact on the community in general. Category examples include individuals who assist in beautification projects, rebuilding parks, public safety initiatives, neighborhood watch programs, clean-up projects, and graffiti removal.

Social and Community Service - This category recognizes the contribution of individuals who have impacted the community at a social and community service level. Volunteers promote Kerman through their caring actions and outstanding acts of humanitarianism. Category examples include residents who assist in working with seniors, individuals with disabilities, social care, family services, health care and public safety.

Arts, Culture and Heritage - This category recognizes the contribution of volunteers who work towards the continuing development of Kerman as a city that recognizes and promotes the arts, culture, and the preservation of our city’s heritage. Category examples include volunteers who assist in the visual and performing arts, music, theater, dance, and historical preservation.

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Noteworthy Citizen Action - In recognition of act/acts of a private citizen which are above and beyond the normal responsibilities of citizens and that result in a positive event or outcome of benefit to the community. Such actions include acts of heroism, significant donations of financial resources to fund community programs or projects and other humanitarian acts.

Young Volunteer - This category recognizes volunteer activity done by individuals under the age of 25. Volunteer contributions can be completed in any of the above categories.

Qualifying Nominations

Nominations for the Home Town Hero Award program must submit an application to City Hall. The award program is an ongoing process with nominations and recipients being recognized throughout the year. Nominations will be reviewed by the Kerman Recreation Commission as they are received.

The application will include the following information:

- Ø Nominee's full name and address
- Ø Home and business telephone number
- Ø Nominee's occupation and/or title
- Ø Name of the nominating person/persons
- Ø Detailed examples of the nominee's contributions to the Kerman community using the award categories.
- Ø One to three letters of support for the nominee from members of the community. (optional)

Eligibility for the Home Town Hero Award is not limited to residents of the community. Any non-resident whose actions meet the above criteria in any of the award categories is eligible to receive the award.

Awards Presentation

Recipients of the Home Town Hero Award will be officially recognized at a City Council meeting, where they will be presented their certificates by the Mayor and City Council. In addition to the award certificate, a special plaque will be placed on display in City Hall with an engraved name plate of each recipient of the Home Town Hero Award.

Commitment

Our commitment is to value, support and promote the outstanding individuals and volunteers who have made a significant contribution in the Kerman community.



Home Town Hero Award Nomination

Individual Nominee Information	
Name of Individual	
Street Address	
City, State, Zip Code	
Phone Number	
Email	
Average Volunteers Hours during the last 12 months	
Type/Scope of Volunteer Work	
Please provide details about the nominee’s activities, achievements and contributions.	
Please provide details about the difference the nominee has made in the community.	
Please explain the reasons why the nominee deserves the Volunteer Award.	

Reference	
<i>In order to qualify for consideration, a nominee must have one reference that may be contacted to verify the scope/extent of the nominee's volunteer activities. The reference should be familiar with the accomplishment(s) for which the volunteer is being nominated. This may not include the nominator, the nominee or any person related to the nominee.</i>	
Name of Reference	
Street Address	
City, State, Zip Code	
Phone Number	
Email	
Nominator	
Name of Reference	
Street Address	
City, State, Zip Code	
Phone Number	
Email	
Position/Firm or Agency	
Signature	
Date	

Submit completed nomination forms to:
 City of Kerman – Parks, Recreation & Community Services
 Attn: Home Town Hero Awards
 850 S. Madera Ave
 Kerman, CA 93630
 Email: pgallegos@cityofkerman.org



City of Kerman

"Where Community Comes First"

MAYOR
Ronda Armstrong
COUNCIL MEMBER
Michele Arvance
MAYOR PRO-TEM
Gary Yep
COUNCIL MEMBER
Raj Dhaliwal
COUNCIL MEMBER
Espí Sandoval

DEPARTMENT: PARKS AND RECREATION
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: SEPTEMBER 20, 2017

To: Mayor and City Council
From: Philip Gallegos, Parks, Recreation and Community Services Director
Subject: Armed Forces Honor Banner Program

RECOMMENDATION

Staff recommends that the City Council

1. Provide input and approve the Armed Forces Honor Banner Program Designs.
2. Appropriate \$600 for program startup and banners from reserves to Armed Forces Honor Banner account.

BACKGROUND

Kerman City Council and its residents have a long-standing high regard for those who serve, or have served, in our country's armed forces. Seeing a need to recognize our local residents serving in the Armed Forces, on September 6, 2017, City Council approved and endorsed the Armed Forces Honor Banner Program & Guidelines. The Kerman Armed Forces Honor Banner Program will honor men and women who are actively serving and those who have served in the United States Armed Forces (Army, Navy, Marines, Air Force, National Guard & Coast Guard). Banners will recognize an individual's service on one of the City's many light poles along a section of Madera Ave; future expansion would include Whitesbridge Ave. Council directed staff to bring back updated banner designs for council consideration and approval.

DISCUSSION

The top two banners chosen from the Recreation Commission and Steering Committee review were presented for Council's consideration at the September 6th meeting. However, both groups recommended changes to these banners and the updated banners are presented tonight. The updated design of the banners (Attachment A) incorporates various elements such as a patriotic theme, individual acknowledgement, and the City's gratitude. The Committee is recommending using both banners for the Kerman program. One banner would represent active duty services personnel, with the second banner for veterans who have served our country in the United States Armed Forces.

The Steering Committee is recommending Street Décor, Inc. to produce the banners. Street Décor also supplies banners for the Sanger program. The Public Works Department has agreed to install and take down banners. The total cost to display each customized military banner is \$134.00. This low cost allows us and our community to support our troops and their families. The Steering Committee is recommending a \$150 fee for each banner. The additional \$16.00 will be used for hardware replacement.

The first phase will begin immediately with the light poles on Madera Ave in the downtown area. A campaign will immediately begin seeking participants. The steering committee is planning to promote the program at the Harvest Festival Parade and Fair.

FISCAL IMPACT

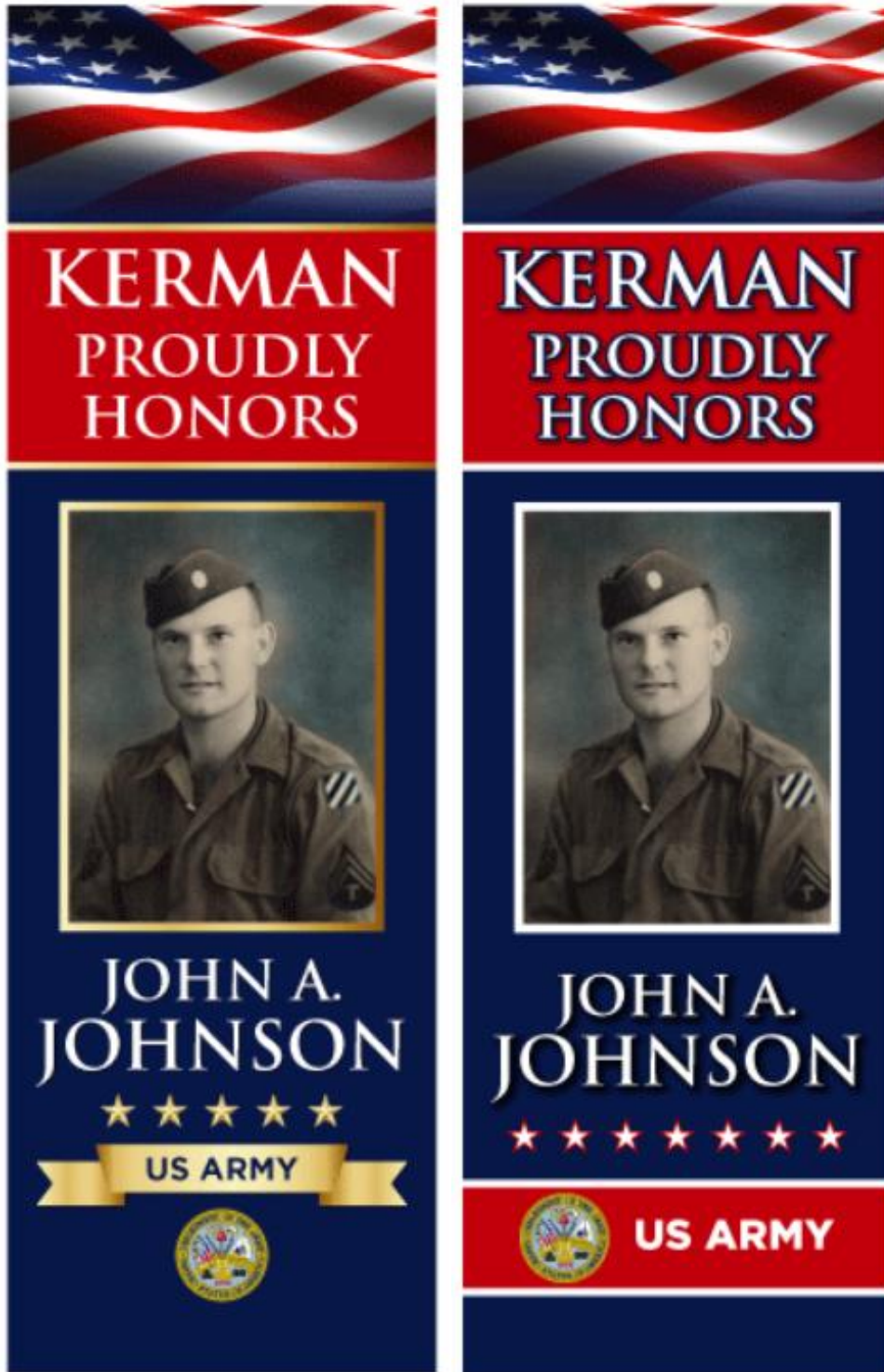
Customized military street banners will be funded through private donations. Banners may be sponsored by individuals or organizations. The cost of each banner is \$150.00. The Steering Committee will be responsible for securing all funding for the banners. The Committee is requesting Council be the first to support the new banner program by appropriating \$600 for startup and banners from reserves to Armed Forces Honor Banner account. Local military and civic groups have expressed interest in helping to sponsor families including those that could not afford this cost. The committee's goal is to have all banner paid through donations and sponsors.

Attachments:

A. Banner Design

Attachment 'A'

Kerman Armed Forces Honor Banner Designs





City of Kerman

"Where Community Comes First"

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

DEPARTMENT: ADMINISTRATION
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: SEPTEMBER 20, 2017

To: Mayor and City Council
From: John Kunkel, City Manager
Subject: Update on Ordinance Revisions

RECOMMENDATION

Informational only.

EXECUTIVE SUMMARY

Staff has been working with the City Attorney on updating our City ordinances. We will be bringing those to Council in the near future. These ordinances will enable the City to be more proactive in such matters as enforcing the brooding up and appearance of abandoned residences, abatement of abandoned vehicles, etc.

Staff is looking at several options that will enable the City to go from a complaint generated enforcement process to an observed process. The goal of the program is compliance not punitive. We feel that educating the public in understanding what is allowed and what is not is our primary goal.

The program should result in higher citizen satisfaction in quality of life issues in our City.

The following ordinances and resolution are being revised and drafted by staff and the city attorney. Below is a summary from the city attorney.

1. A Public Nuisance & Abatement Ordinance.

- This ordinance provides a greater detail as to what constitutes a public nuisance. The list is quite detailed.
- It provides City with option on sending a courtesy notice depending on the circumstances.
- It provides City the ability to proceed with Notice & Order Process and Abatement process as well as emergency process.
- It addresses violations under uniform housing and substandard buildings codes and zoning ordinance violations.
- It addresses any violations deemed a violation under another KMC provision. For example, water waste is now addressed under another proposed Water Conservation Ordinance.

- Note, see Section 8.28.050 A.23. I am leaving 8.08 on weed abatement as is since the City's annual weed abatement process is working thereunder. However, weeds and waste can also be addressed under this new ordinance.
2. A Vacant Blighted Building Ordinance.
 - This ordinance is in the packet presented for the Public Nuisance Ordinance. It addresses recent issues encountered by staff.
 - It requires registration of vacant buildings (note, the current ordinance only addresses vacant buildings under foreclosure); maintenance of property, and a violation is deemed a public nuisance.
 3. A code enforcement remedies and procedures ordinance.
 - This ordinance establishes that the City is authorized to enforce the Kerman Municipal Code by civil, administrative citations and criminal code procedures.
 - The current code leads to confusion as it uses the term "infraction" for both criminal violations and civil fines.
 - The proposed Code Enforcement Remedies and Procedures Ordinance clarifies that it applies to both civil enforcement through Notice & Order, or Administrative Penalties, criminal code enforcement, and prosecution by City Attorney.
 4. An administrative hearing procedures ordinance.
 - Due process factors into the various enforcement mechanisms. In the past many city councils conducted code enforcement hearings. However, over the last few years, case law has developed in a manner that necessitates the utilization of independent hearing officers to conduct the hearings.
 - For example, if the City Attorney works with staff on a code enforcement matter and an appeal is requested, the City Attorney may not represent staff before the City Council hearing because the City Attorney is legal advisor.
 - This ordinance meets the legal requirements for due process and administrative hearings.
 5. A cost recovery and penalties ordinance.
 - This ordinance places the responsibility of costs borne by the City in code enforcement on those persons responsible for violating the Municipal Code or state law.
 - The ordinance allows the City to recover costs and penalties from persons responsible for creating, causing, committing or maintaining a public nuisance or Code or state law violation.
 - The cost may be a lien or special assessment on the subject property and/or a personal obligation of the person responsible.

6. Establishing a Community Services Support Criteria

- Each year Council adopts a budget for Community, Employee and Public Relations. This budget is for requests for funding from individuals, nonprofit organizations, and schools for activities, programs, and events that benefit and enhance the community, as well as employee and City relations.
- Criteria needs to be established as well as a process for permissible use of Community Service Funding including a Request Form.
- Properly completed request forms will be submitted to the City Council for consideration.

FISCAL IMPACT

Approximately \$2,000 primarily for publications of ordinances. Code enforcement ordinances can be packaged to minimize publication costs.

PUBLIC HEARING

None