

## Table of Contents

Agenda . . . . .	2
Minutes	
December 6, 2017 . . . . .	6
Payroll	
Payroll/Overtime . . . . .	9
Warrants	
Accounts Payable. . . . .	13
Resolution Approving First Amendment to Land Lease Agreement between the City and E & R Ranch	
Staff Report - E & R Ranch Agreement. . . . .	23
Resolution Approving Renewal of Land Lease Agreement Between the City of Kerman and David Bufkin for Approximately 38 Acres of Land Located at 1020 South Siskiyou	
Staff Report - Bufkin Lease . . . . .	28
Monthly Investment Report Ending November 30, 2017	
Monthly Investment Report . . . . .	37
Consider Transition to District-Based Elections	
Staff Report - District Elections . . . . .	39
Award of Contract for Double L Mobile Ranch Park Water Main Jack & Bore Thompson Extension Channel Crossing to JT2 Inc., dba Todd Companies	
Staff Report - Thompson Extension Channel Jack & Bore. . . . .	47



**AGENDA**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**Wednesday, December 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

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

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### OPENING CEREMONIES

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

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

- Pledge of Allegiance – City Clerk

### AGENDA APPROVAL/ADDITIONS/DELETIONS

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

#### 1. PRESENTATIONS/CEREMONIAL MATTERS

- A. VFW Presentation of the MIA POW Flag (MR)

### 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: [December 6, 2017](#)

### B. SUBJECT: Payroll

Report: 11/19/2017 - 12/02/2017: \$146,443.15; Retro Pay & Other: \$3,193.63; Overtime: \$2,583.38; Holiday at 1/2 Time: \$2,961.99; Standby: \$977.24; Comp Time Earned: 30.75; Uniform Pay: \$6,350.00; Holiday Pay: \$20,917.93.

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime](#)

### C. SUBJECT: Warrants

1. Nos. 12532 - 12615 \$193,493.56
2. Excepting - Sebastian #12566 \$425.26

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

ATTACHMENTS: [Accounts Payable](#)

### D. SUBJECT: Resolution Approving First Amendment to Land Lease Agreement between the City and E & R Ranch (PG)

RECOMMENDATION: Council by motion adopt resolution approving First Amendment to the Agricultural Lease Renewal of Real Property Agreement between the City and E & R Ranch of 15.2 acres located at the north east corner of California and Goldenrod and authorizing the City Manager to sign the First Amendment on behalf of the City.

ATTACHMENTS: [Staff Report - E & R Ranch Agreement](#)

### E. SUBJECT: Resolution Approving Renewal of Land Lease Agreement Between the City of Kerman and David Bufkin for Approximately 38 Acres of Land Located at 1020 South Siskiyou (JK)

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

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

F. SUBJECT: Monthly Investment Report Ending November 30, 2017 (JA)

RECOMMENDATION: Council accept the Monthly Investment Report as presented

ATTACHMENTS: [Monthly Investment Report](#)

3. PUBLIC HEARINGS

None

4. DEPARTMENT REPORTS

A. SUBJECT: Consider Transition to District-Based Elections (HCM)

RECOMMENDATION: Council by motion:

1. Adopt a resolution declaring the City Council's intent to transition from at-large to district-based elections, outlining specific steps to be undertaken to facilitate the transition, and estimating a time frame for action. This recommendation is made due to the extraordinary costs to successfully defend against a CVRA lawsuit and the fact that it appears no public agency has prevailed against a CVRA lawsuit.
2. Approve contract with demographer firm to assist City in the transition to district-based elections.

ATTACHMENTS: [Staff Report - District Elections](#)

B. SUBJECT: Award of Contract for Double L Mobile Ranch Park Water Main Jack & Bore Thompson Extension Channel Crossing to JT2 Inc., dba Todd Companies (JJ)

RECOMMENDATION: Council by motion adopt resolution awarding the Double L Mobile Ranch Park Water Main Jack & Bore Thompson Extension Channel Crossing to JT2 Inc., dba Todd Companies in the amount of \$82,836.00 and authorize the city manager to sign the agreement.

ATTACHMENTS: [Staff Report - Thompson Extension Channel Jack & Bore Contract](#)

C. SUBJECT: Reschedule or Cancellation of January 3, 2018 meeting (MR)

RECOMMENDATION: Council consider rescheduling or cancellation of the January 3, 2018 meeting due to the New Year holiday.

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

7. CLOSED SESSION

A. Government Code Section 54957 Public Employee Evaluation: City Manager

COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN

8. ADJOURNMENT

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

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

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**MINUTES**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**Wednesday, December 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

<p>Present: Mayor Armstrong (RA), Mayor Pro Tem Gary Yep (GY), Michele Arvance (MA), Raj Dhaliwal (RD), Espi Sandoval (ES)          Absent: None          Also Present: City Manager Kunkel, City Attorney Cantú, Chief of Police, Lieutenant, Community Services Director, Public Works Director, City Engineer, Assistant Planner, Senior Accountant</p>	<p>Voting: Yes, No, Absent (Abstain or Recuse if needed)</p>
<p><b>OPENING CEREMONIES</b></p> <ul style="list-style-type: none"> <li>• Welcome – Mayor</li> <li>• Call to Order</li> <li>• Roll Call</li> <li>• Invocation</li> <li>• Pledge of Allegiance – City Clerk</li> </ul>	<p>All present          City Clerk          Performed</p>
<p><b>AGENDA APPROVAL/ADDITIONS/DELETIONS</b></p>	<p>Approved GY/RD (5-0-0)</p>
<p><b>1. PRESENTATIONS/CEREMONIAL MATTERS</b></p> <p>A. Swearing In of Officer Linda Ledezma (JKB)</p>	<p>Performed</p>
<p><b>REQUEST TO ADDRESS COUNCIL</b></p>	<p>None</p>
<p><b>2. CONSENT CALENDAR</b></p> <p>A. <u>SUBJECT</u>: Minutes  <u>RECOMMENDATION</u>: Council approve minutes as presented.</p> <p>B. <u>SUBJECT</u>: Payroll          Report: 11/05/17 - 11/18/2017: \$147,106.49  <u>RECOMMENDATION</u>: Council approve payroll as presented.</p> <p>C. <u>SUBJECT</u>: Warrants          1. Nos. 12353-12453 \$938,084.85    2. Excepting: # 12384 \$2,884.73  <u>RECOMMENDATION</u>: Council approve warrants and electronic bank transfers as presented. (Pursuant to Government Code 37208)</p>	<p>RA recuse from 2.C2 Approved excepting 2.C2 and moving 2.D to next meeting.          GY/RD (5-0-0)</p> <p>Approved 2.C2          GY/RD (4-0-1) RA</p>

<p>D. <u>SUBJECT</u>: Resolution Approving First Amendment to Land Lease of 15.2 Acres Between the City and E &amp; R Ranch (PG)</p>	<p>Moved to next meeting</p>
<p><u>RECOMMENDATION</u>: Council by motion adopt resolution approving first amendment to the, land lease of 15.2 acres located at the north east corner of California and Goldenrod and authorize the City Manager to sign the agreement on behalf of the City.</p>	
<p>E. <u>SUBJECT</u>: Second Reading for Ordinance Adding Chapter 17.98 to the Kerman Municipal Code Relating to Expediting Permitting Procedures for Electric Vehicle Charging Stations in all Zone Districts (OP)</p>	
<p><u>RECOMMENDATION</u>: Council by motion, waive second reading and adopt ordinance amending Title 17, Adding Chapter 17.98 relating to expediting permitting procedures for electrical vehicle charging stations in all zone districts.</p>	<p>Ord 17-04</p>
<p>3. PUBLIC HEARINGS</p>	<p>None</p>
<p>4. DEPARTMENT REPORTS</p>	
<p>A. <u>SUBJECT</u>: Resolution Appointing Members to the Planning Commission and Announcement of Votes (MR)</p>	<p>Approved GY/RD (5-0-0)</p>
<p><u>RECOMMENDATION</u>: Council by motion adopt resolution appointing three applicants to the Planning Commission; two for three-year terms ending December 31, 2020 and one to fill an unexpired term ending December 31, 2018.</p>	<p>Res 17-63</p>
<p>B. <u>SUBJECT</u>: Resolution Awarding Professional Consulting Services for Professional Polling/Public Opinion Research Services (JK)</p>	<p>Approved ES/RD (4-1-0) MA</p>
<p><u>RECOMMENDATION</u>: Council by motion adopt resolution awarding professional consulting services to True North Research, Inc.</p>	<p>Res 17-64</p>
<p>C. <u>SUBJECT</u>: Resolutions Approving Final Maps, Subdivision Agreements, and Annexation into Landscaping and Lighting District No. 1 for Tract No. 5832 and Tract No. 5921 (JJ)</p>	
<p><u>RECOMMENDATION</u>: Council:</p>	
<p>1. Adopt resolution approving Final Map, Subdivision Agreement, and annexation into Landscaping and Lighting District No. 1 for Tract No. 5832 and authorizing the Mayor to sign the Subdivision Agreement.</p>	
<p>2. Adopt resolution approving Final Map, Subdivision Agreement, and annexation into Landscaping and Lighting District No. 1 for Tract No. 5921 and authorizing the Mayor to sign the Subdivision Agreement.</p>	<p>Approved GY/RD (5-0-0)</p>
	<p>Res 17-65</p>
	<p>Res 17-66</p>

D. SUBJECT: Legal Services Agreement with SL Environmental Group Relating to 1,2,3-Trichloropropane (TCP) Litigation (HCM)

RECOMMENDATION: If Council wishes to proceed with litigation on a contingent fee basis with SL Environmental Law Group PC, it is recommended Council approve a Legal Services Agreement with SL Environmental Group Relating to 1,2,3-Trichloropropane (TCP) Litigation

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

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

A. Pageantry of Lights Parade – Saturday, December 9, 6 p.m.

7. CLOSED SESSION

8:15 p.m.

A. Government Code Section 54957 Public Employee Evaluation: City Manager

No reportable  
action

B. Government Code Section 54956.9(d) (2) Conference with Legal Counsel - Significant Exposure to Litigation: One Case: Letter received 11/15/17 from attorney Kevin I. Shenkman of the Shenkman & Huges Inc. law firm alleging Violation of California Voting Rights Act.

GY/RD Approved  
(5-0-0) Initiate  
process to district  
election and issue  
informal RFP.  
Approval of firm at  
the December 20,  
2017 meeting.

COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN

10:19 p.m.

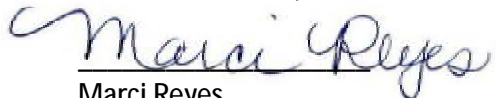
8. ADJOURNMENT

10:20 p.m.

MINUTES CERTIFICATION

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

Date: December 7, 2017



Marci Reyes  
City Clerk



# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: November 19, 2017 - December 02, 2017

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<b>ADMINISTRATION</b>										
Alvarez, Josefina	\$ 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	\$ 2,277.79	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,277.79	-
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	\$ 1,277.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,277.15	-
Nazaroff, Helen	\$ 2,382.00	\$ 1,012.35	-	\$ -	-	\$ -	-	\$ -	\$ 3,394.35	-
Reyes, Marcia	\$ 2,851.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,851.38	-
<b>TOTAL</b>	<b>\$ 26,044.18</b>	<b>\$ 1,012.35</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 27,056.53</b>	<b>-</b>
<b>REC/SOCIAL</b>										
Arredondo, Barbara	\$ 1,580.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,580.75	-
Arredondo, Marissa	\$ 341.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 341.00	-
Ayala, Adrien	\$ 154.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 154.00	-
Ayala, Mariah	\$ 85.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 85.25	-
Burdine-Slaven, Jeanna	\$ 1,811.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,811.54	-
Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	-
Gonzalez, Jose Felix	\$ 1,920.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,920.62	-
Hurlbert, Ronald	\$ 322.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 322.00	-
Johnson, Theresa	\$ 1,974.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,974.54	-
LeBlanc, Noah	\$ 165.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 165.38	-
Lujan, Vanessa	\$ 650.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 650.00	-
Lujan, Darian	\$ 451.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 451.00	-
Negrete, Dean	\$ 520.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 520.00	-
Salvador, Mark	\$ 2,298.68	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,298.68	-
Sidhu, Nirmal	\$ 1,697.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,697.08	-
Silva, Jessica	\$ 546.38	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 546.38	-
Villalobos, Stacey	\$ 149.63	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 149.63	-
Villarreal, Arlene	\$ 1,594.62	\$ 319.85	-	\$ -	-	\$ -	-	\$ -	\$ 1,914.47	-
<b>TOTAL</b>	<b>\$ 19,997.21</b>	<b>\$ 319.85</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 20,317.06</b>	<b>-</b>
<b>POLICE</b>										
Antuna, Eric	\$ 2,643.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,643.23	-
Antuna, Miguel	\$ 2,017.20	\$ -	-	\$ -	24.00	\$ 288.17	-	\$ -	\$ 2,305.37	5.25
Barbosa, Isaias	\$ 2,559.36	\$ -	-	\$ -	24.00	\$ 365.98	-	\$ -	\$ 2,925.34	1.50
Barcoma, Wilbert	\$ 3,224.28	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,224.28	-
Belding, Jeff	\$ 2,996.38	\$ 820.25	-	\$ -	-	\$ -	1.25	\$ 11.15	\$ 3,827.77	7.50
Blohm, Joseph	\$ 4,686.47	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,686.47	-
Chapman, Tom	\$ 2,559.51	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,559.51	-
Cubillos, Theresa	\$ 2,223.87	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,223.87	-
Davis, Jeff	\$ 3,224.28	\$ -	-	\$ -	24.00	\$ 460.61	-	\$ -	\$ 3,684.89	-
El-Helou, Erika	\$ 2,437.65	\$ -	4.18	\$ 179.34	24.00	\$ 348.24	-	\$ -	\$ 2,965.23	-
Francone, Kevin	\$ 1,874.01	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,874.01	-
Gallegos, Eric	\$ 1,092.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,092.00	-
Godfrey, Kyle	\$ 1,379.28	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,379.28	-
Golden, John	\$ 3,787.27	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,787.27	-
Ledezma, Linda	\$ 1,921.17	\$ -	2.00	\$ 68.61	-	\$ -	-	\$ -	\$ 1,989.78	-
Lehman, Dustin	\$ 2,169.62	\$ -	-	\$ -	18.00	\$ 232.46	-	\$ -	\$ 2,402.08	-
Lopez, Matt	\$ 512.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 512.00	-
Madruga, Ron	\$ 2,559.51	\$ -	3.00	\$ 137.12	8.00	\$ 121.88	-	\$ -	\$ 2,818.50	-
Mendoza, Sandra	\$ 2,643.23	\$ -	-	\$ -	24.00	\$ 377.60	-	\$ -	\$ 3,020.83	-



# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: November 19, 2017 - December 02, 2017

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME HOURS	OVERTIME AMOUNT	HOLIDAY at 1/2 TIME HOURS	HOLIDAY at 1/2 TIME AMOUNT	STANDBY HOURS	STANDBY AMOUNT	GROSS SALARY	COMP TIME EARNED
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<u>POLICE</u>	<u>UNIFORM PAY</u>
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
El-Helou, Erika	\$ 275.00
Francone, Kevin	\$ 275.00
Golden, John	\$ 275.00
Ledezma, Linda	\$ 275.00
Lehman, Dustin	\$ 275.00
Madruga, Ron	\$ 275.00
Mendoza, Sandra	\$ 275.00
Nelson, Christopher J	\$ 275.00
Ramirez, Donald	\$ 275.00
Raigoza, Ray	\$ 275.00
Rodrigues, Mary	\$ 275.00
Seroka, Dylan	\$ 275.00
Tiwana, Manpreet	\$ 275.00
Valdovinos, Jose	\$ 275.00
<b>TOTAL</b>	<b>\$ 6,350.00</b>

<u>POLICE</u>	<u>HOLIDAY PAY</u>
Antuna, Eric	\$ 1,139.01
Antuna, Miguel	\$ 937.16
Barbosa, Isaias	\$ 1,139.01
Barcoma, Wilbert	\$ 1,497.92
Belding, Jeff	\$ 1,358.91
Chapman, Tom	\$ 1,139.01
Cubillos, Theresa	\$ 1,033.21
Davis, Jeff	\$ 1,497.99
El-Helou, Erika	\$ 1,084.80
Francone, Kevin	\$ 892.47
Ledezma, Linda	\$ 535.48
Lehman, Dustin	\$ 1,033.21
Madruga, Ron	\$ 1,139.01
Mendoza, Sandra	\$ 1,139.01
Nelson, Christopher J	\$ 1,497.99
Raigoza, Ray	\$ 892.47
Seroka, Dylan	\$ 984.00
Tiwana, Manpreet	\$ 1,084.80
Valdovinos, Jose	\$ 892.47
<b>TOTAL</b>	<b>\$ 20,917.93</b>

**CITY OF KERMAN**  
**OVERTIME SUPPLEMENTAL PAYROLL REPORT**  
**PAY PERIOD 11/19/17-12/2/17**

**POLICE DEPARTMENT**

**Overtime Categories - Number of Hours**

Regular Overtime	ACT	Shift Coverage	SID	Training	Avoid the 21 Grant	Special Events	Total
7	3	16.18		4			30.18

(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
5.5	1	2	0	6.5	6	21

**DOUBLE TIME: (Sunday)**

1	10	0	0	0	12	23
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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 74.18

**Total Hours (All Departments)** 74.18

**POLICE DEPARTMENT:**

- Regular Overtime – 2 hrs - late arrests, 2 hrs transporting, 3 hrs for call out
- Shift Coverage – 16.18 hrs - shift coverage due to officers being out on vacation, or called in sick
- Special Investigation Division (SID) – Special police action is required such as a search warrant, surveillance, and other crime patterns, etc.
- Training – 4 hrs - SID training
- ACT – 3 hrs - Investigations
- Special Events -

**PUBLIC WORKS DEPARTMENT:**

- Water Service - 5.5 hrs OT & 1 hr DT - shut-off and turn-on of service, all water related emergencies
- Sewer Emergencies 1 hr OT & 10 hrs DT - SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related issues)
- Animal Control -2 hrs OT - vicious or dead animals. (not normally used for stray animals)
- Special Events -
- Other - 6.5 hrs OT - Paving Kearney/Vineland, Decorating Kanami Tree, Picked up Metal on 180/145
- Call Back -
- On-Call Duties - 6 hrs OT & 12 hrs DT - reading and recording flow meters on wells and sewer plant; feed and clean kennels, verify WWTP running effectively, etc. OT is for two weekends and/or any holidays.

**COMMUNITY SERVICES DEPARTMENT**

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

**FINANCE / PLANNING DEPARTMENTS**

- Regular Overtime - Only as needed.
- Utility Billing - Completed on the 1st of each month.
- Payroll - Completed bi-weekly.
- Dog Clinic - Once a year clinic held after business hours.
- Year-End Audit - Completed over a period of time at the end of each fiscal year.

# Accounts Payable

## Checks by Date - Detail by Check Number

User: jcamacho  
 Printed: 12/13/2017 11:35 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12532	10814	ACCELA INC #774375	12/07/2017	
	INV-ACC36150	FIN - MONTHLY WEB PAYMENTS NOV 2017		342.36
	INV-ACC36150	FIN - MONTHLY WEB PAYMENTS NOV 2017		51.35
	INV-ACC36150	FIN - MONTHLY WEB PAYMENTS NOV 2017		188.29
Total for Check Number 12532:				582.00
12533	11387 11302017	LUISA AGUIRRE REC - INSTRUCTOR FEE ZUMBA NOVEMB	12/07/2017	556.50
Total for Check Number 12533:				556.50
12534	11386 11302017	IMELDA ALEJANDRE REC - INSTRUCTOR FEE ZUMBA NOV 2017	12/07/2017	35.00
Total for Check Number 12534:				35.00
12535	11389 12012017	ARMANDO VALDOVINOS PD - 21 NAVY TSHIRTS FOR SHOP WITH A C	12/07/2017	230.50
Total for Check Number 12535:				230.50
12536	10056	BOGIE'S PUMP SYSTEMS SWR - HOMA PUMP FOR SCREWPRESS	12/07/2017	5,776.39
Total for Check Number 12536:				5,776.39
12537	10617 446131 446131 446131 446131	C A REDING CO INC CS - YSB COPIES CONTRACT #17145-01 CS - PLANNED RED COPIES CONTRACT #1 CS - GENERAL COPIES CONTRACT #17145- CS - RED ADMIN COPIES CONTRACT #1714	12/07/2017	7.82 1.47 126.05 2.15
Total for Check Number 12537:				137.49
12538	10095 5590034 5590035 5590037	CHEM QUIP INC WTR - 100 GAL BULK CHLORINE WELL 14 WTR - 120 GAL BULK CHLORINE WELL 15 WTR - 110 GAL BULK CHLORINE WELL 17	12/07/2017	204.07 244.88 224.48
Total for Check Number 12538:				673.43
12539	10096 116074	CHILDS AND COMPANY INC PW - DEADLATCH REPLACEMENT OLD SH	12/07/2017	85.57
Total for Check Number 12539:				85.57
12540	10108 135126	COOKS COMMUNICATIONS CORP PD REP - RADIO REPAIR \$1470	12/07/2017	138.60
Total for Check Number 12540:				138.60

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
12541	11385 1152824	CORE & MAIN LP WTR - STEEL CHECKER PLATE	12/07/2017	153.20
Total for Check Number 12541:				153.20
12542	10114 96129	CROWN SHORT LOAD CONCRETE STRT - CONCRETE SIDEWALKS / STANISL	12/07/2017	394.11
Total for Check Number 12542:				394.11
12543	10715 599	DC HEATING AND COOLING CS - INSPECT FURNACE/REMOVE BLOCK	12/07/2017	180.00
Total for Check Number 12543:				180.00
12544	10129 136495 QAC C	DEPARTMENT OF PESTICIDE REG SWR - QAC RENEWAL E VALLEJO	12/07/2017	60.00
Total for Check Number 12544:				60.00
12545	10144 P10004234 P10004234 PC0000118 PC0000118	ELBERT DISTRIBUTING INC VE MAINT - MAINTENANCE SUPPLIES PD MAINT - MAINTENANCE SUPPLIES VE MAINT - CREDIT PD MAINT - CREDIT	12/07/2017	172.70 172.71 -153.70 -153.70
Total for Check Number 12545:				38.01
12546	11240 L0357699 L0358612 L0359534	EUROFINS EATON ANALYTICAL INC WTR - WEEKLY LAB TESTING WTR - WEEKLY LAB TESTING SWR - WEEKLY LAB TESTING	12/07/2017	30.00 30.00 42.50
Total for Check Number 12546:				102.50
12547	10154 CAFR264509 CAFR264509 CAFR264509 CAFR264509 CAFR264509 CAFR264509 CAFR264509 CAFR264509 CAFR264509 CAFR264509 CAFR264607 CAFR264607 CAFR264607 CAFR264607 CAFR264607	FASTENAL COMPANY STRTS - SUPPLIES <\$50 PARKS - NITRILE GLOVES WTR - SUPPLIES <\$50 VE EQUIP - SUPPLIES <\$50 LLD - SUPPLIES <\$50 SWR - SUPPLIES <\$50 PARKS - SUPPLIES <\$50 LLD - NITRILE GLOVES PD MAINT - SUPPLIES <\$50 PARKS - SUPPLIES <\$50 SWR - NITRILE GLOVES STRTS - SUPPLIES <\$50 VE MAINT - SUPPLIES <\$50 WTR - NITRILE GLOVES	12/07/2017	137.20 32.95 10.70 13.07 12.25 47.33 29.50 32.95 45.37 31.77 87.76 21.58 0.90 87.76
Total for Check Number 12547:				591.09
12548	10157 1328182	FERGUSON ENTERPRISES INC WTR - PARTS FOR VARIOUS WATER REPAI	12/07/2017	645.58
Total for Check Number 12548:				645.58
12549	10572 13238932-33	FRESNO CITY COLLEGE PD - REGISTRATON FOR FTO UPDATE COU	12/07/2017	116.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12549:	116.00
12550	10162 SO15190 SO15190	FRESNO COUNTY TREASURER PD - DISPATCHING SERVICE DEC 2017 PD - RMS/JMS/CAD ACCESS FEES NOV 2017	12/07/2017	17,792.55 170.50
			Total for Check Number 12550:	17,963.05
12551	10169 30453	FRESNO PET CEMETERY AAC - 15 ANIMAL CARCASSES DISPOSED	12/07/2017	186.00
			Total for Check Number 12551:	186.00
12552	10166 1832 1832	FRESNO-MADERA AGENCY ON AGING NUT - NON QUALIFIED MEALS NUT - SITE SUPPLIES	12/07/2017	3.52 277.36
			Total for Check Number 12552:	280.88
12553	11358 21720479	GREAT AMERICA FINANCIAL SERVICES PD - PATROL OPS COPER/FAX	12/07/2017	85.30
			Total for Check Number 12553:	85.30
12554	11115 C37063	HAAKER EQUIPMENT COMPANY VE EQUIP - PARTS FOR SEWER MACHINE	12/07/2017	290.76
			Total for Check Number 12554:	290.76
12555	10205 SI00253616 SI00255018	INDEPENDENT STATIONERS CTC - PAPER FOR FLYERS CTC - COFFEE CUPS	12/07/2017	121.44 80.10
			Total for Check Number 12555:	201.54
12556	10218 11062017	JEANNA BURDINE-SLAVEN CS - DRIVER YEARLY MEDICAL EVAL REIM	12/07/2017	89.00
			Total for Check Number 12556:	89.00
12557	10485 2433	JP AIR CONDITIONING & HEATING CS - HEAT REPAIR/CONDENSATION DRAIN	12/07/2017	150.00
			Total for Check Number 12557:	150.00
12558	10234 10648	KERMAN FLORAL & GIFTS CC - ISAAK CONDOLENCES	12/07/2017	57.23
			Total for Check Number 12558:	57.23
12559	10239 43362 43381	KERWEST INC CC - SUMMARY ORD ELEC CAR STATIONS ENG - INVITE BIDS DOUBLE L WATER MAIN	12/07/2017	72.00 1,008.00
			Total for Check Number 12559:	1,080.00
12560	10856 CI-02253820	LIFETIME PRODUCTS INC CTC - SET O 4 ROUND 72" TABLES	12/07/2017	1,147.56
			Total for Check Number 12560:	1,147.56
12561	10261	MID VALLEY DISPOSAL, INC	12/07/2017	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	11302017	SWA - CITY PORTION FOR NOVEMBER 201		-18,878.38
	11302017	SWA - NOVEMBER 2017 SW CHARGES		94,391.90
	11302017	SWA - ROLL OFF/FRANCHISE FEES		-434.20
Total for Check Number 12561:				75,079.32
12562	10282 980696337001	OFFICE DEPOT PD - PRINTER FOR CHIEF BLOHM	12/07/2017	307.72
Total for Check Number 12562:				307.72
12563	10289	P.G.& E.	12/07/2017	
	2881141119-9	CS - TRANSIT BUS FUEL 10/19/17 -11/16/17		322.13
	5741309690-0	PARKS - MONTHLY UTILITY SERVICE 10/2:		393.62
	9081203718-3	CS - MONTLY UTILITIES 10/9/17 - 10/31/17		1,892.61
	9081203718-3	CS - KATEYS PARK MONTHLY UTILITIES 1		88.58
	9081203718-3	CS - MONTLY UTILITIES 10/9/17 - 10/31/17		2,167.32
	9081203718-3	CS - MONTLY UTILITIES 10/9/17 - 10/31/17		354.19
	9081203718-3	CS - MONTLY UTILITIES 10/9/17 - 10/31/17		424.79
	9081203718-3	CS - MONTLY UTILITIES 10/9/17 - 10/31/17		100.00
Total for Check Number 12563:				5,743.24
12564	10304	PITNEY BOWES GLOBAL FIN SERV LI	12/07/2017	
	3101747994	VAR - 2ND QTR RENT POSTAGE/FOLDING		212.91
	3101747994	VAR - 2ND QTR RENT POSTAGE/FOLDING		454.20
	3101747994	VAR - 2ND QTR RENT POSTAGE/FOLDING		269.69
	3101747994	VAR - 2ND QTR RENT POSTAGE/FOLDING		482.60
Total for Check Number 12564:				1,419.40
12565	10316 21979	R G EQUIPMENT OF FRESNO INC VE EQUIP - POWER TRIM EDGER PARTS	12/07/2017	61.85
Total for Check Number 12565:				61.85
12566	10332 10478813	SEBASTIAN PD - NOV T 1-LINE	12/07/2017	425.26
Total for Check Number 12566:				425.26
12567	10337	SLUMBERGER LUMBER	12/07/2017	
	10272017	CS - PARKS MAINT/REPAIR SUPPLIES		19.37
	10272017	CS - BUILDING MAINT GENERAL SUPPLIE		42.48
	10272017	CS - YSB MAINT/REPAIR SUPPLIES		56.67
	10272017	CS - COMM CTR MAINT/REPAIR SUPPLIES		17.23
	10272017	CS - PD OPS MAINT GENERAL SUPPLIES		29.66
	10272017	CS - BUILDINGS MAINT/REPAIR SUPPLIES		287.21
Total for Check Number 12567:				452.62
12568	11388	STREET DECOR INC	12/07/2017	
	26509	CS - 7 HONOR BANNERS		937.64
	26540	CS - 3 HONOR BANNERS		408.71
	26662	CS - 1 HONOR BANNERS		147.57
Total for Check Number 12568:				1,493.92
12569	10754	SUPPLYWORKS	12/07/2017	
	419302062	CTC - PARKS MAINT SUPPLIES		95.43
	419623855	CTC - JANITORIAL SUPPLIES		23.62
	420923849	CTC - JANITORIAL SUPPLIES		81.49



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12569:	200.54
12570	10906 380058	TAMARACK PEST CONTROL CTC - PEST CONTROL SPRAY NOV 2017	12/07/2017	100.00
			Total for Check Number 12570:	100.00
12571	11360 0141303-IN	TORRES FENCE CO INC SWR - FENCE REPAIR AT WWTP	12/07/2017	1,200.00
			Total for Check Number 12571:	1,200.00
12572	10644 344330360	US BANK EQUIPMENT FINANCE CS - COPIER LEASE NOV 2017 #500-0484415	12/07/2017	455.24
			Total for Check Number 12572:	455.24
12573	10401 1-28086	WALLY'S TIRE AND WHEEL VE EQUIP - 4 TIRES FOR #1392	12/07/2017	438.68
			Total for Check Number 12573:	438.68
12574	11390 12112017	WALMART PD - GIFT CARDS FOR 74 CHILDREN SPON	12/11/2017	3,700.00
			Total for Check Number 12574:	3,700.00
12575	10386	US BANK CORPORATE PAYMENT	12/11/2017	
	JB103017	PD - STORAGE CONTAINER CANDY FOR S		53.66
	JB11082017	PD - LUNCHEON MEETING REGARDING V		29.89
	JB11152017	PD - BUSINESS CARDS FOR OFC. E. EL-HEI		26.99
	JK11132017	ADM - ADM - INS MEET - BDROOM SUPPL		40.45
	KM 102717	WTR - STAINLESS SCREENS FOR WATER T		107.97
	KM103117	VE REP - PAINT CLEAR COAT PRIMER #140		47.01
	KM11162017	SWR - E. VALLEJO CERT 1 - RENEWAL ADI		1.00
	KM11162017	WTR - E. VALLEJO CERT 1 - RENEWAL ADI		1.00
	KM11212017	PARKS - LED LIGHTS FOR PLAZA PARK		14.84
	MR11152017	CC - TREE DECORATION/KFE CAROLING		81.90
	MR11317	CC - ARVANCE CONDOLENCES		89.80
	PG102517	CS - TRUNK OR TREAT SUPPLIES		116.09
	PG102517	CS - CONCESSION SUPPLIES		103.34
	PG102517	CS - GIFT CARD PRIZE		10.00
	PG10312017	HACIENDA HEIGHTS SUPPLIES		13.87
	PG110317	CS - VACCUM FILTER REPLACEMENT		12.93
	PG1111417	CS - PHOTO PAPER		47.67
	PG111317	CS - BUNGEE CORDS		5.57
	PG111317	CS - AFB FRAMES		15.11
	PG111517	CS - PHOTO PRINTER INK		41.98
	PG111517	CS - 8 AFB FRAMES		60.42
	PG111617	CS - PHOTO PRINTER INK/PAPER		64.56
	PG111817	CS - 5 GAL GLASS PITCHERS		43.18
	PG112817	CS - BREAKFAST WITH SANTA SUPPLIES		36.96
	PG112817	CS - BREAKFAST WITH SANTA SUPPLIES		36.84
	PH1192017	CS - AFB REFRESHMENT SUPPLIES		17.24
	PH1192017	CS - THANKSGIVING DONATION		161.56
	TJ110117	SWR - OFFICE SUPPLIES		13.48
	TJ110117	WTR - OFFICE SUPPLIES		13.48
	TJ110117	FIN - OPEN HOUSE		10.55
	TJ111317	FIN - VIDEO SURVEILLANCE NOTICES		11.98
	TJ91117	FIN - BUDGET AWARD FEE GFOA 2017-18		280.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12575:	1,611.32
12576	10545 12112017	WILBERT BARCOMA PD - 74 WALMART GIFT CARDS FOR SHOP	12/11/2017	3,700.00
			Total for Check Number 12576:	3,700.00
12577	10040 287274263292	AT&T MOBILITY PD - ACT CELL PHONE IPAD SERVICE 11/1/	12/13/2017	134.93
			Total for Check Number 12577:	134.93
12578	11355 80015914 80015914	BADGER METER FIN - BEACON HOSTING SERV UNITY NOV FIN - BEACON HOSTING SERV UNITY NOV	12/13/2017	100.08 100.08
			Total for Check Number 12578:	200.16
12579	BP-BMY	BMY CONSTRUCTION IN C & D REFUND 517 S MADERA AVE 16-COM	12/13/2017	1,251.50
			Total for Check Number 12579:	1,251.50
12580	10056	BOGIE'S PUMP SYSTEMS 100 HP/1750 RPM/208-230-460 V/TEFC/405 T	12/13/2017	4,928.13
			Total for Check Number 12580:	4,928.13
12581	10617 447075 447075 447458	C A REDING CO INC WTR - PW OFFICE COPIER CONTRACT #17. SWR - PW OFFICE COPIER CONTRACT #17. BPO - LANIER/MP C3503 CONTRACT #1618	12/13/2017	13.76 13.76 28.92
			Total for Check Number 12581:	56.44
12582	10079 95954 95954	CAMCO PARKS - MEASURING PITCHER PARKS - GREEN STUFF, SPRAY GUN	12/13/2017	10.53 43.33
			Total for Check Number 12582:	53.86
12583	BP-CHAV	PABLO CHAVEZ BPO - C & D REFUND 15617 C ST NEW SFD	12/13/2017	823.75
			Total for Check Number 12583:	823.75
12584	10098 88522	CLEANSTREET INC STRT - MONTHLY SWEEP FEE NOV 2017	12/13/2017	6,672.90
			Total for Check Number 12584:	6,672.90
12585	11203 151421	CONSERVATION MART LLC WTR CONSERV - TOILET LEAK DETECTIO	12/13/2017	186.00
			Total for Check Number 12585:	186.00
12586	10106 445131	CONSOLIDATED EDISON SOLUTIONS SWR - SOLAR POWER 10/1/17 - 10/31/17	12/13/2017	7,787.00
			Total for Check Number 12586:	7,787.00
12587	10116	CSMFO	12/13/2017	

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	11012017	FIN - CSMFO ANNUAL MEMBERSHIP C CA		110.00
			Total for Check Number 12587:	110.00
12588	10128 272347 275132	DEPARTMENT OF JUSTICE PD - LIVE SCAN PRINTS PD - 4 BLOOD ALCOHOL ANALYSIS	12/13/2017	467.00 140.00
			Total for Check Number 12588:	607.00
12589	10144 PI0004733 PI0004733 PI004552 PI004552	ELBERT DISTRIBUTING INC PD MAINT - MAINTENANCE SUPPLIES VE MAINT - MAINTENANCE SUPPLIES VE MAINT - MAINTENANCE SUPPLIES PD MAINT - MAINTENANCE SUPPLIES	12/13/2017	112.60 112.59 61.54 61.55
			Total for Check Number 12589:	348.28
12590	11240 L0360105 L0360734 L0360746	EUROFINS EATON ANALYTICAL INC WTR - COIL 18 TESTING SWR - WEEKLY LAB TESTING SWR - WEEKLY LAB TESTING	12/13/2017	30.00 69.50 62.00
			Total for Check Number 12590:	161.50
12591	10157 1328936	FERGUSON ENTERPRISES INC WTR - CONCRETE LID & METER BOX	12/13/2017	168.83
			Total for Check Number 12591:	168.83
12592	10572 13245330-34 13245352	FRESNO CITY COLLEGE PD - REGISTRATION INTERVIEW & INTERC PD - REGISTRATION INTERVIEW & INTERC	12/13/2017	138.00 74.00
			Total for Check Number 12592:	212.00
12593	10182 11302017	GOVERNMENT FINANCE OFFICERS FIN - GFOA ANNUAL MEMBERSHIP 2018	12/13/2017	170.00
			Total for Check Number 12593:	170.00
12594	10191 CVW10342 CVW10454 CVW10457 CVW10481	H & J CHEVROLET INC VE REP - FUEL PUMP #1451 VE REP - HOSE #1374 VE REP - DOOR PIN KIT #1374 VE REP - DOOR PIN KIT #1373	12/13/2017	416.21 112.53 94.48 120.13
			Total for Check Number 12594:	743.35
12595	11166 INV-000144	HARDWARE DISTRIBUTION STRT - 30" STOP SIGN HIP	12/13/2017	485.89
			Total for Check Number 12595:	485.89
12596	BP-HERN	HERNWAL INC BPO - C & D REFUND 14053 WHITESBRIDG	12/13/2017	332.25
			Total for Check Number 12596:	332.25
12597	BP-JOSE1	JOSEPH CROWN CONSTRUCTION FIN - REFUND WATER METER OVERPAYMI	12/13/2017	48.44

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 12597:	48.44
12598	11142 6009092	KIMBALL MIDWEST VE SUPPL - TOOLS FOR SHOP TOOL BOX	12/13/2017	180.03
			Total for Check Number 12598:	180.03
12599	10265 11302017	MONTOY LAW CORPORATION ADM - NOVEMBER LEGAL SERVICES	12/13/2017	3,145.00
			Total for Check Number 12599:	3,145.00
12600	10271 06-001199	MUNISERVICES LLC ADM - STARS SERVICE TAX 2ND QTR 2017	12/13/2017	500.00
			Total for Check Number 12600:	500.00
12601	10273 37184	NAFFA INTERNATIONAL INC BPO - PLAN CHECK FEES	12/13/2017	1,593.75
			Total for Check Number 12601:	1,593.75
12602	10286 12082017 367725 368765 368970 370055 370125 370508 370794 370857 370994 371391 371666 371759 372687 372687 372703 372766 372766 372856 372948 372948	O'REILLY AUTOMOTIVE, INC VE REP - SUPPLIES 2 INV <\$50 VE MAINT - SUPPLIES 1 INV <\$50 VE REP - BRAKE ROTOR PDS #1403 PD MAINT - SUPPLIES 1 INV <\$50 VE REP - TPMS SENOR #1476 PD REP - FUEL PRES SENSOR #1469 PD MAINT - 6 GAL ANTIFREEZE VE EQUIP - SUPPLIES 1 INV <\$50 VE REP - BATTERY \$1374 STRTS - SUPPLIES 1 INV <\$50 VE SUPPL - SUPPLIES 1 INV <\$50 VE REP - HINGE PIN \$1374 VE REP - PADS ROTORS DRUMS SHOES \$1: VE REP - AIR FUEL SENSOR PD REP - SOCKET SENSOR SET VE REP - HINGE PINS #1373 PD MAINT - SUPPLIES 1 INV <\$50 VE MAINT - SUPPLIES 1 INV <\$50 PD REP - RACK & PINION #1481 PD REP - SUPPLIES 1 INV <\$50 VE REP - SUPPLIES 1 INV <\$50	12/13/2017	29.77 11.96 96.61 16.78 52.58 106.05 84.16 5.05 115.23 10.79 10.79 53.98 267.77 122.30 129.56 269.88 9.71 9.71 346.53 12.41 12.41
			Total for Check Number 12602:	1,774.03
12603	10289 4647279811-8 4647279811-8 4939626163-5 5467738309-0 5467738309-0 5467738309-0 5467738309-0 5467738309-0 6825025396-7	P.G.& E. VE - MONTHLY UTILITIES 10/27/17 - 11/27/1 PD - MONTHLY UTILITIES 10/31/17 - 11/29/1 VE - MONTHLY UTILITIES 10/27/17 - 11/27/1 WTR/SWR/SD - MONTHLY UTILITIES 11/27/ WTR/SWR/SD - MONTHLY UTILITIES 11/27/ WTR/SWR/SD - MONTHLY UTILITIES 11/27/ WTR/SWR/SD - MONTHLY UTILITIES 11/27/ ADM - MONTHLY UTILITIES 10/31/17 - 11/2'	12/13/2017	111.74 973.95 914.61 53.01 144.91 19.06 19,659.99 1,172.01
			Total for Check Number 12603:	23,049.28
12604	10305 800909001594642	PITNEY BOWES PURCHASE POWER VAR - POSTAGE FOR METER	12/13/2017	0.46

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	800909001594642	VAR - POSTAGE FOR METER		7.63
	800909001594642	VAR - POSTAGE FOR METER		155.94
	800909001594642	VAR - POSTAGE FOR METER		1.84
	800909001594642	VAR - POSTAGE FOR METER		7.49
	800909001594642	VAR - POSTAGE FOR METER		56.17
	800909001594642	VAR - POSTAGE FOR METER		10.54
	800909001594642	VAR - POSTAGE FOR METER		0.92
	800909001594642	VAR - POSTAGE FOR METER		1.90
	800909001594642	VAR - POSTAGE FOR METER		24.72
	800909001594642	VAR - POSTAGE FOR METER		3.22
	800909001594642	VAR - POSTAGE FOR METER		0.92
	800909001594642	VAR - POSTAGE FOR METER		117.19
	800909001594642	VAR - POSTAGE FOR METER		111.36
			Total for Check Number 12604:	500.30
12605	10319	RENO'S HARDWARE	12/13/2017	
	1192017	SWR - SUPPLIES 3 INV <\$50		60.47
	12082017	SIDEWALKS - SUPPLIES 2 INV <\$50		19.71
	12082017	STRTS - SUPPLIES 2 INV <\$50		63.40
	3670	VE SUPPL - SUPPLIES 1 INV <\$50		10.53
	3805	LLD - SHOVELS SHEERS RAKES		83.10
	3805	PARKS - SHOVELS SHEERS RAKES		83.09
	3805	WTR - SUPPLIES 2 INV <\$50		20.48
			Total for Check Number 12605:	340.78
12606	10986	ROTARY CLUB OF KERMAN	12/13/2017	
	1866719	ADM - ROTARY CLUB DUES/LUNCHESES NO		97.00
			Total for Check Number 12606:	97.00
12607	10446	SANDOVAL FARM SERVICES	12/13/2017	
	180765	BPO - FALL WEED ABATEMENT 2017		450.00
			Total for Check Number 12607:	450.00
12608	10337	SLUMBERGER LUMBER	12/13/2017	
	11012017	WTR - SUPPLIES 3 INV <\$50 ACCT #3305		47.76
	12082017	STRTS - SUPPLIES 3 INV <\$50		77.55
	12082017	PARKS - SUPPLIES 2 INV <\$50		33.44
	B325614	SIDEWALKS - CONCRETE C ST		97.17
	B325951	SIDEWALKS - CONCRETE WOOTEN CT		174.91
	B326459	SIDEWALKS - CONCRETE SISKIYOU		174.91
	B326463	VE SUPPL - MOP HANDLE DEGREASER		51.13
	C211959	STRTS - CONCRETE		108.18
	C212011	LLD - SUPPLIES 1 INV <\$50		18.88
	C212011	PARKS - SUPPLIES 1 INV <\$50		18.89
			Total for Check Number 12608:	802.82
12609	10338	SMITH AUTO	12/13/2017	
	04IN030103	VE SUPPL - SUPPLIES 1 INV <\$50		5.39
	04IN030112	PD REP - JUMP STARTER		82.06
	04IN030112	VE REP - JUMP STARTER		82.05
	04IN030268	VE EQUIP - BATTERY FOR #1204		113.33
	04IN030270	VE SUPPL - BRAKE PISTON CALIPER		51.02
	04IN030357	VE EQUIP - SUPPLIES 1 INV <\$50		3.22
	04IN030448	WTR - TANK CART		124.94
	04IN030448	SWR - TANK CART		124.94
	04IN030720	VE MAINT - SMALL BATTERY PACK		130.33

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	04IN030720	PD MAINT - SMALL BATTERY PACK		130.34
	04IN030728	VE REP - SUPPLIES 1 INV <\$50		9.98
Total for Check Number 12609:				857.60
12610	BP-SUN	SUN RUN INSTALLATION BPO - REFUND BP 1/2 BP FEE JOB CANCEL	12/13/2017	106.25
Total for Check Number 12610:				106.25
12611	10360 99215 99215 99216 99216	TERRY JOHNSON TRUCKING WTR - FILL SAND SD - FILL SAND WTR - COLD MIX STRTS - COLD MIX	12/13/2017	229.41 229.41 444.02 444.02
Total for Check Number 12611:				1,346.86
12612	10644 345574586	US BANK EQUIPMENT FINANCE BPO - LANIER/MPC3503 CONTRACT #500-0	12/13/2017	149.01
Total for Check Number 12612:				149.01
12613	10377 12112017	US POST OFFICE FIN - POSTAGE BUS LIC SB1186 INCREASE	12/13/2017	225.12
Total for Check Number 12613:				225.12
12614	10717 1280	VORTAL INC ADM - MONTHLY WEB HOSTING &MTG N	12/13/2017	50.00
Total for Check Number 12614:				50.00
12615	10406 57758 57758	WEST HILLS OIL INC VE - FUEL NOV 2017 VE - ACT PROGRAM PD	12/13/2017	4,180.21 246.91
Total for Check Number 12615:				4,427.12
Report Total (84 checks):				193,493.56



# City of Kerman

*"Where Community Comes First"*

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

DEPARTMENT: PARKS AND RECREATION  
STAFF REPORT

CITY COUNCIL MEETING

COUNCIL MEETING DATE: DECEMBER 20, 2017

To:            Mayor and City Council  
From:        Philip Gallegos, Parks and Recreation Director  
Subject:     Resolution Approving First Amendment to Land Lease Agreement between the City and E & R Ranch

## RECOMMENDATION

Council by motion adopt resolution approving First Amendment to the Agricultural Lease Renewal of Real Property Agreement between the City and E & R Ranch of 15.2 acres located at the north east corner of California and Goldenrod and authorizing the City Manager to sign the First Amendment on behalf of the City.

## EXECUTIVE SUMMARY

In 2014, the City entered into a three-year Agricultural Lease Renewal of Real Property with the option for an additional three-year lease extension with E & R Ranch (Earl Giacolini and Roland Nale) for 15.2 acres of City-owned property to farm. The property is located at the northeast corner of California and Goldenrod. Mr. Earl Giacolini would like to exercise the option to extend the lease.

## DISCUSSION

In 2008, E & R Ranch (Earl Giacolini & Roland Nale) donated 15.2 acres for a future park. The property has an existing plum orchard. However, due to a lack of available funding, the property is not scheduled for park development in the near future. Thus, the best use of this property in the interim is to continue leasing it for farming purposes. E & R has been leasing the property from the City since 2008. The first amendment would extend the current agreement until December 31, 2020.

## FISCAL IMPACT

Annual rental income to the City will be \$9,059 for each of the additional years (2017-2020), a 6% increase over previous term.

## PUBLIC HEARING

None

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 17-\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING FIRST AMENDMENT TO AGREEMENT FOR USE OF AGRICULTURAL LANDS. BETWEEN THE CITY OF KERMAN AND E & R RANCH, A GENERAL PARTNERSHIP WITH PARTNERS EARL GIACOLINI AND ROLAND NALE.

WHEREAS, the City Council of the City of Kerman (the "City"), as the legislative body of the City is authorized to lease real property for the common benefit of its citizens; and

WHEREAS, on January 1, 2014, the City entered into a three-year (3) year Agricultural Lease Renewal of Real Property ("Lease Agreement") with E & R Ranch for 15.2 acres of property, which expires on December 31, 2017; And

WHEREAS, the parties have been in a landlord-relationship regarding the real property since 2008; and

WHEREAS, the Lease Agreement includes an option for a three year renewal which has been exercised by Lessee subject to an annual rent increase of 6%;

WHEREAS, staff has determined that Lessee has complied with requirements of the Lease Agreement.

1. NOW, THEREFORE, the City Council of the City of Kerman resolves as follows:
2. The City Council approves the First Amendment to Agricultural Lease Renewal of Real Property in substantially the form attached hereto as Attachment 'A' which is incorporated herein by reference.
3. The City Council authorizes the City Manager to execute the first Amendment.

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman on the 20th day of December 2017 and passed at said meeting by the following roll call vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

\_\_\_\_\_  
Ronda Armstrong  
Mayor

ATTEST:

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



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Exhibit 'A'

FIRST AMENDMENT TO  
AGRICULTURAL LEASE RENEWAL OF REAL PROPERTY

The City of Kerman ("Lessor") and E & R Ranch (Earl Giacolini and Roland Nale) a General Partnership ("Lessee"), agree to enter a First Amendment to Agricultural Lease Renewal of Real Property. Lessor and Lessee are collectively referred to as "Parties."

WHEREAS, the Parties entered an Agricultural Lease Renewal of Real Property ("Lease Agreement") effective January 1, 2014; and

WHEREAS, the Lease Agreement includes an option for a three year renewal which has been exercised by Lessee subject to an annual rent increase of 6%;

WHEREAS, staff has determined that Lessee has complied with requirements of the Lease Agreement.

AGREEMENT

SECTION 1. Paragraph one of Section 1 titled "Term Extension and Early Termination" of the Lease Agreement is amended to read as follows:

That the term of this lease shall be for a three (3) year period of time commencing January 1, 2018, and terminating on the 31st day of December 2020. Irrespective of the foregoing termination date, if at expiration of the term of this lease, or the earlier termination pursuant to the provisions herein, the Lessee has not fully harvested any crop then growing upon the demised premises, the Lessee shall have the right to re-enter upon said premises to harvest the crop, but not later than September 30 of any crop year. For purposes of this Lease, a crop year begins on December 1 and continues until harvest is completed, not later than September 30 of the following calendar year.

SECTION 2. Paragraph 2 of Section 1 titled "Term Extension and Early Termination" of the Lease Agreement is deleted.

SECTION 3. Paragraph A of Section 2 titled "Rent" of the Lease Agreement is amended to read as follows:

A. On or before the 1st day of December of each year of the term of this lease, the Lessee shall pay to the Lessor the sum of Five Hundred Ninety Six Dollars (\$596.00) per acre for 15.2 farmable acres as an advance cash rent due on or before December 31st of each contract year.

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SECTION 4. Except as amended by this First Amendment, all terms and conditions of the Agricultural Lease Renewal of Real Property Agreement shall continue in full force and effect.

SECTION 5. This First Amendment to Lease Agreement shall be effective on January 1, 2018.

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

LESSOR  
CITY OF KERMAN

LESSEE  
PARTNERS E & R RANCH

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

BY \_\_\_\_\_  
Earl Giacolini

BY \_\_\_\_\_  
Roland Nale

ATTEST:

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

**YAMABE & HORN ENGINEERING, INC.**  
**CIVIL ENGINEERS - LAND SURVEYORS**

1300 E. Shaw Avenue, Suite 176, Fresno, CA 93710  
(559) 244-3123, FAX (559)244-3120

EXHIBIT 'A'

May 9, 2008

LEGAL DESCRIPTION  
GIACOLINI GIFT PROPERTY  
CITY OF KERMAN

COMMENCING AT THE SOUTHWEST CORNER OF SECTION 8, TOWNSHIP 14 SOUTH, RANGE 18 EAST, MOUNT DIABLO BASE AND MERIDIAN, ACCORDING TO THE OFFICIAL PLAT THEREOF; THENCE SOUTH 89°51'14" EAST, ALONG THE SOUTH LINE OF SAID SECTION 8, A DISTANCE OF 185.94 FEET, TO THE TRUE POINT OF BEGINNING; THENCE NORTHEASTERLY ALONG THE ARC OF A NON-TANGENT CURVE CONCAVE SOUTHEASTERLY WITH CENTER POINT BEARING SOUTH 63°20'27" EAST A RADIUS OF 666.34 FEET, THROUGH A CENTRAL ANGLE OF 40°44'24" AN ARC LENGTH OF 473.80 FEET; THENCE NORTH 67°23'57" EAST A DISTANCE OF 178.60 FEET, TO A POINT ON THE SOUTHERLY RIGHT OF WAY LINE OF THE UNION PACIFIC (FORMERLY SOUTHERN PACIFIC) RAILROAD COMPANY'S MAIN LINE FROM KERMAN TO FRESNO, SAID POINT BEING AT RIGHT ANGLES TO AND DISTANT 50 FEET SOUTHERLY FROM THE CENTER OF ABOVE SAID MAIN LINE AT ENGINEER'S STATION 31+09.9; THENCE ALONG SAID SOUTHERLY RIGHT OF WAY LINE, ALONG THE ARC OF A CURVE CONCAVE NORTHWESTERLY WITH CENTER POINT BEARING NORTH 18°09'28" WEST A RADIUS OF 11509.16 FEET, THROUGH A CENTRAL ANGLE OF 1°29'25" AN ARC LENGTH OF 299.41 FEET; THENCE NORTH 70°21'06" EAST A DISTANCE OF 753.75 FEET; THENCE LEAVING SAID RIGHT OF WAY LINE, SOUTH 0°27'40" WEST A DISTANCE OF 739.08 FEET, TO A POINT ON THE SOUTH LINE OF SAID SECTION 8; THENCE NORTH 89°51'14" WEST, ALONG SAID SOUTH LINE, A DISTANCE OF 1491.44 FEET, TO THE TRUE POINT OF BEGINNING.

CONTAINING 15.20 ACRES, MORE OR LESS.



# City of Kerman

*"Community Comes First"*

MAYOR  
Rhonda Armstrong

MAYOR PRO-TEM  
Gary Yep

COUNCIL MEMBER  
Michele Arvance

COUNCIL MEMBER  
Raj Dhaliwal

COUNCIL MEMBER  
Espí Sandoval

DEPARTMENT: CITY MANAGER  
STAFF REPORT  
CITY COUNCIL MEETING  
COUNCIL MEETING DATE: DECEMBER 20, 2017

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

## RECOMMENDATION

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

## EXECUTIVE SUMMARY

The City of Kerman entered into a three-year Land Lease Agreement with Mr. David Bufkin to farm approximately 38 acres of city-owned property located on South Siskiyou Avenue just south of the railroad tracks. The current lease will expire on December 31, 2017. Council requested that staff conduct a rate study to ensure that the City was receiving rent in line with the current market rate. The result of that study was presented to Council at the May 3, 2017, meeting. At that time, the lease was renewed until the end of the current calendar year. The new rates for the three-year lease would be \$200 per acre in 2018, \$250 per acre for 2019 and \$275 per acre for 2020.

## DISCUSSION

In 2009, the City of Kerman purchased approximately 38 acres of land on South Siskiyou Avenue to be used for a future community park. However, due to the costs and lack of available funding there is no scheduled development for this park in the near future. Thus, the best use of this property in the interim is to continue leasing it for farming purposes. Except for the new payment schedule as noted above, all other conditions in the lease agreement remain the same and the term is for three-years through December 31, 2020. Mr. Bufkin is in agreement and is prepared to sign the new lease

## FISCAL IMPACT

Annual rental income to the City, per year of the agreement, and savings of several thousand dollars in labor and costs to remove weeds and perform tractor work to maintain the property.

## PUBLIC HEARING

None required.

## ATTACHMENT

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 17-\_\_

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

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

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

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

WHEREAS, on May 3, 2017 the City entered into a lease with David L. Bufkin to farm the 38 acres of the property, which lease will expire on December 31, 2017; and

WHEREAS, Mr. Bufkin has agreed to farm and maintain the property in good condition and to pay annual rent to the City of Kerman as outlined in the lease agreement ; and

WHEREAS, the Land Lease Agreement attached hereto as Exhibit 'A' would be for a term of three (3) years commencing January 1, 2018 and terminating December 31, 2020.

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

Section 1. The Foregoing recitals are incorporated by reference.

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

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

The foregoing resolution was approved and adopted by the City Council of the City of Kerman at a regular meeting held on the 20th of December 2017, by the following vote:

AYES:

NOES:

ABSENT:

ABSTAINING:

The foregoing resolution is hereby approved.

ATTEST:

\_\_\_\_\_  
Rhonda Armstrong  
Mayor

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

Exhibit 'A'

LAND LEASE AGREEMENT

THIS AGREEMENT, is to be effective this 1st day of January, 2018, by and between the CITY OF KERMAN, a municipal corporation, hereinafter known and designated as Lessor, and David Bufkin, hereinafter known and designated as Lessee.

WITNESSETH:

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

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

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

I  
TERM, EXTENSION AND EARLY TERMINATION

That the term of this lease shall be for a three (3) year period of time commencing with the 1st day of January 2018, and terminating on the 31<sup>st</sup> day of December 2020. Irrespective of the foregoing termination date, if at expiration of the term of this lease, or the earlier termination pursuant to the provisions herein, the Lessee has not fully harvested any crop then growing upon the leased premises, the Lessee shall have the right to re-enter upon said premises to harvest the crop, provided however, that this right of entry shall expire 90 days after the term of this lease.

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

II  
RENT

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

- A. The Lessee shall pay to the Lessor the sum of Seven Thousand Six Hundred Dollars (\$7,600.00) as rent for 2018.
- B. The Lessee shall pay to the Lessor the sum of Nine Thousand Five Hundred Dollars (\$9,500.00) as rent for 2019

- C. The Lessee shall pay to the Lessor the sum of Ten Thousand Four Hundred Fifty Dollars (\$10,450.00) as rent for 2020.

III  
PURPOSE AND MANAGEMENT

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

IV  
EXPENSES

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

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

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

V  
IRRIGATION

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

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

VI  
ASSIGNMENT

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

VII  
ENTRY AND POSSESSION

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

VIII  
CROP WAIVER

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



IX  
BREACH OR ABANDONMENT

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

X  
INSURANCE AND INDEMNIFICATION

(a) Lessee, as a material part of the consideration to be rendered to Lessor under this Lease, waives all claims against Lessor for damages to the Premises and all personal property in, on, or about the Property, and for injuries to persons in or about the Property, from any cause arising at any time except to the extent that the damage or injury is a direct result of the gross negligence or willful misconduct of Lessor, its officers, officials, employees, agents, volunteers or licensees. Further, Lessee shall indemnify, hold harmless and defend the Lessor and each of its officers, officials, employees, agents and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage) incurred by Lessor, Lessee or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), arising or alleged to have arisen directly out of (i) Lessee's use of the Property, (ii) Lessee's failure to conduct its activities and maintain its equipment or property thereon in safe condition, or (iii) performance or non-performance of any activity related to this Lease, except if caused by the gross negligence or willful misconduct of Lessor or any of its officers, officials, employees, agents, volunteers or licensees. If the Lessee should subcontract all or any portion of the work performed under this Lease, then Lessee shall require each subcontractor to indemnify, hold harmless and defend Lessor, its officers, officials, employees and agents in accordance with the terms of the preceding paragraph. This Paragraph shall survive the expiration or termination of this Lease.

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

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

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

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

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

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

XI  
BANKRUPTCY

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

XII  
HAZARDOUS MATERIALS

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

XIII  
COMPLIANCE WITH LAWS

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

XIV  
OIL, GAS AND MINERAL RIGHTS

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

XV  
WAIVER

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

XVI  
BINDING EFFECT

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

XVII  
CONSTRUCTION

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

XVIII  
ENTIRE AGREEMENT

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

XIX  
ATTORNEY' S FEES

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

XX  
AUTHORIZED ACTION

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

XXI  
SEVERABILITY

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

XXII  
CALIFORNIA LAW APPLIES

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

XXIII  
AMENDMENT TO BE IN WRITING; AUTHORIZATION REQUIRED

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

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

LESSOR  
CITY OF KERMAN

LESSEE

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

BY: \_\_\_\_\_  
David L. Bufkin

ATTEST:

BY: \_\_\_\_\_  
Marci Reyes, City Clerk

Approved as to form

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

**CITY OF KERMAN  
CD/Securities Portfolio  
As of November 30, 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
<b>CD's:</b>										
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)		-	-	627.23
1st Merchants Bank	615-030525-245	1.00%	3/21/14	9/21/17	96,000.00	(96,000.00)		-	-	483.95
Third Federal Cleveland OH	615-030525-245	1.15%	2/21/14	11/21/17	99,000.00	(99,000.00)		-	-	851.53
Capital One Bank Glen Allen VA	615-030525-245	1.25%	1/22/15	1/22/18	100,000.00			100,000.00	100,018.00	619.86
BMO Harris BK Chicago IL	615-030525-245	1.20%	2/4/16	2/2/18	51,000.00			51,000.00	51,010.20	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	248,101.68	1,562.74
Wells Fargo Bank in SD	615-030525-245	1.10%	4/6/16	4/6/18	248,000.00			248,000.00	247,871.04	1,143.51
Discover Greenwood DE	615-030525-245	1.15%	4/8/15	4/9/18	98,000.00			98,000.00	97,949.04	565.04
Everbank CD Jacksonville FL	615-030525-245	1.10%	4/15/15	4/13/18	150,000.00			150,000.00	149,887.50	827.26
Rollstone Bank Fitchburg MA	615-030525-245	1.10%	4/15/15	4/16/18	248,000.00			248,000.00	247,806.56	1,367.74
American Express Centurion Bank	615-030525-245	1.15%	5/16/13	5/16/18	98,000.00			98,000.00	97,995.10	568.13
Morgan Stanley Salt Lake City UT	615-030525-245	1.90%	8/10/17	7/10/18	-	240,000.00		240,000.00	240,703.20	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	240,703.20	1.16
Compass Bank	615-030525-245	1.70%	7/31/13	7/31/18	97,000.00			97,000.00	97,172.66	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	98,077.42	777.56
Franklin Synergy Bank	615-030525-245	1.10%	4/8/16	10/9/18	98,000.00			98,000.00	97,810.86	451.88
Sallie Mae Bank Salt Lake City UT	615-030525-245	1.50%	1/27/16	1/28/19	95,000.00			95,000.00	95,061.75	706.64
Goldman Sachs New York NY	615-030525-245	1.45%	2/3/16	2/4/19	48,000.00			48,000.00	48,035.04	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	99,720.00	523.96
Third Federal Cleveland OH	615-030525-245	1.55%	3/26/15	3/26/19	98,000.00			98,000.00	98,192.08	765.74
Barclays Bank	615-030525-245	1.90%	4/15/14	4/15/19	248,000.00			248,000.00	249,101.12	2,362.45
Worlds Foremost Bank	615-030525-245	1.30%	5/26/16	5/28/19	100,000.00			100,000.00	99,151.00	544.93
BMW Salt Lake City UT	615-030525-245	1.95%	6/20/14	6/20/19	200,000.00			200,000.00	200,840.00	-
MB Financial Bank CD Chicago IL	615-030525-245	1.60%	6/21/17	6/21/19	200,000.00			200,000.00	199,644.00	1,341.36
Medallion Bank Salt Lake City UT	615-030525-245	1.20%	8/19/16	8/19/19	147,000.00			147,000.00	145,325.67	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	100,567.00	1,066.16
JPM Columbus OH	615-030525-245	1.25%	8/31/16	8/31/19	200,000.00			200,000.00	197,722.00	1,253.43
Discover Greenwood	615-030525-245	2.00%	9/30/15	9/30/19	100,000.00			100,000.00	100,393.00	1,008.22
Ally Bank	615-030525-245	1.30%	10/13/16	10/15/19	100,000.00			100,000.00	98,697.00	651.78
Cit Salt Lake City UT	615-030525-245	2.15%	11/13/14	11/13/19	100,000.00			100,000.00	100,652.00	1,083.84
Sallie Mae Bank	615-030525-245	1.80%	11/15/17	11/22/19		99,000.00		99,000.00	98,971.29	-
Firstbank of Puerto Rico Santurce	615-030525-245	1.70%	1/31/17	1/31/20	53,000.00			53,000.00	52,818.21	377.66
Firstbank of Puerto Rico Santurce	615-030525-245	1.65%	2/28/17	2/28/20	196,000.00			196,000.00	195,008.24	1,355.63
Synchrony Draper UT	615-030525-245	1.95%	3/13/15	3/13/20	150,000.00			150,000.00	150,334.50	1,474.52
Goldman Sachs Bank NY	615-030525-245	1.90%	5/17/17	5/18/20	98,000.00			98,000.00	97,920.62	938.65
Comenity Bank Jumbo Formerly World F	615-030525-245	2.10%	6/10/15	6/10/20	200,000.00			200,000.00	199,872.00	1,760.55
Amex Centurion Salt Lake City Ut	615-030525-245	2.30%	6/24/15	6/24/20	52,000.00			52,000.00	51,860.12	-
Capital One Bank Glen Allen VA	615-030525-245	2.20%	6/24/15	6/24/20	46,000.00			46,000.00	46,046.92	-
Capital One NA Mclean VA	615-030525-245	2.30%	8/12/15	8/12/20	97,000.00			97,000.00	97,783.76	1,106.33
Ally Bank UT	615-030525-245	1.85%	9/21/17	9/21/20		148,000.00		148,000.00	147,322.16	-
East Boston Savings Bank MA	615-030525-245	1.80%	9/28/17	9/28/20		47,000.00		47,000.00	46,712.36	141.38
Capital One Bank Glen Allen VA	615-030525-245	1.55%	11/16/16	11/16/20	96,000.00			96,000.00	94,610.88	750.12
Everbank CD Jacksonville FL	615-030525-245	2.05%	3/29/17	3/29/21	98,000.00			98,000.00	97,884.36	1,012.76
Amex Express bank, FSB Ut	615-030525-245	2.25%	5/17/17	5/17/21	150,000.00			150,000.00	149,793.00	1,701.37
Capital One NA Mclean VA	615-030525-245	2.05%	7/26/17	7/26/21	-	150,000.00		150,000.00	149,694.00	-
Amex Centurion Salt Lake City Ut	615-030525-245	2.10%	8/15/17	8/16/21		50,000.00		50,000.00	49,587.00	-
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	-	98,000.00		98,000.00	97,970.60	-
Average Rate		<b>1.66%</b>								
Total CD's					<b>5,348,000.00</b>	<b>480,000.00</b>	<b>(150,000.00)</b>	<b>5,678,000.00</b>	<b>5,672,398.14</b>	<b>37,374.65</b>





# City of Kerman

*"Where Community Comes First"*

MAYOR Rhonda Armstrong  
MAYOR PRO-TEM Gary Yep

DEPARTMENT: CITY CLERK  
STAFF REPORT

COUNCIL MEMBER Michele Arvance  
COUNCIL MEMBER Raj Dhaliwal  
COUNCIL MEMBER Espi Sandoval

CITY COUNCIL MEETING  
COUNCIL MEETING DATE: DECEMBER 20, 2017

**TO:** Mayor and City Council  
**FROM:** Hilda Cantú Montoy, City Attorney  
**SUBJECT:** Consider Transition to District-Based Elections – (1) Adopt a resolution declaring the City of Kerman’s intent to transition from at-large to district-based elections, outlining specific steps to be undertaken to facilitate the transition, and estimating a time frame for action; and (2) Approve contract with demographer firm to assist City in the transition to district-based elections.

## RECOMMENDATION

Council by motion:

1. Adopt a resolution declaring the City Council’s intent to transition from at-large to district-based elections, outlining specific steps to be undertaken to facilitate the transition, and estimating a time frame for action. This recommendation is made due to the extraordinary costs to successfully defend against a CVRA lawsuit and the fact that it appears no public agency has prevailed against a CVRA lawsuit.
2. Approve contract with demographer firm to assist City in the transition to district-based elections.

## EXECUTIVE SUMMARY

The City currently utilizes an at large election system, which means that the electors from the entire City choose each of the five Council members. The issue presented is whether the City should initiate elections by districts to avert threatened litigation during a 45-day safe harbor period under the California Voting Rights Act (CVRA). Adoption of the proposed resolution will initiate the process to transition to district elections.

On November 15, 2017, the City received a certified letter from attorney Kevin I. Shenkman threatening to sue the City for alleged violations of the California Voting Rights Act (“CVRA”) (Election Code §§ 14025-14032) unless the City voluntarily converts to by-district elections. A copy of Mr. Shenkman’s letter is attached to this report. Similar letters and subsequently filed numerous actions in recent years have been filed against numerous public agencies for alleged CVRA violations.

The CVRA only applies to jurisdictions that utilize an “at large” election method, where voters of the entire jurisdiction elect the members of the governing Council. The threshold to establish liability under the CVRA is extremely low. Prevailing CVRA plaintiffs are guaranteed to recover their attorneys’ fees and costs. Every government defendant in the history of the CVRA that has challenged the conversion to City elections has either lost in court or settled, and has also been forced to pay at least some portion of the plaintiffs’ attorneys’ fees and costs. Many of the attorneys’ fees and awards that local governments have been forced to pay have amounted to millions of dollars.

### Background

Cities and other public agencies throughout the State have increasingly been facing legal challenges such as the one before the City to their “at-large” systems of electing governing Council members. Almost all have settled claims out of court by voluntarily shifting to City-based elections. On September 28, 2016, the Governor signed AB 350 into law,

which attempts to provide a “safe harbor” from CVRA litigation for cities. If a public agency receives a demand letter, such as that received by the City, it is given 45 days of protection from litigation to assess the situation. If within that 45 days, a public agency adopts a resolution declaring the Council’s intent to transition from at-large to City-based elections, outlining specific steps to be undertaken to facilitate the transition, and estimating a time frame for action, then a potential plaintiff is prohibited from filing a CVRA action for an additional 90 day period.

On December 6, 2017, the Council met in closed session to consider the threatened CVRA litigation and after weighing the legal implications and potential costs of such litigation, directed staff to move forward with the resolution of intent to transition from at-large to district-based elections in order to take advantage of the “safe harbor” allowances under AB 350. Under this “safe harbor”, the City is required to hold five public hearings within the allotted 90-day framework. The public hearings will give the community an opportunity to weigh in on the composition of the districts and to provide input regarding the content of the draft maps and the proposed sequence of elections. The final public hearing will be when the Council votes to consider a resolution establishing district-based elections.

### Financial and Legal Implications

Public agencies that have attempted to defend their existing “at-large” system of agency elections in court have incurred significant legal costs, including attorneys’ fees incurred by plaintiffs. Award in these cases have reportedly reached \$3,500,000 and beyond. When sued, the settlements entered into by cities typically have included paying the plaintiff’s attorneys’ fees. For example, in February 2015, the City of Santa Barbara reportedly paid \$900,000 in attorneys’ fees and expert costs to settle their CVRA lawsuit. Another example is the City of Palmdale that incurred expenses in excess of \$4,500,000 in its unsuccessful attempt to defend against a lawsuit brought under the CVRA. To date, staff is unaware of any city that has prevailed in defending its “at-large” system of election under a claim filed by any individual or group under the CVRA. The law provides that if the Council proceeds with the conversion process, legal fees by the Shenkman firm would be capped at \$30,000.00.

### At-large to District-based Transition

Pursuant to Elections Code 10010, the City is required to hold five (5) public hearings within the allotted 90-day “safe harbor” framework. The public hearings will give the community an opportunity to weigh in on the composition of the districts during the first two (2) public hearings. Subsequently, draft City maps will be drawn and two (2) additional public hearings will be held for the public to provide input regarding the content of the draft maps and the proposed sequence of the elections. The final public hearing will be when the Council votes to consider a resolution establishing City-based elections.

Most communities have taken a phased approach to implementing City-based elections. By law, the terms of sitting Council members cannot be cut short. The Council will have an opportunity to determine how the boundaries are defined for the districts. This will be decided by the Council based on information from the initial public hearings to be held as required by California Elections Code section 10010, and other appropriate considerations, should it adopt the proposed resolution.

The City has issued a short RFP to demographer firms. Because of the statutory timelines, proposals are due on December 15, 2017, which is post-Agenda posting. The results of the RFP and the recommendation will be made at the Council meeting.

### Attachments:

- A. Mr. Shenkman’s Letter
- B. Resolution w/Exhibit



Attachment 'A'



28905 Wight Road  
Malibu, California 90265  
(310) 457-0970  
[kishenkman@shenkmanhughes.com](mailto:kishenkman@shenkmanhughes.com)

VIA CERTIFIED MAIL

November 10, 2017

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

*Re: Violation of California Voting Rights Act*

I write on behalf of our client, Southwest Voter Registration Education Project and its members. The City of Kerman (“Kerman”) relies upon an at-large election system for electing candidates to its City Council. Moreover, voting within Kerman is racially polarized, resulting in minority vote dilution, and therefore Kerman’s at-large elections violate the California Voting Rights Act of 2001 (“CVRA”).

The CVRA disfavors the use of so-called “at-large” voting – an election method that permits voters of an entire jurisdiction to elect candidates to each open seat. *See generally Sanchez v. City of Modesto* (2006) 145 Cal.App.4<sup>th</sup> 660, 667 (“*Sanchez*”). For example, if the U.S. Congress were elected through a nationwide at-large election, rather than through typical single-member districts, each voter could cast up to 435 votes and vote for any candidate in the country, not just the candidates in the voter’s district, and the 435 candidates receiving the most nationwide votes would be elected. At-large elections thus allow a bare majority of voters to control *every* seat, not just the seats in a particular district or a proportional majority of seats.

Voting rights advocates have targeted “at-large” election schemes for decades, because they often result in “vote dilution,” or the impairment of minority groups’ ability to elect their preferred candidates or influence the outcome of elections, which occurs when the electorate votes in a racially polarized manner. *See Thornburg v. Gingles*, 478 U.S. 30, 46 (1986) (“*Gingles*”). The U.S. Supreme Court “has long recognized that multi-member districts and at-large voting schemes may operate to minimize or cancel out the voting strength” of minorities. *Id.* at 47; *see also id.* at 48, fn. 14 (at-large elections may also cause elected officials to “ignore [minority] interests without fear of political consequences”), citing *Rogers v. Lodge*, 458 U.S. 613, 623 (1982); *White v. Register*, 412 U.S. 755, 769 (1973). “[T]he majority, by virtue of its numerical superiority, will

November 10, 2017  
Page 2 of 4

regularly defeat the choices of minority voters.” *Gingles*, at 47. When racially polarized voting occurs, dividing the political unit into single-member districts, or some other appropriate remedy, may facilitate a minority group’s ability to elect its preferred representatives. *Rogers*, at 616.

Section 2 of the federal Voting Rights Act (“FVRA”), 42 U.S.C. § 1973, which Congress enacted in 1965 and amended in 1982, targets, among other things, at-large election schemes. *Gingles* at 37; see also Boyd & Markman, *The 1982 Amendments to the Voting Rights Act: A Legislative History* (1983) 40 Wash. & Lee L. Rev. 1347, 1402. Although enforcement of the FVRA was successful in many states, California was an exception. By enacting the CVRA, “[t]he Legislature intended to expand protections against vote dilution over those provided by the federal Voting Rights Act of 1965.” *Jauregui v. City of Palmdale* (2014) 226 Cal. App. 4<sup>th</sup> 781, 808. Thus, while the CVRA is similar to the FVRA in several respects, it is also different in several key respects, as the Legislature sought to remedy what it considered “restrictive interpretations given to the federal act.” Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 2.

The California Legislature dispensed with the requirement in *Gingles* that a minority group demonstrate that it is sufficiently large and geographically compact to constitute a “majority-minority district.” *Sanchez*, at 669. Rather, the CVRA requires only that a plaintiff show the existence of racially polarized voting to establish that an at-large method of election violates the CVRA, not the desirability of any particular remedy. See Cal. Elec. Code § 14028 (“A violation of Section 14027 *is established* if it is shown that racially polarized voting occurs ...”) (emphasis added); also see Assem. Com. on Judiciary, Analysis of Sen. Bill No. 976 (2001-2002 Reg. Sess.) as amended Apr. 9, 2002, p. 3 (“Thus, this bill puts the voting rights horse (the discrimination issue) back where it sensibly belongs in front of the cart (what type of remedy is appropriate once racially polarized voting has been shown).”)

To establish a violation of the CVRA, a plaintiff must generally show that “racially polarized voting occurs in elections for members of the governing body of the political subdivision or in elections incorporating other electoral choices by the voters of the political subdivision.” Elec. Code § 14028(a). The CVRA specifies the elections that are most probative: “elections in which at least one candidate is a member of a protected class or elections involving ballot measures, or other electoral choices that affect the rights and privileges of members of a protected class.” Elec. Code § 14028(a). The CVRA also makes clear that “[e]lections conducted prior to the filing of an action ... are more probative to establish the existence of racially polarized voting than elections conducted after the filing of the action.” *Id.*

November 10, 2017  
Page 3 of 4

Factors other than “racially polarized voting” that are required to make out a claim under the FVRA – under the “totality of the circumstances” test – “are probative, but not necessary factors to establish a violation of” the CVRA. Elec. Code § 14028(e). These “other factors” include “the history of discrimination, the use of electoral devices or other voting practices or procedures that may enhance the dilutive effects of at-large elections, denial of access to those processes determining which groups of candidates will receive financial or other support in a given election, the extent to which members of a protected class bear the effects of past discrimination in areas such as education, employment, and health, which hinder their ability to participate effectively in the political process, and the use of overt or subtle racial appeals in political campaigns.” *Id.*

Kerman’s at-large system dilutes the ability of Latinos (a “protected class”) – to elect candidates of their choice or otherwise influence the outcome of Kerman’s City Council elections.

According to recent data, Latinos comprise approximately 72% of the population of Kerman, but still a minority of voters. Yet, in recent history there has never been more than one Latino member on the city council, and over much of that time there has been a complete absence of Latinos on the city council.

The 2010 election for Kerman City Council is illustrative. In 2010, despite significant support from Hispanic voters, Trinidad Rodriguez, Tony Silva and Juan Villareal were all unsuccessful in their efforts to secure a seat on the Kerman City Council. This election exhibits precisely the racially polarized voting and minority vote dilution that the CVRA is intended to prevent.

As you may be aware, in 2012, we sued the City of Palmdale for violating the CVRA. After an eight-day trial, we prevailed. After spending millions of dollars, a district-based remedy was ultimately imposed upon the Palmdale city council, with districts that combine all incumbents into one of the four districts.

Given the historical lack of Latino representation on the city council in the context of racially polarized elections, we urge the City of Kerman to voluntarily change its at-large system of electing council members. Otherwise, on behalf of residents within the jurisdiction, we will be forced to seek judicial relief. Please advise us no later than December 31, 2017 as to whether you would like to discuss a voluntary change to your current at-large system.

We look forward to your response.

November 10, 2017  
Page 4 of 4

Very truly yours,



Kevin I. Shenkman

Attachment 'B'

RESOLUTION NO. 17 \_\_\_\_

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN DECLARING ITS INTENT TO TRANSITION FROM AT-LARGE TO DISTRICT-BASED CITY COUNCIL ELECTIONS, OUTLINING SPECIFIC STEPS TO BE UNDERTAKEN TO FACILITATE THE TRANSITION, AND ESTIMATING A TIME FRAME FOR ACTION PURSUANT TO ELECTIONS CODE SECTION 10010**

WHEREAS, members of the City Council of the City of Kerman ("City") are currently elected in "at-large" elections, in which each Councilmember is elected by the registered voters of the entire City; and

WHEREAS, the City received a certified letter on November 15, 2017, from attorney Kevin I. Shenkman asserting the City's at-large councilmember electoral system violates the California Voting Rights Act ("CVRA") and threatening litigation if the City declines to voluntarily change to a district-based election system for electing councilmembers; and

WHEREAS, the Council has directed the initiation of the process to establish by-district elections to avoid costs associated with defending a lawsuit based on the CVRA, even if that lawsuit settles; and

WHEREAS, the California Legislature in amendments to Elections Code Section 10010, has provided a method whereby a jurisdiction can expeditiously change to a by-district election system and avoid the high cost of litigation under the CVRA; and

WHEREAS, the public interest would be better served by the Board's consideration of a proposal to transition to a district-based electoral system than by having to defend a CVRA lawsuit because of: 1) the extraordinary cost to defend a CVRA lawsuit; 2) the risk of losing such a lawsuit which would require the City to pay the prevailing plaintiff's attorneys' fees; and 3) the reimbursable costs and attorneys' fees would be capped at a maximum of \$30,000 if the procedures set forth in Elections Code Section 10010 as amended by AB 350 are followed; and

WHEREAS, California Elections Code Section 10010 requires the following prior to the Council's consideration of a resolution to establish district boundaries for a district-based electoral system:

1. Prior to drawing a draft map or maps of the proposed boundaries of the districts, the City Council shall hold at least two (2) public hearings over a period of no more than thirty (30) days, at which the public will be invited to provide input regarding the composition of the districts;
2. After all draft maps are drawn, the City shall publish and make available for release at least one draft map and, if members of the councilmembers will be elected in their districts at different times to provide for staggered terms of office, the potential sequence of the elections shall also be published. The City shall also hold at least two (2) additional public hearings over a period of no more than forty-five (45) days, at which the public shall be invited to provide input regarding the content of the draft map or maps and the proposed sequence of elections, if applicable. The first version of a draft map shall be published at least seven (7) days before consideration at a hearing. If a draft map is revised at or following a hearing, it shall be published and made available to the public for at least seven (7) days before being adopted; and

WHEREAS, the City will need a demographer to assist the City to develop a proposal for a district-based electoral system; and

WHEREAS, the adoption of a district-based elections system will not affect the terms of any sitting Board Member, each of whom will serve out his or her current term.

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

SECTION 1. The above recitals are true and correct and are incorporated herein by reference.

SECTION 2. The Council hereby declares its intent to transition from an at-large election system to a district-based election system for use in the City's election of Councilmembers beginning in November 2018.

SECTION 3. The Council directs staff and the City Attorney to work with a demographer and other appropriate consultants as needed, to provide a detailed analysis of the City's current demographics and any other information or data necessary to prepare a draft map that divides the District into voting districts in a manner consistent with the intent and purpose of the California Voting Rights Act and the Federal Voting Rights Act.

SECTION 4. The Council approves the Tentative Timeline as set forth in Exhibit 'A', attached hereto and made a part of this resolution, which outlines the process and timeframes for conducting a public process to solicit public input and testimony on proposed district-based electoral maps before adopting any such map.

SECTION 5. The Timeline contained in Exhibit 'A' may be adjusted by the Council as deemed necessary, provided that such adjustments shall not prevent the City from complying with the time frames specified by Elections Code Section 10010 or other legal requirements.

SECTION 6. The Council directs staff to post information regarding the proposed transition to a district-based election system, including maps, notices, agendas, and other information on its website and to have such information available in the City Clerk's Office at City Hall for members of the public and to establish a means of communication to answer questions from the public.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the \_\_\_\_ day of \_\_\_\_\_, 2017 and passed at said meeting with the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

\_\_\_\_\_  
Rhonda Armstrong  
Mayor

ATTEST:

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

Exhibit 'A'

**TIMELINE /OUTLINE**  
**Letter Received by City Clerk's Office: November 15, 2017**  
**45-day Deadline: December 30, 2017**  
**90-day Deadline: \_\_\_\_\_**

EVENT	DATE	NOTES
1. Closed Session	December 6, 2017	
2. Council Meeting to Adopt Resolution / Public Hearing #1	December 20, 2017	Before Map(s) Drawn – E.C. 10010(a)(1)
3. Council Meeting / Public Hearing #2		Before Map(s) Drawn – E.C. 10010(a)(1), within 30 days of Public Hearing #1
4. Draft Map(s) Drawn		
5. Publish Maps(s) / Sequencing		E.C. 10010(a)(2), Published once at least 7 days prior to Public Hearing #3
6. Council Meeting / Public Hearing #3		Map(s)/Sequencing Published E.C. 10010(a)(2), More than 7 days after Draft Map(s)/Sequencing Publication
7. Council Meeting / Public Hearing #4 – Introduction / First Reading of Ordinance		After Map(s)/Sequencing Published E.C. 10010(a)(2), within 45 days of Public Hearing #3
8. Council Meeting / Second Reading of Ordinance		Publish Entire Adopted Ordinance
9. Ordinance Effective Immediately		Government Code 36937 (Election Ordinance Effective Immediately) Unless Charter requires otherwise
10. Council Members Transition to Representing their Respective Districts via Ordinance		





# City of Kerman

*"Where Community Comes First"*

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

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

To: Mayor and City Council  
From: Jerry Jones, City Engineer  
Subject: Award of Contract for Double L Mobile Ranch Park Water Main Jack & Bore Thompson Extension Channel Crossing to JT2 Inc., dba Todd Companies

## RECOMMENDATION

Council by motion adopt resolution awarding the Double L Mobile Ranch Park Water Main Jack & Bore Thompson Extension Channel Crossing to JT2 Inc., dba Todd Companies in the amount of \$82,836.00 and authorize the city manager to sign the agreement.

## EXECUTIVE SUMMARY

The City has been awarded Safe Drinking Water State Revolving Funds (SDWSRF) by the State Water Resources Control Board for the construction of a water main to provide water service to the Double L Mobile Ranch Park located approximately 2.5 miles east of the City. Due to construction scheduling constraints imposed by the Fresno Irrigation District (FID), the City will be required to construct the Project in two separate phases. The first phase of the Project, consisting of the boring and jacking of a steel casing under the Thompson Extension Channel, was advertised and bids were received from two contractors on Tuesday, December 12, 2017. The lowest responsive and responsible bidder was JT2 Inc., dba Todd Companies in the amount of \$82,836.00.

## OUTSTANDING ISSUES

None

## DISCUSSION

The Double L MRP is a rural mobile home park located at the northeast corner of Floyd Avenue and Church Avenue, approximately 2.5 miles east of the City. Due to ongoing water quality issues with the Double L MRP water system, the State has requested, and subsequently awarded funding, for the City to install a water main to the Double L MRP to provide water service to the residents. The water main will be installed in California Avenue from City Limits to Floyd Avenue, and in Floyd Avenue from California to the Double L MRP. The water main will cross several FID irrigation facilities along the route, including the Thompson Extension Channel just east of Bishop Avenue. In coordinating with FID, City Staff has been informed that the crossing of the channel, via boring and jacking of a 16" steel casing, must take place between November and February, during FID's non-irrigation season. Due to the scheduling constraints imposed by FID, the City was forced to split the Project into two phases. The first phase will consist of the jack and bore of the steel casing under FID's Thompson Extension Channel during FID's non-irrigation season. The second phase will consist of the installation of the entire water main from City Limits to Double L MRP, scheduled for Summer 2018.

The City advertised the first phase and bids were received from two contractors on Tuesday, December 12, 2017, and the results are as follows:

Contractor	Bid Amount
JT2 Inc., dba Todd Companies	\$82,836.00
Haydon Construction, Inc.	\$95,661.00
Engineer's Estimate	\$90,000.00

Staff has reviewed the bid submitted by JT2 Inc., dba Todd Companies, along with information regarding their previous work experience. Based on review, Staff has determined JT2 Inc., dba Todd Companies to be a responsible contractor.

**FISCAL IMPACT**

The project will be fully funded by SDWSRF. The total estimated Project cost is \$1,135,000 including design, construction management, and contingency. The cost of the contract for the bore and jack is included in the overall Project cost.

**PUBLIC HEARING**

Not Required.

Attachments:

- A. Resolution



Attachment 'A'

RESOLUTION NO. 17-\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
ACCEPTING BIDS FOR THE DOUBLE L MOBILE RANCH PARK WATER MAIN  
JACK & BORE THOMPSON EXTENSION CHANNEL CROSSING  
AND AWARDING BID TO JT2 INC., DBA TODD COMPANIES**

WHEREAS, the Invitation to Bid for the Double L Mobile Ranch Park Water Main Jack & Bore Thompson Extension Channel Crossing was published in the Kerman News on November 22, 2017 and May 29, 2017 and was sent electronically and mailed to all construction trade journals specified for the City by the California Uniform Construction Cost Accounting Commission in accordance with the City's Formal Contract Procedures and California Public Contract Code Section 22037 and;

WHEREAS, the project consists of the jack and bore of a steel casing under the Thompson Extension Channel within the County of Fresno; and

WHEREAS, the following bids for the project were publicly opened and read aloud at the Kerman City Hall on December 12, 2017 at 2:00 p.m.

Contractor	Bid Amount
JT2 Inc., dba Todd Companies	\$82,836.00
Haydon Construction, Inc.	\$95,661.00

WHEREAS, the City Engineer's Estimate for the Base Bid was \$90,000,

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

1. Upon the recommendation of the City Engineer, the Double L Mobile Ranch Park Water Main Jack & Bore Thompson Extension Channel Crossing be awarded to: JT2 Inc., dba Todd Companies, P.O. Box 6820 Visalia, CA 93290 in the amount of Eighty-Two Thousand Eight Hundred and Thirty-Six Dollars and Zero Cents (\$82,836.00).
2. The City Manager is authorized to sign the City's standard form of agreement for construction projects, as contained in the bid package on behalf of the City of Kerman.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 20<sup>th</sup> day of December, 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