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AGENDA
KERMAN CITY COUNCIL
REGULAR MEETING
Kerman City Hall
850 S. Madera Avenue
Wednesday, February 5, 2014
6:30 PM

AGENDA PACKET AVAILABLE FOR
REVIEW 72 HOURS PRIOR TO
THE CITY COUNCIL 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

Gary Yep - Mayor
Doug Wilcox – Mayor Pro-Tem
Raj Dhaliwal – Council Member
Charlie Jones – Council Member
Nathan Fox – Council Member

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

OPENING CEREMONIES

- Welcome – Mayor Gary Yep
- 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. CEREMONIAL MATTERS

- A.** Letter from Malka Kaur Nijjer (MR)

RECOMMENDATION: Informational Only

ATTACHMENTS: [Letter](#)

- B.** Presentation of 3rd and 4th Quarter Reports by Mid Valley Disposal (MR)

RECOMMENDATION: Informational Only

ATTACHMENTS: [Mid Valley Disposal Newsletter](#)

C. Letter of Support for the Fourth Annual Kerman Teen Summit - Hungry Games (PG)

RECOMMENDATION: Council consider a donation towards the Fourth Annual Kerman Teen Summit.

ATTACHMENTS: [Teen Summit Donation Letter](#)

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: [January 15, 2014](#)

B. SUBJECT: Payroll

Payroll Report: December 22, 2013 - January 4, 2014: \$118,487.86; Overtime: \$4,141.12; Standby & FTO: \$1,101.14; Comp Time Earned: 7.5

Payroll Report: January 5, 2014 - January 18, 2014: \$117,682.45; Retro Pay: \$95.09; Overtime: \$3,767.61; Standby & FTO: \$1,094.86
Comp Time Earned: 13.5

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime](#)

C. SUBJECT: Warrants/Electronic Bank Transfers

Nos. 38447-38611: \$631,677.51; Electronic Bank Transfer: \$119,913.42
Excepting: Kerwest Newspapers: #38484 - \$840.00 & #38597 - \$30.00
Valley Food Center: #38509 - \$137.43 & #38609 - \$63.36

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

ATTACHMENTS: [Accounts Payable](#)

D. **SUBJECT**: Monthly Investment Report Ending December 31, 2013 (LP)

RECOMMENDATION: Council approve the Monthly Investment Report as presented.

ATTACHMENTS: [Investment Report](#)

3. **PUBLIC HEARINGS**

No Public Hearings Scheduled

4. **DEPARTMENT REPORTS**

A. **SUBJECT**: Options to Fill Vacancy on Council Created by the Resignation of Charlie Jones (MB)

RECOMMENDATION: Council has 60 days or no later than March 29, 2014 to consider the following options to fill the vacancy created by Charlie Jones

1. Fill the vacancy by making an appointment
2. Fill the vacancy by calling a special election to coincide with the November 2014 election

ATTACHMENTS: [Staff Report - Council Vacancy](#)

B. **SUBJECT**: Resolution Awarding Contract to Springbrook Software, Inc. for New Accounting Software System (TJ)

RECOMMENDATION: Council adopt resolution awarding the contract to Springbrook Software, Inc. for a new accounting software system and authorize the City Manager to execute the Master Client Agreement with addendums.

ATTACHMENTS: [Staff Report - Accounting Software](#)

C. **SUBJECT**: Resolution Urging the President to Declare a State of Emergency Due to Unprecedented Drought Conditions (LP)

RECOMMENDATION: Council adopt resolution urging the President to declare a State of Emergency due to unprecedented drought conditions and authorize the City Manager to sign a letter on behalf of the city to President Obama.

ATTACHMENTS: [Staff Report - State of Emergency](#)

D. **SUBJECT**: Kerman Police Department 2013 Annual Report (JKB)

RECOMMENDATION: Council receive the Kerman Police Department 2013 Annual Report.

5. **CITY MANAGER/STAFF COMMUNICATIONS**

6. **MAYOR/COUNCIL REPORTS**

7. CLOSED SESSION

- A.** Government Code Section 45956.9(a) Conference with Legal Counsel - Pending Litigation: City of Clovis, et al. v. County of Fresno, Court of Appeal for State of California, Fifth Appellate District, Appeal No. F060148
- B.** Government Code Section 45956.9(a) Conference with Legal Counsel - Pending Litigation: Pacific Mountain Partners
- C.** Government Code Section 54957 Public Employment - Title: Finance Director

COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN

8. ADJOURNMENT

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.

January 22, 2014

Dear Kerman Board Members,

I have organized this speech and presentation to raise awareness about the animals within the city of Kerman. As we all know the City of Kerman does not have an official building or shelter and that is becoming a concern. The weather can be a problem with no heating or cooling systems. I would like to present to you my concerns and possible solutions to resolve these issues.

Sincerely,

Malka

Kaur

Nijjer



GREEN Living

www.midvalleydisposal.com
 15300 W. Jensen Ave. Kerman, CA 93630
 559.843.2467

QUARTER 3/4

CALIFORNIA'S 75% RECYCLING INITIATIVE

The State of California has proposed a new 75% Recycling Initiative with the hopes of a 75% source reduction of solid waste by the year 2020. Instead of focusing primarily on local diversion, the law calls for the Department of Resources Recycling and Recovery (CalRecycle) to take a statewide approach to decreasing California's reliance on landfills. CalRecycle has been tasked by the Legislature to examine how extensions of existing efforts, as well as new strategies, can be combined to reach this new policy goal.

It is Mid Valley Disposal's goal to continue to partner and support diversion programs within the city of Kerman to reach this 75% recycling goal for both the benefit of the city and it's residents. This is going to be done through continuous outreach and education, as well as new innovative education and collection programs for the city.

LOCAL BUSINESSES DOING THEIR PART

During the 3rd and 4th quarter of the year, Mid Valley Disposal's Outreach Specialist visited 60 businesses. The Outreach Specialist inspected recycling bins for trash and also made sure that businesses had educational material that may be needed. Results of these site visits showed that businesses are doing a better job recycling additional materials other than cardboard. We also noticed that businesses were also doing wonderfully breaking down boxes to prevent overflows. Many businesses such as Shell and Round Table were doing great with the breaking down boxes. Sixteen multi-family dwellings were also visited and of those, ten sites received recycling information delivered door to door. We hope see an increase in diversion during the next visit at these locations.

National Night Out



Kerman Ag Expo



Kerman Christmas Parade



IN THE COMMUNITY

During the second half of the year, Mid Valley Disposal staff took part in the following events in the city of Kerman: National Night Out, Kerman Harvest Fest, Health Fair, Ag Expo, and the Kerman Christmas Parade. Altogether, MVD staff was able to reach over 400 residents by providing recycling & hazardous waste disposal information during

PERMANENT HOUSEHOLD HAZARDOUS WASTE FACILITY

Fresno County is moving along with the construction of the permanent HHW drop off facility at American Ave Landfill. The grand opening ceremony of the new site is planned for November 2014. As part of the HHW facility project Fresno County MOU members are looking for potential locations to implement convenient drop off sites in each City for materials such as Paint, Prescription drugs, Fluorescent light bulbs, and batteries. Potential drop off sites to consider include a retail store or public works yard. Please send recommended sites to Ivette Rodriguez at ivetter@midvalleydisposal.com.

2013 3rd and 4th Quarter Tonnage	Recycling	Green Waste	Refuse	Total Diversion
Residential	380.32	1114.85	1578.6	49%
Commercial	271.11		1400.9	16.3%



Dear Kerman City Council,

The Kerman Teen Summit Planning Committee is excited and motivated to begin planning the **2014 Kerman Teen Summit**. For the past 3 years the Kerman Unified School District, Youth Leadership Institute (YLI), and the City of Kerman Parks, Recreation and Community Services Department have partnered with several local organizations to host the Annual Kerman Teen Summit. This years theme is, ***Hunger Games: Volunteer yourself as tribute to help your community***. In an effort to attract youth to the summit and to ensure that the event remain youth focused, youth leaders from the Kerman Youth Commission and YLI Friday Night Live, have teamed up with organizers to plan every detail of the event. The summit will include a keynote presentation, various informational booths, and workshops on key topics impacting teens. The goal of the summit is to provide youth with a broader perspective on issues that impact their lives and allow them the opportunity to understand, overcome and contribute solutions to any challenges they might be facing. Our hope is to provide them with the motivation and resources to make healthy decisions and choices.

The summit is scheduled for Saturday, March 22, 2014 from 8:00am to 2:30pm and will be open to all Kerman Middle School, Enterprise, Kerman High School, and Friday Night Live Students. This event is **FREE** to all students and will include breakfast, lunch and a t-shirt. Various raffle prizes will also be given away during lunch and at the end of the summit. Students will have the opportunity to register for the event at Kerman Middle School, Kerman High School, Kerman Community/Teen Center Offices and online.

The Planning Committee is again asking for your support of a \$500 donation to help make this year's event a success. We are hoping to receive support through local contributions, monetary donations and sponsorships, to cover the cost of meals, t-shirts, speakers, and raffle prizes for this event. A tax-deductible donation can be made to **Kerman High School- Kerman Teen Summit 205 S. First Street Kerman CA 93630, with the memo line indicating: Donation for Kerman Teen Summit/Friday Night Live**. Organizations and businesses that sponsor at the Bronze, Silver, Gold and Platinum levels will be recognized dependent upon their level of sponsorship. Please note that any donation amount or raffle prize item is welcomed. We are planning to host 200 students at this event, and hope we can count on your local business or organization for a generous donation.

We thank you for your time and consideration. We look forward to any support you can provide. If you require additional information, please contact Cynthia Sapien at (559) 255-3300 or Theresa Johnson at (559) 846-9383 and we will be happy to answer any questions you may have.

Sincerely,

Kerman Teen Summit Planning Committee



YOUTH LEADERSHIP INSTITUTE





MINUTES
KERMAN CITY COUNCIL
 REGULAR MEETING
 Kerman City Hall
 850 S. Madera Avenue
 Wednesday, January 15, 2014
 6:30 PM

Gary Yep - Mayor
 Doug Wilcox – Mayor Pro-Tem
 Raj Dhaliwal – Council Member
 Charlie Jones – Council Member
 Nathan Fox – Council Member

Present: Mayor Yep (GY) Dhaliwal (RD), Fox (NF), Jones (CJ) Wilcox (DW)
 Absent: None
 Also Present: City Manager/Planning & Development Director Patlan, City Attorney Blum, Community Services Director, Chief of Police, PW Director, City Engineer

OPENING CEREMONIES

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

AGENDA APPROVAL/ADDITIONS/DELETIONS

Too Late for Agenda Item 4.D Resolution Urging the Governor to Declare a State of Emergency Due to Unprecedented Drought Conditions

1. CEREMONIAL MATTERS

- A. Presentation of New Online Recreation Management Registration System (PG)

REQUEST TO ADDRESS COUNCIL

2. CONSENT CALENDAR

- A. **SUBJECT:** December 18, 2013

RECOMMENDATION: Council approve minutes as presented.

- B. **SUBJECT:** Payroll

Payroll Report: December 8-21, 2013: \$121,910.54;

RECOMMENDATION: Council approve payroll as presented.

- C. **SUBJECT:** Warrants/Electronic Bank Transfers
 Nos. 38326-38446: \$660,824.46; Electronic Bank Transfers: \$136,800.85
 Excepting: Kerwest #38342 - \$810.00; VFC: #38354 - \$338.05

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

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

6:33 p.m.

All present
 except DW
 NF

Boy Scout
 Troop #3
 (BST)

6:41 p.m.
 DW arrived.
 Approved
 DW/CJ to
 add Item
 4.D (5-0-0)

Presented
 J. Boyd/Boy
 BST #3

Approved
 DW/CJ
 Except
 38342 &
 38354
 (5-0-0)

Approved
 38342
 CJ/RD
 (4-0-1) DW

Approved
 38354
 DW/CJ
 (4-0-1) GY

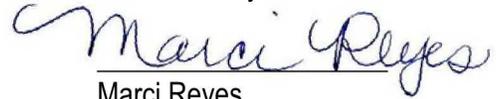
<p>D. <u>SUBJECT</u>: Resolution Accepting the 2013 Local Street Project (GH)</p> <p><u>RECOMMENDATION</u>: Council adopt resolution accepting the 2013 Local Street Project and authorizing the City Engineer to record the Notice of Acceptance.</p>	Res 14-01
<p>E. <u>SUBJECT</u>: Resolutions Accepting the Police Department Building Roofing and HVAC Projects (GH)</p> <p><u>RECOMMENDATION</u>: Council adopt resolutions accepting the work for the Police Department Building Roofing and HVAC Projects and authorizing the City Engineer to record the Notices of Acceptance for both projects.</p>	Res 14-02 Res 14-03
<p>3. PUBLIC HEARINGS - No Public Hearings Scheduled</p>	No PH
<p>4. DEPARTMENT REPORTS</p>	
<p>A. <u>SUBJECT</u>: Resolution Making Appointment to Vacant Seat on the Kerman Planning Commission (MR)</p> <p><u>RECOMMENDATION</u>: Council adopt resolution making an appointment to fill a vacant seat on the Kerman Planning Commission.</p>	Approved CJ/RD (5-0-0) Res 14-04
<p>B. <u>SUBJECT</u>: Resolution Approving the Final Negative Declaration for the Double L Mobile Ranch Park Water Service Project (GH)</p> <p><u>RECOMMENDATION</u>: Council adopt resolution approving the Final Negative Declaration for the Double L Mobile Ranch Park Water Service Project and authorizing staff to file the Notice of Determination.</p>	Approved CJ/NF (5-0-0) Res 14-05
<p>C. <u>SUBJECT</u>: 2013 Crime Report (JKB)</p> <p><u>RECOMMENDATION</u>: Informational only.</p>	Continued to Feb 5 mtg
<p>D. <u>SUBJECT</u>: Resolution Urging the Governor to Declare a State of Emergency Due to Unprecedented Drought Conditions</p> <p><u>RECOMMENDATION</u>: Council adopt resolution urging the Governor to declare a State of Emergency due to unprecedented drought conditions.</p>	Approved DW/NF (5-0-0) Res 14-06
<p>5. CITY MANAGER/STAFF COMMUNICATIONS</p>	
<p>6. MAYOR/COUNCIL REPORTS</p>	
<p>CLOSED SESSION</p>	7:20 p.m.
<p>A. Government Code Section 45956.9(a) Conference with Legal Counsel - Pending Litigation: Pacific Mountain Partners</p>	No reportable action
<p>B. Government Code Section 54956.8 Conference with Real Property Negotiators - Property: 14491 W. Whitesbridge Rd.; Agency negotiator: City Manager and Daryl Balch, Right of Way Agent; Negotiating parties: Jack Sidhu; Under negotiation: Price and terms</p>	
<p>C. Government Code Section 54957 Public Employment - Title: Finance Director</p>	Instructions to CM

7. ADJOURNMENT

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: January 16, 2014



Marci Reyes
City Clerk

**CITY OF KERMAN
PAYROLL REPORT**

PAY PERIOD: December 22, 2013 - January 04, 2014

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>								
414 Patlan, Luis	\$ 4,664.77	\$ -	-	\$ -	-	\$ -	\$ 4,664.77	
15 Gonzalez, Diana	\$ 1,782.92	\$ -	-	\$ -	-	\$ -	\$ 1,782.92	
332 Alvarez, Josefina	\$ 1,577.54	\$ -	-	\$ -	-	\$ -	\$ 1,577.54	
350 Jones, Toni	\$ 2,459.54	\$ -	-	\$ -	-	\$ -	\$ 2,459.54	
375 Reyes, Marcia	\$ 2,463.23	\$ -	-	\$ -	-	\$ -	\$ 2,463.23	
435 Nazaroff, Helen	\$ 1,724.31	\$ -	-	\$ -	-	\$ -	\$ 1,724.31	
518 Garza, Amy	\$ 708.00	\$ -	-	\$ -	-	\$ -	\$ 708.00	
TOTAL	\$ 15,380.31	\$ -	-	\$ -	-	\$ -	\$ 15,380.31	0.00
<u>REC/SOCIAL</u>								
11 Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	
35 Arredondo, Barbara	\$ 1,462.15	\$ -	-	\$ -	-	\$ -	\$ 1,462.15	
76 Wright, Judy	\$ 112.00	\$ -	-	\$ -	-	\$ -	\$ 112.00	
97 Gonzalez, Jose Felix	\$ 1,505.08	\$ -	-	\$ -	-	\$ -	\$ 1,505.08	
237 Salvador, Mark	\$ 1,846.15	\$ -	-	\$ -	-	\$ -	\$ 1,846.15	
292 Silva, Jessica	\$ 286.75	\$ -	-	\$ -	-	\$ -	\$ 286.75	
405 Sidhu, Nirmal	\$ 1,436.31	\$ -	-	\$ -	-	\$ -	\$ 1,436.31	
361 Lujan, Vanessa	\$ 520.00	\$ -	-	\$ -	-	\$ -	\$ 520.00	
517 Johnson, Theresa	\$ 1,555.85	\$ -	-	\$ -	-	\$ -	\$ 1,555.85	
497 Arredondo, Raquel	\$ 216.00	\$ -	-	\$ -	-	\$ -	\$ 216.00	
498 Ayala, Adrien	\$ 240.00	\$ -	-	\$ -	-	\$ -	\$ 240.00	
502 Gallegos, Yenifer	\$ 240.00	\$ -	-	\$ -	-	\$ -	\$ 240.00	
513 Jeanna Burdine-Slaven	\$ 1,411.38	\$ -	-	\$ -	-	\$ -	\$ 1,411.38	
515 Figueroa, Rita	\$ 477.00	\$ -	-	\$ -	-	\$ -	\$ 477.00	
516 Villarreal, Arlene	\$ 72.00	\$ -	-	\$ -	-	\$ -	\$ 72.00	
TOTAL	\$ 15,115.44	\$ -	-	\$ -	-	\$ -	\$ 15,115.44	
<u>POLICE</u>								
29 Rodrigues, Mary	\$ 1,724.77	\$ -	-	\$ -	-	\$ -	\$ 1,724.77	
59 Madruga, Ron	\$ 2,908.15	\$ -	2.00	\$ 109.06	-	\$ -	\$ 3,017.21	
69 Chapman, Tom	\$ 2,211.23	\$ -	1.00	\$ 41.46	-	\$ -	\$ 2,252.69	
101 Cubillos, Teresa	\$ 2,980.62	\$ -	-	\$ -	-	\$ -	\$ 2,980.62	
245 Barbosa, Isaias	\$ 2,211.23	\$ -	-	\$ -	-	\$ -	\$ 2,211.23	
291 Ramirez, Donald	\$ 1,724.77	\$ -	8.00	\$ 258.72	-	\$ -	\$ 1,983.48	
296 Mendoza, Sandra	\$ 2,158.62	\$ -	4.00	\$ 161.90	7.50	\$ 50.59	\$ 2,371.10	
343 Davis, Jeff	\$ 2,638.15	\$ -	12.00	\$ 593.58	-	\$ -	\$ 3,231.74	
354 Ness, Lee	\$ 2,005.85	\$ -	-	\$ -	-	\$ -	\$ 2,005.85	
363 Barcoma, Wilbert	\$ 1,460.19	\$ -	-	\$ -	-	\$ -	\$ 1,460.19	
369 Ramer, Joseph	\$ 1,394.77	\$ -	-	\$ -	-	\$ -	\$ 1,394.77	
402 Nevis, James	\$ 2,211.23	\$ -	-	\$ -	-	\$ -	\$ 2,211.23	
423 Magallon, Peter	\$ 2,158.62	\$ -	-	\$ -	-	\$ -	\$ 2,158.62	
425 Belding, Jeff	\$ 1,074.00	\$ -	-	\$ -	-	\$ -	\$ 1,074.00	
442 Antuna, Eric	\$ 146.84	\$ -	-	\$ -	-	\$ -	\$ 146.84	
458 Nelson, Christopher J	\$ 2,908.15	\$ -	-	\$ -	-	\$ -	\$ 2,908.15	
459 Milchovich, Lindsay	\$ 1,910.31	\$ -	6.00	\$ 214.91	-	\$ -	\$ 2,125.22	
468 Tiwana, Manpreet	\$ 1,775.54	\$ -	8.00	\$ 266.33	-	\$ -	\$ 2,041.87	
474 Blohm, Joseph	\$ 3,854.77	\$ -	-	\$ -	-	\$ -	\$ 3,854.77	
476 Rodriguez, Erika	\$ 1,775.54	\$ -	8.00	\$ 266.33	-	\$ -	\$ 2,041.87	

**CITY OF KERMAN
PAYROLL REPORT**

PAY PERIOD: December 22, 2013 - January 04, 2014

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
478 O'Bar, Joshua	\$ 1,732.62	\$ -	8.00	\$ 259.89	-	\$ -	\$ 1,992.51	
479 Attkisson, Joseph	\$ 1,650.00	\$ -	-	\$ -	-	\$ -	\$ 1,650.00	1.5
485 Lehman, Dustin	\$ 1,005.00	\$ -	-	\$ -	-	\$ -	\$ 1,005.00	
487 Antuna, Miguel	\$ 300.00	\$ -	-	\$ -	-	\$ -	\$ 300.00	
501 Ledezma, Linda	\$ 1,119.69	\$ -	14.00	\$ 293.92	-	\$ -	\$ 1,413.61	
504 Labetiaux, EJ Medina	\$ 480.00	\$ -	-	\$ -	-	\$ -	\$ 480.00	
505 Valenzuela, Arnold	\$ 384.00	\$ -	-	\$ -	-	\$ -	\$ 384.00	
512 Seroka, Dylan	\$ 360.00	\$ -	-	\$ -	-	\$ -	\$ 360.00	
TOTAL:	\$ 48,264.64	\$ -	71.00	\$ 2,466.10	7.50	\$ 50.59	\$ 50,781.33	7.50

PUBLIC WORKS

8 Gonzales, Ruben	\$ 1,926.00	\$ -	-	\$ -	-	\$ -	\$ 1,926.00	
20 Rodriguez, Joe	\$ 352.47	\$ -	-	\$ -	-	\$ -	\$ 352.47	
25 Prieto, Ruben	\$ 1,687.85	\$ -	-	\$ -	-	\$ -	\$ 1,687.85	
26 Gruce, Robert	\$ 2,429.54	\$ -	-	\$ -	-	\$ -	\$ 2,429.54	
27 Hearld, Douglas	\$ 2,838.92	\$ -	-	\$ -	-	\$ -	\$ 2,838.92	
87 Madruga, Lydia	\$ 1,926.00	\$ -	-	\$ -	-	\$ -	\$ 1,926.00	
134 Ramirez, Manuel	\$ 1,751.08	\$ -	-	\$ -	-	\$ -	\$ 1,751.08	
172 Chavez, Fernando M.	\$ 2,265.23	\$ -	1.00	\$ 42.47	-	\$ -	\$ 2,307.70	
290 Gastelum, Humberto	\$ 1,886.31	\$ -	2.00	\$ 94.32	-	\$ -	\$ 1,980.62	
298 Barajas, Michael	\$ 1,834.15	\$ -	25.00	\$ 1,020.25	22.50	\$ 515.86	\$ 3,370.26	
322 Castro, Joseph	\$ 1,708.15	\$ -	2.00	\$ 85.41	2.25	\$ 48.04	\$ 1,841.60	
349 Arechiga, Pastor	\$ 1,607.54	\$ -	-	\$ -	-	\$ -	\$ 1,607.54	
378 Sanchez, Daniel	\$ 1,436.31	\$ -	-	\$ -	-	\$ -	\$ 1,436.31	
389 Zapata, Domingo	\$ 1,817.08	\$ -	-	\$ -	-	\$ -	\$ 1,817.08	
329 Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	
420 Medeiros, Cheryl	\$ 1,791.69	\$ -	-	\$ -	-	\$ -	\$ 1,791.69	
460 Vallejo, Edward	\$ 1,730.31	\$ -	11.50	\$ 432.58	22.50	\$ 486.65	\$ 2,649.53	
486 Palacios, Jesus	\$ 580.00	\$ -	-	\$ -	-	\$ -	\$ 580.00	
495 Valdivia III, Gregorio	\$ 580.00	\$ -	-	\$ -	-	\$ -	\$ 580.00	
TOTAL	\$ 34,002.47	\$ -	41.50	\$ 1,675.02	47.25	\$ 1,050.55	\$ 36,728.04	

PLANNING

37 Pimentel, Olivia	\$ 2,104.62	\$ -	-	\$ -	-	\$ -	\$ 2,104.62	
234 Kufis, Chris	\$ 2,346.00	\$ -	-	\$ -	-	\$ -	\$ 2,346.00	
326 Fonseca, Monica	\$ 1,274.38	\$ -	-	\$ -	-	\$ -	\$ 1,274.38	
TOTAL	\$ 5,725.00	\$ -	-	\$ -	-	\$ -	\$ 5,725.00	0.00

PLANNING

Epperson, R	\$ -
Lopez, Michael	\$ -
Bandy, Robert	\$ -
Harris, Jordan	\$ -
Melgoza, G	\$ -
Nehring, K	\$ -
Nijjer, B	\$ -
Total	\$ -

COUNCIL

Dhaliwal	\$ -
Wilcox	\$ -
Yep	\$ -
Jones	\$ -
Fox	\$ -
Total	\$ -

GRAND TOTAL:	\$118,487.86	\$0.00	112.50	\$4,141.12	54.75	\$1,101.14	\$ 123,730.12	7.50
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**CITY OF KERMAN
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

PAY PERIOD - 12-22-13 - 01-04-14

POLICE DEPARTMENT

Overtime Categories - Number of Hours							
Regular Overtime	Court	Shift Coverage	SID	Detail	Avoid the 21 Grant	Special Events	Total
22	4	7			38		71
(see note below)		(see note below)			(see note below)		
DOUBLE TIME: (Sunday)							0
						Sub Total	71

PUBLIC WORKS DEPARTMENT

Overtime Categories - Number of Hours							
Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total	
7	4	3			4	18	
(see note below)		(see note below)		(see note below)			
DOUBLE TIME: (Sunday)							23.5
1	8.5			6	8	23.5	
						Sub Total	41.5

COMMUNITY SERVICES DEPARTMENT

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

FINANCE / PLANNING DEPARTMENTS

Overtime Categories - Number of Hours					
Regular Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit	Total
					0
					Sub Total
					0
Total Hours (All Departments)					<u>112.5</u>

POLICE DEPARTMENT:

Regular Overtime –22 hours were all due to records department working on cases and stats. When an incident occurs at the end of a shift and officer needed extra time, i.e. to complete a call for service, late arrest, report writing, etc.

Court – 4 Officer attending court proceedings.

Shift Coverage – 7 hours due to shift coverage for baby bonding & vacations. When officer is called in to cover an absence due to vacation, a recent vacancy, or injury of an officer who is out on medical leave.

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

Training – Officers instructing or attending classes. Overtime may occur when officers cover the shift of those in training.

Grant – 38 hours- for two days for the AVOID grant. Officers conducting Special Enforcement Control. Avoid the 21, Click It or Ticket, and Special Project. The City gets reimbursed for overtime through the Grant Programs.

Special Events - Occurs when officers are needed for events such as Harvest Festival, 3rd of July, Parades, etc.

PUBLIC WORKS DEPARTMENT:

Water Service - Includes 7 hrs overtime and 1 hr doubletime for shut-off and turn-on of service, all water related emergencies.

Sewer Emergencies - 4 hrs overtime and 8.5 hrs doubletime -SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related issues)

Animal Control - 3 hrs overtime -Vicious or dead animals. (not normally used for stray animals)

Special Events - Harvest Festival, Pagentry of Lights, National Night Out Water Conservation booth, Portuguese Parade, 3rd of July, including set up and clean up.

Other - 2 hrs overtime- tow KPD vehicle/2 hrs overtime shop alarm (bird)/Anything not covered in other categories.

Call Back -2 hrs overtime-tow KPD vehicle Any emergencies where additional employees are called to assist.

On-Call Duties 4 hours overtime and 8 hours double time for reading and recording flow meters on wells and sewer plant; feed and clean kennels, verify WWTP running effectively, etc. OT is for two weekends. and/or any holidays

COMMUNITY SERVICES DEPARTMENT

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

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

FINANCE / PLANNING DEPARTMENTS

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.

**CITY OF KERMAN
PAYROLL REPORT**

PAY PERIOD: January 05, 2014 - January 18, 2014

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>								
414 Patlan, Luis	\$ 4,664.77	\$ -	-	\$ -	-	\$ -	\$ 4,664.77	
15 Gonzalez, Diana	\$ 1,782.92	\$ -	-	\$ -	-	\$ -	\$ 1,782.92	
332 Alvarez, Josefina	\$ 1,577.54	\$ -	-	\$ -	-	\$ -	\$ 1,577.54	
350 Jones, Toni	\$ 2,459.54	\$ -	-	\$ -	-	\$ -	\$ 2,459.54	
375 Reyes, Marcia	\$ 2,463.23	\$ -	-	\$ -	-	\$ -	\$ 2,463.23	
435 Nazaroff, Helen	\$ 1,724.31	\$ -	-	\$ -	-	\$ -	\$ 1,724.31	
518 Garza, Amy	\$ 708.00	\$ -	-	\$ -	-	\$ -	\$ 708.00	
TOTAL	\$ 15,380.31	\$ -	-	\$ -	-	\$ -	\$ 15,380.31	0.00
<u>REC/SOCIAL</u>								
11 Gallegos, Philip	\$ 3,734.77	\$ -	-	\$ -	-	\$ -	\$ 3,734.77	
35 Arredondo, Barbara	\$ 1,462.15	\$ -	-	\$ -	-	\$ -	\$ 1,462.15	
97 Gonzalez, Jose Felix	\$ 1,505.08	\$ -	-	\$ -	-	\$ -	\$ 1,505.08	
237 Salvador, Mark	\$ 1,846.15	\$ -	-	\$ -	-	\$ -	\$ 1,846.15	
292 Silva, Jessica	\$ 305.25	\$ -	-	\$ -	-	\$ -	\$ 305.25	
405 Sidhu, Nirmal	\$ 1,436.31	\$ -	-	\$ -	-	\$ -	\$ 1,436.31	
361 Lujan, Vanessa	\$ 400.00	\$ -	-	\$ -	-	\$ -	\$ 400.00	
517 Johnson, Theresa	\$ 1,555.85	\$ -	-	\$ -	-	\$ -	\$ 1,555.85	
497 Arredondo, Raquel	\$ 247.50	\$ -	-	\$ -	-	\$ -	\$ 247.50	
498 Ayala, Adrien	\$ 130.00	\$ -	-	\$ -	-	\$ -	\$ 130.00	
502 Gallegos, Yenifer	\$ 170.00	\$ -	-	\$ -	-	\$ -	\$ 170.00	
506 Rangel, Jose A	\$ 20.00	\$ -	-	\$ -	-	\$ -	\$ 20.00	
508 Pinkerton, Selah	\$ 20.00	\$ -	-	\$ -	-	\$ -	\$ 20.00	
513 Jeanna Burdine-Slaven	\$ 1,411.38	\$ -	-	\$ -	-	\$ -	\$ 1,411.38	
515 Figueroa, Rita	\$ 630.00	\$ -	-	\$ -	-	\$ -	\$ 630.00	
516 Villarreal, Arlene	\$ 184.50	\$ -	-	\$ -	-	\$ -	\$ 184.50	
TOTAL	\$ 15,058.94	\$ -	-	\$ -	-	\$ -	\$ 15,058.94	
<u>POLICE</u>								
29 Rodrigues, Mary	\$ 1,724.77	\$ -	-	\$ -	-	\$ -	\$ 1,724.77	3
59 Madrugá, Ron	\$ 2,908.15	\$ -	20.00	\$ 1,090.56	-	\$ -	\$ 3,998.71	
69 Chapman, Tom	\$ 2,211.23	\$ -	-	\$ -	8.00	\$ 55.28	\$ 2,266.51	
101 Cubillos, Teresa	\$ 2,980.62	\$ -	-	\$ -	-	\$ -	\$ 2,980.62	4.5
245 Barbosa, Isaias	\$ 2,211.23	\$ -	2.00	\$ 82.92	-	\$ -	\$ 2,294.15	
291 Ramirez, Donald	\$ 1,724.77	\$ -	0.50	\$ 16.17	-	\$ -	\$ 1,740.94	
296 Mendoza, Sandra	\$ 2,158.62	\$ -	-	\$ -	4.50	\$ 30.36	\$ 2,188.97	
343 Davis, Jeff	\$ 2,638.15	\$ -	4.00	\$ 197.86	4.00	\$ 32.98	\$ 2,868.99	6
354 Ness, Lee	\$ 2,005.85	\$ -	-	\$ -	-	\$ -	\$ 2,005.85	
369 Ramer, Joseph	\$ 1,394.77	\$ -	-	\$ -	-	\$ -	\$ 1,394.77	
402 Nevis, James	\$ 2,211.23	\$ -	16.00	\$ 663.37	-	\$ -	\$ 2,874.60	
423 Magallon, Peter	\$ 2,158.62	\$ -	-	\$ -	-	\$ -	\$ 2,158.62	
442 Antuna, Eric	\$ 146.84	\$ -	-	\$ -	-	\$ -	\$ 146.84	
458 Nelson, Christopher J	\$ 2,908.15	\$ -	7.50	\$ 408.96	-	\$ -	\$ 3,317.11	
459 Milchovich, Lindsay	\$ 1,910.31	\$ -	6.00	\$ 214.91	-	\$ -	\$ 2,125.22	
468 Tiwana, Manpreet	\$ 1,775.54	\$ -	-	\$ -	-	\$ -	\$ 1,775.54	
474 Blohm, Joseph	\$ 3,854.77	\$ -	-	\$ -	-	\$ -	\$ 3,854.77	
476 Rodriguez, Erika	\$ 1,775.54	\$ -	-	\$ -	-	\$ -	\$ 1,775.54	
478 O'Bar, Joshua	\$ 1,732.62	\$ -	-	\$ -	-	\$ -	\$ 1,732.62	

**CITY OF KERMAN
PAYROLL REPORT**

PAY PERIOD: January 05, 2014 - January 18, 2014

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
479 Attkisson, Joseph	\$ 1,650.00	\$ -	-	\$ -	-	\$ -	\$ 1,650.00	
485 Lehman, Dustin	\$ 975.00	\$ -	-	\$ -	-	\$ -	\$ 975.00	
487 Antuna, Miguel	\$ 300.00	\$ -	-	\$ -	-	\$ -	\$ 300.00	
501 Ledezma, Linda	\$ 1,119.69	\$ -	-	\$ -	-	\$ -	\$ 1,119.69	
504 Labetiaux, EJ Medina	\$ 660.00	\$ -	-	\$ -	-	\$ -	\$ 660.00	
505 Valenzuela, Arnold	\$ 192.00	\$ -	-	\$ -	-	\$ -	\$ 192.00	
512 Seroka, Dylan	\$ 495.00	\$ -	-	\$ -	-	\$ -	\$ 495.00	
TOTAL:	\$ 45,823.45	\$ -	56.00	\$ 2,674.75	16.50	\$ 118.61	\$ 48,616.82	13.50

PUBLIC WORKS

8 Gonzales, Ruben	\$ 1,926.00	\$ -	-	\$ -	-	\$ -	\$ 1,926.00	
20 Rodriguez, Joe	\$ 1,268.90	\$ -	-	\$ -	-	\$ -	\$ 1,268.90	
25 Prieto, Ruben	\$ 1,687.85	\$ -	-	\$ -	-	\$ -	\$ 1,687.85	
26 Gruce, Robert	\$ 2,429.54	\$ -	-	\$ -	-	\$ -	\$ 2,429.54	
27 Hearld, Douglas	\$ 2,838.92	\$ -	-	\$ -	-	\$ -	\$ 2,838.92	
87 Madruga, Lydia	\$ 1,926.00	\$ -	-	\$ -	-	\$ -	\$ 1,926.00	
134 Ramirez, Manuel	\$ 1,751.08	\$ -	11.50	\$ 377.58	22.50	\$ 492.49	\$ 2,621.14	
172 Chavez, Fernando M.	\$ 2,322.00	\$ 95.09	-	\$ -	-	\$ -	\$ 2,417.09	
290 Gastelum, Humberto	\$ 1,886.31	\$ -	-	\$ -	1.50	\$ 35.37	\$ 1,921.68	
298 Barajas, Michael	\$ 1,834.15	\$ -	-	\$ -	-	\$ -	\$ 1,834.15	
322 Castro, Joseph	\$ 1,708.15	\$ -	21.00	\$ 715.29	21.00	\$ 448.39	\$ 2,871.83	
349 Arechiga, Pastor	\$ 1,607.54	\$ -	-	\$ -	-	\$ -	\$ 1,607.54	
378 Sanchez, Daniel	\$ 1,436.31	\$ -	-	\$ -	-	\$ -	\$ 1,436.31	
389 Zapata, Domingo	\$ 1,817.08	\$ -	-	\$ -	-	\$ -	\$ 1,817.08	
329 Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	
420 Medeiros, Cheryl	\$ 1,791.69	\$ -	-	\$ -	-	\$ -	\$ 1,791.69	
460 Vallejo, Edward	\$ 1,730.31	\$ -	-	\$ -	-	\$ -	\$ 1,730.31	
486 Palacios, Jesus	\$ 580.00	\$ -	-	\$ -	-	\$ -	\$ 580.00	
495 Valdivia III, Gregorio	\$ 580.00	\$ -	-	\$ -	-	\$ -	\$ 580.00	
TOTAL	\$ 34,975.67	\$ 95.09	32.50	\$ 1,092.87	45.00	\$ 976.25	\$ 37,139.87	

PLANNING

37 Pimentel, Olivia	\$ 2,104.62	\$ -	-	\$ -	-	\$ -	\$ 2,104.62	
234 Kufis, Chris	\$ 2,346.00	\$ -	-	\$ -	-	\$ -	\$ 2,346.00	
326 Fonseca, Monica	\$ 1,368.46	\$ -	-	\$ -	-	\$ -	\$ 1,368.46	
TOTAL	\$ 5,819.08	\$ -	-	\$ -	-	\$ -	\$ 5,819.08	0.00

PLANNING

Epperson, R	\$ -
Lopez, Michael	\$ -
Bandy, Robert	\$ -
Harris, Jordan	\$ -
Melgoza, G	\$ -
Nehring, K	\$ -
Nijjer, B	\$ -
Total	\$ -

COUNCIL

Dhaliwal	\$ 125.00
Wilcox	\$ 125.00
Yep	\$ 125.00
Jones	\$ 125.00
Fox	\$ 125.00
Total	\$ 625.00

GRAND TOTAL:	\$117,682.45	\$95.09	88.50	\$3,767.61	61.50	\$1,094.86	\$ 122,640.01	13.50
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**CITY OF KERMAN
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

PAY PERIOD -01-05-14 - 01-18-14

POLICE DEPARTMENT

Overtime Categories - Number of Hours

Regular Overtime	Court	Shift Coverage	SID	Detail	Avoid the 21 Grant	Special Events	Total
7.5		48.5					56
(see note below)		(see note below)			(see note below)		
DOUBLE TIME: (Sunday)							<u>0</u>
							Sub Total <u>56</u>

PUBLIC WORKS DEPARTMENT

Overtime Categories - Number of Hours

Water Service	Sewer Emergencies	Animal Control	Special Events	Other (On-call)	On Call Duties	Total
7	7.5			6	8	28.5
(see note below)	(see note below)			(see note below)	(see note below)	
DOUBLE TIME: (Sunday)						<u>4</u>
						Sub Total <u>32.5</u>

COMMUNITY SERVICES DEPARTMENT

Overtime Categories - Number of Hours

Regular Overtime	After Hour Event	Total
		<u>0</u>
		Sub Total <u>0</u>

FINANCE / PLANNING DEPARTMENTS

Overtime Categories - Number of Hours

Regular Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit	Total
					<u>0</u>
					Sub Total <u>0</u>
Total Hours (All Departments)					<u><u>88.5</u></u>

POLICE DEPARTMENT:

Regular Overtime – 7.5 hours- 2 hours for in custody report writing/5.5 for staff & PC 290 meetings. When an incident occurs at the end of a shift and officer needed extra time, i.e. to complete a call for service, late arrest, report writing, etc.

Court – Officer attending court proceedings.

Shift Coverage – 48.5 hours: coverage for vacation, sick and FMLA. When officer is called in to cover an absence due to vacation, a recent vacancy, or injury of an officer who is out on medical leave.

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

Training – Officers instructing or attending classes. Overtime may occur when officers cover the shift of those in training.

Grant – Officers conducting Special Enforcement Control. Avoid the 21, Click It or Ticket, and Special Project. The City gets reimbursed for overtime through the Grant Programs.

Special Events - Occurs when officers are needed for events such as Harvest Festival, 3rd of July, Parades, etc.

PUBLIC WORKS DEPARTMENT:

Water Service - Includes 7 hrs overtime for shut-off and turn-on of service, all water related emergencies.

Sewer Emergencies - Includes 7.5 hrs overtime-SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related issues)

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

Special Events - Harvest Festival, Pagentry of Lights, National Night Out Water Conservation booth, Portuguese Parade, 3rd of July, including set up and clean up.

Other - On-call - 6 hrs. overtime- City shop alarm problems/park clean up/sidewalk problem/ Verizon needed gate open. Anything not covered in other categories.

Call Back - Any emergencies where additional employees are called to assist.

On-Call Duties 8 hours overtime and 4 hours double time for reading and recording flow meters on wells and sewer plant; feed and clean kennels, verify WWTP running effectively, etc. OT is for two weekends. and/or any holidays

COMMUNITY SERVICES DEPARTMENT

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

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

FINANCE / PLANNING DEPARTMENTS

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.

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	Invoice number	PO number
38447-2009	1	1/14/2014	0	JOSE & JAXQUELINE VARGAS			
	1		52208	*C UTILITY DEPOSIT REFUND	30.21	15479 W ASHLI	
38447-2009	1	1/14/2014	Logged	*** Total ***	30.21		
38448-2009	2	1/14/2014	0	DORA SAIS			
	2		52209	*C UTILITY DEPOSIT REFUND	75.88	1-01-52637-05	
38448-2009	2	1/14/2014	Logged	*** Total ***	75.88		
38449-2009	3	1/14/2014	0	BLANCA CASANOVA			
	3		52210	*C UTILITY DEPOSIT REFUND	109.55	158458 W C ST	
38449-2009	3	1/14/2014	Logged	*** Total ***	109.55		
38450-2009	4	1/14/2014	0	CLUB DE NUTRICION & LUIS M ARR			
	4		52211	*C UTILITY DEPOSIT REFUND	80.77	723 S MADERA	
38450-2009	4	1/14/2014	Logged	*** Total ***	80.77		
38451-2009	5	1/14/2014	0	OLGA Y LARA			
	5		52212	*C UTILITY DEPOSIT REFUND	6.04	1-01-08565-01	
38451-2009	5	1/14/2014	Logged	*** Total ***	6.04		
38452-2009	6	1/14/2014	0	SAUL & IRMA CABRERA			
	6		52213	*C UTILITY DEPOSIT REFUND	147.14	14552 W SUNSET	
38452-2009	6	1/14/2014	Logged	*** Total ***	147.14		
38453-2009	7	1/14/2014	0	JESUS MOSQUEDA			
	7		52214	*C UTILITY DEPOSIT REFUND	77.31	15093 W SAN JOA	
38453-2009	7	1/14/2014	Logged	*** Total ***	77.31		
38454-2009	8	1/14/2014	0	CECILIA LEDEZMA			
	8		52215	*C UTILITY DEPOSIT REFUND	83.53	545 S SISKIYOU	
38454-2009	8	1/14/2014	Logged	*** Total ***	83.53		
38455-2009	9	1/14/2014	0	GABRIELA & MANUEL FLORES			
	9		52216	*C UTILITY DEPOSIT REFUND	87.22	535 S SISKIYOU	
38455-2009	9	1/14/2014	Logged	*** Total ***	87.22		
38456-2009	10	1/14/2014	0	INTELLIS CORPORATION			
	10		52217	*C UTILITY PREPAY REFUND	4.14	556 S PARK	
38456-2009	10	1/14/2014	Logged	*** Total ***	4.14		
38457-2009	11	1/14/2014	0	ELIA & PEDRO CORTEZ GOMEZ			
	11		52218	*C UTILITY PREPAY REFUND	7.65	558 S 16TH	
38457-2009	11	1/14/2014	Logged	*** Total ***	7.65		
38458-2009	12	1/14/2014	0	IGNACIO OCHOA			
	12		52219	*C UTILITY DEP/ PREPAY REFUND	181.57	14344 W TAYLOR	
38458-2009	12	1/14/2014	Logged	*** Total ***	181.57		
38459-2009	13	1/14/2014	0	MICHAEL FISHER			
	13		52220	*C UTILITY DEP/ PREPAY REFUND	152.54	542 KAREN	
38459-2009	13	1/14/2014	Logged	*** Total ***	152.54		

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
38460- 2009	14	1/14/2014	0 JOSE ISRAEL & LILLIAN Y PREZA			
	14		52221 *C UTILITY DEP/ PREPAY REFUND	127.56	14550 W G ST	
38460- 2009	14	1/14/2014	Logged *** Total ***	127.56		
38461- 2009	15	1/14/2014	0 TRINIDAD CAMPOS			
	15		52222 *C UTILITY DEP/ PREPAY REFUND	155.37	1-01-07076-10	
38461- 2009	15	1/14/2014	Logged *** Total ***	155.37		
38462- 2009	16	1/14/2014	916 ASHLAND			
	16		52160 WTR-POLYMER FOR SCREW PRESS	3,750.33	130608216	
	16		52183 WTR-SUPPLIES FOR SCREW PRESS	744.92	130606614	
38462- 2009	16	1/14/2014	Logged *** Total ***	4,495.25		
38463- 2009	17	1/14/2014	1109 AT&T			
	17		52151 PD-T-1-LINE SERVICE 12/10/13-1	262.12	12/10/13	
38463- 2009	17	1/14/2014	Logged *** Total ***	262.12		
38464- 2009	18	1/14/2014	1135 AT&T MOBILITY			
	18		52132 PD-WIRELESS SERVICE DEC	265.65	12/27/13	
38464- 2009	18	1/14/2014	Logged *** Total ***	265.65		
38465- 2009	19	1/14/2014	2076 BACKFLOW INDEPENDENT			
	19		52195 WTR CITY BACKFLOW TESTING	3,179.20	711892	
38465- 2009	19	1/14/2014	Logged *** Total ***	3,179.20		
38466- 2009	20	1/14/2014	2019 BSK ASSOCIATES			
	20		52182 WTR TESTING WATER WELLS	940.00	A332090	
38466- 2009	20	1/14/2014	Logged *** Total ***	940.00		
38467- 2009	21	1/14/2014	3061 CHEM QUIP INC			
	21		52170 WTR-WTR SYSTEM CHLOR SUPPLIES	1,622.24	5272497	
	21		52171 WTR-CREDIT PALLET DEPOSIT	930.00	5272493	
38467- 2009	21	1/14/2014	Logged *** Total ***	692.24		
38468- 2009	22	1/14/2014	6082 CITY OF FRESNO WMD			
	22		52145 WTR/SWR-LAB ANALYSIS	120.00	K122613	
	22		52146 WTR/SWR-LAB ANALYSIS	171.00	K010214	
	22		52147 WTR-LAB ANALYSIS	7.50	KA010214	
	22		52177 WTR/SWR-LAB ANALYSIS	120.00	K121813	
38468- 2009	22	1/14/2014	Logged *** Total ***	418.50		
38469- 2009	23	1/14/2014	3023 CLEANSTREET			
	23		52180 STRT-PW STREET SWEEPING	6,672.90	72879	
38469- 2009	23	1/14/2014	Logged *** Total ***	6,672.90		
38470- 2009	24	1/14/2014	3330 COMMUNITY MEDICAL CENTER			
	24		52153 PD BLOOD DRAW (1)	175.00	11/30/13	
38470- 2009	24	1/14/2014	Logged *** Total ***	175.00		
38471- 2009	25	1/14/2014	4023 DEPARTMENT OF JUSTICE			
	25		52136 PD-NOV LIVE SCAN PRINTS	322.00	6702	
	25		52204 PD-2 BLOOD ALCOHOL ANALYSIS	70.00	9361	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n	Description	Net amount	Invoice number	PO number
38471- 2009	25	1/14/2014	Logged	*** Total ***	392.00		
38472- 2009	26	1/14/2014		4135 DIVISION OF THE STATE ARCHITEC			
	26			52167 FIN-REMIT STATE FEE ON BUS LIC	124.20	12/31/13	
38472- 2009	26	1/14/2014	Logged	*** Total ***	124.20		
38473- 2009	27	1/14/2014		3118 FRESNO COUNTY TREASURER			
	27			52205 PD-NOV PARKING ACTIVITY	262.50	12/26/13	
38473- 2009	27	1/14/2014	Logged	*** Total ***	262.50		
38474- 2009	28	1/14/2014		6056 FRESNO COUNTY TREASURER			
	28			52134 PD-DEC 2013 RMS/JMS/CAD ACCESS	165.96	S011177	
	28			52140 PD-NOV PRISONER PROCESSING FEE	72.00	S011144	
38474- 2009	28	1/14/2014	Logged	*** Total ***	237.96		
38475- 2009	29	1/14/2014		6039 FRESNO PET CEMETARY			
	29			52129 AAC (11) ANIMALS DISPOSED	186.50	19198	
38475- 2009	29	1/14/2014	Logged	*** Total ***	186.50		
38476- 2009	30	1/14/2014		8059 GLOBAL ELECTRONIC SERVICES, IN			
	30			52207 WTR REPAIR WELL 15 CONTROL PANELS	1,216.55	307584696	
38476- 2009	30	1/14/2014	Logged	*** Total ***	1,216.55		
38477- 2009	31	1/14/2014		8000 H & J CHEVROLET INC			
	31			52178 V/E-REPAIRS ON TRAILER	206.71	1122613	
38477- 2009	31	1/14/2014	Logged	*** Total ***	206.71		
38478- 2009	32	1/14/2014		10028 HENRY, LOGOLUSO, & BLUM			
	32			52144 CC-DECEMBER LEGAL FEES	3,356.00	12/31/13	
38478- 2009	32	1/14/2014	Logged	*** Total ***	3,356.00		
38479- 2009	33	1/14/2014		8013 HOME DEPOT CREDIT SERVICES			
	33			52143 BPO-SUPPLIES- LIGHT BULBS	323.78	12/16/13	
38479- 2009	33	1/14/2014	Logged	*** Total ***	323.78		
38480- 2009	34	1/14/2014		8960 IDTS, INC			
	34			52152 PD-ANUAL ENROLLMENT (1) FOR NOV	5.00	33870	
38480- 2009	34	1/14/2014	Logged	*** Total ***	5.00		
38481- 2009	35	1/14/2014		9015 INTERNATIONAL INSTITUTE OF			
	35			52169 CLRK-MEMBERSHIP DUES 11MC 2014	145.00	12/12/13	
38481- 2009	35	1/14/2014	Logged	*** Total ***	145.00		
38482- 2009	36	1/14/2014		13031 J C MELTON AIR CONDITIONING IN			
	36			52166 BPO-NEW PARTS INSTALLATION AT PD	520.00	109850	
38482- 2009	36	1/14/2014	Logged	*** Total ***	520.00		
38483- 2009	37	1/14/2014		10050 JUDICIAL DATA SYSTEMS CRP			
	37			52200 PD-NOV PARKING ACTIVITY	100.00	4202	
38483- 2009	37	1/14/2014	Logged	*** Total ***	100.00		
38484- 2009	38	1/14/2014		11033 KERWEST NEWSPAPERS			

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	38		52138 PD ANNUAL SUBSCRIPTION	30.00	1/8/14	
	38		52168 CLRK-LEGAL PUB ORD 13-02	705.00	35554	
	38		52172 CLRK-PUB NEG DEC	105.00	35603	
38484- 2009	38	1/14/2014	Logged *** Total ***	840.00		
38485- 2009	39	1/14/2014	11970 LIGHTHOUSE ELECTRIC, INC			
	39		52149 SWR-PUMP REPAIRS	256.25	00001130	
	39		52150 SWR-REPLACED BREAKER/SINK FAN	4,206.80	00001128	
	39		52156 SWR-BIOLAC BLOWER PROBLEMS	581.00	1127	
	39		52157 SWR-RASWAS PUMP PROBLEMS	186.25	1129	
38485- 2009	39	1/14/2014	Logged *** Total ***	5,230.30		
38486- 2009	40	1/14/2014	13976 NAFFA INTERNATIONAL, INC			
	40		52196 BLD-PLAN CHECK	1,109.03	16439	
38486- 2009	40	1/14/2014	Logged *** Total ***	1,109.03		
38487- 2009	41	1/14/2014	14004 NASCO MODESTO			
	41		52127 AAC- SUPPLIES-BARRELS & PLUNGER	147.02	886921	
38487- 2009	41	1/14/2014	Logged *** Total ***	147.02		
38488- 2009	42	1/14/2014	15032 O'REILLY AUTO PARTS			
	42		52174 VAR-SUPPLIES & PARTS	1,571.65	12/31/13	
38488- 2009	42	1/14/2014	Logged *** Total ***	1,571.65		
38489- 2009	43	1/14/2014	15000 OFFICE DEPOT			
	43		52139 PD-OFFICE SUPPLIES	141.59	68855438001	
	43		52175 WTR/SWR-SUPPLIES	9.10	689908190001	
	43		52176 WTR/SWR-TONER	292.20	689908176001	
38489- 2009	43	1/14/2014	Logged *** Total ***	442.89		
38490- 2009	44	1/14/2014	15010 OFFICE DEPOT CREDIT ACCOUNT			
	44		52163 RA-FOLDERS FOR KCSO TOY DRIVE	12.98	6610048	
	44		52164 RA-OFFICE SUPPLIES	51.78	6843142	
	44		52165 RA-OFFICE SUPPLIES	14.58	6667758	
38490- 2009	44	1/14/2014	Logged *** Total ***	79.34		
38491- 2009	45	1/14/2014	15015 OFFICEMAX INCORPORATED			
	45		52135 PD-TONER	393.38	202499	
38491- 2009	45	1/14/2014	Logged *** Total ***	393.38		
38492- 2009	46	1/14/2014	16025 P.G. & E.			
	46		52133 PD-DEC 2013 ELECT & GAS	1,337.17	12/31/2013	
	46		52141 ADM-MONTHLY UTILITIES GAS & EL	1,131.43	68250253967	
	46		52158 STR-MONTHLY SERVICE	3,670.19	39204006660	
	46		52159 LLD-L&L MONTHLY SERVICE	2,526.59	40551668789	
	46		52179 V/E-MONTHLY SERVICE	682.86	4939626163-5	
	46		52181 BPO-MONTHLY SERVICE	472.08	57413096900	
	46		52189 TRNS-GAS SVC FOR TRANSIT BUS	334.90	28811411199	
38492- 2009	46	1/14/2014	Logged *** Total ***	10,155.22		
38493- 2009	47	1/14/2014	15036 PETE'S A/C & HEAT			
	47		52198 STRC-CLEANED 32 HVAC UNITS FRO	1,260.00	590905	

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38493- 2009	47	1/14/2014	Logged	*** Total ***	1,260.00	
38494- 2009	48	1/14/2014	18005 R & L GIBBS CONSTRUCTION			
	48		52201 PRKC-KATIES PARK CONSTRUCTION	1,262.00	2600	
	48		52202 PRKC-KATIES PARK CONSTRUCTION	2,565.00	2601	
38494- 2009	48	1/14/2014	Logged	*** Total ***	3,827.00	
38495- 2009	49	1/14/2014	18027 RENO'S HARDWARE			
	49		52199 VAR-SUPPLIES	384.01	86-12/31/13	
38495- 2009	49	1/14/2014	Logged	*** Total ***	384.01	
38496- 2009	50	1/14/2014	11010 SEBASTIAN			
	50		52154 BPO-NEW ALARMS CITY SHOP	3,200.00	54130	
38496- 2009	50	1/14/2014	Logged	*** Total ***	3,200.00	
38497- 2009	51	1/14/2014	11053 SEBASTIAN			
	51		52131 PD-DED T 1 LINE	408.52	10225607	
38497- 2009	51	1/14/2014	Logged	*** Total ***	408.52	
38498- 2009	52	1/14/2014	19063 SLUMBERGER LUMBER			
	52		52148 WTR/SWR-SUPPLIES-LESS \$50 EACH	269.36	3305-12/31/13	
	52		52191 CTC-SUPPLIES	28.26	21-12/31/13	
	52		52192 VAR-SUPPLIES - less \$50 EACH	425.93	3115-12/31/13	
38498- 2009	52	1/14/2014	Logged	*** Total ***	723.55	
38499- 2009	53	1/14/2014	19064 SMITH AUTO			
	53		52190 VAR-SUPPLIES	751.14	C39900-12/31/13	
38499- 2009	53	1/14/2014	Logged	*** Total ***	751.14	
38500- 2009	54	1/14/2014	19116 STATE WATER RESOURCES CNTL			
	54		52173 SWR-GRADE 111 OPERATOR EXAMINA	195.00	1/6/14	
38500- 2009	54	1/14/2014	Logged	*** Total ***	195.00	
38501- 2009	55	1/14/2014	18981 SUNSET LANDSCAPES, INC			
	55		52186 PRKC-KATIES PARK CONSTRUCTION	63,032.50	21585	
38501- 2009	55	1/14/2014	Logged	*** Total ***	63,032.50	
38504- 2009	58	1/14/2014	19550 TOM HODGES			
	58		52203 PR-KENPO INSTRUCTOR FEES	1,148.00	122413	
38504- 2009	58	1/14/2014	Logged	*** Total ***	1,148.00	
38505- 2009	59	1/14/2014	99999 U.S. BANK CORPORATE PAYMENT SY			
	59		52142 VAR-CREDIT CARD CHARGES	2,922.11	12/23/13	
38505- 2009	59	1/14/2014	Logged	*** Total ***	2,922.11	
38506- 2009	60	1/14/2014	22004 VALLEY AIR CONDITIONING			
	60		52187 BPO-CITY HALL HEATER DIAGNOSTI	69.00	24160	
38506- 2009	60	1/14/2014	Logged	*** Total ***	69.00	
38507- 2009	61	1/14/2014	80144 VALLEY EXCAVATION, INC.			
	61		52206 PRKC-KATIES PARK CONSTRUCTION	3,840.00	631	
38507- 2009	61	1/14/2014	Logged	*** Total ***	3,840.00	

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38508- 2009	62	1/14/2014	22044 VALLEY FARM SUPPLY STORES, INC			
	62		52193 VAR-SUPPLIES-UNDER \$50 EACH	453.91	03-CITY01-12/13	
38508- 2009	62	1/14/2014	Logged *** Total ***	453.91		
38509- 2009	63	1/14/2014	22002 VALLEY FOOD CENTER			
	63		52184 SCS-SENIOR CHRISTMAS LUNCHEON	103.74	2528-225	
	63		52185 SCS-SENIOR CHRISTMAS LUNCHEON	33.69	2528-147	
38509- 2009	63	1/14/2014	Logged *** Total ***	137.43		
38510- 2009	64	1/14/2014	22019 VETERINARY MEDICAL CENTER			
	64		52128 AAC-(4) EUTHANASIA OF ANIMALS	76.40	207281	
38510- 2009	64	1/14/2014	Logged *** Total ***	76.40		
38511- 2009	65	1/14/2014	23022 WEST HILLS OIL, INC			
	65		52155 V/E-FUEL	1,452.23	41765	
38511- 2009	65	1/14/2014	Logged *** Total ***	1,452.23		
38512- 2009	66	1/14/2014	23048 WORKINGARTS MARKETING, INC			
	66		52125 CLRK-WEB MAINT DEC	95.00	2726	
38512- 2009	66	1/14/2014	Logged *** Total ***	95.00		
38513- 2009	67	1/14/2014	24001 XEROX CORPORATION			
	67		52188 CSC-DEPARTMENT COPIER	255.01	71423044	
	67		52197 PLN/BLD-DEPARTMENT COPIER	134.88	70955883	
38513- 2009	67	1/14/2014	Logged *** Total ***	389.89		
38514- 2009	68	1/14/2014	24002 XEROX CORPORATION			
	68		52137 PD NOV XEROX SERVICE	436.69	71504374	
	68		52161 ADM-OCT COPIER LEASE	396.04	070955884	
	68		52162 ADM-DEC COPIER LEASE	402.71	071922846	
	68		52194 VAR COPY MACHINE	257.29	71922848	
38514- 2009	68	1/14/2014	Logged *** Total ***	1,492.73		
38515- 2010	1	1/14/2014	3243 CALIFORNIA BUILDING STANDARDS			
	1		52223 BLD- BLDG STDS ADMIN FEES 4TH	66.60	12/31/2013	
38515- 2010	1	1/14/2014	Logged *** Total ***	66.60		
38516- 2010	2	1/14/2014	4020 DEPARTMENT OF CONSERVATION			
	2		52224 BLD-STRON MOTION 4TH QTR-2013	115.32	12/31/13	
38516- 2010	2	1/14/2014	Logged *** Total ***	115.32		
38517- 2011	1	1/14/2014	3214 CENTRAL VALLEY TOXICOLOGY			
	1		52227 PD-BLOOD TEST	73.00	217650	
	1		52228 PD-BLOOD TEST	73.00	217653	
38517- 2011	1	1/14/2014	Logged *** Total ***	146.00		
38518- 2011	2	1/14/2014	3270 CONSOLIDATED EDISON SOLUTIONS,			
	2		52230 SWR SOLAR POWER	13,129.42	2238569	
38518- 2011	2	1/14/2014	Logged *** Total ***	13,129.42		
38519- 2011	3	1/14/2014	4023 DEPARTMENT OF JUSTICE			
	3		52229 PD DEC LIVE SCAN	452.00	11909	

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38519- 2011	3	1/14/2014	Logged	*** Total ***	452.00	
38520- 2011	4	1/14/2014	13081 MID VALLEY DISPOSAL, INC			
	4		52225 SWA-DECEMBER S/W CHARGES	68,015.02	12/31/2013	
38520- 2011	4	1/14/2014	Logged	*** Total ***	68,015.02	
38521- 2011	5	1/14/2014	19894 THOMSON REUTERS-WEST			
	5		52226 PD-5 PENAL CODE BOOKS	203.46	6090919034	
38521- 2011	5	1/14/2014	Logged	*** Total ***	203.46	
38522- 2012	1	1/14/2014	861 AANONSON SPRINKLER CO			
	1		52259 SWR-PART FOR POLYMER MIXER	1,080.00	136933	
38522- 2012	1	1/14/2014	Logged	*** Total ***	1,080.00	
38523- 2012	2	1/14/2014	1038 ADMINISTRATIVE SOLUTIONS, INC			
	2		52248 HR-JAN EMPLOYER FLEX PLAN	10,100.00	1/1/14	
38523- 2012	2	1/14/2014	Logged	*** Total ***	10,100.00	
38524- 2012	3	1/14/2014	1991 BMI			
	3		52253 RA-ANNUAL LICENSE FEE	330.00	8267043	
38524- 2012	3	1/14/2014	Logged	*** Total ***	330.00	
38526- 2012	5	1/14/2014	2995 CLEANSOURCE			
	5		52252 CTC-JANITORIAL SUPPLIES	1,766.15	5095141-00	
38526- 2012	5	1/14/2014	Logged	*** Total ***	1,766.15	
38527- 2012	6	1/14/2014	3208 CODE PUBLISHING COMPANY			
	6		52254 CLRK-KMO UPDATES ONLINE	150.15	45354	
	6		52255 CLRK-KMO WEB 14/15	350.00	45393	
38527- 2012	6	1/14/2014	Logged	*** Total ***	500.15	
38528- 2012	7	1/14/2014	4023 DEPARTMENT OF JUSTICE			
	7		52235 PD-ALCOHOL ANALYSIS	140.00	14213	
38528- 2012	7	1/14/2014	Logged	*** Total ***	140.00	
38529- 2012	8	1/14/2014	4105 ELBERT DISTRIBUTING, INC			
	8		52233 V/E-MOTOR ADDITIVES	79.87	5001431	
38529- 2012	8	1/14/2014	Logged	*** Total ***	79.87	
38530- 2012	9	1/14/2014	2895 FRESNO COUNTY TREASURER			
	9		52236 WTR-STATE FEES	488.26	186398	
38530- 2012	9	1/14/2014	Logged	*** Total ***	488.26	
38531- 2012	10	1/14/2014	6056 FRESNO COUNTY TREASURER			
	10		52245 PD-JAN DISPATCHING SERVICE	18,600.96	S011176	
38531- 2012	10	1/14/2014	Logged	*** Total ***	18,600.96	
38532- 2012	11	1/14/2014	6076 FRESNO RACK & SHELVING, INC.			
	11		52247 WTR/SWR-SCADA EQUIPMENT	96.32	16261	
38532- 2012	11	1/14/2014	Logged	*** Total ***	96.32	
38533- 2012	12	1/14/2014	8041 HD SUPPLY WATERWORKS, LTD			

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38533- 2012	12	1/14/2014	52242 WTR-REPLACEMENT PARTS & REPAIR Logged	764.00 764.00	8894593	
			*** Total ***			
38534- 2012	13	1/14/2014	8960 IDTS, INC			
38534- 2012	13	1/14/2014	52234 PD-ANNUAL ENROLLMENTS Logged	35.00 35.00	33974	
			*** Total ***			
38535- 2012	14	1/14/2014	8902 INDEPENDENT STATIONERS			
	14		52240 ADM-OFFICE SUPPLIES/INK	67.90	IN-000380753	
	14		52249 SCS-OFFICE SUPPLIES	4.96	SO-000385140	
	14		52250 SCS-SUPPLIES	10.93	000378992	
	14		52251 SCS-OFFICE SUPPLIES	7.71	000378971	
38535- 2012	14	1/14/2014	Logged	91.50		
			*** Total ***			
38536- 2012	15	1/14/2014	11085 KINGS RIVER CONSERVATION DISTR			
38536- 2012	15	1/14/2014	52239 WTR-SHARE OF LOCAL FUNDING Logged	5,000.00 5,000.00	3769	
			*** Total ***			
38537- 2012	16	1/14/2014	12041 LITHIA FORD OF FRESNO			
38537- 2012	16	1/14/2014	52232 V/E-PARTS FOR VEHICLE #1383 Logged	458.33 458.33	1131236	
			*** Total ***			
38538- 2012	17	1/14/2014	14048 NATIONAL METER & AUTOMATION			
38538- 2012	17	1/14/2014	52241 WTR-10 WATER METERS Logged	2,937.61 2,937.61	S1050415.001	
			*** Total ***			
38539- 2012	18	1/14/2014	11053 SEBASTIAN			
	18		52238 VAR-MONTHLY PHONE SERVICE	2,512.04	64822-8 1/1/13	
	18		52258 ADM-MONTHLY FIRE ALARM SERVICE	48.71	10226060	
38539- 2012	18	1/14/2014	Logged	2,560.75		
			*** Total ***			
38540- 2012	19	1/14/2014	18999 SILVA FORD MADERA			
38540- 2012	19	1/14/2014	52231 V/E-PARTS FOR VEHICLE #1390 Logged	274.85 274.85	15031	
			*** Total ***			
38541- 2012	20	1/14/2014	6021 STATE OF CALIFORNIA			
38541- 2012	20	1/14/2014	52237 *C FTB TAX-WAGE GARNISHMENT Logged	115.00 115.00	1/10/14	
			*** Total ***			
38542- 2012	21	1/14/2014	19116 STATE WATER RESOURCES CNTL			
38542- 2012	21	1/14/2014	52257 SWR-RENEWAL GRADE 11 ZAPATA Logged	330.00 330.00	1/3/14	
			*** Total ***			
38543- 2012	22	1/14/2014	18053 THE RADAR SHOP			
38543- 2012	22	1/14/2014	52244 PD-RECERTIFICATION OF RADAR GUN Logged	132.00 132.00	9888	
			*** Total ***			
38544- 2012	23	1/14/2014	22010 VALLEY SANITARY SUPPLY			
38544- 2012	23	1/14/2014	52256 PBO SUPPLIES Logged	562.38 562.38	255051	
			*** Total ***			
38545- 2012	24	1/14/2014	23022 WEST HILLS OIL, INC			

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38545- 2012	24	1/14/2014	52246 V/E-DIESEL FUEL FOR PW SHOP Logged	1,756.59 1,756.59	224784	
38546- 2013	1	1/24/2014	0 ANTONIA MARTINEZ			
38546- 2013	1	1/24/2014	52290 CS-CTC RENTAL DEPOSIT Logged	100.00 100.00	42950	
38547- 2013	2	1/24/2014	903 ACADEMY VETERINARY HOSPITAL			
38547- 2013	2	1/24/2014	52266 AC-ANASED (TRANQUILIZER MED) Logged	181.02 181.02	63211	
38548- 2013	3	1/24/2014	5053 FASTENAL COMPANY			
38548- 2013	3	1/24/2014	52260 V/E-SUPPLIES FOR VENDING MACHINE Logged	131.17 131.17	CAFR244665	
38549- 2013	4	1/24/2014	6056 FRESNO COUNTY TREASURER			
38549- 2013	4	1/24/2014	52267 PD-DEC PRISONER PROCESSING Logged	120.00 120.00	S011222	
38550- 2013	5	1/24/2014	6071 FRESNO NETWORKS			
38550- 2013	5	1/24/2014	52297 TECH-MONTHLY CUSTOMER SUPPORT Logged	1,935.22 1,935.22	AT18204	
38551- 2013	6	1/24/2014	7065 G & K SERVICES, INC			
38551- 2013	6	1/24/2014	52269 VAR-UNIFORMS, MATS, SUPPLIES Logged	1,393.04 1,393.04	2063479-12/13	
38552- 2013	7	1/24/2014	8041 HD SUPPLY WATERWORKS, LTD			
38552- 2013	7	1/24/2014	52299 WTR-PARTS FOR WATER BREAKS Logged	397.47 397.47	B840874	
38554- 2013	9	1/24/2014	11063 KRAZAN & ASSOCIATES INC			
38554- 2013	9	1/24/2014	52292 STRC-LOCAL STREET PROJECT 52293 SWRC-SLUDGE DRYING PROJECT Logged	360.00 640.00 1,000.00	A603434-2054 A603481-2054	
38555- 2013	10	1/24/2014	12041 LITHIA FORD OF FRESNO			
38555- 2013	10	1/24/2014	52263 V/E-PARTS FOR VEHICLE #1390 52264 V/E-PARTS FOR VEHICLE #1468 Logged	35.37 79.37 114.74	1126236 1126301	
38556- 2013	11	1/24/2014	12978 MAC'S EQUIPMENT REPAIR			
38556- 2013	11	1/24/2014	52298 V/E-SEWER TRUCK REPAIRS Logged	2,060.36 2,060.36	9629	
38557- 2013	12	1/24/2014	13023 MCCORMICK, KABOT, JENNER & LEW			
38557- 2013	12	1/24/2014	52265 ADM-LEGAL FEES/CITIES VS COUNTY Logged	264.01 264.01	7810	
38558- 2013	13	1/24/2014	15000 OFFICE DEPOT			
	13		52261 WTR/SWR-KEY CABINET	29.47	688576118001	
	13		52262 WTR/SWR-FILE CABINET	84.50	688576631001	

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38558 - 2013	13	1/24/2014	52291 WTR/SWR-SUPPLIES Logged	27.11 141.08	690278589001	
			*** Total ***			
38559 - 2013	14	1/24/2014	14901 ONTRAC			
38559 - 2013	14	1/24/2014	52268 BLD-OVERNIGHT PLAN CHECK Logged	35.85 35.85	7863369	
			*** Total ***			
38560 - 2013	15	1/24/2014	16025 P.G.& E.			
38560 - 2013	15	1/24/2014	52300 WTER/SWR/SD-MONTHLY UTILITIES Logged	14,137.82 14,137.82	5467738309	1213
			*** Total ***			
38561 - 2013	16	1/24/2014	16086 POSTAGE INK.COM			
38561 - 2013	16	1/24/2014	52296 VAR-INK FOR POSTAGE MACHINE Logged	77.31 77.31	9296	
			*** Total ***			
38562 - 2013	17	1/24/2014	19063 SLUMBERGER LUMBER			
38562 - 2013	17	1/24/2014	52288 VAR-SUPPLIES Logged	83.38 83.38	3116-12/31/13	
			*** Total ***			
38563 - 2013	18	1/24/2014	19195 STATE OF CALIFORNIA			
38563 - 2013	18	1/24/2014	52301 STRC-STREET LIGHT PRIN & INT # Logged	5,032.35 5,032.35	12/22/2013	
			*** Total ***			
38564 - 2013	19	1/24/2014	24002 XEROX CORPORATION			
38564 - 2013	19	1/24/2014	52289 CS-DEPARTMENT COPIER 52294 PLN/BLD-DEC COPIER LEASE Logged	314.59 298.19 612.78	71922849 072043974	
			*** Total ***			
38565 - 2013	20	1/24/2014	** unused **			
38566 - 2013	21	1/24/2014	25001 YAMABE & HORN ENGINEERING			
	21		52270 VAR-ENGINEERING SERVICES	2,118.75	31127	
	21		52271 VAR-ENGINEERING SERVICES	3,362.73	31129	
	21		52272 VAR-ENGINEERING SERVICES	2,080.00	31131	
	21		52273 VAR-ENGINEERING SERVICES	2,082.96	31132	
	21		52274 VAR-ENGINEERING SERVICES	731.25	31133	
	21		52275 VAR-ENGINEERING SERVICES	356.25	31134	
	21		52276 VAR-ENGINEERING SERVICES	143.75	31139	
	21		52277 VAR-ENGINEERING SERVICES	140.00	31128	
	21		52278 VAR-ENGINEERING SERVICES	140.00	31128	
	21		52279 VAR-ENGINEERING SERVICES	310.00	31130	
	21		52280 VAR-ENGINEERING SERVICES	5,654.28	31135	
	21		52281 VAR-ENGINEERING SERVICES	1,217.94	31136	
	21		52282 VAR-ENGINEERING SERVICES	2,610.00	31137	
	21		52283 VAR-ENGINEERING SERVICES	1,843.27	31138	
	21		52284 VAR-ENGINEERING SERVICES	1,282.50	31141	
	21		52285 VAR-ENGINEERING SERVICES	130.00	31140	
	21		52286 VAR-ENGINEERING SERVICES	320.00	31142	
	21		52287 VAR-ENGINEERING SERVICES	110.00	31143	
38566 - 2013	21	1/24/2014	Logged	24,633.68		
			*** Total ***			
38569 - 2015	1	1/27/2014	4033 DEPARTMENT OF TRANSPORTATION			

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
38569- 2015	1	1/27/2014	52303 STRC-SIGNAL /LIGHTING BILLING Logged	1,471.01 *** Total *** 1,471.01	SL140458	
38570- 2015	2	1/27/2014	10032 J'S COMMUNICATIONS, INC			
38570- 2015	2	1/27/2014	52302 PD-FREQUENCY KNOBS Logged	28.46 *** Total *** 28.46	N13-2472	
38571- 2016	1	1/27/2014	26009 ZERBEE BUSINESS PRODUCTS			
38571- 2016	1	1/27/2014	52304 CTC-400 FABRIC PADDED CHAIRS Logged	13,971.83 *** Total *** 13,971.83	144782	
38572- 2017	1	1/27/2014	0 ROSARIO GONZALEZ			
38572- 2017	1	1/27/2014	52324 FIN-CHARITABLE REPORT REFUND Logged	10.00 *** Total *** 10.00	14-03	
38573- 2017	2	1/27/2014	0 CARMELITA MENDOZA			
38573- 2017	2	1/27/2014	52325 FIN-CHARITABLE REPORT REFUND Logged	10.00 *** Total *** 10.00	14-02	
38574- 2017	3	1/27/2014	855 A-1 EXPERT TREE SERVICE, INC			
38574- 2017	3	1/27/2014	52338 STRC-TRIM TREE BRANCH-PLAZA PA Logged	750.00 *** Total *** 750.00	01/14/14	
38575- 2017	4	1/27/2014	1038 ADMINISTRATIVE SOLUTIONS, INC			
38575- 2017	4	1/27/2014	52339 HR-FEB EMPLOYER FLEX PLAN	10,100.00	02012014	
38575- 2017	4	1/27/2014	52343 HR-SEC 125 EMP CONT/DAY CARE Logged	1,898.18 *** Total *** 11,998.18	01312014	
38576- 2017	5	1/27/2014	1038 ADMINISTRATIVE SOLUTIONS, INC			
38576- 2017	5	1/27/2014	52340 HR-FEB SEC. 125/BLUE SHIELD AD Logged	870.00 *** Total *** 870.00	02/01/2014	
38577- 2017	6	1/27/2014	1038 ADMINISTRATIVE SOLUTIONS, INC			
38577- 2017	6	1/27/2014	52341 HR-FEB DENTAL CLAIMS FUNDING Logged	4,293.76 *** Total *** 4,293.76	02012014	
38578- 2017	7	1/27/2014	1020 AFLAC			
38578- 2017	7	1/27/2014	52348 HR-JAN VOL COVERAGE Logged	200.68 *** Total *** 200.68	01012014	
38579- 2017	8	1/27/2014	1031 ALERT 0 LITE			
38579- 2017	8	1/27/2014	52309 STRC VEST Logged	20.25 *** Total *** 20.25	424594	
38580- 2017	9	1/27/2014	851 ANTHEM BLUE CROSS			
38580- 2017	9	1/27/2014	52342 HR-FEB MEDICAL COVERAGE Logged	23,884.00 *** Total *** 23,884.00	02012014	
38581- 2017	10	1/27/2014	1075 ARCO BUSINESS SOLUTIONS			
38581- 2017	10	1/27/2014	52350 V/E-FUEL-1642 GALLONS Logged	6,764.87 *** Total *** 6,764.87	FJ373-01/16/14	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
38582- 2017	11	1/27/2014	1012 AVR INC.			
	11		52351 VAR-FEB UB ONLINE ACCESS	250.00	37391	
38582- 2017	11	1/27/2014	Logged	*** Total ***	250.00	
38583- 2017	12	1/27/2014	2037 BOGIE'S PUMP SYSTEMS			
	12		52336 SWR-BELTS FOR T-8 PUMP	391.77	8707	
38583- 2017	12	1/27/2014	Logged	*** Total ***	391.77	
38584- 2017	13	1/27/2014	2020 BSN SPORTS			
	13		52322 PR-MESH BALL NET BAGS	63.34	95803547	
	13		52323 PR-MESH BALL NET BAGS	13.97	95812348	
38584- 2017	13	1/27/2014	Logged	*** Total ***	77.31	
38585- 2017	14	1/27/2014	2103 CDW GOVERNMENT			
	14		52319 TECH-2 SEAGATE BACKUP DRIVES	197.77	JD88710	
38585- 2017	14	1/27/2014	Logged	*** Total ***	197.77	
38586- 2017	15	1/27/2014	6082 CITY OF FRESNO WMD			
	15		52310 WTR/SWR-LAB ANALYSIS	120.00	K011514	
	15		52311 WTR/SWR-LAB ANALYSIS	120.00	K010814	
38586- 2017	15	1/27/2014	Logged	*** Total ***	240.00	
38587- 2017	16	1/27/2014	3247 COLONIAL LIFE			
	16		52360 HR-FEB EMPLOYEE CONT.	680.28	3420205-0201983	
38587- 2017	16	1/27/2014	Logged	*** Total ***	680.28	
38588- 2017	17	1/27/2014	2097 CPOA			
	17		52344 PD-REGISTRATION FOR TRAINING	250.00	LINDA LEDEZMA	
38588- 2017	17	1/27/2014	Logged	*** Total ***	250.00	
38589- 2017	18	1/27/2014	3001 CPRS DISTRICT 7			
	18		52345 YSB-REC LEADER TRAINING	170.00	AYALALGALLEGOS	
38589- 2017	18	1/27/2014	Logged	*** Total ***	170.00	
38590- 2017	19	1/27/2014	3001 CPRS DISTRICT 7			
	19		52346 RA-TRAINING REC COORDINATOR	25.00	01/16/14	
38590- 2017	19	1/27/2014	Logged	*** Total ***	25.00	
38591- 2017	20	1/27/2014	3173 CROWN SHORT LOAD CONCRETE			
	20		52306 STRT-SIDEWALK REPAIR	181.82	85144	
38591- 2017	20	1/27/2014	Logged	*** Total ***	181.82	
38592- 2017	21	1/27/2014	6063 FRESNO DISTRIBUTING CO.			
	21		52321 BPO-DRINKING FOUNTAIN PARTS	97.40	81102	
38592- 2017	21	1/27/2014	Logged	*** Total ***	97.40	
38593- 2017	22	1/27/2014	6066 FRESNO MADERA COUNTIES POLICE			
	22		52326 PD 2014 FMCPA MEMBERSHIP	100.00	12/15/13	
38593- 2017	22	1/27/2014	Logged	*** Total ***	100.00	
38594- 2017	23	1/27/2014	6071 FRESNO NETWORKS			
	23		52363 TECH-MONTHLY COSTOMER SUPPORT	1,935.22	AT18256	

CITIBANK AP

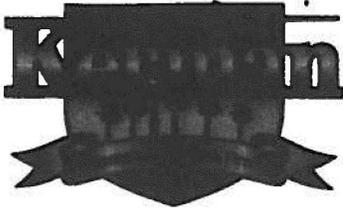
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38594-	2017	23	1/27/2014	Logged	*** Total ***	1,935.22	
38595-	2017	24	1/27/2014	8000 H & J CHEVROLET INC			
		24		52308 V/E-KEY	8.75	14596	
		24		52337 V/E-#1405 SEAL	17.56	14539	
38595-	2017	24	1/27/2014	Logged	*** Total ***	26.31	
38596-	2017	25	1/27/2014	8902 INDEPENDENT STATIONERS			
		25		52352 CTC-MISC SUPPLIES	4.15	IN-000381814	
38596-	2017	25	1/27/2014	Logged	*** Total ***	4.15	
38597-	2017	26	1/27/2014	11033 KERWEST NEWSPAPERS			
		26		52359 ADM 2014 SUBSCRIPTION	30.00	918-2014	
38597-	2017	26	1/27/2014	Logged	*** Total ***	30.00	
38598-	2017	27	1/27/2014	12972 MARCO CONSTRUCTION GROUP, INC			
		27		52364 STRC-LOCAL STREET PROJ-FINAL P	221,880.33	3	
		27		52365 STRC-LOCAL STREET PROJ RETENTI	19,813.47	4	
38598-	2017	27	1/27/2014	Logged	*** Total ***	241,693.80	
38599-	2017	28	1/27/2014	14014 NEXTEL COMMUNICATIONS			
		28		52347 VAR SERVICE 12/12/13-01/14/14	723.48	622685312-146	
38599-	2017	28	1/27/2014	Logged	*** Total ***	723.48	
38600-	2017	29	1/27/2014	15000 OFFICE DEPOT			
		29		52317 WTR-SWR*-REPLACE DESK CHAIR	185.05	690887655001	
		29		52318 WTR/SWR/SDO-PENS & POST ITS	28.60	690888111001	
		29		52327 WTR/SWR-OFFICE SUPPLIES	4.90	691080173001	
		29		52328 WTR/SWR-OFFICE SUPPLIES	12.75	691038130001	
		29		52329 WTR/SWR-OFFICE SUPPLIES	45.52	691038096001	
		29		52355 WTR/SWR-PHONE CORD COVER	19.37	693686893001	
		29		52356 WTR/SWR-HP TONER	100.06	683580489001	
		29		52357 WTR/SWR-INK STAMP	9.73	683578150001	
		29		52358 WTR/SWR-STAPLER/ENVELOPES	59.36	683578095001	
38600-	2017	29	1/27/2014	Logged	*** Total ***	465.34	
38601-	2017	30	1/27/2014	15015 OFFICEMAX INCORPORATED			
		30		52353 SWR-WTR-HP TONER	136.33	131683	
		30		52354 SWR/WTR-COPY PAPER	163.69	311194	
38601-	2017	30	1/27/2014	Logged	*** Total ***	300.02	
38602-	2017	31	1/27/2014	16092 POSTAL ANNEX			
		31		52335 WTR-PACKING FOR DIGITAL SCREEN	6.31	78871	
38602-	2017	31	1/27/2014	Logged	*** Total ***	6.31	
38603-	2017	32	1/27/2014	19014 SAFETY KLEEN CORP			
		32		52312 V/E-PARTS WASHER	301.55	62534499	
38603-	2017	32	1/27/2014	Logged	*** Total ***	301.55	
38604-	2017	33	1/27/2014	11053 SEBASTIAN			
		33		52330 ADM MONTHLY BURGLAR ALARM SVC	48.71	10226061	
38604-	2017	33	1/27/2014	Logged	*** Total ***	48.71	

CITIBANK AP

Check Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
38605- 2017	34	1/27/2014	6021 STATE OF CALIFORNIA			
	34		52349 *C FTB TAX-WAGE GARNISHMENT	115.00	01/24/14	
38605- 2017	34	1/27/2014	Logged *** Total ***	115.00		
38606- 2017	35	1/27/2014	19561 T & T PAVEMENT MARKINGS & PROD			
	35		52331 STRC-REFUB 6 STOP SIGNS	285.71	2013911	
38606- 2017	35	1/27/2014	Logged *** Total ***	285.71		
38607- 2017	36	1/27/2014	19565 TAYLOR MADE IRRIGATION			
	36		52333 SWR-PARTS FOR WATER BREAK	25.43	8202	
38607- 2017	36	1/27/2014	Logged *** Total ***	25.43		
38608- 2017	37	1/27/2014	20056 THE HARTFORD-PRIORITY ACCOUNTS			
	37		52361 HR-FEB. LTD/LIFE INS.	2,348.43	6623862-7	
38608- 2017	37	1/27/2014	Logged *** Total ***	2,348.43		
38609- 2017	38	1/27/2014	22002 VALLEY FOOD CENTER			
	38		52320 YSB-AFTER SCHOOL PROGRAM SNACK	63.36	D2525-01/13/14	
38609- 2017	38	1/27/2014	Logged *** Total ***	63.36		
38610- 2017	39	1/27/2014	22038 VISION SERVICE PLAN			
	39		52362 HR-FEB VISION PREMIUM	687.99	02012014	
38610- 2017	39	1/27/2014	Logged *** Total ***	687.99		
38611- 2017	40	1/27/2014	23022 WEST HILLS OIL, INC			
	40		52307 V/E-FUEL- 458 GALLONS	1,572.70	41979	
38611- 2017	40	1/27/2014	Logged *** Total ***	1,572.70		
				.00		
** Total check discount **				.00		
** Total check amount **				631,677.51		
				.00		

Electronic Bank Transfers-01/10/14-01/24/14

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
01-10-14	ICMA	HR Employee Contributions 457	\$ 3,095.67
01-10-14	KPOA	HR Association Dues Collected	\$ 618.12
01-10-14	KMEA	HR Association Dues Collected	\$ 172.50
01-10-14	IRS	HR Federal Payroll Taxes Collected	\$ 32,395.03
01-10-14	State of California	HR State Payroll Taxes Collected	\$ 4,894.13
01-10-14	CalPERS	HR Employee & Employer Contrib.	\$ 19,498.06
01-24-14	ICMA	HR Employee Contributions 457	\$ 2,889.98
01-24-14	KPOA	HR Association Dues Collected	\$ 558.12
01-24-14	KMEA	HR Association Dues Collected	\$ 172.50
01-24-14	IRS	HR Federal Payroll Taxes Collected	\$ 31,695.02
01-24-14	State of California	HR State Payroll Taxes Collected	\$ 4,824.03
01-24-14	CalPERS	HR Employee & Employer Contrib.	<u>\$ 19,100.26</u>
Total			\$ 119,913.42



CITY OF KERMAN

VENDOR # **10028** (REQUIRED)

DEPT. ADMINISTRATION
VENDOR HENRY, LOGOLUSO & BLUM
441 SOUTH MADER AVE., SUITE C
KERMAN, CA 93630

SPECIAL INSTRUCTIONS:

Table with 5 columns: INVOICE #, INV DATE, ITEM DESCRIPTION / PART NO., BUDGET CODE, INVOICE AMOUNT. Rows include items like CC-DECEMBER LEGAL FEES, MONTHLY MEETINGS AB25, PACIFIC MOUNTAIN PARTNERS, etc.

DIANA GONZALEZ
Prepared: Department Representative

12/19/2013
Date

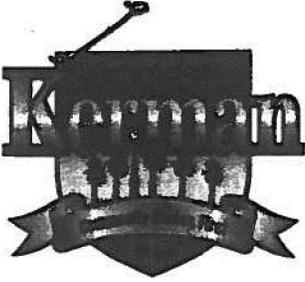
Approved: Finance Director
Date 1/14/14

Approved: Department Head

Date

Approved: City Manager
Date 1/22/14
(Over \$1,000.00)

ENTERED stamp



CITY OF KERMAN

Dec 31, 2014

1/7/14

~~1/2/2014~~
~~1/2/2014~~

VENDOR # none (REQUIRED)

DEPT. Public Works
 VENDOR O'Reilly Auto Parts
15196 W. Whitesbridge
Kerman, Ca. 93630

SPECIAL INSTRUCTIONS:
Local store requested payment be mailed
directly to them.

2013-2014

INVOICE #	INV DATE	ITEM DESCRIPTION / PART NO.	BUDGET CODE	INVOICE AMOUNT
		VAR-Wtr/VE/Swr		
MISC		VE Supplies & Parts	50.0-4011-521-03-00	418.15
143100	12/10/2013	VE-#1421-Front brakes/rotors	50.0-4011-521-03-00	264.81
143226	12/11/2013	VE-#1421 Rear breaks/rotors	50.0-4011-521-03-00	222.59
144081	12/18/2013	VE-#1367-fuel pump/carb	50.0-4011-521-03-00	293.33
144232	12/19/2013	VE-#1240-antifreeze/window knob	50.0-4011-521-03-00	69.20
144229	12/19/2013	VE-#1405-brake cylinders/booster	50.0-4011-521-03-00	453.70
144292	12/20/2013	VE-CREDIT RETURN	50.0-4011-521-03-00	(143.93)
		All single items under \$50.00		
				1,571.65

cm/ Rubert [Signature] 1-7-14 1/7/2014
 Prepared: Department Representative Date

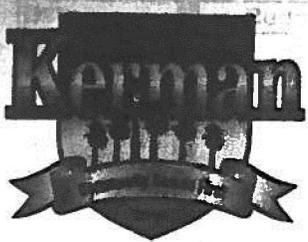
[Signature] 1/14/14
 Approved: Finance Director Date

[Signature] 1/7/14
 Approved: Department Head Date

[Signature]
 Approved: City Manager
 (Over \$1,000.00) Date

ENTERED

Dec 2014



CITY OF KERMAN

1/9/14
~~12/20/13~~

VENDOR # **18027** (REQUIRED)

DEPT. Public Works
VENDOR Reno's Hardware
776 S. Madera Ave
Kerman, Ca. 93630

SPECIAL INSTRUCTIONS: _____

2013-2014

INVOICE #	INV DATE	ITEM DESCRIPTION / PART NO.	BUDGET CODE	INVOICE AMOUNT
		VAR-BPO/SWRW/EWTR/6TR		
MISC		BPO Supplies	10.0-4011-521-05-00	30.28
MISC		Wtr parts	41.0-4011-521-02-00	25.47
MISC		Bar supplies	42.0-4011-521-02-00	105.17
MISC		VE supplies	50.0-4011-521-03-00	95.18
MISC		BPO Supplies	10.0-4011-521-04-00	77.47
MISC		Sr Supplies	88.0-4011-521-02-00	49.48
		Single items under \$50.00		
				384.01

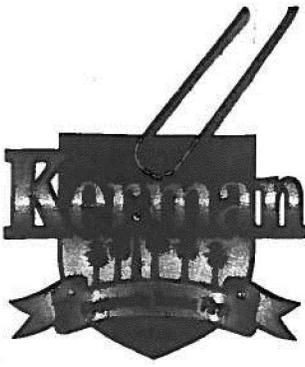
[Signature] 1-10-14 Date 1/9/2014

Approved: Finance Director Date

[Signature] 1-10-14 Date

Approved: City Manager (Over \$1,000.00) Date

ENTERED



CITY OF KERMAN

Dec 31, 2013

1/6/14
1/6/2014
~~1/5/13~~

VENDOR # **19064** (REQUIRED)

DEPT. Public Works
VENDOR Smith Auto Parts, Inc.
216 S. Bridge St
Visalia, Ca. 93291

SPECIAL INSTRUCTIONS: _____

2013-2014

INVOICE #	INV DATE	ITEM DESCRIPTION / PART NO.	BUDGET CODE	INVOICE AMOUNT
		VAR-SWR-VE /w+r		
268656	12/27/2013	V/E regulator cap/light tower	50.0-4011-521-03-00	2.87
MISC.		Swr parts/rain gear(PPE)	42.0-4011-521-02-00	29.85
254738	12/2/2013	W/r-rain gear (PPE)	41.0-4011-521-02-00	25.51
262204	12/6/2013	V/E-brake fuses/de-ice	50.0-4011-521-03-00	45.17
284413	12/23/2013	V/E-stock-filters	50.0-4011-521-03-00	168.29
267752	12/10/2013	V/E-new battery #1402	50.0-4011-521-03-00	104.92
262204	12/6/2013	V/E-new battery #1420	50.0-4011-521-03-00	292.15
279181	12/18/2013	V/E-connections-stock	50.0-4011-521-03-00	20.80
279122	12/18/2013	V/E-christ loop	50.0-4011-521-03-00	24.75
284848	12/31/2013	V/E-jump signal washer #1418	50.0-4011-521-03-00	2.25
291579	12/30/2013	V/E-fixed it bulbs-stock	50.0-4011-521-03-00	18.25
278857	12/18/2013	V/E-washer fluid	50.0-4011-521-03-00	8.74
291578	12/30/2013	V/E-head fire-4142D	50.0-4011-521-03-00	4.82
		All other items under \$50.00		
				751.14

CM/ [Signature] 1-7-14 Date 1/6/2014
Prepared: Department Representative

Approved: Finance Director Date

[Signature] Date 1/7/14
Approved: Department Head

Approved: City Manager (Over \$1,000.00) Date

ENTERED

Date	Item	Cardholder Acct	Internal Acct Code	Amount
Joseph Blohm				
11/27/13	Pyramid Tech	PD-Date stamp ribbon	10.0.3011.521.01	\$ 42.58
12/12/13	Best Buy	PD_Memory cards & USB drives	10.0.3011.521.02	\$ 152.52
				\$ 195.10

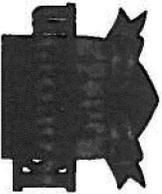
Terri Cubillos				
11/29/13	Walmart	PD-Toys for Santa giveaway	10.0.3999.520.00.07	\$ 77.92
12/13/13	Walgreens	PD-Toys for Santa giveaway	10.0.3999.520.00.07	\$ 172.63
12/19/13	Walmart	PD-Toys for Santa giveaway	10.0.3999.520.00.07	\$ 31.13
12/19/13	Mcdonalds	PD-Gifts for Santa giveaway	10.0.3999.520.00.07	\$ 70.00
12/19/13	Rite Aid	PD-Gifts for Santa giveaway	10.0.3999.520.00.07	\$ 94.58
				\$ 446.26

Ken Moore				
12/04/13	Walmart	BPO-Christmas lights	10.0.4011.521.04.00	\$ 266.73
12/05/13	Walmart	BPO-Christmas lights	10.0.4011.521.04.00	\$ (5.30)
12/05/13	Walmart	BPO-Christmas lights	10.0.4011.521.04.00	\$ 74.35
12/12/13	Graybar Electric	Wtr/Swr-Scada box relay	41.0.4011.521.02.00	\$ 320.57
			42.0.4011.521.02.00	\$ 320.58
10/04/13	Speed Bumps & Humps	SWR-Septic Dump Approach	42.0.4011.521.02.00	\$ 650.88
09/25/13	Speed Bumps & Humps	SWR-Septic Dump Approach	42.0.4011.521.02.00	\$ 369.68
				\$ 1,997.49

Phillip Gallegos				
12/02/13	Walmart	PR-Snack & craft supplies	10.0.2062.521.02	\$ 26.75
12/03/13	Dollartree	SCS-Christmas party decorations	16.0.0000.230.65	\$ 23.81
12/06/13	Dollartree	SCS-Christmas party decorations	16.0.0000.230.65	\$ 116.88
12/09/13	Walmart	YSB-Snack & craft supplies	10.0.2065.521.02	\$ 43.53
12/09/13	Family Dollar	YSB-Snack & craft supplies	10.0.2065.521.02	\$ 6.49
12/11/13	The Shopper	SCS-Credit for sign board	10.0.2044.521.02	\$ (85.14)
12/13/13	ARC-Serivces/Training	RA-CPR/First Aid class	10.0.2002.521.02	\$ 19.00
12/13/13	ARC-Serivces/Training	RA-CPR/First Aid class	10.0.2002.521.02	\$ 76.00
12/13/13	ARC-Serivces/Training	RA-CPR/First Aid class	10.0.2002.521.02	\$ 19.00
10/31/13	Walmart	SCS-Halloween prizes	16.0.0000.230.65	\$ 36.94
				\$ 283.26

Marci Reyes				
				\$ -

TOTAL \$ 2,922.11 \$ 2,922.11



CITY OF KERMAN

Dec. 31, 2013

- PURCHASE ORDER
- PAY ATTACHED INVOICE
- PETTY CASH (RECEIPTS ATTACHED)

DATE 1/3/2014
 PREPARED BY _____

DEPT. _____ RETURN CHECK TO _____
 VENDOR Yamabe & Horn Engineering OTHER _____
 2985 N Burt Ave Ste 101
 Fresno CA 93727

INVOICE #	INV DATE	ITEM DESCRIPTION / PART NO.	FUNDING SOURCE	BUDGET CODE	ENGINEER'S ESTIMATED PROJECT COST	ENGINEERING DESIGN & MGMT (S)	INVOICE THIS MONTH	PRIOR BILLED	TOTAL INVOICED TO DATE	BALANCE REMAINING	% Complete
Projects (1)											
31127	1/3/2014	Whitesbridge & Vineyard Traffic Signal - CMAQ	CMAQ & Impact Fees	92.0 4024 600 03 16	436,000	130,000	2,118.75	98,372.24	100,490.99	29,509.01	77%
31129	1/3/2014	Katie's Kids Park	Grants & Impact Fees	78.0 4024 600 05 01	380,000	53,000	3,382.73	46,456.46	49,819.19	3,180.81	94%
31131	1/3/2014	2013 Local Street Project	LTF	87.0 4024 600 03 34	480,000	64,000	2,080.00	61,272.80	63,352.80	647.20	99%
31132	1/3/2014	Wooden Park Lighting	Gas Tax	83.0-4024-600-03-32	67,000	18,000	2,082.96	6,913.25	8,986.21	9,003.79	50%
31133	1/3/2014	WWTP Sludge Drying Beds	Sewer Impact Fees	57.0-4024-600-03-60	180,000	28,000	731.25	20,261.59	20,982.84	7,007.16	75%
31134	1/3/2014	Stanislaus Ave. & 16th Sidewalks	LTF	87.0 4024 600 03 30	288,000	35,000	356.25	2,858.75	3,215.00	31,785.00	9%
31139	1/3/2014	UPRR Pedestrian and Bicycle Trail	CMAQ	89.0-4024-600-03-61	300,000	60,000	143.75	4,651.25	4,795.00	55,205.00	8%

General Engineering (2)											
31128	1/3/2014	GIS Mapping		41.0-4024-600-03-16			140.00				
31128	1/3/2014	GIS Mapping		42.0-4024-600-03-16			140.00				
31130	1/3/2014	General Engineering		10.0-4007-510-10-00			310.00				
31135	1/3/2014	Double L MHP Water Service		41.0-4011-510-10-00			5,654.28				
31136	1/3/2014	Tract No. 5832/5921 Final Map & Plan Check		10.0-4007-510-10-00			1,217.94				
31137	1/3/2014	Secondary Water FID Agreement		54.0-4024-600-04-01			2,610.00				
31138	1/3/2014	Median Transition Plan		82.0-4011-510-03-00			1,843.27				
31141	1/3/2014	Goldenrod Lift Station		42.0-4024-600-03-62			1,282.50				
31140	1/3/2014	2013 COG Applications		82.0-4011-510-03-00			130.00				
31142	1/3/2014	Paints Express SPR		10.0-4007-510-10-00			320.00				
31143	1/3/2014	Police Building HVAC and Roof Project		10.0-4024-600-03-98			110.00				

\$24,633.68

1/7/14 cmw
 1/9/14 cmw
 (see checkbook)

ENTERED

**CITY OF KERMAN
CD/Securities Portfolio
As of December 31, 2013**

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2013 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2014 Book Balance	Fair Value	FY to Date Interest Paid
CD's:										
Pacific Mercantile Bank	80900343	0.95%	1/22/08	1/22/14	99,000.00			99,000.00	99,000.00	347.55
Capmark Bank - Midvale Utah	615-030525-245	5.05%	7/30/08	7/30/13	97,000.00	(97,000.00)		-	-	2,429.12
Discover Bank	615-030525-245	0.95%	9/14/11	9/16/13	98,000.00	(98,000.00)		-	-	474.43
Bank of China	615-030525-245	1.05%	10/31/11	11/11/13	248,000.00	(248,000.00)		-	-	1,305.57
American Express Bank	615-030525-246	4.75%	12/24/08	12/24/13	95,000.00	(95,000.00)		-	-	2,262.43
Spiritbank - Tulsa Oklahoma	615-030525-245	2.00%	6/17/10	2/18/14	99,000.00			99,000.00	99,139.59	992.70
Scotiabank De Puerto Rico	615-030525-245	1.40%	3/11/11	3/11/14	196,000.00			196,000.00	196,333.20	1,383.28
BMW Bank of North America	615-030525-245	1.35%	4/27/11	4/28/14	248,000.00			248,000.00	248,766.32	1,678.59
GE Capital Financial	615-030525-245	1.45%	5/13/11	5/13/14	248,000.00			248,000.00	248,810.96	1,812.78
American Express Centurion Bank	615-030525-245	1.20%	8/11/11	8/11/14	52,000.00			52,000.00	52,283.92	309.44
CIT Bank	615-030525-245	1.15%	8/10/11	8/11/14	46,000.00			46,000.00	46,251.16	262.33
World Financial Network NB	615-030525-245	1.25%	8/31/11	8/29/14	200,000.00			200,000.00	200,642.00	1,253.43
Ally Bank	615-030525-245	1.75%	10/8/10	10/8/14	100,000.00			100,000.00	101,000.00	877.40
CIT Bank, Salt Lake City, UT	615-030525-245	1.50%	5/4/11	11/4/14	99,000.00			99,000.00	99,734.58	748.60
GE Money Bank	615-030525-245	1.70%	11/5/10	11/5/14	97,000.00			97,000.00	97,848.75	831.28
GE Money Bank	615-030525-245	1.70%	1/21/11	1/21/15	100,000.00			100,000.00	101,023.00	843.01
State Bank of India	615-030525-245	2.00%	3/24/11	3/24/15	98,000.00			98,000.00	99,431.78	988.05
Ally Bank, Midvale	615-030525-245	1.80%	6/8/11	6/8/15	147,000.00			147,000.00	149,516.64	1,326.62
EverBank	615-030525-245	0.70%	12/14/12	6/15/15	98,000.00			98,000.00	98,321.44	343.94
Mercantile Bank of Michigan	615-030525-245	2.00%	1/21/11	7/21/15	150,000.00			150,000.00	152,865.00	1,487.67
GE Money Bank	615-030525-245	1.50%	8/5/11	8/5/15	50,000.00			50,000.00	50,527.00	371.92
Sallie Mae Bank	615-030525-245	1.10%	8/8/12	8/10/15	97,000.00			97,000.00	97,563.57	529.12
Safra National Bank	615-030525-245	0.70%	8/15/13	8/17/15		100,000.00		100,000.00	99,759.00	-
Discover Bank	615-030525-245	1.55%	9/14/11	9/14/15	99,000.00			99,000.00	100,788.93	773.56
State Bank of India	615-030525-245	2.25%	9/29/10	9/29/15	100,000.00			100,000.00	102,309.00	1,134.25
Lake City Bank	615-030525-245	0.55%	1/29/14	1/29/16	95,000.00			95,000.00	-	-
Discover Bank Greenwood	615-030525-245	1.35%	2/1/12	2/1/16	51,000.00			51,000.00	51,855.27	341.42
Goldman Sachs Bank	615-030525-245	1.40%	2/1/12	2/1/16	48,000.00			48,000.00	48,456.96	333.24
Doral Bank	615-030525-245	0.70%	6/12/13	6/13/16	149,000.00			149,000.00	147,962.96	522.93
Doral Bank San Juan PR	615-030525-245	1.20%	6/28/12	6/28/16	99,000.00			99,000.00	99,636.57	595.63
State Bank of India	615-030525-245	2.00%	8/12/11	8/12/16	47,000.00			47,000.00	47,966.79	466.14
Medallion Bank	615-030525-245	1.00%	8/19/13	8/19/16		100,000.00		100,000.00	99,768.00	-
Goldman Sachs Bank USA	615-030525-245	1.85%	8/31/11	8/31/16	200,000.00			200,000.00	203,550.00	1,865.21
Firstbank of Puerto Rico	6-15-030525-245	1.10%	1/25/13	1/25/17	53,000.00			53,000.00	52,749.84	292.32
Firstbank of Puerto Rico	615-030525-245	0.90%	3/1/13	3/1/17	196,000.00			196,000.00	194,445.72	884.43
CIT Bank	615-030525-245	0.90%	3/27/13	3/27/17	98,000.00			98,000.00	97,244.42	444.62
American Express Centurion Bank	615-030525-245	1.70%	7/26/12	7/26/17	98,000.00			98,000.00	98,414.54	826.15
Sallie Mae Bank	615-030525-245	1.70%	8/22/12	8/22/17	150,000.00			150,000.00	149,335.50	1,264.52
Bank of Baroda	615-030525-245	1.25%	3/8/13	3/8/18	248,000.00			248,000.00	243,788.96	1,562.74
Wells Fargo Bank in SD	615-030525-245	1-3 Years 1%;	3/28/13	3/29/18	248,000.00			248,000.00	244,170.88	1,243.40
American Express Centurion Bank	615-030525-245	1.15%	5/16/13	5/16/18	98,000.00			98,000.00	95,705.82	568.13
Compass Bank	615-030525-245	1.70%	7/31/13	7/31/18		97,000.00		97,000.00	96,820.55	-
	Average Rate	1.60%								
Subtotal - CD's					4,839,000.00	(249,000.00)	-	4,598,000.00	4,513,788.62	35,977.95

CITY OF KERMAN
CD/Securities Portfolio
As of December 31, 2013

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2013 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2014 Book Balance	Fair Value	FY to Date Interest Paid
Government Securities:										
Subtotal - Government Securities					-	-	-	-	-	-
Central Valley Comm Bank CD										
		1.34	6/8/12	6/8/17	200,000.00			200,000.00	200,000.00	1,351.01
Total CD and Government Securities Investments					5,039,000.00	(241,000.00)	-	4,798,000.00	4,713,788.62	37,328.96
Chandler Asset Management										
Beginning Balance					-			-		
Interest (City of Kerman)					149,068.80			149,068.80	149,068.80	
Chandler Ending Balance					149,068.80	-	-	149,068.80	149,068.80	-
Central Valley Money Market Acct 015030960										
Beginning Balance					3,014,204.30			3,014,204.30		
Interest						383.99		383.99		383.99
						305.31		305.31		305.31
						156.88		156.88		156.88
						142.77		142.77		142.77
						206.06		206.06		206.06
						189.38		189.38		189.38
Transfers In/(Out)						(280,000.00)		(280,000.00)		
						(100,000.00)		(100,000.00)		
						(100,000.00)		(100,000.00)		
						(800,000.00)		(800,000.00)		
						(100,000.00)		(100,000.00)		
						(250,000.00)		(250,000.00)		
						(150,000.00)		(150,000.00)		
						500,000.00		500,000.00		
						250,000.00		250,000.00		
						(100,000.00)		(100,000.00)		
						(100,000.00)		(100,000.00)		
						(225,000.00)		(225,000.00)		
					3,014,204.30	(1,453,615.61)	-	1,560,588.69	1,560,588.69	1,384.39
SBI, CA Money Market Account										
Beginning Balance					249,133.52			249,133.52		
Interest						137.53		137.53		137.53
						137.61		137.61		137.61
						133.25		133.25		133.25
						99.13		99.13		99.13
Transfers In/(Out)								-		-
						(249,641.04)		(249,641.04)		
								-		
					249,133.52	(249,133.52)	-	(0.00)	(0.00)	507.52
Ending Balance - Money Market Accts					3,263,337.82	(1,702,749.13)	-	1,560,588.69	1,560,588.69	1,891.91
Subtotal All City Investments					8,102,337.82	(1,943,749.13)	-	6,158,588.69	6,074,377.31	39,220.87

CITY OF KERMAN
 CD/Securities Portfolio
 As of December 31, 2013

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2013 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2014 Book Balance	Fair Value	FY to Date Interest Paid
SUCCESSOR AGENCY										
Total - CD's					-	-	-	-	-	-
CVCB Money Market Accts	015029549									
Beginning Balance			6/30/13		16,361.81			16,361.81		
Interest			7/31/13			0.69		0.69		0.69
			8/30/13			0.69		0.69		0.69
			9/30/13			0.67		0.67		0.67
			10/31/13			0.69		0.69		0.69
			11/30/13			0.67		0.67		0.67
			12/31/14			0.69		0.69		0.69
Transfers In/(Out)								-		
								-		
								-		
Subtotal CVCB Money Market					16,361.81	4.10	-	16,365.91	16,365.91	4.10
Subtotal SBI Money Market					-	-	-	-	-	-
Ending Balance - Money Market Accts					16,361.81	4.10	-	16,365.91	16,365.91	4.10
Subtotal All Successor Agency Investments					16,361.81	4.10	-	16,365.91	16,365.91	4.10
Total Investments					8,467,768.43	(1,943,745.03)	-	6,524,023.40	6,439,812.02	39,224.97
								Market Value Adjustment		
								(1,943,745.03)		
								(1,943,745.03)		
								-		



City of Kerman

"Community Comes First"

MAYOR
Gary K. Yep

MAYOR PRO-TEM
Doug Wilcox

COUNCIL MEMBER
Raj Dhaliwal

COUNCIL MEMBER
Nathan Fox

COUNCIL MEMBER
Charlie Jones

DEPARTMENT: CITY ATTORNEY
STAFF REPORT

CITY COUNCIL MEETING

COUNCIL MEETING DATE: FEBRUARY 5, 2014

To: Mayor and City Council
From: Mark A. Blum, City Attorney
Subject: Options to fill vacancy on Council created by the resignation of Charlie Jones

RECOMMENDATION

Council has 60 Days or no later than March 29, 2014, to consider the following options to fill the vacancy created by Charlie Jones:

1. Fill the vacancy by making an appointment; or
2. Fill the vacancy by calling a special election to coincide with the November 2014 election

EXECUTIVE SUMMARY

Council Member Charlie Jones submitted his letter of resignation from the City Council effective January 28, 2014, the council must now consider filling the vacancy as required by Government Code Section 36512(b).

DISCUSSION

With the resignation of Charlie Jones from the City Council Government Code Section 36512(b) specifies the methods of filling the vacancy, as follows:

(b) If a vacancy occurs in an elective office provided for in this chapter, the council shall, within 60 days from the commencement of the vacancy, either fill the vacancy by appointment or call a special election to fill the vacancy. The special election shall be held on the next regularly established election date not less than 114 days from the call of the special election. A person appointed or elected to fill a vacancy holds office for the unexpired term of the former incumbent.

Charlie Jones submitted his letter of resignation effective January 28, 2014. As required by the Government Code Council has 60 days or no later than March 29, 2014, from the effective date of the resignation to fill a vacancy.

The Council has the option to fill the vacancy by appointment or by calling a special election to serve the unexpired term of the Council seat through November 2016.

If the council chooses to fill the vacancy by calling a special election, the election will coincide with the November 4, 2014 General Election. This action would leave the Council with only 4 members until the election results are certified, which usually occurs in early December.

If the Council chooses to fill the vacancy by appointment, it can direct staff to post the notice of vacancy soliciting persons interested in serving on the Council and making an appointment from the applicants received or by any other method agreed upon by the Council.

Staff is prepared to proceed with whichever option the Council chooses to fill the vacancy.

FISCAL IMPACT

Appointment to fill the vacancy should have almost no fiscal impact; there may be some minor incremental costs for adding an office to the November election, but the City will already be electing three candidates at the November election.

PUBLIC HEARING

None is required.

REASON FOR RECOMMENDATION

Action is recommended so that the City may be in compliance with State law, and have a complete legislative body to act on matters that come before the Council.

Attachments:

- A. Letter of Resignation

Attachment 'A'

Charles H. Jones
15477 Monterey Ln.
Kerman, Ca. 93630

January 28, 2014

Mr. Luis Patlan, City Manager
City of Kerman
850 S. Madera Avenue
Kerman, CA 93630

Dear Luis:

Please accept this letter as my resignation from the City Council effective today, January 28, 2014.

I have enjoyed working with you and know with your leadership and outstanding City employees the City will only continue to prosper.

It has been my pleasure to serve the Citizens of Kerman.

Sincerely,



Charles H. Jones

C: Mayor and City Council Members
Marci Reyes, City Clerk
Mark Blum, City Attorney



City of Kerman

"Community Comes First"

MAYOR
Gary K. Yep

MAYOR PRO-TEM
Doug Wilcox

COUNCIL MEMBER
Raj Dhaliwal

COUNCIL MEMBER
Nathan Fox

COUNCIL MEMBER
Charlie Jones

DEPARTMENT: FINANCE DEPARTMENT
STAFF REPORT

CITY COUNCIL MEETING

COUNCIL MEETING DATE: FEBRUARY 5, 2014

To: Mayor and City Council
From: Toni Jones, Senior Accountant
Subject: Resolution Awarding Contract to Springbrook Software, Inc. for new Accounting Software System

RECOMMENDATION

Council adopts resolution awarding the contract to Springbrook Software, Inc. for new accounting software system in the amount not-to-exceed of \$87,875 and authorizes the City Manager to execute the Master Client Agreement.

EXECUTIVE SUMMARY

The City has been using two separate software systems for accounting (Fundware) and for utility billings (AVR) since the mid 1990's. These systems are not integrated and they are older technologies. The City is looking at replacing and enhancing its financial management system with a new fully integrated system that is Windows-based, user friendly that will handle multiple applications, improve efficiency, eliminate accounting errors and improve our reporting capabilities. A staff committee consisting of the Finance Director, Senior Accountant/Human Resource Officer, and IT Consultant have evaluated three vendors of governmental financial software systems during the past year following a Request for Proposal (RFP) process. The City included \$90,000 in the FY 2013/14 budget to replace the current accounting software system.

OUTSTANDING ISSUES

On September 4, 2013, the City Council selected Tyler Technologies Incode accounting software system and authorized staff to negotiate the terms of a contract with the company based on the RFP Committee recommendations. During the review of the contract staff discovered that the not-to-exceed price of \$88,675 did not include additional costs for travel and training totaling \$17,436 to \$29,000. This was unacceptable and staff decided to table negotiations with Tyler Technologies and review the other software systems submitted by Springbrook Software, Inc. and Cassell.

BACKGROUND

On July 18, 2013, staff sent out a Request for Proposal (RFP) to five different vendors for a new accounting software system. Three vendors responded with proposals, listed as follows:

- | | |
|-------------------------------|-----------|
| 1. Tyler Technologies | \$88,675 |
| 2. Casselle | \$113,625 |
| 3. Springbrook Software, Inc. | \$147,595 |

The vendors were subjected to several levels of evaluation by the RFP Committee including: a) an initial screening of the company profile, b) responses to functionality questions included in the RFP, c) software package, d) product demonstrations, e) training and software integration, (f) price, and (g) reference checking.

The RFP Committee eliminated Cassell during the evaluation phase and determined that Tyler Technologies and Springbrook Software, Inc. (“Springbrook”) offered very compatible software packages that would meet the financial management needs of the City. The primary difference between the two proposals was the price. Tyler’s price was \$88,675 compared to \$147,595 for Springbrook. The RFP Committee agreed that it would not be worth pursuing further discussions with Springbrook and that the Incode accounting software system by Tyler Technologies was the preferred software system.

Based on the RFP Committee’s recommendation the Council on September 4, 2013 authorized staff to negotiate the terms of a contract with Tyler Technologies for the Incode accounting system in an amount not-to-exceed \$88,675. During the review of the contract it was discovered that the not-to-exceed price of \$88,675 did not include costs for travel and training. Tyler Technologies estimated travel and training to total an additional \$17,436 to \$29,060. Furthermore, Tyler Technologies would not agree to a not-to-exceed amount for travel and training. Thus, the additional cost for travel and training could have exceeded \$29,000 with no maximum limit. This was unacceptable and staff decided to table the Tyler proposal and review the other two accounting software systems submitted by Springbrook and Cassell.

DISCUSSION

Staff contacted the other two companies that responded to the RFP (Springbrook and Cassell) to determine if they were still interested and to evaluate their accounting systems in greater detail. Both companies were interested.

Staff first contacted and traveled to the cities of Newman and Chowchilla for on-site demonstrations of the Springbrook and Cassell systems. The City of Newman uses Springbrook and the City of Chowchilla uses Cassell. Staff then participated in a web-based demonstration of both systems. Based on the on-site and web-based demonstrations staff determined that Springbrook provided the best accounting software system in terms of ease of use and solid utility billing module. In addition, Springbrook agreed to revise their price from \$147,595 to an amount not-to-exceed \$87,875, which includes integration, and up to two weeks of on-site training. Cassell’s system was somewhat cumbersome and all of the training is done in Utah.

On December 10, 2013, finance and planning staff along with the City Manager attended a four-hour live demonstration at City Hall presented by Springbrook. This gave all interested City staff members the opportunity to see the look and feel of the software product. Staff considered the software demonstration for usefulness, ease of use and appearance. Everyone agreed after the live demonstration that Springbrook was a user-friendly accounting software system that would meet the city’s needs.

Staff also contacted the City’s auditors, Bryant and Ryan Jolley, as a reference because two of their client cities use Springbrook (Livingston and Angels Camp). The auditors felt that Springbrook’s accounting software system was comprehensive and easy to use. Staff contacted the cities of Livingston and Angels Camp. The City of Livingston’s Finance Director has used the software for two years and said that it met their needs and is user friendly. The City of Angels Camp said the software is very robust and meets all of their accounting and utility billing needs.

California Presence

Springbrook was founded in 1985 and is headquartered in Portland Oregon. Springbrook has been providing comprehensive, fully integrated fund accounting and utility billing software solutions to local government, utilities and special districts for 29 years. Springbrook currently serves over 100 clients in California.

Training and Implementation

Springbrook proposed two weeks of in-house training including internet-based training at no cost to the City. Springbrook will provide free training at their Portland Oregon headquarters as needed but travel and lodging costs would be paid by the City. Staff does not anticipate that out-of-state travel will be necessary.

User Support

Springbrook standard hours for live telephone support are available Monday through Thursday from 6 am to 6 pm and Friday from 6 am to 5 pm PST. They do have someone on call after hours as needed. They also have e-mail and web-based support. They have the capability to log in remotely and walk staff through any problems that may arise.

Annual Maintenance

The annual maintenance cost for the Springbrook accounting software system will be \$10,000. We are currently paying \$9,706 for the Fundware and AVR. Springbrook's system includes automatic updates each year.

Software System

Springbrook's proposal is for their newest version, 7.16 and includes the following modules:

- General Ledger
- Accounts Payable
- Bank Reconciliations
- Budgeting
- Electronic Banking (ACH)
- Purchase Orders
- Payroll, Human Resources
- Employee Self Service
- Project/Grant Accounting
- Fixed Assets
- Accounts Receivable
- Licenses and Permits
- Building Permits and Inspections
- Utility Billing Suite

If approved by the Council, staff expects to have Springbrook begin implementing the new accounting software system within 30 days and have the system fully operational by October.

FISCAL IMPACT

The Springbrook accounting software system costs \$87,875. The FY 2013-14 Budget includes \$90,000 for the purchase of a new accounting software system. In addition, there is a \$6,700 cost for some new hardware that will be necessary for the new accounting software system and \$2,000 cost for utility data conversion charged by the current utility billing company (AVR) for a total of \$8,700. These costs will be paid from the technology maintenance and replacement fund.

PUBLIC HEARING

None required.

REASON FOR RECOMMENDATION

The City of Kerman is in need of an integrated and user-friendly financial management software system to replace the two existing outdated accounting and utility billing software systems.

Attachments:

- A. Resolution w/Exhibit
- B. Order Form

Attachment 'A'

RESOLUTION NO. 14-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN AWARDING PROPOSAL TO SPRINGBROOK SOFTWARE AND AUTHORIZE THE CITY MANAGER TO SIGN THE CONTRACT

WHEREAS, the City of Kerman sent out a request for proposal to five (5) reputable software companies for financial software and implementation services on July 18, 2013 and subsequently on Sept. 4, 2013 staff recommended and Council awarded the proposal to Tyler Technologies; and

WHEREAS, once contracts were reviewed by staff it was discovered that the price not to exceed \$88,675 did not include travel and training therefore staff decided to table the Tyler proposal; and

WHEREAS, staff contacted the other two agencies that responded to the RFP; Cassell and Springbrook and began to research both companies to determine which one would be the best fit for the City of Kerman; and

WHEREAS, after researching both companies it was determined that Springbrook software would be the best fit and value for the City of Kerman; and

WHEREAS, the proposal from Springbrook software includes licensing, travel, training, financial data conversion and implementation for the General Ledger, Budgeting, Accounts Payable, Bank Reconciliation, Purchasing, Fixed Assets, Accounts Receivable, Payroll, Human Resources, Employee Self Service, Employee Time Entry, Utility Billing, Central Cashiering, Building Permits and Inspections and License and Permit modules for the proposed not-to-exceed cost of \$87,875; and

WHEREAS, Springbrook Software pricing proposal fits within the \$90,000 that has been budgeted in fiscal year 2013/2014 for this purpose;

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN RESOLVES that the proposal for financial software and implementation services be awarded to Springbrook Software and authorizes the City Manager or his designee to execute the Master Client Agreement with addendums attached hereto as Exhibit 'A'.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 5th day of February, 2014, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved

Gary Yep
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'



SPRINGBROOK SOFTWARE
MASTER CLIENT AGREEMENT

This Springbrook Software, Master Client Agreement is made and entered into as by and between Springbrook Software, Inc., an Oregon corporation having its principal place of business at 1000 SW Broadway suite 1900, Portland OR 97205, ("Vendor") and The City of Kerman ("Client"), a CA agency having its principal place of business at 850 S. Madera Ave. Kerman, CA 93630.

This Agreement consists of the general terms and conditions set forth below and any applicable Addenda, including but not limited to the Addenda identified in Table A. This Agreement does not include any other documents unless specifically agreed to in writing by Vendor and Client in accordance with Section 9.1 of this Agreement.

Table A (Items checked are included as part of this Agreement)					
<input checked="" type="checkbox"/>	Software License Agreement Addendum	<input type="checkbox"/>	Third Party Services Addendum	<input type="checkbox"/>	Client Advisory Committee Addendum
<input checked="" type="checkbox"/>	Software Maintenance Addendum	<input type="checkbox"/>	Disaster Recovery Addendum	<input type="checkbox"/>	Pilot Client Participation Addendum
<input type="checkbox"/>	Evault Backup Services Addendum	<input checked="" type="checkbox"/>	Subscription Addendum	<input checked="" type="checkbox"/>	Supplements to Terms and Conditions

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Agreement mean the following unless specifically defined elsewhere in this Agreement, or in an applicable Addendum or Order Form.

"Addendum" means an amendment or supplement to this Agreement executed by both parties.

"Agreement" means this Agreement, any applicable Addenda, and any Order Form or Statement of Work executed by both parties.

"Change Order" means a written request to change the terms or scope of a Statement of Work or an Order Form.

"Claim" means any claim, demand, cause of action, debt, liability, or other obligation, including reasonable attorney fees incurred in connection with such a claim.

"Confidential Information" means (a) any confidential, proprietary or trade secret information of the disclosing party ("Discloser") that, if in tangible form, is reasonably marked as confidential, secret or with a comparable legend, or, if disclosed orally or visually, is reasonably identified as confidential at the time of disclosure or within a reasonable time following disclosure; (b) discussions relating to such information; and (c) any information the receiving party ("Recipient") knew or reasonably should have reasonably known under the circumstances to be confidential.

"Consulting Services" means services provided to analyze Client requirements and make recommendations on how to best implement and utilize Vendor Products. Client is solely responsible for insuring that accepted recommendations are appropriate for use within the Client's organization.

"Documentation" means the then-current, non-user specific, written instructions, user guides, and user manuals for the Products, if applicable, whether in electronic, paper or other equivalent form, provided by Vendor to Client.

"Executable Code" means the fully compiled version of a software program that can be executed by a computer and used by an end user without further compilation.

"Effective Date" means the date the applicable Order Form is signed by the Client for the Products or Services being purchased.

"Fees" has the meaning set forth in Section 3.1 below.

"Indemnified Parties" means each party entitled to indemnification under this Agreement and its officers, directors, employees and agents.

"Licensed Software Products" or "Vendor Software" means the machine-readable, object-code version of the software licensed by Vendor to Client, including all related Documentation and any modified, updated or enhanced versions of the software that Vendor may provide to Client, as set forth in the applicable Order Form and under the terms and conditions of this Agreement.

"Product Maintenance Services" means on-going services provided by Vendor to Client as set forth in the Software Maintenance Addendum.

"Order Form" means the ordering documents, in a form specified by Vendor, representing the initial purchase of the Products as well as any subsequent purchases of Products that are signed and submitted by Client to Vendor.

"Output" means any work product, forms, checks, statements, reports interfaces to third parties, or information provided by Vendor or Vendor Products.

"Products" means items purchased by Client as set forth in an Order Form or Statement of Work, in accordance with any applicable Addendum. Products may include Licensed Software Products, Services, Subscription Services, Product Maintenance Services, Professional Services, and Product Customization.

"Professional Services" means implementation, training, installation and data recovery, migration and restoration services and other professional services provided by Vendor to Client, but specifically excluding Product Maintenance Services and Subscription Services.

"Services" means Consulting Services, Subscription Services, Professional Services, Product Customization, and any other services provided by Vendor to Client.

"Subscription Services" means software based services that are provided to the Client by the Vendor or a third party on a re-occurring basis.

"Source Code" means the human-readable version of a software program than can be compiled into Executable Code.

"Statement of Work" means a written description of work signed by the parties pursuant to which Vendor provides Professional Services to Client and is covered by the terms and conditions of this Agreement.

"Taxes" has the meaning set forth in Section 3.4. **"Term"** has the meaning set forth in Section 9.1.



2 SCOPE OF AGREEMENT.

This Agreement states the terms and conditions pursuant to which Vendor will provide Products and Services to the Client. These general terms and conditions may be supplemented by the applicable Addenda, including any Addenda identified in Table A. Client understands that all or certain portions of the Products sold or licensed under this Agreement may be provided by a third party service provider. Client also understands that all Products purchased by the Client as part of this Agreement are provided as is. Any Client specific changes to the Products will require an Addendum or amendment consistent with section 11.3.

3 FEES AND PAYMENT

3.1 Fees.

Client will remit to Vendor all applicable fees, including but not limited to license, maintenance, professional service and other fees for those Products and Services purchased by Client, as set forth in any applicable Order Form or Statement of Work (collectively, "Fees"). In addition, Client shall reimburse Vendor for any reasonable expenses, including travel, travel time, phone and related expenses incurred in the performance of Services, which costs are also considered to be Fees. Except as specifically set forth in this Agreement, all Fees are fully earned upon receipt and non-refundable.

3.2 Payment.

Payments due under this Agreement shall be made in U.S. currency in the amounts and at the times set forth in the applicable Order Form or Statement of Work or, if not indicated therein, within thirty (30) days of the date of invoice. If Client fails to timely pay any amount when due, Client shall pay, in addition to all principal due, interest at the rate of one percent (1.0%) per month, but not to exceed the maximum allowed by law, on such delinquent amount.

3.3 Suspension of Services

Vendor may, at its sole discretion, may suspend client's right to use any Product provided by Vendor under this Agreement if Client fails to remit any payment when due within ten (10) business days after receiving written notice from Vendor that payment is past due. This section does not in any way waive Vendor's rights under section 9.

3.4 Taxes.

All Fees are exclusive of any sales, value-added, foreign withholding or other government taxes, duties, fees, excises, or tariffs imposed on the production, storage, licensing, sale, transportation, import, export, or use of the Products or performance of any Services (collectively, "Taxes"). If the Vendor is assessed Taxes or the Client is required to withhold Taxes related to services provided under this Agreement, Client will be responsible for, and will reimburse the Vendor. Taxes shall be considered a Fee and will be subject to the terms and conditions set forth in this section 3.

4 OWNERSHIP

4.1 Title

Client acknowledges, represents and warrants that title to and ownership of the Licensed Products, Systems, and Documentation, including all corrections, enhancements, or other modifications to the Licensed Software, Products, systems, and Documentation, are the sole and exclusive property of Vendor and its third party vendors. This includes all material displayed on the screen or generated, such as icons, screen displays, etc.

4.2 Proprietary Rights Notices.

Client shall not delete, alter, cover, or distort any copyright, trademark, or other intellectual property rights placed on or in the Products and shall ensure that all intellectual property right notices are reproduced on all copies thereof.

5 CONFIDENTIALITY

5.1 Obligations.

Each party acknowledges that, in the course of its performance of this Agreement, it may obtain the Confidential Information of the other party. The duty to protect any Confidential Information shall survive the termination of this Agreement. The Recipient of any Confidential Information shall use the same level of care to protect the Confidential Information of the Discloser that Recipient takes to protect its own confidential information, but, at a minimum, shall take reasonable steps to prevent the unauthorized disclosure of and to maintain the confidentiality of the Confidential Information of Discloser. Recipient shall not disclose the Confidential Information of Discloser to any employees, contractors, or other third parties except as specifically authorized by Discloser or as necessary to perform Recipient's obligations under this Agreement. Recipient shall use its best reasonable efforts to ensure that any party to whom Recipient does disclose Confidential Information is subject to confidentiality obligations at least as protective as those in this Agreement. Recipient shall be liable for any breach of these confidentiality obligations by any individual or entity receiving Confidential Information from Recipient. However, the parties acknowledge and agree that, notwithstanding such measures taken to prevent unauthorized disclosure, use of or connection to the Internet provides the opportunity for unauthorized third parties to circumvent such precautions and illegally gain access to Confidential Information. The Confidential Information disclosed by Discloser may only be used by Recipient as necessary to perform its obligations or exercise its rights under this Agreement. Recipient shall indemnify Discloser for damages or costs incurred by Discloser as a result of the unauthorized use, disclosure or distribution of any Confidential Information facilitated by Recipient's breach of these confidentiality obligations.

5.2 Exceptions.

The obligations set forth in Section 5.1 will not apply to any information that is required to be disclosed by:

- (a) An authorized court or other governmental body or;
- (b) Otherwise required by law. Such disclosure will not be considered to be a breach of this Agreement or a waiver of confidentiality for other purposes; provided, however, that Recipient will provide prompt written notice thereof to Discloser and will cooperate with Discloser to limit any disclosure to the fullest extent possible.

6 LIMITED WARRANTIES AND DISCLAIMERS

6.1 Assumption of Responsibility.

Client assumes all responsibility for the selection of, appropriateness of, use of, and results obtained from the Products and Output. Client warrants that it is solely responsible for setting up and administering internal controls to verify the accuracy of the Products' Output on an ongoing basis. All warranties made by Vendor, express or implied, extend solely to Client and not to any third parties.

6.2 DISCLAIMER.

EXCEPT AS EXPRESSLY WARRANTED IN THE APPLICABLE PRODUCT ADDENDUM, THE PRODUCTS ARE PROVIDED "AS IS," WITHOUT ANY WARRANTY OF ANY KIND, WHETHER EXPRESS, IMPLIED, OR STATUTORY, INCLUDING BUT NOT LIMITED TO ANY IMPLIED WARRANTIES OR CONDITIONS OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, NON-INFRINGEMENT OR NON-MISAPPROPRIATION OF INTELLECTUAL PROPERTY RIGHTS OF A THIRD PARTY, CUSTOM, TRADE, QUIET ENJOYMENT, ACCURACY OF INFORMATIONAL CONTENT OR RESULTS, OR SYSTEM INTEGRATION, OR ANY WARRANTIES OR CONDITIONS ARISING UNDER ANY OTHER LEGAL REQUIREMENT, AND VENDOR EXPRESSLY DISCLAIMS ALL SUCH WARRANTIES. VENDOR MAKES NO WARRANTY THAT THE PRODUCTS WILL RUN PROPERLY ON ALL HARDWARE, THAT THE LICENSED SOFTWARE, HOSTED SERVICES OR OTHER PRODUCTS WILL MEET THE NEEDS OR REQUIREMENTS OF CLIENT OR ITS USERS, WILL OPERATE IN THE COMBINATIONS THAT MAY



BE SELECTED FOR USE BY CLIENT OR ITS USERS, THAT THE LICENSED SOFTWARE OR HOSTED SERVICES WILL BE UNINTERRUPTED OR ERROR FREE, OR THAT ALL ERRORS WILL BE CORRECTED.

7 INDEMNIFICATION

7.1 By Client.

Client shall indemnify, defend and hold Vendor harmless from any Claims to the extent that the Claims arise out of or relate to:

- (a) Client's Failure to verify the appropriate use of Vendor Products and Output;
- (b) Failure of Client to verify the accuracy of Output;
- (c) Client's failure to implement and administer internal controls, including internal controls to verify, on an ongoing basis, the appropriate use and accuracy, Output;
- (d) Any data, software, or other materials provided by Client;
- (e) Any use of the Products or Services inconsistent with their intended use, as manifest in this Agreement;
- (f) Any modification, alteration, misuse, or combination of the Products or Services with other hardware or software; or
- (g) Client's wilful or reckless misconduct.

7.2 By Vendor.

Vendor shall indemnify, defend and hold Client harmless from and against any Claims to the extent that the Claims are based on Vendor's wilful or reckless misconduct.

7.3 Entire Obligation.

THE INDEMNIFICATION OBLIGATIONS SET FORTH IN THIS SECTION 7 CONSTITUTE EACH PARTY'S ENTIRE OBLIGATION AND LIABILITY FROM OR RELATED TO THIS AGREEMENT REGARDING THIRD PARTY CLAIMS.

8 LIMITATION OF LIABILITY

8.1 Waiver of Consequential Damages.

IN NO EVENT WILL EITHER PARTY BE LIABLE FOR: (A) THIRD PARTY CLAIMS OR LIABILITIES OTHER THAN THOSE IDENTIFIED IN SECTION 7; OR (B) ANY SPECIAL, INDIRECT, INCIDENTAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, LOSS OR DAMAGE TO DATA, INACCURACY OF DATA, LOSS OF ANTICIPATED REVENUE OR PROFITS, WORK STOPPAGE OR IMPAIRMENT OF OTHER ASSETS OR LOSS OF GOODWILL, WHETHER OR NOT FORESEEABLE AND WHETHER OR NOT A PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES AND NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER.

8.2 Cap on Liability.

IN NO EVENT WILL THE TOTAL LIABILITY OF VENDOR ARISING OUT OF OR IN CONNECTION WITH THIS AGREEMENT EXCEED THE FEES PAID BY CLIENT FOR THE SERVICES OR PRODUCTS IN QUESTION OR THE CAPS ON LIABILITY SET FORTH IN THE APPLICABLE PRODUCT ADDENDUM, NOTWITHSTANDING ANY FAILURE OF THE ESSENTIAL PURPOSE OF THIS AGREEMENT OR ANY LIMITED REMEDY HEREUNDER. IN NO EVENT WILL VENDOR'S LICENSORS OR THIRD PARTY PROVIDERS BE LIABLE FOR ANY DAMAGES, WHETHER DIRECT, INDIRECT OR CONSEQUENTIAL, OF ANY KIND IN CONNECTION WITH OR ARISING OUT OF THIS AGREEMENT. FOR FEES THAT ARE PAID ON A RE-OCCURRING BASIS, LIABILITY IS CAPPED AT AN AMOUNT EQUAL TO THE FEES PAID IN ONE FULL YEAR FOR THE SERVICES OR PRODUCTS IN QUESTION.

8.3 Disclaimer.

THE FOREGOING LIMITATIONS APPLY TO ALL CAUSES OF ACTION IN THE

AGGREGATE, INCLUDING WITHOUT LIMITATION, BREACH OF CONTRACT, BREACH OF WARRANTY, INDEMNIFICATION, NEGLIGENCE, STRICT LIABILITY, MISREPRESENTATION AND OTHER TORTS, AND STATUTORY CLAIMS. EACH OF THE PARTIES ACKNOWLEDGES THAT IT UNDERSTANDS THE LEGAL AND ECONOMIC RAMIFICATIONS OF THE FOREGOING LIMITATIONS, AND THAT THE FOREGOING LIMITATIONS ALLOCATE THE VARIOUS RISKS BETWEEN THE PARTIES AND FORM AN ESSENTIAL PART OF THE AGREEMENT OF THE PARTIES.

9 TERM AND TERMINATION

9.1 Term.

This Agreement will commence upon the Effective Date and will continue for the period set forth in the applicable Order Forms (subject to the renewal terms set forth in the applicable Product Addendum and/or the applicable Order Forms) and/or Statements of Work ("Term"), unless earlier terminated in accordance with the provisions of this Agreement.

9.2 Termination

Either party may terminate this Agreement, and any applicable addenda, and Vendor may terminate Order Forms, upon written notice if the other party materially breaches this Agreement and fails to cure such breach within one-hundred twenty (120) days after receiving specific written notice of the nature of the alleged breach from the non-breaching party and the opportunity to cure. Vendor may terminate this Agreement if Client fails to pay any portion of the Fees when due within thirty (30) days after receiving written notice from Vendor that payment is past due. Additional termination rights are set forth in the warranty and/or termination provisions in the applicable Addendum.

9.3 Obligations upon Termination.

Upon the termination or expiration of this Agreement:

- (a) Client shall promptly pay in full all outstanding payments due to Vendor (but in any event, no later than ten (10) business days following the date on which termination or expiration is effective);
- (b) all licenses granted under this Agreement and any Addenda will immediately terminate and Client shall immediately cease all use of the Products;
- (c) Client shall remove all copies of the Licensed Software from its computer systems. The expiration or termination of this Agreement does not relieve either party of any obligations that have accrued on or before the effective date of the termination or expiration.

9.4 Survival.

The following Sections will survive the termination or expiration of this Agreement: 1 and 4 through 10, and any other provisions of this Agreement, including any Addenda, that by reasonable interpretation are intended by the parties to survive the termination or expiration of this Agreement.

10 GENERAL LIABILITY INSURANCE

Vendor will maintain general liability insurance. Upon request by Client, Vendor will provide Client with proof of coverage. This certificate is issued to the Client as a matter of information only and confers no rights upon the Client. This Certificate does not amend, extend or alter the coverage afforded by the insurer to the Vendor.

11 GENERAL

11.1 Reservation of rights

All rights not expressly granted to Client in this Agreement are reserved by Vendor and its third party providers.

11.2 Entire Agreement.

This Agreement, including the applicable Addenda and any Order Forms or Statements of Work, constitutes the entire agreement between the parties



and supersedes all previous and contemporaneous agreements, understandings and arrangements with respect to the subject matter hereof, whether oral or written.

11.3 Amendment.

This Agreement may be amended or supplemented only in writing. Any amendment must refer explicitly to this Agreement and must be signed by both parties. All other agreements whether verbal, implied or written are not binding to either party.

11.4 Waiver.

No term or provision hereof will be considered waived by either party, and no breach excused by either party, unless such waiver or consent is in writing and signed on behalf of the party against whom the waiver is asserted. No consent by either party to, or waiver of, a breach by either party, whether express or implied, will constitute consent to, waiver of, or excuse of any other, different, or subsequent breach by either party.

11.5 Severability.

If any provision of this Agreement is held to be invalid or unenforceable for any reason, the remaining provisions will continue in full force without being impaired or invalidated in any way. The Parties agree that any invalid provision will be deemed to be restated so as to be enforceable to the maximum extent permissible under law consistent with the original intent and economic terms of the invalid provision.

11.6 Relationship of Parties.

The parties to this Agreement are independent contractors. There is no relationship of agency, partnership, joint venture, employment or franchise between the parties. Neither party will have, and will not represent that it has, any power, right or authority to bind the other party, or to assume or create any obligation or responsibility, express or implied, on behalf of the other party or in the other party's name.

11.7 Non-Exclusive Relationship.

This Agreement is non-exclusive. Each party will be free to enter into other similar agreements or arrangements with other third parties.

11.8 Assignment.

Neither party will indirectly or directly transfer or assign any rights under this Agreement, in whole or part, without the prior written consent of the other party. Notwithstanding the foregoing, the Vendor may, without the prior written consent of the other party, assign in its entirety or in part this Agreement to a subsidiary or affiliated entity as part of a divestiture, corporate reorganization or consolidation, or to another party in connection with a merger, acquisition, or sale of assets or stock, provided the successor agrees in writing to assume all of the assigning party's obligations hereunder. Any assignments contrary to this Section 11.8 will be void. Subject to the foregoing, this Agreement will bind and inure to the benefit of the parties and their respective successors and permitted assigns.

11.9 Compliance with Laws.

Each party shall be responsible for its own compliance with laws, regulations and other legal requirements applicable to the conduct of its business and this Agreement, and agrees to comply with all such laws, regulations and other legal requirements.

11.10 Force Majeure.

Except for Client's payment obligations under this Agreement, neither party will be liable for any failure or delay in performance under this Agreement which might be due in whole or in part, directly or indirectly, to any contingency, delay, failure, or cause of, any nature beyond the reasonable control of such party. Such causes include, without in any way limiting the generality of the foregoing, fire, explosion, earthquake, storm, flood or other weather, unavailability of necessary utilities or raw materials, power outage, strike, lockout, unavailability of components, activities of a combination of workmen or other labor difficulties, war, act of terrorism, insurrection, riot, act of God or the public enemy, law, act, order, export control regulation, proclamation decree, regulation, ordinance, or

instructions of government or other public authorities, or judgment or decree of a court of competent jurisdiction (not arising out of breach by such party of this Agreement).

11.11 Inspection

Client will permit Vendor or its representatives to review Client's relevant records and inspect Client's facilities and systems to ensure compliance with the Agreement. Vendor will give Client at least ten (10) days' advance notice of any such inspection and will conduct the same during normal business hours in a manner that does not unreasonably interfere with Client's normal operations.

11.12 Governing Law.

This Agreement will be governed by and construed under the laws of the United States, the State and county in which the Client is located, as defined at the beginning of this agreement.

11.13 Dispute Resolution and Jurisdiction.

The parties will attempt to resolve any dispute relating to this Agreement by good faith negotiation between business principals prior to initiating formal legal proceedings relating to the dispute. In the event the parties are unable to resolve the dispute, any such claim shall be submitted to Arbitration. Such arbitration shall be conducted in accordance with commercial arbitration rules then in effect for the American Arbitration Association; and both parties agree to abide by the decision resulting from such arbitration. If necessary, the decision of the American Arbitration Association may be enforced by the courts having jurisdiction over this Agreement.

11.14 Attorney Fees.

In the event any attorney is employed by any party to this Agreement with regard to any legal action, arbitration or other proceeding brought by any party for the enforcement of this Agreement, or because of an alleged dispute, breach, default or misrepresentation in connection with any of the provisions of this Agreement, then the party or parties prevailing in such proceeding, whether at trial or upon appeal, will be entitled to recover reasonable attorney fees and other costs and expenses incurred, in addition to any other relief to which it may be entitled.

11.15 Notices.

All notices, consents, and approvals under this Agreement must be delivered in writing by courier, by overnight mail service or by certified or registered mail, (postage prepaid and return receipt requested) to the other party at the address set forth beneath such party's signature and will be effective upon receipt. Either party may change its address by giving written notice of the new address to the other party.

11.16 Press Release.

In the event that Vendor wishes to issue a press release announcing the existence of the relationship between the parties and the nature of this Agreement, Vendor will provide such press release to Client for Client's written approval and consent. Such approval and consent will be in Client's sole discretion. No other press releases that mention the other party shall be issued without the other party's prior written approval. Client agrees to allow Vendor to list Client as a customer.

11.17 Construction of Agreement.

This Agreement has been approved by the respective parties hereto and the language hereof will not be construed for or against any party. The titles and headings herein are for reference purposes only and will not in any manner limit the construction of this Agreement, which will be considered as a whole.

11.18 Counterparts and Electronic Signatures.

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be



delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule,

and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed as of the Effective Date by a duly authorized officer or representative.

Vendor: Springbrook Software, Inc.

Client:

By: _____

By: _____

Name (Print): Tim Rosener

Name (Print): _____

Title: Vice President, Implementations

Title: _____

Date: _____

Date: _____



SPRINGBROOK SOFTWARE SOFTWARE MAINTENANCE ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Product Maintenance Services purchased by City of Kerman ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement ("Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement or in the Software License Agreement Addendum.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Enhancement" any change to a Licensed Software Product that the Vendor, in its sole discretion, has determined will become part of the Licensed Software Product, including any modification or addition that, when made or added to a Licensed Software Product, materially changes its utility, efficiency, functional capability, or Output, but that does not constitute solely an Error Correction, and does not constitute a New Product Release. Vendor may designate Enhancements as "Major Enhancements" or simply as "Enhancements," depending on Vendor's assessment of their value and of the function added to the Licensed Software Product or Application. A "Major Enhancement" is a substantial rewrite of an Application or a Licensed Software Product.

"Temporary Fix" means an initial correction or "fix" to a problem in the Licensed Software Products prior to the release of an Error Correction.

"Error Correction" means either a modification or an addition that, when made or added to the Licensed Software Products, brings the Licensed Software Products into material conformity with its Specifications, or a procedure or routine that, when observed in the regular operation of the Licensed Software Products, avoids the practical adverse effect of such nonconformity.

"Maintenance Fees" means Fees paid by Client on a periodic basis to purchase the Product Maintenance Services under this Addendum. These Maintenance Fees are subject to the Terms and Conditions of the Master Agreement are considered "Fees."

"New Product Release" means either the total rewrite of an Application or new version(s) of the Licensed Software Products (including, without limitation, offering of an Application in a new language), the offering of new suites of Applications or databases, generally packaged as a separate module, and which may incorporate Error Corrections and/or Enhancements. A New Product Release shall be distinguished from an Enhancement by Vendor's determination, based on Vendor's assessment of the New Product's value and of the function added to the Licensed Software Products or an Application.

2 SCOPE OF MAINTENANCE AGREEMENT

Client has purchased certain Licensed Software Products from Vendor and Client wishes to have Vendor maintain and support Client's use of those Licensed Software Products. Vendor and Client therefore agree as follows:

2.1 Scope of Support Services

- (a) As long as Client is current on Maintenance Fees, Vendor agrees to provide "Basic Support Services" in support of the Product. Basic Support Services shall consist of:
 - (b) a toll-free line plus Internet access to Vendor's support department during Vendor's normal hours of operation to answer questions

about the Licensed Software Products and help resolve issues not related to Error Corrections as defined below; and

- (c) After hours support during hours other than Vendor's normal hours of operation. Client will pay for after hours support at Vendor's standard hourly rates for after hours support, or as documented on the appropriate Order Form or Statement of Work.

2.2 Scope of Product Maintenance Services

As long as Client is current on Maintenance Fees, Vendor agrees to provide Product Maintenance Services in support of the Licensed Software Products as set forth in the applicable Order Form. Product Maintenance Services shall consist of:

- (a) Error Correction. Vendor will use all reasonable diligence to correct verifiable and reproducible errors in Licensed Software Products that are not performing in accordance with the Specifications. Error Corrections will be made within a reasonable time period after reported to Vendor. The Error Correction, when completed, may be provided in the form of a Temporary Fix or, in Vendor's discretion, a work around may be provided in the form of recommended alternate methods of using the Licensed Software Products.
- (b) Changes in State and Federal Reporting Requirements. Vendor will provide Enhancements needed to conform to state and federal reporting requirements, including changes to tax tables and routine forms, as changes become effective. Product Maintenance Services under this Addendum do not include updates to conform to any changes in local governmental regulations, including without limitation changes in utility billing rates, reports or methods. Vendor reserves the right to determine final form of State and Federal reporting functionality to ensure that functionality meets the requirements of the controlling regulation and all clients within the scope of said regulation. Enhancements to meet local needs are not included in this Service.
- (c) Service Packs. Vendor may, from time to time, issue routine minor releases of the Licensed Software Products, known as service packs, which contain Error Corrections, to Clients who have Software Maintenance Addenda in place. Installation of Service Packs is provided at no charge to Client if completed over the Internet. Installation of routine releases, Service Packs, and Enhancements by Vendor at Client's site will be billed to Client at Vendor's then-current hourly rate.
- (d) Discounts on Major Enhancement Releases. Vendor may, from time to time, offer Major Enhancements to Client. To the extent Vendor offers such Major Enhancements, Vendor shall permit Client to obtain one copy of each Major Enhancement for each copy of the Licensed Software Products or Application being maintained under this Addendum at the discount then specified by Vendor.

2.3 Limitation of Support and Maintenance Services

The following is not covered by this agreement:

- (e) Training, data conversion, Consulting Services, and project management services (whether onsite or offsite);



- (f) Maintenance or support services resulting from any problem resulting from Client's deliberate or inadvertent misuse, alteration (including local reports written by the Client), or damage of the Licensed Software Products;
- (g) Support of operating systems; support of non-Vendor software (including but not limited to spreadsheets, word processors, general office software, and report writers (including Crystal Reports, except for the standard Springbrook reports written in Crystal));
- (h) On-site installation and management services for Upgrades or Major Enhancements;
- (i) Providing or recommending internal controls or balancing Client's books;
- (j) Any training, consulting, implementation management services, and data conversion services required on an individual Client basis for Major Enhancements (whether onsite or offsite);
- (k) Any set up, support for and maintenance of additional production databases (whether onsite or offsite);
- (l) Travel (including travel time) and living expenses for installation and training, or any other onsite support or services;
- (m) New (additional) Product license and service fees.
- (n) Client is responsible for testing Client-specific modifications or Custom. Services associated with upgrading or migrating Custom to new release levels is not included in this agreement.

3 CLIENT RESPONSIBILITIES

Under this Addendum the Client is responsible for items not specifically assigned to the Vendor, including the following:

3.1 Cooperation of Client.

Client agrees to notify Vendor promptly following the discovery of any error. Further, upon discovery of an error, Client agrees, if requested by Vendor, to submit to Vendor a listing of Output and any other data that Vendor may require in order to reproduce the error and the operating conditions under which the error occurred or was discovered. Vendor shall treat any such data as confidential.

3.2 Vendor Access

Client agrees to provide and maintain a means for Vendor to remotely access and maintain the Licensed Software Products as installed on Client's computers or networks. This access will include the following:

- (a) An Internet connection and a static IP address that allows connectivity from Vendor support centers to the Client's servers;
- (b) Appropriate Vendor approved software that will allow Vendor support personnel to access the Client's server environment for the purposes of installation of Products, troubleshooting and problem resolution;
- (c) Client will allow Vendor personnel to access servers and Products with administrative level access;
- (d) Client is responsible for maintaining the security of any access solution; and
- (e) Vendor's failure to provide services under this Addendum as a direct result of Client's failure to provide access to Vendor will not constitute a breach of this Addendum.

3.3 Key Client personnel replacement

If key Client personnel replacement occurs, Vendor reserves the right to require that the new employee(s) acquire Vendor-required training. Vendor offers free training at Vendor's Portland Training Center to all new department heads and one (1) new primary user per year for Products purchased by the Client. Vendor may, in its discretion, raise the Maintenance Fees payable by Client by up to ten percent (10%) each year if

Client does not provide training to all applicable users who call in to Vendor for support.

3.4 Additional Costs not covered by this Addendum.

Vendor reserves the right to bill hourly for maintenance and support outside of the Products and Services listed in Section 2.1. Among other things, Vendor will bill Client on an hourly basis for the following services;

- (a) Support or maintenance in cases where repeated operator-produced error by the same user continues to occur despite notification to Client;
- (b) Support and maintenance services associated with applications not purchased by Client from Vendor, as documented in an appropriate Order Form or Statement of Work;
- (c) Support and maintenance services outside the scope of this Addendum;
- (d) Support and maintenance services necessitated by Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products and compliance with local, state and federal regulations and auditors requirements;
- (e) Support and maintenance services associated with Client's failure to provide adequate internal controls to ensure the accuracy and appropriate use of the Products;
- (f) Costs associated with Client's creation or modification of data in Vendor's database except through the appropriate use of Vendor Products;
- (g) Costs associated with Client's own actions to integrate Vendor Products with applications or services not purchased from Vendor;
- (h) Costs associated with Client's failure to meet the terms and conditions of section 3 of this Addendum;
- (i) Costs associated with additional labor or out of pocket expenses incurred while providing support to Client in cases where Vendor has requested but Client has denied remote access into a user workstation or the server housing Vendor's Products; and
- (j) Labor and travel costs associated with providing on-site for services covered by this Addendum.

4 MAINTENANCE FEES

4.1 Failure to pay Maintenance Fees

If Client fails to pay Maintenance Fees as specified in the applicable Order Form or Statement of Work, Vendor reserves the right to suspend all Services under this Addendum. If Client's account is placed on hold due to failure to pay Maintenance Fees, Vendor will suspend all Services under this Addendum. Client's account will not be taken off hold until the following occurs:

- (a) A "Reconnect" fee consisting of 10% of the full year annual maintenance amount is paid; and
- (b) All outstanding Maintenance Fees are paid in full. Client may choose to purchase new licenses from vendor and restart Product Maintenance Services at that point in lieu of paying all outstanding Maintenance Fees.

4.2 Maintenance Fees

Vendor reserves the right to increase Maintenance Fees by up to 5% each year.

5 USE AND RESTRICTIONS.

Error Corrections, Enhancements, New Product Releases and any other programming provided by Vendor, regardless of its form or purpose shall be considered part of the Licensed Software Products for purposes of determining the parties' rights and obligations related thereto pursuant to the Software License Agreement Addendum and this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and



to such works (including ownership of all copyrights, trade secret rights and other intellectual property rights pertaining thereto), subject to the terms and conditions of the Software License Agreement Addendum.

6 ELECTRONIC SIGNATURES

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by

electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed by its duly authorized officer or representative.

Vendor: Springbrook Software, Inc.

Client:

By: _____

By: _____

Name (Print): Tim Rosener

Name (Print): _____

Title: Vice President, Business Development

Title: _____

Date: _____

Date: _____



SPRINGBROOK SOFTWARE HOSTED SERVICES ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Subscription Services purchased by City of Kerman ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client and any applicable Order Form or Statement of Work. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

- 1. DEFINITIONS.** Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Citizens" means citizens, consumers, and others designated by the Client to access or use any Products or Services where such access or use is facilitated, directly or indirectly, by Subscription Services.

"Client Data" means any and all data and information of any kind or nature submitted to Vendor by Client, or received by Vendor on behalf of Client, other than publicly available information.

"Subscription Services" means any Products or Services purchased by Client from Vendor that are provided by or through a Third Party Vendor, as indicated on an Order Form. Subscription Services may include Online Payment Services, IVR service, and third party hosting of computer hardware, software, or networking elements.

"Online Payment Services" means the services described in Section 2.1.

"Third Party Vendors" mean vendors chosen by Vendor, in its reasonable discretion (or by Client, as provided in this Addendum), to provide the Subscription Services.

2. ONLINE PAYMENT SERVICES.

- 2.1.** Online Payment Services allow Citizens to make payments and perform certain other functions via a website, telephone or webpage hosted and maintained by Vendor and/or a Third Party Vendor that is accessible by hotlink from Client's own website, as set forth in the appropriate Order Form. Client agrees to use only Third Party Vendors that are subject to a written agreement between the Client and the Third Party Vendor for merchant banking services. For purposes of credit card and similar transactions, Client shall act as merchant, and Client shall be solely responsible for maintaining its merchant relationship with its approved Third Party Vendor, and for all payments related to that merchant relationship. Client agrees to only use merchant services Third Party Vendors approved by Vendor.
- 2.2.** Operation of the Online Payment Services requires installation and maintenance of Licensed Software Products on servers maintained by Client on Client's premises. The Licensed Software Product needed to operate Online Payment Services is limited to the most current released version of the Vendor's payment Application, and includes any updates to that Application made available by Vendor. The payment Application does not include new software Applications, substantially new versions of any software Application, or Services necessary to implement new Applications or versions of the Applications. Client agrees that Vendor may designate any software Application released by Vendor after the executed Addendum as a new version or a new Application, and additional fees may be required for any such new version or Application.

3. OTHER SUBSCRIPTION SERVICES

3.1. General

Vendor may, in its sole discretion, select Third Party Vendors to provide the Subscription Services, including IVR and third party hosting services. Client acknowledges and agrees that Vendor's rights, obligations, and liabilities to Third Party Vendors in connection with Subscription Services are governed by agreements negotiated with the Third Party Vendors in Vendor's sole discretion. These agreements are available to Client upon reasonable request from Vendor. Client agrees that its rights, obligations, and liabilities to Vendor with respect to Subscription Services shall be limited by these agreements. In no event will Client's rights with respect to Subscription Services exceed the rights available to Vendor under these agreements and in no event will Client's obligations or liabilities to Vendor in connection with the Subscription Services be less or more limited than Vendor's obligations and liabilities to the Third Party Vendors under these agreements. Without limitation, Client agrees to indemnify and hold Vendor harmless from any and all liability and expenses Vendor incurs as a result of Subscription Services provided to Client pursuant to this Addendum, including any indemnity obligation Vendor may have to a Third Party Vendor.

3.2. Configuration

Client shall be solely responsible for (a) properly configuring, developing, programming, hosting and operating its hardware, software, web sites, content and all applications, and their respective telephone and Internet connections, to allow access to and use of the Subscription Services in accordance with the documentation provided by Vendor or any Third Party Vendor and all applicable protocols and requirements of the platforms used to provide Subscription Services and (b) providing any connections necessary to communicate with a Third Party Vendor's platform.

3.3. Unauthorized Use

Client will be responsible for, and shall pay any applicable fees associated with; any unauthorized use of the Subscription Services, telephone numbers assigned to Client, and Client's account. In the event Client becomes aware of such unauthorized use, Client shall promptly notify Vendor and the relevant Third Party Vendor.

3.4. Support for Subscription Services

Vendor's support obligations to Client in connection with Subscription Services, if any, shall be limited to providing support available from the Third Party Vendors. Client shall otherwise be responsible for providing all support services to its end users with regard to the Subscription Services.



3.5. Network Traffic

Client acknowledges that, as a result of using Subscription Services, Client content and data will pass through hosted servers that may not be segregated or in a separate physical location from servers on which the content of other third parties is or will be transmitted or stored.

3.6. Content

Client is and shall be solely responsible for the creation, editorial content, control, and all other aspects of the content passing through third party servers as a result of the Subscription Services. Client represents and warrants that Client has obtained (or will obtain, prior to transmission) all authorizations and permissions required to use and transmit such content.

3.7. No Harmful Code

Client represents and warrants that no content shall be knowingly transmitted by Client or end users through the Subscription Services that contains any program, routine or device which is designed to delete, disable, deactivate, interfere with or otherwise harm any software, program, data, device, system or service, including without limitation, any 'time bomb', virus, drop dead device, malicious logic, worm, Trojan horse or trap or back door (collectively, "Harmful Code").

3.8. Client Data

Client shall remain the sole and exclusive owner of all Client Data. As such, Client Data shall be subject to regulation and examination by the appropriate auditors and regulatory agencies to the same extent as if such information were on Client's premises.

4. CLIENT RESPONSIBILITIES.

Client acknowledges that operation of the Subscription Services requires Client's effort and cooperation, and that in addition to its other obligations under this Addendum, Client assumes the following responsibilities:

4.1. Set-Up, Training.

Client shall use its best efforts to facilitate and participate in Third Party Vendor's service set-up activities, and will afford Vendor and Third Party Vendors reasonable access to information, equipment and facilities upon request. Client shall require all of Client's personnel who use the Subscription Services to complete any training prescribed by Vendor or Third Party Vendor at the time of implementation. Subsequent training of new personnel after implementation is not included in this Addendum.

4.2. Equipment Maintenance

Client shall maintain hardware and software, including non-Vendor hardware or software, at Client's site as recommended by Vendor for operation and use of the Subscription Services. Client, at its expense, shall also maintain its own website, which shall feature a hotlink icon by which Citizens can access the Subscription Services, to the extent necessary for the operation and use of the Subscription Services. Vendor may, at its discretion, provide a standard web page that appears to belong to Client but is actually housed on Vendor's website.

4.3. Account Access, Creation and Termination

Client shall exercise control over all administrative account access, creation and termination, and shall be solely responsible for, creating or terminating accounts, and for allowing Citizens to open accounts, and for controlling account and password security. Third Party Vendors may restrict access to each Citizen account to users who enter the assigned account password, but otherwise Vendor shall not be responsible or liable for controlling access to or misuse of accounts.

4.4. Monitor and Store Data

Client shall verify account data accuracy on a regular basis, and assumes sole responsibility for maintaining data backup systems of systems located at the client site or managed and maintained but the client. Client shall immediately inform Vendor of any account data inconsistency, errors or corruption.

4.5. Release of Client or Citizen Records

Client shall assume responsibility for responding to and determining the validity of any requests or demands, whether from a court, a regulatory or other governmental agency, or the public, for the release of any Client or Citizen records or data in Vendor's control or possession. Vendor shall not release any such records or data to any party without written authorization by Client, unless compelled to do so by a court or agency of competent jurisdiction. In the event that Vendor needs to release client information to defend a claim against Vendor, Vendor shall inform Client of any such required disclosure prior to disclosure, and seek approval to release information.

4.6. Citizen Support

Client assumes sole responsibility for providing all support services to Citizens, and shall be the sole contact for all support requests from Citizens. Client shall not refer any Citizen to Vendor directly for support requests, but may communicate such requests to Vendor together with contact information for the requesting Citizen. Vendor may, in its discretion, respond directly to the Citizen or provide a response to Client, and may deem any such response support not covered by regular Maintenance and Support to be billed as an additional fee to Client at Vendor's normal hourly rates.

4.7. Credit Card Charge-backs

Client assumes liability for, and indemnifies Vendor and its agents, against any claims or charges by any bank or credit card company for charge-backs related to any Citizen payment via the Service, and any claims or charges by any bank or credit card company for online payment processing fees related to online payments to Client.

4.8. PCI and Red flag Compliance

As between Vendor and Client Client shall be solely and exclusively responsible for ensuring that all transactions processed through Subscription Services comply fully with the Payment Card Industry ("PCI") Data Security Association Requirements and with the "red flag" requirements of the Fair and Accurate Credit Transactions Act ("FACTA"). Client will indemnify and hold Vendor harmless for any and all liabilities and damages the Vendor incurs as a result of Client's failure or alleged failure to comply with PCI or FACTA requirements.



4.9. Upgrades and Service Packs

Client understands and agrees that periodically Upgrades and Service Packs will be applied to the Products as deemed necessary by the Vendor and at the Vendor's sole discretion. Vendor will provide notification to Client in a timely manner prior to any Upgrades or Service Packs being applied.

5. TERM; DEFAULT; RENEWAL

5.1. Term

This Addendum is effective upon execution and shall continue for a term as set forth in the Order Form, (the "Initial Term"). This Addendum will automatically renew at the end of the Initial Term or any subsequent term for an additional term of 12 months. The Client must notify the vendor within 30 days of the end of a Term that they wish to terminate this Addendum.

5.2. Termination

Either party may terminate this Addendum upon delivering notice of termination for any material breach of this Addendum by the other, provided such notice;

- 5.2.1. sets forth the grounds for termination, and;
- 5.2.2. gives the breaching party thirty (30) days to cure the breach, and;
- 5.2.3. Notwithstanding that a party gives notice of termination, such termination shall not be effective if the breach is cured prior to expiration of the thirty (30) day notice period, and the terminating party is notified of the cure within the notice period.
- 5.2.4.

6. ELECTRONIC SIGNATURES

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this Addendum to be executed in duplicate by its duly authorized officer or representative.

Vendor: Springbrook Software, Inc.
 By: _____
 Name (Print): Tim Rosener
 Title: Vice President, Business Development
 Date: _____

Client:
 By: _____
 Name (Print): _____
 Title: _____
 Date: _____



SPRINGBROOK SOFTWARE SOFTWARE LICENSE AGREEMENT ADDENDUM

This Addendum sets forth additional terms and conditions applicable to Licensed Software Products purchased by City of Kerman ("Client") from Springbrook Software, Inc. ("Vendor") pursuant to the Master Client Agreement (the "Master Agreement") entered into by Vendor and Client. Capitalized terms used in this Addendum but not defined herein will have the meanings set forth in the Master Agreement.

GENERAL TERMS AND CONDITIONS

1 DEFINITIONS

Capitalized terms in this Addendum mean the following unless specifically defined elsewhere in this Addendum.

"Application" means a Licensed Software Product module as set forth on the appropriate Order Form.

"Custom" means any modification, enhancement or addition to the Licensed Software Products developed by or for Vendor for Client's use or at Client's Request.

"Enhancement" has the meaning assigned in the Software Maintenance Addendum. Vendor reserves the right to charge for Enhancements.

"Escrow Agreement" means an agreement that Vendor has entered into with an appropriate escrow management firm for the storage of the current release of Vendor's Licensed Software Products. Selection of such firms and the right to change firms at any time is solely at the discretion of the Vendor.

"Material" as applied to changes to Licensed Software Products or an Application, shall mean a significant or substantial alteration or effect on the function or Output thereof, and "cure" as applied to a Material failure shall mean the provision of functional equivalent functions or means.

"Specifications" mean the written (both hard copy and electronic text files) description of the functions, capacity and features of the Licensed Software Products delivered by Vendor to Client to the extent specifically incorporated in an Order Form or Statement of Work. Vendor reserves the right to update, change or retire the Specifications, in whole or in part.

"User Materials" means all written and electronic Documentation, provided by Vendor to Client for use in connection with the Licensed Software Products.

2 GRANT OF LICENSE

2.1 Scope of License

Vendor hereby grants Client a limited, irrevocable, non-exclusive, non-transferrable license to use, copy and distribute the Licensed Software Products (in machine-readable, object code form only) and User Materials provided to Client pursuant to an Order Form or Statement of Work, during the term described in Section 2.3, subject to the terms and conditions of this Addendum and the Master Agreement, all for Client's ordinary, internal business purposes only, including, without limitation, the rights to:

- (a) support Client's use of the Licensed Software Products under this Addendum;
- (b) install, use and execute the Licensed Software Products on computers that Client owns or leases for purposes of serving Client's internal business needs;
- (c) transfer Licensed Software Products to replacement hardware owned by Client. The costs for Vendor to provide any replacement media or technical assistance to accommodate the transfer are billable charges to

the Client. Client will give Vendor advance written notification of its intent to transfer licenses to new hardware; and

- (d) store the Licensed Software Products machine-readable instructions or data on a temporary basis in main memory, extended memory, or expanded memory of such computers as necessary for such use, and transmit such instructions or data through Client's computers and associated devices.

2.2 License Restrictions

Client may only use the Licensed Software Products and User Materials within the limited scope set forth herein. In particular, and without limitation, Client agrees that Client and Client's employees will not:

- (a) assign, sublicense, transfer, pledge, grant a security interest in, lease, rent or share the Licensed Software Products or Client's rights under this License Agreement with or to any third party;
- (b) reverse assemble, reverse compile, cross compile or otherwise adopt, translate or modify the Licensed Software Products;
- (c) refer to or use any portion of the Licensed Software Products or User Materials as part of any effort to develop any other Licensed Software Products program; or
- (d) modify the Licensed Software Products in any way other than that supported through configuration options available to the Client from Vendor.

2.3 Conditions of License

The term of the license granted to Client pursuant to this Addendum begins on the Effective Date and will continue as long as:

- (a) Client is current on Licensed Software Products fee Order Form; and
- (b) Client is in compliance with the terms and conditions of this Addendum, the Master Agreement, all Addenda and appropriate Order Forms or Statements of Work. Vendor reserves the right to revoke licenses for failure to meet any conditions of the Master Agreement or any applicable Addenda.

2.4 Source Code

Vendor will maintain an Escrow Agreement under which Vendor will place the source code for each major release of Vendor's Licensed Software Products. At Client's request, Vendor will add Client as a beneficiary on its Escrow Account. Client agrees to pay all fees and charges associated with adding Client as a beneficiary on the Escrow Account. Client is solely responsible for maintaining its status as a beneficiary.

3 OWNERSHIP; PROPRIETARY PROTECTION.

Nothing in this Addendum, the Master Agreement, or any other Addenda provides Client with title to or ownership of any Licensed Software Product, but only a limited license to use the Products consistent with the limitations identified in this Addendum. Vendor shall have sole and exclusive ownership of all right, title and interest in and to the Licensed Software Products and User Materials, all copies thereof, all derivative works, and all related material generated from the Licensed Software Products including



material displayed on the screen such as icons, screen displays, etc. (including ownership of all copyrights, trademarks and other intellectual property rights pertaining thereto), whether created by Vendor or any other party, subject to the rights of Client expressly granted herein.

3.1 Acceptance Period

Upon completion of the implementation of each Licensed Software Product purchased by the Client as set forth in the appropriate Order Form or Statement of Work, Client will have 30 calendar days to validate that the Products are performing in accordance with this Addendum, the Master Agreement, and any related Addenda. Each Application will be considered accepted by the Client if and when any one of the following has occurred;

- (a) Client provides vendor written affirmation that the Application is performing within the terms of this Addendum, the Master Agreement and any related Addenda;
- (b) 30 days has passed since the implementation of the Application without written notice of non-acceptance;
- (c) Client is using the Licensed Software Product at issue for its intended purpose; or
- (d) One calendar year has passed since the Effective Date. Client agrees to grant Vendor access to any system where Licensed Software Products are installed to audit Client's use of the Licensed Software Products and compliance with this Addendum.

4 LIMITED WARRANTY.

Vendor warrants that it has title to the Licensed Software Products and that it has full authority to grant this license to Client. Vendor also warrants that, as to each Application, for a period of ninety (90) days from the date of Client's acceptance of the Application, the Application will function in Material conformity with the Specifications. Vendor makes no warranty regarding the usability or convertibility of any of Client's data, the suitability of the Licensed Software Products for Client's needs, or any performance problem, claim of infringement or other matter to the extent attributable to any use or modification of the Licensed Software Products, or combination of the Licensed Software Products with any other computer program or communications device. Additionally, each Licensed Software Product is subject to the stability and capability of the Client's existing operating system(s). VENDOR DOES NOT WARRANT THAT THE LICENSED SOFTWARE WILL OPERATE PROPERLY WITH OTHER HARDWARE OR SOFTWARE. Determination of breach of the foregoing limited warranty or default under this Section shall be subject to the notice and cure provisions of Section 8 of the Master Agreement, and upon receipt of written notice of breach of warranty, Vendor shall be afforded a period of one hundred and twenty (120) days to cure the reported Material defect, failure or other breach. CLIENT AGREES THAT THE FOREGOING LIMITED WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES AND VENDOR DISCLAIMS ALL

OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS OR ADEQUACY FOR ANY PARTICULAR PURPOSE OR USE, QUALITY, PRODUCTIVENESS OR CAPACITY, OR THAT THE OPERATION OF THE LICENSED SOFTWARE PRODUCTS WILL BE UNINTERRUPTED OR ERROR-FREE.

5 CLIENT RESPONSIBILITIES

Client assumes all responsibility for the selection of, use of, and results obtained from the License Software Products. Client agrees to and is solely responsible for implementing the appropriate internal controls to ensure the accuracy of and appropriate use of any Licensed Software Products. All warranties, express or implied, extend solely to Client and not to any third parties.

6 CUSTOM AND ENHANCEMENTS

Vendor reserves the right at its own discretion to determine if and when any type of Enhancements or Custom modifications will be made to the Licensed Software Products.

7 THIRD PARTY SOFTWARE

To the extent any Licensed Software Product incorporates or necessarily interacts with third party software, Client agrees to either procure that third party software on terms acceptable to it or to agree and abide with the third party software provider's standard end user license agreement. Client agrees to execute any documents and take all other steps necessary to satisfy any third party licensing requirements.

8 ELECTRONIC SIGNATURES

Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

IN WITNESS WHEREOF, each of the parties hereto has caused this addendum to be executed by its duly authorized officer or representative.

Vendor:

By: _____

Name (Print): Tim Rosener

Title: Vice President, Business Development

Date: _____

Client:

By: _____

Name (Print): _____

Title: _____

Date: _____

Attachment 'B'



Licensed Products and Services

Application/Products	Application License Fees	Training, Imp. & Consulting	Project Management
Finance Suite (GL, AP, ACH, Bank Rec, Bdgt)	\$12,000	\$7,650	\$2,125
Extended Budgeting & Forecasting	Included	\$1,275	\$425
CAFR & GASB Rpt'g via Query Manager & Visual Rpt'g Tools	Included	\$1,275	\$425
AP Electronic Check Signature	Included		
AP MICR Code -1 Check	Included		
Purchase Orders	\$4,000	\$1,275	\$425
Payroll	\$7,500	\$7,650	\$2,125
On-Line Employee Self-Service**	No Upfront Fees	\$850	\$425
Decentralized Time Entry	Included	\$1,275	\$425
PR Electronic Check Signature	Included		
Payroll MICR Code - 1 Check	Included		
Human Resources	\$7,500	\$7,650	\$2,125
Project/Grant Accounting	\$6,500	\$4,250	\$1,275
Fixed Assets	\$5,000	\$850	\$425
Miscellaneous Accounts Receivable	\$5,000	\$1,275	\$425
Central Cash Management/Point Of Sale (Assumes Training @ Single Location)	\$4,500	\$1,275	\$425
Inventory Control	\$6,500	\$1,700	\$850
Utility Billing Suite	\$9,000	\$12,750	\$3,400
Service Order Request Management	Included	Included	Included
Meter Inventory and History	Included	Included	Included
Meter Reading Interface - Includes file import/export	\$3,500	\$425	\$425
Hosted Web UB Payments & Portal* Separate contract required	No Upfront Fees		
Licenses and Miscellaneous Permits	\$5,000	\$3,400	\$850
Standard Laserfiche Integration	\$4,500		
Building Permits and Inspections	\$5,000	\$5,100	\$1,700
Document Attachment & Cataloging	Included		
Integrated Report Archival	Included		
Total	\$85,500	\$59,925	\$18,275
Site License	\$7,750		
Data Conversion	\$21,020		
Business Process Study	\$7,200		
Total Other	\$35,970		
Fundware Replacement Discount	-\$111,795		
Total Estimated Project Costs	\$87,875		

** .05/active account/month + \$1.00 per transaction + (normal credit card processing fees)

Implementation Strategy includes remote training. Travel Expenses are included for Springbrook staff for up to 2 weeks of onsite travel. The City may send staff to Springbrook headquarters for training at the City's expense.



Conversion Detail

Application to be converted	Conversion Estimate
Chart of Accounts	\$2,400
GL Transaction Balances*	\$2,400
Accounts Payable Vendor Master	\$2,400
Payroll Masters - Employee Data (Does not include History)	\$2,400
Utility Billing Masters -Customers	\$2,400
Utility Billing Financial History - 3 Years	\$2,400
Utility Billing Meter History - 3 Years	\$2,400
Fixed Asset Masters	\$800
Bus. License Masters	\$1,020
Building Permit Masters - Open Permits (No History)	\$2,400
Total Estimated Conversion Costs	\$21,020

Definitions

Masters: static information and data, based on a single individual or entity. An example of a Master file is Customer, Employee or Vendor contact information.

History: Information that is updated or added on a regular basis that is tied to a Master File. An example of History includes Checks, Billings or Receipts.

Client Requirements

- Client must perform all data extraction from their legacy system and populate Springbrook's then current Standard Templates. Standard Templates and field listings are available for review by client upon request.
- Client must validate the accuracy of data. Data in legacy system which is incorrect or does not balance will need to be altered by Client, or incorrect results will be carried through to new system.
- Client must provide data according to the schedule mutually agreed upon with Project Manager, or project may incur changes to schedule or additional fees. Client must provide field descriptions and/or definitions for data that is being extracted from the legacy system

Vendor Requirements

- Vendor will evaluate data provided from client to ensure that all required fields have been populated, that the formats provided meet the necessary criteria, and the limitations of field ranges.
- Vendor will provide consulting services to assist client in analyzing data inputs meet criteria specified, and assist in testing to validate inputs are converted correctly to the SSI System.
- Vendor will provide a secure method for electronic data transmission.
- Vendor will ensure that all data provided in finalized templates are converted correctly into the corresponding fields or tables within the Springbrook applications.
- Once Client has offered final approval of data sets, Vendor will provide three (3) data conversions into the Live UB System and one (1) data conversion into the Live system for all other Applicable as specified on table above.

Limitations of Conversions Services

- Unless otherwise specified and agreed to, Vendor will not consult on or assist in the removal of data from Client legacy system.
- Vendor cannot convert data from legacy system which is not available in a corresponding field.
- Vendor cannot convert data into fields which exceed the maximum database field limitations.
- The services listed above do not include consulting or data manipulation for the purpose of supplying the Client with information the Client didn't previously have access to.
- Data requested to be converted after agreed to live conversion will be considered out of scope, and will require a change order, and be subject to additional fees.

All current templates and field listings are available on the Springbrook website, and included herein by reference.



Application/Products	1st Full Year Maintenance	Subscription Fees	
Finance Suite	\$2,640		
Purchase Orders	\$880		
Payroll	\$1,650		
On-Line Employee Self Service**		\$1,200	
Human Resources	\$1,650		
Project/Grant Accounting	\$1,430		
Fixed Assets	\$1,100		
Misc. Accounts Receivable	\$1,100		
Central Cash Management	\$990		
Inventory	\$1,430		
Utility Billing Suite	\$1,980		
Standard Meter Reading Interface	\$770		
UB Web Hosting, Pmt's, Inquiry & e-Statements		\$2,220	
Licenses and Permits	\$1,100		
Building Permits & Inspections	\$1,100		
Total Springbrook	\$17,820	\$3,420	
Site License	\$1,938	\$0	
Total Other	\$1,938	\$0	
Maintenance Discount	-\$13,178		
Equal: Total 1st Year Fees	\$6,580	\$3,420	\$10,000
Less: 6/mo's Maintenance Costs Waived*	-\$3,290	-\$1,710	-\$5,000
Equal: Total 1st Year Fees	\$3,290	\$3,420	\$5,000

Total first year fees prior to deferral are \$10,000. Annual fees thereafter shall be billed according to section 4.2 of the SMA.

- Only V7 Products currently on maintenance are eligible for V7 Inter-version upgrades.
- All Springbrook Products must be upgraded simultaneously, and will be upgraded to the most current generally available release.
- Included in the Maintenance Enhanced service are remote training services designed to address changes to functionality, set-ups or enhancements as they pertain to Licensee's current product utilization from the most recent GA release to the next. New modules, applications or other implementations will require custom quotes.
- Enhanced features will become a permanent part of your maintenance record and are subject to the terms and conditions of your maintenance agreement.
- Additional training services are billed at the then current hourly rate. Onsite training is billed in eight hour blocks.
- Travel time and expenses are not included, and are subject to Springbrook Software's standard Travel Policy.



Payment Schedule

Springbrook License Fees	\$ 85,500.00	\$ 85,500.00	100% Due upon signing
Fundware License Discount	\$ 7,750.00	\$ 7,750.00	100% Applied at signing
Site License Fees	\$ (93,250.00)	\$ (93,250.00)	100% Due upon signing
Service Fees: Training/Consulting, Project Management, Conversion and Business Process Study	\$ 106,420.00	\$ 26,605.00	25% Due upon signing
		\$ 26,605.00	25% Due upon Acceptance of Statement of Work
		\$ 26,605.00	25% Due upon Completion of Setup Phase
		\$ 26,605.00	25% Due upon Go-Live Acceptance
Fundware Service Fee Discount	\$ (18,545.00)	\$ (4,636.25)	25% Due upon signing
		\$ (4,636.25)	25% Due upon Acceptance of Statement of Work
		\$ (4,636.25)	25% Due upon Completion of Setup Phase
		\$ (4,636.25)	25% Due upon Go-Live Acceptance
Total Project Cost*	\$ 87,875.00	\$ 21,968.75	Total due upon signing

*Total Project Costs includes up to 2 weeks of onsite travel for Springbrook Employees. Maintenance and subscription fees are due 6 months from contract execution.

This Order Form shows applications Client has purchased and the amount charged for each, the cost for implementation services, and the accompanying current maintenance costs. By signing the Order Form, Client is agreeing to purchase these applications under the umbrella of the original master agreement and the associated addenda in addition to any terms described in this agreement to be executed between Client and Vendor and to the prices contained herein. Pricing is based on standard contract. Deviations from standard contract terms may result in modified prices. Order Form assumes all products to be implemented under the scope of a single project. Client caused project delays or requests to implement modules separately may require a change order and additional services fees. **Investment will vary based on number of users, servers and GB being backed up. Electronic Signatures and Copies of Documents: The parties agree that this Agreement and any other documents memorializing agreements between the parties may be executed and/or delivered by electronic means, including, without limitation, electronic signatures, images of signatures, or copies of original signatures or documents, and may be delivered by electronic mail, facsimile transmission, or other electronic or non-electronic means. All documents executed and/or delivered by electronic means shall have the same force and effect as an original, signed document, for all intents and purposes, including, without limitation, all applications of statutes of frauds, the best evidence rule, and any similar rules, statutes, regulations, or other principles of law. The party receiving a document signed and/or delivered by electronic means may rely on and use such electronic document to the same scope and extent as if it were the original, hard copy document duly executed by the other party.

Vendor: Springbrook Software, Inc.	Client:
By: _____	By: _____
Name (Print): <u>Tim Rosener</u>	Name (Print): _____
Title: <u>Vice President, Business Development</u>	Title: _____
Date: _____	Date: _____
	AP Contact: _____
	AP phone number: _____
	Client Fiscal Year: _____



City of Kerman

"Community Comes First"

MAYOR
Gary K. Yep

MAYOR PRO-TEM
Doug Wilcox

COUNCIL MEMBER
Raj Dhaliwal

COUNCIL MEMBER
Nathan Fox

COUNCIL MEMBER
Charlie Jones

DEPARTMENT: CITY MANAGER
STAFF REPORT

CITY COUNCIL MEETING

COUNCIL MEETING DATE: FEBRUARY 5, 2014

To: Mayor and City Council
From: Luis Patlan, City Manager/Director of Planning & Development
Subject: Resolution Urging the President to Declare a State of Emergency Due to Unprecedented Drought Conditions

RECOMMENDATION

Council adopts resolution urging the President to declare a State of Emergency due to unprecedented drought conditions and authorize the City Manager to sign a letter on behalf of the city to President Obama.

EXECUTIVE SUMMARY

On January 17, 2014, Governor Brown declared a statewide Drought Emergency. The next step is for the President to declare a state of emergency, which will allow the Federal Emergency Management Agency (FEMA) to provide needed resources to Valley residents impacted by the drought. The Fresno County Council of Governments recently adopted a similar ordinance.

OUTSTANDING ISSUES

None.

DISCUSSION

California is experiencing a third year of drought conditions. The Southern Sierra snow and rain totals are below the lowest on record for this time of year. 2013 was the state's driest year in recorded history. The reason believed to cause the drought is a massive high-pressure zone off the West Coast that has been blocking Pacific storms for over a year.

The lack of rain and snowfall promoted Governor Brown to declare a statewide drought emergency. The governor called state water agencies to coordinate efforts to ensure water deliveries and asks for all Californians to voluntarily reduce water use by 20 percent. The Governor made it clear that such water conservation measures may become mandatory if drought conditions persist.

Brown's proclamation allows California to request a broad emergency declaration from President Barack Obama, which would expedite some water transfers, provide financial assistance and suspend some state and federal regulations.

Cities and Counties have been adopting resolutions urging President Obama to declare a state of emergency for all of California. If adopted by the Council, the attached resolution will be forwarded to the President.

FISCAL IMPACT

None.

PUBLIC HEARING

None.

REASON FOR RECOMMENDATION

To urge the President to declare a state of emergency due the unprecedented drought conditions in California.

Attachments:

- A. Resolution

Attachment 'A'

RESOLUTION NO. 14 -__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN URGING THE PRESIDENT TO DECLARE A STATE OF EMERGENCY DUE TO UNPRECEDENTED DROUGHT CONDITIONS

WHEREAS, for the past two years, regions across the State of California have experienced lower than normal annual accumulations of snowfall and rainfall, and in some cases setting records as the driest in recorded history; and

WHEREAS, the Hanford, California office of the National Weather Service has predicted drought conditions throughout the State thru March 31, 2014; and

WHEREAS, based on those projections Westland’s Water District has projected a zero allocation of water to their agricultural clients, resulting in 300 square miles of prime farmland not being planted during the 2014 growing season; and

WHEREAS, other local water districts in the Central San Joaquin Valley have made similar dire projections; and

WHEREAS, the local agricultural industry and farmers are being counseled by the California Department of Water Resources and the Water Resources Control Board, along with other State and Federal agencies, to prepare for drought conditions; and

WHEREAS, farm workers throughout California who have already experienced reductions in unemployment benefits, child care benefits, and food assistance will be the hardest hit as the food basket of the world comes to a grinding halt due to the third year of drought conditions; and

WHEREAS, on January 17, 2014, Governor Brown signed a Drought Emergency declaration.

NOW, THEREFORE, BE IT RESOLVED that the City Council of the City of Kerman urges President Obama to immediately declare a state of emergency due to historically unprecedented drought conditions.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 5th day of February, 2014 and passed at said meeting by the following vote:

- AYES:
- NOES:
- ABSTAIN:
- ABSENT:

The foregoing resolution is hereby approved.

Gary Yep
Mayor

ATTEST:

Marci Reyes
City Clerk