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AGENDA
KERMAN CITY COUNCIL
REGULAR MEETING
Kerman City Hall
850 S. Madera Avenue
February 19, 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

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.** Swearing-In of New Reserve Officer Gerardo Ochoa (JLB)

RECOMMENDATION: Council welcome Reserve Officer Ochoa.

- B.** Request for Support of the 2014 Relay for Life Scheduled for April 26-27, 2014 (MR)

RECOMMENDATION: Council review request and direct staff according.

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 – February 5, 2014

RECOMMENDATION: Council approve minutes as presented.

ATTACHMENTS: [February 5, 2014](#)

B. SUBJECT: Payroll

Payroll Report: January 19, 2014 - February 01, 2014: \$120,498.08; Retro Pay: \$45.23; Overtime: \$3,481.99; Standby & FTO: \$1,213.37; Comp Time Earned: 10.50

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll/Overtime](#)

C. SUBJECT: Warrants/Electronic Bank Transfers

Nos. 38612-38730: \$272,132.84; Electronic Bank Transfer: \$39,863.65
Excepting: Valley Food Center: #38646 - \$7.98 and #38726 - \$24.28
Kerwest Newspapers: #38702 - \$90.00

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

ATTACHMENTS: [Accounts Payable](#)

D. SUBJECT: Resolution Appointing Toni Jones as Finance Director (LP)

RECOMMENDATION: Council adopt resolution appointing Toni Jones as Finance Director and authorize the City Manager to execute the employment agreement.

ATTACHMENTS: [Staff Report - Jones Employment Agreement](#)

E. SUBJECT: Resolution Approving Participation in a Joint Powers Agreement (JPA) for Purposes of Administering the CDBG Program for Program Years 2015/16, 2016/17, 2017/18 (MR)

RECOMMENDATION: Council adopt resolution approving participation in a Joint Powers Agreement (JPA) for Purposes of Administering the CDBG Program for Program Years 2015/16, 2016/17, 2017/18.

ATTACHMENTS: [Staff Report - CDBG JPA](#)

- F. **SUBJECT**: Resolution Approving Property Acquisition at the Southeast Corner of Whitesbridge Road and Vineland Avenue for the Traffic Signal Project from the Sidhu Family Trust (GH)

RECOMMENDATION: Council adopt the attached Resolution approving the acquisition of two parcels for street right of way for \$60,000 from the Sidhu Family Trust for the construction of a traffic signal at the ultimate location at the southeast corner of Whitesbridge Road and Vineland Avenue.

ATTACHMENTS: [Staff Report - Property Acquisition](#)

- G. **SUBJECT**: Monthly Investment Report Ending January 31, 2014 (TJ)

RECOMMENDATION: Council approve the Monthly Investment Report as presented.

ATTACHMENTS: [Investments Report for Council](#)

3. PUBLIC HEARINGS

No Public Hearing Scheduled

4. DEPARTMENT REPORTS

- A. **SUBJECT**: Resolution Making Appointment to Fill Vacancy on Council (MB)

RECOMMENDATION: Council adopt resolution making appointment to fill vacancy on the Council created by the resignation of Charlie Jones.

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

- B. **SUBJECT**: Letter Requesting Resolution in Support of Continuing the Medically Indigent Services Program (MISP) in the County of Fresno (MR)

RECOMMENDATION: Council review and direct staff accordingly.

ATTACHMENTS: [Letter of Support/Draft Resolution](#)

- C. **SUBJECT**: Proposed County-Wide Consolidated Housing Element (LP)

RECOMMENDATION: Council supports the concept of a Consolidated Housing Element for Fresno County and participating cities.

ATTACHMENTS: [Staff Report - Proposed Consolidated Housing Element](#)

- D. **SUBJECT**: Kerman Police Department Staffing Plan (LP)

RECOMMENDATION: Council receive PowerPoint presentation on proposed staffing plan for the Kerman Police Department and direct staff accordingly.

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

- A. Sebastian Open House - Thursday, March 13, 5-8 p.m. 7600 N. Palm Ave., Fresno

7. CLOSED SESSION

- A. Government Code Section 45956.9(a) Conference with Legal Counsel - Pending Litigation: Pacific Mountain Partners

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.



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

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

Present: Mayor Yep (GY) Dhaliwal (RD), Fox (NF), Wilcox (DW)
 Absent: Jones (CJ)/Resigned
 Also Present: City Manager/Planning & Development Director Patlan, City Attorney Blum, Community Services Director, Chief of Police, Public Works Director

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

OPENING CEREMONIES

- Welcome – Mayor Gary Yep
- Call to Order
- Roll Call

- Invocation
- Pledge of Allegiance – City Clerk

6:33 p.m.

All present except DW/CJ resigned

Performed

6:34 DW arrived

AGENDA APPROVAL/ADDITIONS/DELETIONS

Approved NF/RD (4-0-1) CJ

1. CEREMONIAL MATTERS

A. Letter from Malka Kaur Nijjer (MR)

Presented

RECOMMENDATION: Informational Only

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

Presented

RECOMMENDATION: Informational Only

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

Presented
 Approved
 DW/RD \$500 donation
 (4-0-1) CJ

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

REQUEST TO ADDRESS COUNCIL

2. CONSENT CALENDAR

A. **SUBJECT:** Minutes

Approved RD/NF (4-0-1) Except 38484, 38597, 38509, 38609

RECOMMENDATION: Council approve minutes as presented.

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.

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)

Approved RD/NF
Kerwest 38484,
38597 (3-0-1-1)
CJ/DW
Approved
DW/RD 38509,
38609
(3-0-1-1) CJ/GY

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

RECOMMENDATION: Council approve the Monthly Investment Report as presented.

3. PUBLIC HEARINGS

No PH
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

Staff directed to add to the next mtg; to consider making appointment to fill vacancy – Mr. Nijjer would be an identified candidate.

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

Approved DW/NF
(4-0-0)

Res 14-07

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.

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

Approved
DW/RD
(4-0-0)

Res 14-08

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.

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

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

Presented - Item to be brought back to next meeting for discussion/review

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

8:45 p.m.

No Reportable Action

B. Government Code Section 45956.9(a) Conference with Legal Counsel - Pending Litigation: Pacific Mountain Partners

No Reportable Action

C. Government Code Section 54957 Public Employment - Title: Finance Director

No Reportable Action

COUNCIL RECONVENE FROM CLOSED SESSION & REPORT ANY ACTION TAKEN

9:24 p.m.

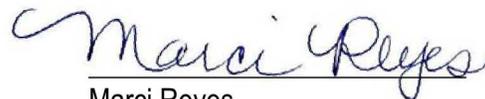
8. ADJOURNMENT

9:25 p.m.

MINUTES CERTIFICATION

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

Date: February 5, 2014



Marci Reyes
City Clerk

**CITY OF KERMAN
PAYROLL REPORT**

PAY PERIOD: January 19, 2014 - February 01, 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	\$ 756.00	\$ -	-	\$ -	-	\$ -	\$ 756.00	
TOTAL	\$ 15,428.31	\$ -	-	\$ -	-	\$ -	\$ 15,428.31	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	\$ 370.00	\$ -	-	\$ -	-	\$ -	\$ 370.00	
405 Sidhu, Nirmal	\$ 1,436.31	\$ -	-	\$ -	-	\$ -	\$ 1,436.31	
361 Lujan, Vanessa	\$ 470.00	\$ -	-	\$ -	-	\$ -	\$ 470.00	
517 Johnson, Theresa	\$ 1,555.85	\$ -	-	\$ -	-	\$ -	\$ 1,555.85	
497 Arredondo, Raquel	\$ 180.00	\$ -	-	\$ -	-	\$ -	\$ 180.00	
498 Ayala, Adrien	\$ 228.00	\$ -	-	\$ -	-	\$ -	\$ 228.00	
502 Gallegos, Yenifer	\$ 228.00	\$ -	-	\$ -	-	\$ -	\$ 228.00	
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	\$ 504.00	\$ -	-	\$ -	-	\$ -	\$ 504.00	
516 Villarreal, Arlene	\$ 171.00	\$ -	-	\$ -	-	\$ -	\$ 171.00	
TOTAL	\$ 15,142.69	\$ -	-	\$ -	-	\$ -	\$ 15,142.69	
<u>POLICE</u>								
29 Rodrigues, Mary	\$ 1,724.77	\$ -	-	\$ -	-	\$ -	\$ 1,724.77	
59 Madruga, Ron	\$ 2,908.15	\$ -	-	\$ -	-	\$ -	\$ 2,908.15	
69 Chapman, Tom	\$ 2,211.23	\$ -	-	\$ -	8.00	\$ 55.28	\$ 2,266.51	
101 Cubillos, Teresa	\$ 2,980.62	\$ -	-	\$ -	-	\$ -	\$ 2,980.62	2.25
245 Barbosa, Isaias	\$ 2,211.23	\$ -	-	\$ -	-	\$ -	\$ 2,211.23	
291 Ramirez, Donald	\$ 1,724.77	\$ -	-	\$ -	-	\$ -	\$ 1,724.77	
296 Mendoza, Sandra	\$ 2,158.62	\$ -	-	\$ -	-	\$ -	\$ 2,158.62	
343 Davis, Jeff	\$ 2,638.15	\$ -	7.00	\$ 346.26	-	\$ -	\$ 2,984.41	6
354 Ness, Lee	\$ 2,005.85	\$ -	6.00	\$ 225.66	-	\$ -	\$ 2,231.50	
363 Barcoma, Wilbert	\$ 2,512.15	\$ -	-	\$ -	-	\$ -	\$ 2,512.15	
369 Ramer, Joseph	\$ 1,394.77	\$ -	-	\$ -	-	\$ -	\$ 1,394.77	
402 Nevis, James	\$ 2,211.23	\$ -	9.50	\$ 393.88	-	\$ -	\$ 2,605.11	
423 Magallon, Peter	\$ 2,158.62	\$ -	8.50	\$ 344.03	-	\$ -	\$ 2,502.64	
442 Antuna, Eric	\$ 881.03	\$ -	-	\$ -	-	\$ -	\$ 881.03	1.5
458 Nelson, Christopher J	\$ 2,908.15	\$ -	12.00	\$ 654.33	-	\$ -	\$ 3,562.49	
459 Milchovich, Lindsay	\$ 1,910.31	\$ -	-	\$ -	-	\$ -	\$ 1,910.31	
468 Tiwana, Manpreet	\$ 1,810.62	\$ 10.52	4.00	\$ 135.80	-	\$ -	\$ 1,956.93	
474 Blohm, Joseph	\$ 3,854.77	\$ -	-	\$ -	-	\$ -	\$ 3,854.77	
476 Rodriguez, Erika	\$ 1,775.54	\$ -	-	\$ -	-	\$ -	\$ 1,775.54	

**CITY OF KERMAN
PAYROLL REPORT**

PAY PERIOD: January 19, 2014 - February 01, 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	\$ -	4.00	\$ 129.95	-	\$ -	\$ 1,862.56	
479 Attkisson, Joseph	\$ 1,650.00	\$ -	9.00	\$ 278.44	-	\$ -	\$ 1,928.44	
485 Lehman, Dustin	\$ 840.00	\$ -	-	\$ -	-	\$ -	\$ 840.00	
487 Antuna, Miguel	\$ 390.00	\$ -	-	\$ -	-	\$ -	\$ 390.00	
501 Ledezma, Linda	\$ 1,119.69	\$ -	-	\$ -	-	\$ -	\$ 1,119.69	
504 Labetiaux, EJ Medina	\$ 300.00	\$ -	-	\$ -	-	\$ -	\$ 300.00	
505 Valenzuela, Arnold	\$ 768.00	\$ -	-	\$ -	-	\$ -	\$ 768.00	
512 Seroka, Dylan	\$ 120.00	\$ -	-	\$ -	-	\$ -	\$ 120.00	
TOTAL:	\$ 48,900.88	\$ 10.52	60.00	\$ 2,508.33	8.00	\$ 55.28	\$ 51,475.01	9.75

PUBLIC WORKS

8 Gonzales, Ruben	\$ 1,926.00	\$ -	-	\$ -	-	\$ -	\$ 1,926.00	
20 Rodriguez, Joe	\$ 1,879.85	\$ -	-	\$ -	-	\$ -	\$ 1,879.85	
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	\$ -	3.00	\$ 98.50	3.00	\$ 65.67	\$ 1,915.24	
172 Chavez, Fernando M.	\$ 2,322.00	\$ -	2.50	\$ 108.84	18.75	\$ 544.22	\$ 2,975.06	
290 Gastelum, Humberto	\$ 1,886.31	\$ -	19.00	\$ 766.31	23.25	\$ 548.21	\$ 3,200.83	
298 Barajas, Michael	\$ 1,834.15	\$ -	-	\$ -	-	\$ -	\$ 1,834.15	
322 Castro, Joseph	\$ 1,708.15	\$ -	-	\$ -	-	\$ -	\$ 1,708.15	
349 Arechiga, Pastor	\$ 1,607.54	\$ -	-	\$ -	-	\$ -	\$ 1,607.54	
378 Sanchez, Daniel	\$ 1,436.31	\$ -	-	\$ -	-	\$ -	\$ 1,436.31	
389 Zapata, Domingo	\$ 1,249.24	\$ -	-	\$ -	-	\$ -	\$ 1,249.24	
329 Moore, Ken	\$ 3,853.85	\$ -	-	\$ -	-	\$ -	\$ 3,853.85	
420 Medeiros, Cheryl	\$ 1,791.69	\$ -	-	\$ -	-	\$ -	\$ 1,791.69	
460 Vallejo, Edward	\$ 1,817.08	\$ 34.71	-	\$ -	-	\$ -	\$ 1,851.79	
486 Palacios, Jesus	\$ 580.00	\$ -	-	\$ -	-	\$ -	\$ 580.00	
495 Valdivia III, Gregorio	\$ 500.00	\$ -	-	\$ -	-	\$ -	\$ 500.00	
TOTAL	\$ 35,025.55	\$ 34.71	24.50	\$ 973.65	45.00	\$ 1,158.09	\$ 37,192.00	

PLANNING

37 Pimentel, Olivia	\$ 2,104.62	\$ -	-	\$ -	-	\$ -	\$ 2,104.62	0.75
234 Kufis, Chris	\$ 2,346.00	\$ -	-	\$ -	-	\$ -	\$ 2,346.00	
326 Fonseca, Monica	\$ 1,300.04	\$ -	-	\$ -	-	\$ -	\$ 1,300.04	
TOTAL	\$ 5,750.65	\$ -	-	\$ -	-	\$ -	\$ 5,750.65	0.75

PLANNING

Epperson, R	\$ 50.00
Lopez, Michael	\$ -
Bandy, Robert	\$ 50.00
Harris, Jordan	\$ 50.00
Melgoza, G	\$ 50.00
Nehring, K	\$ 50.00
Nijjer, B	\$ -

Total \$ 250.00

COUNCIL

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

Total \$ -

GRAND TOTAL:	\$120,498.08	\$45.23	84.50	\$3,481.99	53.00	\$1,213.37	\$ 125,238.67	10.50
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**CITY OF KERMAN
OVERTIME SUPPLEMENTAL PAYROLL REPORT**

PAY PERIOD - 01/19/14 - 02/01/14

POLICE DEPARTMENT

Overtime Categories - Number of Hours

Regular Overtime	Training	Shift Coverage	SID	Detail	Avoid the 21 Grant	Special Events	Total	
19.5 (see note below)	3 (see note below)	16 (see note below)		21.5 (see note below)			60	
DOUBLE TIME: (Sunday)							0	
							Sub Total	60

PUBLIC WORKS DEPARTMENT

Overtime Categories - Number of Hours

Water Service	Sewer Emergencies	Animal Control	Special Events	Other or Call Back	On Call Duties	Total	
9.5 (see note below)	2 (see note below)	1 (see note below)			4 (see note below)	16.5	
DOUBLE TIME: (Sunday)						8	
2					6	8	
						Sub Total	24.5

COMMUNITY SERVICES DEPARTMENT

Overtime Categories - Number of Hours

Regular Overtime	After Hour Event	Total	
		0	
		Sub Total	0

FINANCE / PLANNING DEPARTMENTS

Overtime Categories - Number of Hours

Regular Overtime	Utility Billing	Payroll	Dog Clinic	Year End Audit	Total	
					0	
					Sub Total	0
					Total Hours (All Departments)	84.5

POLICE DEPARTMENT:

Regular Overtime – 19.5 hours - 15.5 Due to late arrests/reports and 4 hours for random drug testing. 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 – 16 hours- Cover for officer our sick/shift short an officer. When officer is called in to cover an absence due to vacation, a recent vacancy, or inj

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

Training –3 hours- Due to Range 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.

Detail - 21.5 hours- PC290 sweep (compliance checks on sex registrants)

PUBLIC WORKS DEPARTMENT:

Water Service - Included 9.5 hrs. overtime and 2 hrs. double-time for shut-off and turn-on of service, all water related emergencies.

Sewer - included 2 hrs. overtime - SCADA problems/Sewer emergencies. (SCADA controls pumps, wells and sewer, lift stations, all sewer and storm drain related issues)

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

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

Other - Anything not covered in other categories.

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

On-Call Duties 4 hours overtime and 6 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 / Name / Obligat'n Description	Net amount	Invoice number	PO number
38612- 2018	1	1/30/2014	2019 BSK ASSOCIATES			
	1		52316 WTR-UCMR3 MANDATORY TESTING	3,570.00	A400773	
38612- 2018	1	1/30/2014	Logged *** Total ***	3,570.00		
38613- 2018	2	1/30/2014	7069 GOODYEAR TIRE & RUBBER CO.			
	2		52305 V/E-4 TIRES	650.25	902246110	
	2		52332 V/E-4 TIRES	551.63	902207458	
38613- 2018	2	1/30/2014	Logged *** Total ***	1,201.88		
38614- 2018	3	1/30/2014	9012 INDUSTRIAL CONTROL & DESIGN, I			
	3		52313 WTR-HIGH PRESSURE ALARMS ISSUE	345.00	10580	
	3		52314 WTR-ADJUSTED SET PTS. ON WELLS	501.00	10578	
	3		52315 WTR-PROGRAMMED WELL SET PTS.	450.00	10579	
38614- 2018	3	1/30/2014	Logged *** Total ***	1,296.00		
38615- 2018	4	1/30/2014	19565 TAYLOR MADE IRRIGATION			
	4		52334 SWR-CAP SEWER LINE	585.26	8203	
38615- 2018	4	1/30/2014	Logged *** Total ***	585.26		
38616- 2019	1	1/30/2014	6082 CITY OF FRESNO WMD			
	1		52369 WTR- LAB ANALYSIS	120.00	K121813	
38616- 2019	1	1/30/2014	Logged *** Total ***	120.00		
38617- 2019	2	1/30/2014	13010 MADERA TROPHY			
	2		52367 RA-RETIREMENT PLAQUE	68.09	8462	
	2		52368 CC-RETIREMENT PLAQUE	40.50	9882	
38617- 2019	2	1/30/2014	Logged *** Total ***	108.59		
38618- 2019	3	1/30/2014	13052 MIRACLE RECREATION EQUIPMENT C			
	3		52370 BPO-PLAYGROUND PARTS	519.89	743107	
38618- 2019	3	1/30/2014	Logged *** Total ***	519.89		
38619- 2019	4	1/30/2014	13002 MUNISERVICES, LLC			
	4		52366 ADM-SUTA SERVICE - QTR 9/30/13	2,421.31	32748	
38619- 2019	4	1/30/2014	Logged *** Total ***	2,421.31		
38620- 2019	5	1/30/2014	16025 P.G.& E.			
	5		52371 CS-MONTHLY UTILITIES	3,770.69	6206788690 13	
38620- 2019	5	1/30/2014	Logged *** Total ***	3,770.69		
38621- 2019	6	1/30/2014	24002 XEROX CORPORATION			
	6		52372 PD-DEC COPIER LEASE	487.84	71922847	
38621- 2019	6	1/30/2014	Logged *** Total ***	487.84		
38622- 2020	1	1/30/2014	0 YANCY LOPEZ			
	1		52379 DEPOSIT REFUND-SCOUT HUT 1/18/	100.00	43269	
38622- 2020	1	1/30/2014	Logged *** Total ***	100.00		
38623- 2020	2	1/30/2014	1038 ADMINISTRATIVE SOLUTIONS, INC			
	2		52401 HR 2014 SEC125 PLAN ADM FEE	250.00	68831	
38623- 2020	2	1/30/2014	Logged *** Total ***	250.00		

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38624- 2020	3	1/30/2014	1109 AT&T			
	3		52391 PD-T-1 LINE SERVICE	262.12	234-343-4597	04
38624- 2020	3	1/30/2014	Logged	*** Total ***	262.12	
38625- 2020	4	1/30/2014	1135 AT&T MOBILITY			
	4		52387 PD-JAN MONTHLY WIRELESS SERVIC	265.65	28749141774	
38625- 2020	4	1/30/2014	Logged	*** Total ***	265.65	
38626- 2020	5	1/30/2014	2878 BUYMEBUYME.COM			
	5		52374 YSB/CTC-REPLACEMENT TELEPHONES	224.93	353105737	
38626- 2020	5	1/30/2014	Logged	*** Total ***	224.93	
38627- 2020	6	1/30/2014	12901 CHERYL MEDEIROS			
	6		52373 WTR-REFUND FOR WWTP GRADE III	155.00	12-27-14	
38627- 2020	6	1/30/2014	Logged	*** Total ***	155.00	
38628- 2020	7	1/30/2014	6082 CITY OF FRESNO WMD			
	7		52405 WTR/SWR-LAB ANALYSIS	120.00	K012214	
38628- 2020	7	1/30/2014	Logged	*** Total ***	120.00	
38629- 2020	8	1/30/2014	3330 COMMUNITY MEDICAL CENTER			
	8		52384 PD-(3) BLOOD DRAWS	525.00	12-31-13	
38629- 2020	8	1/30/2014	Logged	*** Total ***	525.00	
38630- 2020	9	1/30/2014	3104 CONSOLIDATED ELECTRICAL			
	9		52395 STR-CONCRETE METER BOX	82.21	2574-709441	
38630- 2020	9	1/30/2014	Logged	*** Total ***	82.21	
38631- 2020	10	1/30/2014	4097 ECN POLYGRAPH AND INVESTIGATIO			
	10		52388 PD-PRE EMPLOYMENT POLYGRAPH	150.00	KERMPD JAN 2014	
38631- 2020	10	1/30/2014	Logged	*** Total ***	150.00	
38632- 2020	11	1/30/2014	8902 INDEPENDENT STATIONERS			
	11		52377 ADM OFFICE SUPPLIES	156.98	000985663	
38632- 2020	11	1/30/2014	Logged	*** Total ***	156.98	
38633- 2020	12	1/30/2014	9012 INDUSTRIAL CONTROL & DESIGN, I			
	12		52396 WTR-SCADA PROGRAMMING	552.00	10602	
38633- 2020	12	1/30/2014	Logged	*** Total ***	552.00	
38634- 2020	13	1/30/2014	10050 JUDICIAL DATA SYSTEMS CRP			
	13		52390 PD-PARKING ACTIVITY FOR DEC	100.00	4269	
38634- 2020	13	1/30/2014	Logged	*** Total ***	100.00	
38635- 2020	14	1/30/2014	10994 KENT M KAWAGOE, PH.D.			
	14		52404 PD-PRE-EMP. PSYCHOLOGICAL REVIEW	300.00	12-31-13	
38635- 2020	14	1/30/2014	Logged	*** Total ***	300.00	
38636- 2020	15	1/30/2014	12010 LANE ELECTRIC, INC.			
	15		52398 STRC-WOOTEN PARK LIGHTING	14,601.50	1402.01	
38636- 2020	15	1/30/2014	Logged	*** Total ***	14,601.50	

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38637- 2020	16	1/30/2014	11967 LAWNGREEN			
	16		52378 BLD-WEED ABATEMENT	2,000.00	1-15-14	
38637- 2020	16	1/30/2014	Logged	*** Total ***	2,000.00	
38638- 2020	17	1/30/2014	13010 MADERA TROPHY			
	17		52399 PLN-NAME PLATES/PLANNING COMMI	17.28	10194	
38638- 2020	17	1/30/2014	Logged	*** Total ***	17.28	
38639- 2020	18	1/30/2014	15000 OFFICE DEPOT			
	18		52400 PLN-OFFICE SUPPLIES	5.39	691059976001	
	18		52402 PLN-OFFICE SUPPLIES	54.33	691798443001	
38639- 2020	18	1/30/2014	Logged	*** Total ***	59.72	
38640- 2020	19	1/30/2014	15015 OFFICEMAX INCORPORATED			
	19		52392 PD-OFFICE SUPPLIES	30.73	198052	
38640- 2020	19	1/30/2014	Logged	*** Total ***	30.73	
38641- 2020	20	1/30/2014	19184 SIERRA INDUSTRIES, INC.			
	20		52397 BPO-SUPPLIES FOR PARKS	419.06	17633	
38641- 2020	20	1/30/2014	Logged	*** Total ***	419.06	
38642- 2020	21	1/30/2014	18999 SILVA FORD MADERA			
	21		52382 V/E-PARTS FOR VEHICLE #1388	277.00	15304	
	21		52383 V/E-PARTS FOR VEHICLE #1400	848.29	15303	
38642- 2020	21	1/30/2014	Logged	*** Total ***	1,125.29	
38643- 2020	22	1/30/2014	11964 TIM J LAW			
	22		52393 PD-BACKGROUND CHECK LAW ENFORC	500.00	1000	
38643- 2020	22	1/30/2014	Logged	*** Total ***	500.00	
38644- 2020	23	1/30/2014	19550 TOM HODGES			
	23		52380 PR-INSTRUCTOR FEES NOV & DEC	427.00	12-25-13	
	23		52381 PR-INSTRUCTOR FEES JAN 2014	1,518.97	1-28-14	
38644- 2020	23	1/30/2014	Logged	*** Total ***	1,945.97	
38645- 2020	24	1/30/2014	20096 UNITED HEALTH CENTERS			
	24		52389 PD-PRE-EMPLOYMENT PHYSICAL	150.00	1-21-14	
38645- 2020	24	1/30/2014	Logged	*** Total ***	150.00	
38646- 2020	25	1/30/2014	22002 VALLEY FOOD CENTER			
	25		52376 YSB-SUPPLIES FOR YOUTH PROGRAM	7.98	2525-1-13-14	
38646- 2020	25	1/30/2014	Logged	*** Total ***	7.98	
38647- 2020	26	1/30/2014	22009 VALLEY IRON, INC			
	26		52394 WTR-HEADWORKS SUPPLIES & PARTS	502.16	466798	
38647- 2020	26	1/30/2014	Logged	*** Total ***	502.16	
38648- 2020	27	1/30/2014	22010 VALLEY SANITARY SUPPLY			
	27		52375 BPO-SUPPLIES	151.27	255691	
38648- 2020	27	1/30/2014	Logged	*** Total ***	151.27	
38649- 2020	28	1/30/2014	22019 VETERINARY MEDICAL CENTER			

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	28		52385	AC-EUTHANASIA OF (1) ANIMAL	22.40	207452	
	28		52386	AC-EUTHANASIA OF (9) ANIMALS	166.40	207490	
38649- 2020	28	1/30/2014	Logged	*** Total ***	188.80		
38650- 2020	29	1/30/2014		22050 WALTER KING			
	29			52403 KANNAMI-REIMB FOR (11) AIRFARE	12,420.90	1-29-14	
38650- 2020	29	1/30/2014	Logged	*** Total ***	12,420.90		
38651- 2021	1	1/31/2014		19194 SCELZI ENTERPRISES, INC			
	1			52406 V/E & STRC-CONV.TRUCK TO FLAT	7,455.59	88817	
38651- 2021	1	1/31/2014	Logged	*** Total ***	7,455.59		
38652- 2022	1	2/07/2014		19896 SPRINGBROOK SOFTWARE			
	1			52407 VAR-ACCOUNTING SOFTWARE PMT 1	21,968.75	02072014	
38652- 2022	1	2/07/2014	Logged	*** Total ***	21,968.75		
38653- 2023	1	2/13/2014		0 HALL MANAGEMENT CORP			
	1			52474 *C-UTILITY DEPOSIT REFUND	98.76	1010451502	
38653- 2023	1	2/13/2014	Logged	*** Total ***	98.76		
38654- 2023	2	2/13/2014		0 MARSHA A HAMES			
	2			52475 *C-UTILITY DEPOSIT REFUND	22.19	1010320709	
38654- 2023	2	2/13/2014	Logged	*** Total ***	22.19		
38655- 2023	3	2/13/2014		0 CINDY CAMPA			
	3			52476 *C-UTILITY DEPOSIT REFUND	81.29	1010058504	
38655- 2023	3	2/13/2014	Logged	*** Total ***	81.29		
38656- 2023	4	2/13/2014		0 ANALEIDA ROSAS			
	4			52477 *C-UTILITY DEPOSIT REFUND	145.65	1-01-00576-05	
38656- 2023	4	2/13/2014	Logged	*** Total ***	145.65		
38657- 2023	5	2/13/2014		0 DONALD L & ANITA B FARRIS			
	5			52478 *C-UTILITY DEPOSIT REFUND	148.97	1-01-00569-02	
38657- 2023	5	2/13/2014	Logged	*** Total ***	148.97		
38658- 2023	6	2/13/2014		0 ANGELA DELATORE			
	6			52479 *C-UTILITY DEPOSIT REFUND	86.11	1-01-22211-03	
38658- 2023	6	2/13/2014	Logged	*** Total ***	86.11		
38659- 2023	7	2/13/2014		0 MARGARET PYLES			
	7			52480 *C-UTILITY DEPOSIT REFUND	8.39	1-01-00553-05	
38659- 2023	7	2/13/2014	Logged	*** Total ***	8.39		
38660- 2023	8	2/13/2014		0 LUCIA RODRIGUEZ			
	8			52481 *C-UTILITY DEPOSIT REFUND	126.74	1-01-12236-13	
38660- 2023	8	2/13/2014	Logged	*** Total ***	126.74		
38661- 2023	9	2/13/2014		0 GUMARO CORONADO			
	9			52482 *C-UTILITY DEPOSIT REFUND	33.69	1-01-13379-05	
38661- 2023	9	2/13/2014	Logged	*** Total ***	33.69		

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38662- 2023	10	2/13/2014	0 SALUD ROMERO			
	10		52483 *C-UTILITY DEPOSIT REFUND	53.24	1-01-19174-04	
38662- 2023	10	2/13/2014	Logged *** Total ***	53.24		
38663- 2023	11	2/13/2014	0 BRIAN D ROSS			
	11		52484 *C-UTILITY PREPAYMENT REFUND	31.32	1 01-60016-09	
38663- 2023	11	2/13/2014	Logged *** Total ***	31.32		
38664- 2023	12	2/13/2014	0 WESTCO EQUITIES/QUAIL RUN-DOVE			
	12		52485 *C-UTILITY PREPAYMENT REFUND	10.13	1-01-58138-04	
38664- 2023	12	2/13/2014	Logged *** Total ***	10.13		
38665- 2023	13	2/13/2014	0 VIRGINIA STATON			
	13		52486 *C-UTILITY PREPAYMENT REFUND	13.45	1-01-13687-07	
38665- 2023	13	2/13/2014	Logged *** Total ***	13.45		
38666- 2023	14	2/13/2014	0 KRISTEENA M SOTELO			
	14		52487 *C-UTILITY PRE-PAY/DEPOSIT REF	131.03	1-01-22348-09	
38666- 2023	14	2/13/2014	Logged *** Total ***	131.03		
38667- 2023	15	2/13/2014	0 JACOB A BRANDENBERGER			
	15		52488 *C-UTILITY PRE-PAY/DEPOSIT REF	155.69	1-01-00554-03	
38667- 2023	15	2/13/2014	Logged *** Total ***	155.69		
38668- 2023	16	2/13/2014	0 KIM BEENE			
	16		52489 *C-UTILITY PRE-PAY/DEPOSIT REF	281.34	1-01-19195-02	
38668- 2023	16	2/13/2014	Logged *** Total ***	281.34		
38669- 2023	17	2/13/2014	1016 ADVANCE FORMS MANAGEMENT			
	17		52410 ADM-BUS CARDS-YEP, FOX	196.85	63879	
38669- 2023	17	2/13/2014	Logged *** Total ***	196.85		
38670- 2023	18	2/13/2014	851 ANTHEM BLUE CROSS			
	18		52494 HR-FEB 14 MEDICAL COVERAGE/COV	24,409.00	0201401206434	
38670- 2023	18	2/13/2014	Logged *** Total ***	24,409.00		
38671- 2023	19	2/13/2014	2076 BACKFLOW INDEPENDENT			
	19		52500 WTR-CITY BACKFLOW TESTING/REPAIR	174.00	508294	
38671- 2023	19	2/13/2014	Logged *** Total ***	174.00		
38672- 2023	20	2/13/2014	2037 BOGIE'S PUMP SYSTEMS			
	20		52466 SWR-REBUILD FLYGT PUMP	3,990.61	8748	
38672- 2023	20	2/13/2014	Logged *** Total ***	3,990.61		
38673- 2023	21	2/13/2014	3170 CARROT-TOP INDUSTRIES			
	21		52412 BPO-REPLACEMENT FLAGS	191.79	20733800	
38673- 2023	21	2/13/2014	Logged *** Total ***	191.79		
38674- 2023	22	2/13/2014	2092 CCAC			
	22		52414 ADM-2014 MEMBERSHIP DUES	130.00	288	
38674- 2023	22	2/13/2014	Logged *** Total ***	130.00		

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38675-2023	23	2/13/2014	3236 CEN-CAL CONSTRUCTION			
	23		52457 PRKC-KATIES PARK CONSTRUCTION	8,600.00	36	
38675-2023	23	2/13/2014	Logged *** Total ***	8,600.00		
38676-2023	24	2/13/2014	3214 CENTRAL VALLEY TOXICOLOGY			
	24		52503 PD-BLOOD TEST 13-3163	65.00	218427	
	24		52513 PD-BLOOD TEST 13-3131	73.00	218122	
	24		52514 PD-BLOOD TEST 14-0068	73.00	218825	
	24		52515 PD-BLOOD TEST 14-117	73.00	219072	
	24		52516 PD-BLOOD TEST 14-148	36.00	219073	
38676-2023	24	2/13/2014	Logged *** Total ***	320.00		
38677-2023	25	2/13/2014	3061 CHEM QUIP INC			
	25		52490 WTR-SUPPLIES/WTR SYSTEM CHLOR	930.00	5272493	
38677-2023	25	2/13/2014	Logged *** Total ***	930.00		
38678-2023	26	2/13/2014	3208 CODE PUBLISHING COMPANY			
	26		52415 ADM-KMD UPDATES JAN 2014	57.00	45623	
38678-2023	26	2/13/2014	Logged *** Total ***	57.00		
38679-2023	27	2/13/2014	3256 COUNTY OF FRESNO DEPT OF PERSO			
	27		52491 LLD/BPO ANNUAL PARTICIPATION FEE	260.00	2-6-14	
38679-2023	27	2/13/2014	Logged *** Total ***	260.00		
38680-2023	28	2/13/2014	3173 CROWN SHORT LOAD CONCRETE			
	28		52417 PRKC-CONCRETE FOR KATIES PARK	574.09	85150	
	28		52418 PRKC-CONCRETE FOR KATIES PARK	637.88	85171	
	28		52419 PRKC-CONCRETE FOR KATIES PARK	782.47	85174	
38680-2023	28	2/13/2014	Logged *** Total ***	1,994.44		
38681-2023	29	2/13/2014	3981 DASH MEDICAL GLOVES			
	29		52502 PD-SUPPLIES/MEDICAL GLOVES	73.48	INV0836555	
38681-2023	29	2/13/2014	Logged *** Total ***	73.48		
38682-2023	30	2/13/2014	4023 DEPARTMENT OF JUSTICE			
	30		52505 PD-JAN LIVE SCANS PRINTS	360.00	16779	
38682-2023	30	2/13/2014	Logged *** Total ***	360.00		
38683-2023	31	2/13/2014	4091 EAST BAY TIRE CO.			
	31		52453 V/E-TIRES FOR (2) PD VEHICLES	225.42	1065616	
	31		52471 V/E-STOCK TIRE FOR BACKHOE	180.32	1065707	
38683-2023	31	2/13/2014	Logged *** Total ***	405.74		
38684-2023	32	2/13/2014	5016 EMPLOYMENT DEVELOPMENT DEPT			
	32		52493 PR-4TH QTR EMPLOYMENT TAX	202.00	944-0560-2	
38684-2023	32	2/13/2014	Logged *** Total ***	202.00		
38685-2023	33	2/13/2014	5049 FACTORY MOTOR PARTS CO.			
	33		52454 VAR-BATTERY CORE CHARGES	128.94	43-330221	
	33		52455 VAR-CREDIT FROM 11/04/13	72.17	43-320321	
38685-2023	33	2/13/2014	Logged *** Total ***	56.77		

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38686- 2023	34	2/13/2014	6019 FORENSIC NURSE SPECIALISTS, IN			
	34		52433 PD-(2) SEXUAL ASSAULT EXAMS	1,800.00	1646	
38686- 2023	34	2/13/2014	Logged	*** Total ***	1,800.00	
38687- 2023	35	2/13/2014	3118 FRESNO COUNTY TREASURER			
	35		52447 PD-DECEMBER PARKING ACTIVITY	175.00	1-29-14	
38687- 2023	35	2/13/2014	Logged	*** Total ***	175.00	
38688- 2023	36	2/13/2014	6056 FRESNO COUNTY TREASURER			
	36		52421 PD-FEB 2014 DISPATCHING SERVICE	18,600.96	SO 11261	
	36		52422 PD-JAN 2014 RMS/JMS/CAD ACCESS	165.96	SO11262	
38688- 2023	36	2/13/2014	Logged	*** Total ***	18,766.92	
38689- 2023	37	2/13/2014	6039 FRESNO PET CEMETARY			
	37		52431 AC-DISPOSED(23) ANIMALS,PICK-UP	554.00	19318	
38689- 2023	37	2/13/2014	Logged	*** Total ***	554.00	
38690- 2023	38	2/13/2014	7003 GAMETIME			
	38		52504 BPO-PLY GRND REPLC PRTS WOOTEIN	329.97	829598	
38690- 2023	38	2/13/2014	Logged	*** Total ***	329.97	
38691- 2023	39	2/13/2014	7071 GOLD COAST CONST. & RESTORATIO			
	39		52408 BLD-REFUND BLD PERMIT FEE	819.00	BP13-0173	
38691- 2023	39	2/13/2014	Logged	*** Total ***	819.00	
38692- 2023	40	2/13/2014	7069 GOODYEAR TIRE & RUBBER CO.			
	40		52452 V/E-TIRES FOR VEHICLE #1403	456.52	902284677	
38692- 2023	40	2/13/2014	Logged	*** Total ***	456.52	
38693- 2023	41	2/13/2014	8034 HACH COMPANY			
	41		52430 SWR-C.O. PROBE ASSY, SWIVEL &	463.37	8670548	
38693- 2023	41	2/13/2014	Logged	*** Total ***	463.37	
38694- 2023	42	2/13/2014	8061 HANDS ON CENTRAL VALLEY			
	42		52470 LLD-ANNUAL PARTNERSHIP FEES	50.00	1/30/14	
38694- 2023	42	2/13/2014	Logged	*** Total ***	50.00	
38695- 2023	43	2/13/2014	8041 HD SUPPLY WATERWORKS, LTD			
	43		52428 WTR MASTER METER REGISTER	6.35	B985923	
	43		52506 WTR REPLC PARTS/WTR LINE REPAIR	1,131.06	B933470	
38695- 2023	43	2/13/2014	Logged	*** Total ***	1,137.41	
38696- 2023	44	2/13/2014	10028 HENRY, LOGOLUSO, & BLUM			
	44		52435 CC-JANUARY LEGAL FEES	7,732.99	1/31/14	
38696- 2023	44	2/13/2014	Logged	*** Total ***	7,732.99	
38697- 2023	45	2/13/2014	8960 IDTS, INC			
	45		52510 PD-3 ANN ENR 1 INT ENR 7 DRUG	440.00	34088	
38697- 2023	45	2/13/2014	Logged	*** Total ***	440.00	
38698- 2023	46	2/13/2014	8902 INDEPENDENT STATIONERS			
	46		52416 YSB-SUPPLIES/START SMALL BASEB	44.85	SO-000390445	

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38698- 2023	46	2/13/2014	Logged	*** Total ***	44.85	
38699- 2023	47	2/13/2014	9012 INDUSTRIAL CONTROL & DESIGN, I			
	47		52429 WTR-SCADA PROGRAMMING	954.26	10621	
38699- 2023	47	2/13/2014	Logged	*** Total ***	954.26	
38700- 2023	48	2/13/2014	9032 INTERNATIONAL ASSOCIATION FOR			
	48		52450 PD-ANNUAL 2014 IAPE MEMBERSHIP	50.00	LI369864	
38700- 2023	48	2/13/2014	Logged	*** Total ***	50.00	
38701- 2023	49	2/13/2014	9830 JEANNA BURDINE-SLAVEN			
	49		52420 CS-REFUND/SENIOR CENTER SUPPLIES	68.61	1-15-14	
38701- 2023	49	2/13/2014	Logged	*** Total ***	68.61	
38702- 2023	50	2/13/2014	11033 KERWEST NEWSPAPERS			
	50		52511 PLN-PLN COMM PUB HEARING FEB 2	90.00	35789	
38702- 2023	50	2/13/2014	Logged	*** Total ***	90.00	
38703- 2023	51	2/13/2014	11970 LIGHTHOUSE ELECTRIC, INC			
	51		52461 WTR-HEADWORKS SERVICE AGREEMENT	1,273.73	1155	
38703- 2023	51	2/13/2014	Logged	*** Total ***	1,273.73	
38704- 2023	52	2/13/2014	12041 LITHIA FORD OF FRESNO			
	52		52440 V/E-NEW COMPUTER FOR VEHICLE #	1,191.12	428559	
38704- 2023	52	2/13/2014	Logged	*** Total ***	1,191.12	
38705- 2023	53	2/13/2014	13023 MCCORMICK, KABOT, JENNER & LEW			
	53		52495 ADM-LEGAL FEES/CITIES V. COUNTY	69.21	7899	
38705- 2023	53	2/13/2014	Logged	*** Total ***	69.21	
38706- 2023	54	2/13/2014	13067 METRO UNIFORM & ACCESSORIES			
	54		52424 PD-UNIFORM FOR GERADO OCHOA	204.22	21978	
	54		52425 PD-TRAFFIC TEMPLATES	48.54	21969	
38706- 2023	54	2/13/2014	Logged	*** Total ***	252.76	
38707- 2023	55	2/13/2014	15000 OFFICE DEPOT			
	55		52409 BLD/PLN-OFFICE SUPPLIES	63.84	691057886001	
	55		52448 PD-BINDERS PENS CD'S	54.30	692810828001	
	55		52449 PD-INK FOR PRINTERS	157.46	692014139001	
	55		52463 WTR/SWR-SUPPLIES FOR CAMERA	17.29	691737568001	
	55		52467 WTR/SWR-OFFICE SUPPLIES	32.15	692808188001	
	55		52468 WTR/SWR-OFFICE SUPPLIES	60.24	691736866001	
38707- 2023	55	2/13/2014	Logged	*** Total ***	385.28	
38708- 2023	56	2/13/2014	15010 OFFICE DEPOT CREDIT ACCOUNT			
	56		52436 WTR/SWR-SCADA BATTERY/SUPPLIE	184.60	7022993	
	56		52437 TRNS-PRINTER INK	103.65	9809-1/13/14	
38708- 2023	56	2/13/2014	Logged	*** Total ***	288.25	
38709- 2023	57	2/13/2014	15015 OFFICEMAX INCORPORATED			
	57		52441 V/E-FIRST AID SUPPLIES	59.03	183653	
38709- 2023	57	2/13/2014	Logged	*** Total ***	59.03	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
38710-2023	58	2/13/2014	14901 ONTRAC			
	58		52512 BLD-OVERNIGHT PLAN CHECK	47.99	7880682	
38710-2023	58	2/13/2014	Logged	*** Total ***	47.99	
38711-2023	59	2/13/2014	16025 P.G.& E.			
	59		52426 ADM-MONTHLY UTILITIES	1,096.65	68250253960114	
	59		52456 PD-JANUARY 2014 MONTHLY BILL	1,249.15	4647279811 1/14	
	59		52462 STRT-MONTHLY SERVICE	3,712.17	1/29/14	
	59		52464 V/E-MONTHLY SERVICE BILL	721.84	1-29-14	
	59		52465 LLD-MONTHLY SERVICE BILL	2,549.27	1-29-14	
	59		52498 WTR/SWR/SDO-JAN 14 MONTHLY SER	14,006.94	546773829-0	
	59		52509 TRNS GAS SVC FOR TRANSIT BUS	347.80	2881141119 0114	
38711-2023	59	2/13/2014	Logged	*** Total ***	23,683.82	
38712-2023	60	2/13/2014	16021 PACIFIC GAS & ELECTRIC			
	60		52472 WTR-CONTRACT FOR WELL 18	22,738.18	1164436 2/6/14	
38712-2023	60	2/13/2014	Logged	*** Total ***	22,738.18	
38713-2023	61	2/13/2014	16069 PITNEY BOWES PURCHASE POWER			
	61		52434 VAR POSTAGE FOR METER	977.36	1/27/14	
38713-2023	61	2/13/2014	Logged	*** Total ***	977.36	
38714-2023	62	2/13/2014	19002 S & S WORLDWIDE			
	62		52413 YSB-SUPPLIES FOR YOUTH LOCK-IN	193.68	7984386	
38714-2023	62	2/13/2014	Logged	*** Total ***	193.68	
38715-2023	63	2/13/2014	11010 SEBASTIAN			
	63		52423 PD-REPAIR TELEPHONE BOX	1,085.00	55342	
	63		52497 VAR-MONTHLY PHONE SERVICE	2,827.91	10227586 2/1/14	
38715-2023	63	2/13/2014	Logged	*** Total ***	3,912.91	
38716-2023	64	2/13/2014	11053 SEBASTIAN			
	64		52442 ADM-MONTHLY ALARM SVCS	49.53	10231921	
	64		52443 ADM-MONTHLY FIRE ALARM SERVICE	48.80	10031920	
	64		52446 PD-JANUARY T 1-LINE	408.52	10231474	
38716-2023	64	2/13/2014	Logged	*** Total ***	506.85	
38717-2023	65	2/13/2014	19063 SLUMBERGER LUMBER			
	65		52451 VAR-MISC SUPPLIES	614.44	3115 1-27-14	
	65		52492 STR-SUPPLIES FOR SPRINKLERS	193.89	C122249	
38717-2023	65	2/13/2014	Logged	*** Total ***	808.33	
38718-2023	66	2/13/2014	6021 STATE OF CALIFORNIA			
	66		52444 *C FTB TAX-WAGE GARNISHMENT 2/	115.00	2/7/14	
38718-2023	66	2/13/2014	Logged	*** Total ***	115.00	
38719-2023	67	2/13/2014	18981 SUNSET LANDSCAPES, INC			
	67		52432 PRKC-LANDSCAPE & SITE IMPROVEM	42,346.25	21619	
38719-2023	67	2/13/2014	Logged	*** Total ***	42,346.25	
38720-2023	68	2/13/2014	19561 T & T PAVEMENT MARKINGS & PROD			
	68		52473 STRC SUPPLIES/CRACK SEALER	4,220.78	2013901	

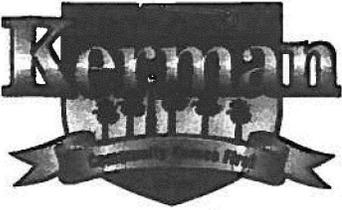
CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
38720- 2023	68	2/13/2014	Logged	*** Total ***	4,220.78	
38721- 2023	69	2/13/2014	19895 TECHDEPOT			
	69		52458 TECH-COMPUTER FOR BLDG DEPT	627.73	B104015628V1	
	69		52459 TECH-PRINTER & FAX FOR PD	623.96	B14013814V1	
	69		52501 PD-SUPPLIES FOR COMPUTER	50.50	B14018305V1	
38721- 2023	69	2/13/2014	Logged	*** Total ***	1,302.19	
38722- 2023	70	2/13/2014	99999 U.S. BANK CORPORATE PAYMENT SY			
	70		52496 VAR-CREDIT CARD CHARGES	2,596.49	1-22-14	
38722- 2023	70	2/13/2014	Logged	*** Total ***	2,596.49	
38723- 2023	71	2/13/2014	21000 U.S. POST OFFICE			
	71		52439 VAR-UTIL POSTAGE FOR UTILITY B	3,912.50	2/3/14	
38723- 2023	71	2/13/2014	Logged	*** Total ***	3,912.50	
38724- 2023	72	2/13/2014	21004 UNITED STATES PLASTIC CORP.			
	72		52469 SWR-SUPPLIES FOR WWTP SAMPLES	139.62	4006386	
38724- 2023	72	2/13/2014	Logged	*** Total ***	139.62	
38725- 2023	73	2/13/2014	20091 USABLUEBOOK			
	73		52499 SWR-SUPPLIES FOR BIOLAC BLOWER	517.80	813292	
38725- 2023	73	2/13/2014	Logged	*** Total ***	517.80	
38726- 2023	74	2/13/2014	22002 VALLEY FOOD CENTER			
	74		52507 YSB-AFTR SCHOOL PRG SNACKS	24.28	D2525-2/15/14	
38726- 2023	74	2/13/2014	Logged	*** Total ***	24.28	
38727- 2023	75	2/13/2014	23048 WORKINGARTS MARKETING, INC			
	75		52411 ADM-WEB MAINT FOR JAN 2014	95.00	2741	
38727- 2023	75	2/13/2014	Logged	*** Total ***	95.00	
38728- 2023	76	2/13/2014	23036 WQI			
	76		52460 SWR-GR 3 REVIEW CLASS REGISTRA	700.00	2-5-14	
38728- 2023	76	2/13/2014	Logged	*** Total ***	700.00	
38729- 2023	77	2/13/2014	24001 XEROX CORPORATION			
	77		52427 PLN/BLD-JAN 2014 MAINTENANCE F	134.88	72428288	
	77		52508 RA-JAN MONTHLY COPIER SERVICE	242.06	72428292	
38729- 2023	77	2/13/2014	Logged	*** Total ***	376.94	
38730- 2023	78	2/13/2014	24002 XEROX CORPORATION			
	78		52438 ADM JAN 2014 MAINTENANCE FEE	420.41	072428289	
	78		52445 PD-JANUARY COPIER SERVICE	394.16	72428290	
38730- 2023	78	2/13/2014	Logged	*** Total ***	814.57	

** Total check discount ** .00
 ** Total check amount ** 272,132.84
 .00

Electronic Bank Transfers-02/07/14

<u>Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Amount</u>
02-07-14	ICMA	HR Employee Contributions 457	\$ 1,388.25
02-07-14	KPOA	HR Association Dues Collected	\$ 588.12
02-07-14	KMEA	HR Association Dues Collected	\$ 172.50
02-07-14	IRS	HR Federal Payroll Taxes Collected	\$ 32,711.23
02-07-14	State of California	HR State Payroll Taxes Collected	\$ 5,003.55
02-07-14	CalPERS	HR Employee & Employer Contrib.	<u>\$ 19,498.06</u>
		Total	\$ 39,863.65



CITY OF KERMAN

VENDOR # 10028 (REQUIRED)

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

SPECIAL INSTRUCTIONS: _____

INVOICE #	INV DATE	ITEM DESCRIPTION / PART NO.	BUDGET CODE	INVOICE AMOUNT
<u>1/31/14</u>	1/31/2014	CC-JANUARY LEGAL FEES	10.0.6003.510.10	
21449	1/31/2014	MONTHLY MEETINGS AB25		250.00
21450	1/31/2014	PACIFIC MOUNTAIN PARTNERS		696.00
21451	1/31/2014	COUNT OF FRESNO TAX		84.00
21452	1/31/2014	WALMART		12.99
21453	1/31/2014	CLAIMS - ONG		24.00
21454	1/31/2014	GENERAL - ONG		684.00
21455	1/31/2014	PERSONAL - ONG		96.00
21457	1/31/2014	POLICE - ONG		1,980.00
21458	1/31/2014	PITCHESS MOTIONS/MOTION TO SQUASH		3,492.00
21459	1/31/2014	WATER - ONG		414.00
				7,732.99

DIANA GONZALEZ 2/7/2014
 Prepared: Department Representative Date

[Signature] 2/12/14
 Approved: Finance Director Date

 Approved: Department Head Date

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

ENTERED
 02/07/14

Date	Item	Cardholder Acct	Internal Acct Code	Amount
Joseph Blohm				
01/12/14	Cheaper Thank Dirt	PD-Batteris for lights on weapons	10.0.3011.521.02	\$ 60.62
01/13/14	VIVO Tech	PD-Dual LCD monitor stand	10.0.3999.554.01.03	\$ 45.00
01/13/14	Best Buy	PD-2 computer monitors	10.0.3999.554.01.03	\$ 441.12
				\$ 546.74
Terri Cubillos				
				\$ -
Ken Moore				
01/09/14	Kerman U Save	V/E-Propane for forklift	50.0.4011.515.02	\$ 35.75
01/17/14	Haven S For Security	V/E-Keys	50.0.4011.521.03	\$ 55.32
01/17/14	The Home Depot	BPO-Hand pump/hose	10.0.4011.521.05	\$ 162.07
01/21/14	Applied IND Tech	SWR-Grease for Headworks	42.0.4011.521.02	\$ 94.25
01/21/14	Applied IND Tech	SWR-Grease for Headworks	42.0.4011.521.02	\$ 188.52
				\$ 535.91
Phillip Gallegos				
12/23/13	Downtown Ice Rink	YSB-Youth Trip	16.0.0000.230.65	\$ 80.00
12/23/13	Red Robbin	YSB-Youth commision dinner	16.0.0000.230.65	\$ 144.89
12/27/13	National Alliance For You	PR-8 basketball kits/2 starter kits	10.0.2062.521.02	\$ 834.00
01/06/14	National Alliance For You	PR-2 basketball participant kits	10.0.2062.521.02	\$ 72.00
01/06/14	GW School Supplies	SCS-Bulletin board paper	10.0.2044.521.02	\$ 68.68
01/09/14	S&S Worldwide	PR-Fitness & Nutrition easy pack	10.0.2065.521.02	\$ 209.95
10/28/13	Dollartree	YSB-Program supplies	10.0.2065.521.02	\$ 14.00
10/18/14	Amazon.com	SCS-Fire alarm battery	10.0.2044.521.02	\$ 37.88
				\$ 1,461.40
Marci Reyes				
01/06/14	Reno's Place	ADM-Fin Dir interview lunch	10.0.1002.554.01	\$ 52.44
				\$ 52.44
TOTAL				\$ 2,596.49 \$ 2,596.49



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
Vacant

DEPARTMENT: CITY MANAGER
STAFF REPORT

CITY COUNCIL MEETING

COUNCIL MEETING DATE: FEBRUARY 19, 2014

To: Mayor and City Council
From: Luis Patlan, City Manager/Director of Planning
Subject: Resolution Appointing Toni Jones as Finance Director

RECOMMENDATION

Council adopt resolution appointing Toni Jones as Finance Director and authorize the City Manager to execute the employment agreement.

EXECUTIVE SUMMARY

After a formal recruitment process, the City Council has selected Toni Jones as the new Finance Director for the City of Kerman, effective February 6, 2014. Mrs. Jones, who has been the Senior Accountant/Personnel Officer for the City of Kerman since 2006, will replace Tim Pryzbyla who accepted the finance director position for the City of Madera.

OUTSTANDING ISSUES

None.

DISCUSSION

As Finance Director, Mrs. Jones will oversee the City's entire financial system, including the annual budgeting, accounting, purchasing, utilities, payroll, auditing, and human resources. Having worked for the City of Kerman since 2006 as the Senior Accountant/Personnel Officer, Mrs. Jones has a firm knowledge and background of the City's financial system. She will easily transition into her new role as Finance Director.

Among her duties in recent years, Mrs. Jones has maintained the day-to-day management of the accounting staff, been an integral part of the City's budget writing committee, managed the City's annual audit, and assisted in preparing the City's Comprehensive Annual Financial Report. She has led or assisted in numerous projects, including the selection and implementation of a new integrated financial computer software system; the award of a federal energy efficiency grant to fund a solar panel project; and the development of program to lend the use of vacant City properties for community groups. Mrs. Jones has also served as the City's Personnel Officer handling workers' compensation, health care, FMLA, payroll and other personnel related issues.

Under the terms of the employment contract, Mrs. Jones will serve a three-year contract and will be paid \$6,278 per month.

FISCAL IMPACT

The Finance Director will receive a starting salary at Step A (\$6,278) of the approved Management Employees Salary Schedule.

Attachments:

- A. Resolution w/Exhibit 'A' – Employment Contract

Attachment 'A'

RESOLUTION NO. 14-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPOINTING TONI JONES AS FINANCE DIRECTOR FOR THE CITY OF KERMAN

THE CITY COUNCIL OF THE CITY OF KERMAN DOES RESOLVE as follows:

Following a formal recruitment and review process , the City Council has determined that the interest of the City of Kerman will be best served by the appointment of, and therefore appoints Toni Jones to the position of Finance Director effective February 6, 2014, at a salary of \$6,278 per month, Step A on the approved Management Employees Salary Schedule;

BE IT FURTHER RESOLVED THAT the City Manager is authorized and directed to sign the Employment Agreement attached as Exhibit 'A'.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 19th day of February 2014, and passed at said regular meeting by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

Gary Yep
Mayor

ATTEST:

Marci Reyes
City Clerk

Exhibit 'A'

EMPLOYMENT AGREEMENT

AN AGREEMENT MADE AND ENTERED INTO BY AND BETWEEN THE
CITY OF KERMAN (HEREINAFTER CALLED "CITY") AND
TONI JONES (HEREINAFTER CALLED "EMPLOYEE")

WHEREAS, the City of Kerman ("City") desires to employ Toni Jones as Finance Director of the CITY as provided by certain regulations of the CITY; and

WHEREAS, it is the desire of the CITY to provide certain benefits, establish certain conditions of employment and to set working conditions of said Employee; and

WHEREAS, it is the desire of the CITY to (1) retain the services of said Employee and provide inducement for her to remain in such employment, (2) to make possible full work productivity by assuring Toni Jones morale and peace of mind with respect to future security, and (3) to provide a just means for terminating Employee's services at such time as she may be unable to fully discharge her duties or when CITY may desire to otherwise terminate her employ.

NOW, THEREFORE, in consideration of the mutual covenants herein contained, effective February 6, 2014 (the "effective date"), the parties agree as follows:

Section 1

DUTIES

CITY hereby agrees to continue to employ Employee as Finance Director and Treasurer of the City of Kerman to perform the functions and duties specified in applicable City ordinances and Administrative Rules and Regulations as the same presently exist or may hereafter be amended, and to perform other legally permissible and proper duties and functions consistent with the dignity of the Office of Finance Director (Hereinafter referred to as "Director" or "Employee") and which the City Manager and or City Council shall from time to time assign. Employee also serves as City, Successor Agency & Public Financing Authority Treasurer at the pleasure of the City Council.

In addition to the foregoing duties, Employee has served as the Personnel Officer for City and related entities, and will continue to serve in that capacity until such time as the City Manager designates a new Personnel Officer.

The City Council retains ultimate authority over all decisions respecting the City, but has delegated authority to the City Manager as the operational chief of the CITY, and all employees, both regular and contract, report directly to him, excepting only the City Attorney. This operational authority extends to all areas of assignments, duties, reporting, discipline, evaluation and termination.

Section 2

COMPENSATION AND TERM OF SERVICE

A. Compensation. Employee's base salary shall be in the amount of \$6,278/monthly Step "A" on the City's Management Employees Salary Schedule ("Salary Schedule") from and after the effective date stated above. On or about each annual anniversary of the effective date of this Agreement, the City Manager shall provide additional evaluations of the employment performance of Employee. Following each positive annual evaluation, the City Manager shall advance Employee to the next Step on the approved City's Management Employees Salary Schedule. The increased rate of pay shall begin on the above anniversary date following the receipt of Employee's written acknowledgment of the City Manager's positive evaluation. The City Manager shall have absolute discretion to determine whether the evaluation is positive overall, and shall indicate his determination on the written record of the evaluation. The City Manager shall confer and solicit input from the City Council regarding this evaluation and may advise the Director of such information and input. The City Manager shall also share results of the evaluation with the City Council.

Once the last step on this Salary Schedule is attained (currently Step "G") there will be no further advances unless a new Management Employees Salary Schedule is approved by Council Resolution. In addition to the foregoing increases on the Salary Schedule on the basis of merit, Employee's base salary shall be increased by any Cost of Living Adjustments (COLA'S) awarded to other CITY department heads.

B. Term of Employment. Employment under this Agreement shall begin on the effective date and terminate on February 28, 2017, except as otherwise provided herein, either in connection with the “at will” nature of this Agreement or pursuant to other terms and provisions contained herein.

1. Renewal. (a) On or before February 28, 2017 in connection with the City Manager’s annual evaluation of the Employee, the City Manager shall determine whether this Agreement should be renewed for an additional one year term, modified, or be allowed to expire. Prior to making such decision, the City Manager shall report to and consider the direction of the City Council concerning the City’s financial status.

If the Agreement is extended, then in connection with each annual performance review, the parties shall follow the procedure set forth in this paragraph to determine whether the Employee’s employment contract will be renewed or renegotiated.

2. If it is the recommendation of the City Manager and the approval of the City Council that the employment of Employee ends prior to the expiration of this Agreement or an extension thereof pursuant to an involuntary separation from employment, the Employee shall receive a minimum 90-day written notice regarding the termination of employment. If such written notice is not provided severance pay not to exceed an aggregate severance payment in the amount of three (3) month’s pay, the total monthly value of base salary, health insurance, and retirement benefits which Employee is receiving on the last day of actual employment, according to the provisions of this Section 2. The Severance Payment shall be paid in installments on a schedule similar to the City’s then-existing payroll schedule. At employee’s request, a portion of the Severance Payment may be applied to continuing health-care coverage pursuant to applicable law governing such matters. No severance payment shall be due or owing unless the Employee has signed a separation agreement which shall include a statement that the severance payment resolves all issues or claims relating to the employment relationship and this Agreement.

For the purposes of this Section 2:

- a) “last day of actual employment” means a day in which the Employee is performing the services or functions of her office, and does not include a vacation day, holiday, administrative leave day or other paid or unpaid day off.
- b) “total monthly value of base salary, health insurance, and retirement benefits” does not include vacation, sick leave, or other accrual of paid time off.
- c) “involuntary separation” shall mean discharge or dismissal by the City Manager or the employee’s resignation following a salary reduction greater in percentage than an across-the-board reduction for all employees, or her resignation following a witnessed or written suggestion to her, by the City Manager, that she resign. Involuntary separation does not include termination for a cause of discipline, or a resignation under circumstances other than those described above.
- d) “cause for discipline” shall mean any one of the causes for discipline as enumerated in Section 19572 of the California Government Code, as it may from time to time be amended, which is hereby incorporated by reference, except that where the word “state” appears in paragraphs (p), (w) and (x), the word “city” shall be substituted.

3. Liquidated Damages on Employee’s Early Termination. Employee acknowledges that City will be investing in Employee’s training and integration into City’s management team, and that City will incur substantial cost and expense to hire and train any person to replace Employee. The parties agree that the exact amount of cost and expense incurred by City in the event of Employee’s early termination is impracticable or extremely difficult to determine and therefore agree that an amount equal to the Employee’s one month salary and benefits at the time of such termination is a reasonable estimate of the damages to City.

If Employee voluntarily terminates his employment at any time during the term of this Agreement (other than by reason of verified medical or family circumstance that would materially interfere with Employee’s ability to continue her employment), Employee agrees to pay within four weeks of termination an amount equal to Employee’s net one

month salary as liquidated damages to City. This provision shall have no application or effect if Employee provides at least sixty (60) days' notice in writing of resignation. "Net monthly salary" as used in the preceding sentence means the employee's monthly salary on the third month preceding the Employee's voluntary termination, after subtracting any amount held as taxes, retirement contributions or payments for health or other insurance. Employee may designate the value of any accrued vacation toward the payment of the liquidated damages.

C. Acknowledgment of "At Will" Nature of Employment; Notice of Termination. This Agreement creates a mutually binding "at will" employment relationship which may be terminated by either party without advance notice or cause, subject to the provisions herein. Before voluntarily resigning her position, Employee agrees to give City Manager at least sixty (60) days' notice in writing of her intention to resign, stating the reasons therefore and the effective date thereof. CITY, with employee concurrence, may waive notice and permit resignation to take immediate effect.

D. Rights in Connection with Separation or Termination. The parties agree that the rights set forth in this Agreement shall be the exclusive rights available to the parties in the event of termination or separation from the employment. The courts have generally concluded that due process does not require Skelly procedural rights or other hearings where the affected City employees are in "at will" administrative positions and are not public safety officers. Therefore, step one below applies to each employee subject to this Agreement. For contracting employees who are not public safety officers, and no further procedure or hearing is required or will be given. However, where the basis for termination involves any assertion that the department head has performed incompetently or that misconduct is involved, or an assertion that is similarly damaging to the professional reputation of the employee, the employee will have the opportunity to have a Lubey-type name-clearing hearing conducted as set forth in steps 2 through 5 below.

1. The City Manager, after consultation with and approval of with the City Council, shall give the Employee written notice of his decision to terminate or discipline and state the reasons therefore. A statement that the City Manager desires a new or different leadership style shall not be construed to imply that the employee has performed incompetently or improperly.
2. The written notice shall specify that the Employee may request an opportunity to respond to the charges before a neutral fact-finder, including an opportunity to tell his or her side of the story or to clear his or her name.

To minimize expense and delay, the parties agree that the Employee will select one council member, the City Manager will select one council member, and the two council members will select a third council member, and that third council member will alone serve as the neutral fact-finder.

3. The hearing before the neutral fact-finder shall include the opportunity to state the reasons the employing agency should reverse the adverse decision.
4. The neutral fact-finder may receive evidence, including live sworn testimony. The hearing need not be conducted according to technical rules relating to evidence and witnesses. Any relevant evidence shall be admitted if it is the sort of evidence on which responsible persons are accustomed to rely in the conduct of serious affairs, regardless of the existence of any common law or statutory rule which might make improper the admission or evidence over objection in civil actions.
5. The neutral fact-finder shall issue a Statement of factual findings and a recommendation concerning the proposed employment action.
6. The Employee has the right to have the Statement reviewed by the City Council in closed session, upon the Employee's written request, and the Council would be free to suggest alternate employment actions to the City Manager. There is no right to an evidentiary hearing before the Council. Unless disclosed by the Employee, the Statement shall be treated as confidential document in the Employee's personnel file, and subject to disclosure only as required by law.
7. At the conclusion of the foregoing process, the City Manager will make the final decision.

Section 3

SUPPLEMENTAL BENEFITS

A. **Retirement.** Employer agrees to enroll Employee as a member of the City Retirement System upon Employee's becoming eligible to participate. City currently contracts with CALPERS for retirement of 2% @ 60 for miscellaneous employees. The City will pay the Employer's rate as prescribed by CALPERS. At this time City pays 4% of the 7% Employee PERS contribution and the employee pays 3%. City reserves the right to modify or eliminate its retirement system, provided that Employee shall be treated in any retirement plan in a manner similar to City's other department heads similarly situated.

- B. **Vacation.** Vacation credits shall accrue per the following schedule:
- i. Up to and including five years of service – 80 hours per year.
 - ii. Six years through fifteen years of service- 120 hours per year.

iii. Sixteen years of service or more - 200 hours per year.

Accrued vacation shall be credited to Employee on a bi-weekly basis. The above schedule is applicable only to completed years of full-time regular service. Partial years, or part time service, or types of employment other than full time regular service will not be considered in calculating maximum vacation hours.

Subject to the accrual limits set forth in the previous paragraph, all vacation time shall be earned and credited to the employee as of his or her anniversary date on a biweekly basis. At time of this contract employee has been employed as Senior Accountant/ Personnel officer for 8 plus years and earns the rate of 160 hours per year. This rate of vacation earnings will continue until modified as set forth in the above schedule.

The Employee may accrue no more than the maximum vacation hours shown in the following schedule:

(a) 1-5 years	150 hours
(b) 6 – 15 years	200 hours
(c) 16 or more years	250 hours

When maximum vacation hours have been accrued, no additional vacation hours will be earned until the vacation hours have been reduced to less than the maximum allowed. The employee will not be given retroactive credit for any period of time when vacation did not accrue.

The Employee may make a written request to the City Manager for permission to accrue hours in excess of the maximum to permit a scheduled surgery, extended vacation or leave, or other extraordinary circumstance. The request will be considered with the responsibilities of the position and the needs of the City as the foremost considerations

C. **Administrative Leave.** Accrual of 3.33 hours per month (40 hours per calendar year) will be added to employee's Administrative leave bank on the 1st of the month for the current month. While several days of Administrative leave may be taken at once; it should generally be taken intermittently throughout the year as it is earned. Any accrued balances as of December 31st will be zeroed out – there is no carryover of any unused hours.

C. Sick Leave. Sick leave credits shall accrue at the rate of ten (10) days per year. Sick leave may be accumulated in accordance with the City's Personnel Policies and Procedures applicable to management employees.

D. Personal Leave. The Employee may designate up to two (2) days of personal leave each year, which shall be charged against sick leave and shall not be carried over from one year to the next.

E. Fringe Benefits. Fringe benefits and working conditions applicable generally to management employees (Department Heads) of the CITY as the same now exist or hereafter may be amended, shall also apply to Employee, except where such fringe benefits and working conditions are inconsistent with the terms contained herein.

- Health Insurance – City shall provide medical, dental and vision coverage as it makes available to all full-time employees covered under the contract with the Miscellaneous Employee under the currently effective agreement with the Kerman Municipal Employees Association (KMEA), but such coverage will be modified to conform to the provisions of that agreement with the KMEA as it may be amended in the future. Coverage for the Employee will be paid by the City. Coverage for any Dependents shall be as follows:
 - Currently, Employee will pay 30% of any premium payable for dependent coverage;
- Life Insurance - City Shall provide full payment for a \$75,000 life insurance policy
- State Disability Insurance - City currently provides the full cost of SDI coverage
- Long-Term Disability (LTD) – Currently City pays 50% of a LTD Plan
- Workers' Compensation Benefits provided as State Law Requires.

F. Mileage - When the Employee utilizes her personal vehicle for authorized City business the rate of reimbursement shall be the current rate established by the IRS. Employee shall carry auto insurance as requirement by Employer and submit required Mileage documentation forms.

G. Professional Development Activities: Employer recognizes the value of providing Employee with the specialized training and professional development opportunities necessary to allow Employee to gain greater skill and efficiency in the performance of her duties. Employer shall, subject to budget limitations, pay the registration, enrollment and other related expenses of Employee for professional and official travel, meetings and occasions useful to the continued professional development of Employee and to adequately pursue necessary official and other related functions for Employer, subject to review and approval by the City Manager and budget limitations.

H. Civic Club Membership. Employer recognizes the valuable contribution to the community that accrues from Employee's participation in and before local civic, educational, charitable or similar organizations, and Employee is authorized to become a member of such civic or service clubs, for which Employer shall encourage and allow appropriate and coordinated time and involvement. Employee shall coordinate with Employer concerning the appropriate hours to devote to such involvement.

Section 4

PERFORMANCE EVALUATION

A. Annually, the City Manager and Employee shall define such goals and performance objectives which they determine necessary for proper operation of the CITY in the accomplishment of Council's policy objectives and shall also establish a relative priority among those various goals and objectives to be reduced to writing. The City Manager shall review and evaluate the performance of Employee annually in accordance with evaluation criteria developed by City Manager in consultation with the City Council.

Section 5

GENERAL PROVISIONS

A. Validity of Agreement; Severability. If any provision or any portion thereof contained in this Agreement is held to be unconstitutional, invalid or unenforceable, the remainder of this Agreement or portion thereof is deemed to be severable, and shall remain in full force and effect.

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

C. Construction. Headings at the beginning of each section and subsection are solely for the convenience of the parties and are not a part of and shall not be used to interpret this Agreement. The singular form shall include plural and vice versa. This Agreement shall not be construed as if it had been prepared by one of the parties, but rather as if both parties have prepared it. Unless otherwise indicated, all references to sections are to this Agreement.

D. Modifications Must Be In Writing and Authorized by the City Council. This Agreement may be modified or amended only by a writing duly authorized and executed by both parties. It may not be amended or modified by oral agreements or understanding between the parties. The form of this Agreement has been approved by the City Council of the City of Kerman, and the City Manager has been authorized to enter into this employment agreement in accordance with this form pursuant to the Council's Resolution adopted on February 19, 2014. Any modification or amendment thereto shall only be effective if authorized by the City Council of the City of Kerman.

E. Attorney's Fees. If either party commences an action against the other to enforce this Agreement, or because of the breach by either party of this Agreement, the prevailing party in this action shall be entitled to recover attorney fees and costs incurred in connection with the prosecution or defense of this action, including any appeal of the action, in addition to all other relief. Prevailing party within the meaning of this Section shall include, without limitation, a party who successfully brings an action against the other party for sums allegedly due or performance of covenants allegedly breached, or that party who obtains substantially the relief sought in the action.

Dated this ____ Day of _____, 2014

CITY OF KERMAN

BY: _____
Luis Patlan, City Manager

EMPLOYEE

BY: _____
Toni Jones

Approved as to Form:

Mark A. 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
Vacant

DEPARTMENT: CITY CLERK
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: FEBRUARY 19, 2013

To: Mayor and City Council
From: Marci Reyes
Subject: Participation in Fresno County's Urban County Community Development Block Grant (CDBG) Program for Program Years 2015-16, 2016-17 and 2017-18

RECOMMENDATION

Council adopt resolution approving participation in a Joint Powers Agreement (JPA) for Purposes of Administering the CDBG Program for Program Years 2015/16, 2016/17, 2017/18.

EXECUTIVE SUMMARY

The City of Kerman has participated in a JPA with the County of Fresno and other cities for Urban County entitlement status with the U.S. Department of Housing and Urban Development (HUD) in order to receive entitlement grant funds under the Federal CDBG and related Home Investment Partnerships Act (HOME) Programs since its inception in Fresno County.

Every three years the County of Fresno and its partner cities must requalify, each city must send a Resolution notifying the County of the City's official decision to participate in the County's program.

OUTSTANDING ISSUES

The CDBG program has funded: Del Norte sewer line, 1st Street & Del Norte storm drain improvements, California Ave. drainage, numerous curb and sidewalk (return to curb) ADA improvements, and partial funding for the Community/Teen Center over the years.

The three-year agreement to extend the JPA with the County and other participating cities provides for planning. Two future projects include Katie's Kids Park restrooms and B Street Park equipment.

DISCUSSION

At this time, HUD has not yet identified any new requirements for urban requalification; therefore, no changes to the JPA are expected for the new three-year period. According to Fresno County, they anticipate receiving notice of any new HUD requirements in April and at that time a final JPA will be sent for signatures. If there are any changes to the current JPA, the changes will be highlighted in the final JPA.

FISCAL IMPACT

Currently we receive about \$130,000 per year in grand funding.

PUBLIC HEARING

None

REASON FOR RECOMMENDATION

Without the participation in the JPA the City would have to compete for grants and funding on a State level, which are very difficult to acquire.

The City of Kerman has benefited from being a participant in Fresno County's Urban County CDBG Program and many projects have been completed due to our participation.

Attachments:

- A. Resolution
- B. Current JPA

Attachment 'A'

RESOLUTION NO. 14-__

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING PARTICIPATION IN A JOINT POWERS AGREEMENT (JPA) FOR PURPOSES OF ADMINISTERING THE COMMUNITY DEVELOPMENT BLOCK GRANT PROGRAM FOR PROGRAM YEARS 2015/16, 2016/17, 2017/18

WHEREAS, the County of Fresno and some of the cities therein, by joining in a combined effort under the terms of a Joint Powers Agreement (JPA) , qualify as an urban county for grants under the Housing and Community Development Act of 1974, as amended; and

WHEREAS, the City Council has given conceptual agreement to participate and the City of Kerman continues membership and association with other cities and County in a JPA.

NOW, THEREFORE BE IT RESOLVED by the City Council of the City of Kerman that the Joint Powers Agreement by and between the County of Fresno and the incorporated cities of Coalinga, Fowler, Kerman, Kingsburg, Mendota, Reedley, Sanger and Selma therein, for the purpose of qualifying for Community Development Block Grants (CDBG) and for the administration of applications, allocations, and distributions of funds received in the CDBG programs, and is hereby approved; and

BE IT FURTHER RESOLVED that the City Manager is authorized to sign the Joint Powers Agreement on behalf of the City.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 19th day of February, 2014, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

Gary Yep
Mayor

Marci Reyes
City Clerk

Attachment 'B'

AGT. # 11-449

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JOINT POWERS AGREEMENT FOR HOUSING AND
COMMUNITY DEVELOPMENT

THIS AGREEMENT, herein after referred to as the Agreement made this 21st
day of June, 2011, by and between the COUNTY OF FRESNO, a political subdivision
of the State of California, hereinafter referred to as the "COUNTY", and the
incorporated CITIES OF KERMAN, KINGSBURG, MENDOTA, REEDLEY, SANGER
and SELMA all being municipal corporations of the State of California, and located
within the boundaries of the County of Fresno, hereinafter referred to as
"CITY"/"CITIES":

WITNESSETH

WHEREAS, the COUNTY and the CITIES desire to engage in housing and
community development activities as authorized under the Housing and Community
Development Act of 1974, as amended, and hereafter referred to as the "ACT"; and

WHEREAS, the ACT requires that certain cooperation agreements be entered
into between the COUNTY and the CITIES for a period of three years in order to
implement the provisions and terms of said ACT; and

WHEREAS, the COUNTY and the CITIES are public agencies under the
provisions of Section 6500 of the Government Code of the State of California, and
each is authorized by law to enter into joint powers agreements; and

WHEREAS, the COUNTY and the CITIES are individually authorized by law to
engage in housing and community development activities; and

WHEREAS, the COUNTY and the CITIES do hereby find and determine that it
is in the best interest of the residents of the unincorporated area of the COUNTY and
of the CITIES that housing and community development activities be performed jointly
in accordance with the provisions of this Agreement in that the U.S. Department of
Housing and Urban Development (HUD) recommends the expenditure of funds for
such purpose on a regional basis; and

1 WHEREAS, the COUNTY requalified for entitlement status as an urban county
2 to administer and implement the Community Development Block Grant (CDBG),
3 HOME Investment Partnerships (HOME) and Emergency Solutions Grant (ESG)
4 Programs for housing and community development activities and homeless services
5 for each of the participating parties to this Agreement in accordance with the provisions
6 of the ACT; the laws of the State of California; and the terms and conditions hereinafter
7 provided.

8 NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

9 1. The parties to this Agreement pursuant to the requirements of the ACT,
10 agree to take all required actions to comply with the urban county's certification
11 required by Section 104(b) of Title I of the Housing and Community Development Act
12 of 1974, as amended, including Title VI of the Civil Rights Act of 1964, the Fair
13 Housing Act, Section 109 of Title I of the Housing and Community Development Act of
14 1974, National Environmental Policy Act of 1969, Executive Order 11988, 24 CFR 570
15 pertaining to the CDBG Program regulations and other applicable laws.

16 2. The COUNTY is responsible for program administration and
17 implementation; determining needs; setting goals; preparing and submitting a five-year
18 Consolidated Plan, annual Action Plan, Consolidated Annual Performance and
19 Evaluation Report, and all required assurances or certifications to HUD, and has the
20 final authority for approving CDBG, HOME Investment Partnerships and ESG Program
21 activities and priorities.

22 3. The parties to this Agreement pursuant to the requirements of the ACT
23 agree to cooperate to undertake, or assist in undertaking, community renewal and
24 lower-income housing assistance activities.

25 4. The parties to this Agreement understand the COUNTY is prohibited from
26 funding activities or supporting any CITY that does not affirmatively further fair housing
27 within its own jurisdiction or that impedes the COUNTY's actions to comply with its fair
28 housing certification. Pursuant to the ACT, the CITIES have adopted and are

1 enforcing:

2 a. A policy prohibiting the use of excessive force by law enforcement
3 agencies within their jurisdictions against any individuals engaged in non-violent civil
4 rights demonstrations.

5 b. A policy of enforcing applicable state and local laws against
6 physically barring entrance to or exit from a facility or location which is the subject of
7 such non-violent civil rights demonstrations within their jurisdictions.

8 5. The CITIES do not have the power to veto or otherwise restrict, obstruct
9 implementation, or withhold support to the community development and housing
10 assistance activities referred to in the Consolidated Plan and annual Action Plan, for
11 any program year covered by this Agreement and/or such additional time as may be
12 required for the expenditure of funds granted to the COUNTY for such period.

13 6. It is understood and agreed that pursuant to the ACT, the participating
14 CITIES shall not be entitled to make separate applications for CDBG funds under the
15 State's Small Cities CDBG Program during the period in which the CITIES are
16 participating in the COUNTY's CDBG Program. Furthermore, the CITIES may not
17 participate in a HOME consortium except through the COUNTY regardless of whether
18 the COUNTY receives a HOME formula allocation. Nothing herein shall be construed
19 as limiting in any manner the powers of any of the respective parties to initiate and
20 complete a local activity within their respective jurisdiction with their own funds.

21 7. The allocation of funds for annual expenditures on CDBG activities shall
22 be shared on a proportionate basis determined by an allocation formula, after the
23 COUNTY's cost for implementing the CDBG Program has been subtracted, not to
24 exceed the maximum 20% administrative cap. Such allocation formula shall be based
25 upon the formula prescribed by the ACT.

26 However, it is understood and agreed that any proposed expenditure is
27 subject to the condition that a different distribution of funds may occur at the
28 COUNTY's discretion when made necessary to comply with the ACT, including but not

1 limited to regulatory expenditure requirements.

2 8. Each CITY is considered a subrecipient of CDBG funds and is subject to
3 the requirements for subrecipients. Before disbursing CDBG funds to a subrecipient,
4 the COUNTY shall prepare a written Agreement in accordance with federal regulations
5 and execute such Agreement with the subrecipient. The Agreement shall remain in
6 effect during any period that the subrecipient has use of CDBG funds, including
7 program income.

8 9. Each CITY in formulating its annual application to expend CITY allocated
9 CDBG funds shall conduct at least one annual public meeting to provide its residents
10 an opportunity to participate in the recommendation of activities for the CDBG
11 Program. Such meetings shall be conducted whenever a participating CITY intends to
12 seek approval for an activity to be funded with CDBG funds. If a CITY intends to
13 continue with a multi-year activity that was approved as a multi-year activity during a
14 prior year, then said public meeting may be waived. Each of the participating CITIES
15 shall provide reasonable notice to its residents of said meetings and shall make efforts
16 to disseminate information to the public concerning a particular activity.

17 10. Each CITY agrees to develop and complete eligible program activities in
18 a timely manner so that the Urban County CDBG Entitlement Program will comply with
19 federal expenditure requirements.

20 11. Each CITY agrees to submit application(s) for eligible CDBG activities no
21 later than July 31st prior to the start of each program year. Should a CITY not submit
22 an application for an eligible activity by the July 31st date, and/or make substantial
23 progress toward completion of an eligible activity during the program year in which the
24 funds are allocated, upon mutual agreement by the staff of all the parties, the
25 COUNTY shall redistribute funds to another participating CITY/CITIES with an eligible
26 activity ready to commence.

27 12. If a CITY's CDBG funds are advanced to another participating
28 CITY/CITIES in order to accelerate expenditures, including but not limited to meet

1 requirements for timeliness of expenditures, the CITY advancing funds shall be
2 reimbursed by the recipient of those funds with the recipient's next program year
3 allocation.

4 13. If a CITY, due to unforeseen and uncontrollable circumstances, cannot
5 comply with the time schedule within an executed project agreement, the schedule for
6 the activity may be extended by the COUNTY.

7 14. Any CDBG funds remaining available to any CITY and not allocated
8 during the term of this Agreement to an activity upon which substantial progress is
9 being made, will no longer be available to that CITY should that CITY not enter into the
10 next succeeding Joint Powers Agreement. Such CDBG funds shall be distributed to
11 the COUNTY and the then-participating CITIES of that Joint Powers Agreement, based
12 upon the formula established by the ACT. Determination regarding substantial
13 progress shall be made by the COUNTY in its sole discretion.

14 15. The COUNTY agrees to make HOME funds available for eligible housing
15 activities within the jurisdictions of the CITIES as well as within the unincorporated
16 area. HOME funds will be provided to eligible residents, institutions and agencies for
17 eligible housing activities approved by the Board of Supervisors, on a first-come, first-
18 served basis.

19 16. The COUNTY shall use its ESG funds for the residents of the
20 unincorporated area of the COUNTY and of the CITIES, though service points may be
21 centrally located. ESG shall be administered through the COUNTY's Department of
22 Social Services. It is understood and agreed that the CITIES may not apply for and do
23 not receive a formula allocation under the Federal ESG Program. Furthermore,
24 CITIES participating in the Urban County program do not receive individual allocations
25 of ESG funds. However, nothing herein shall be construed as limiting in any manner
26 the powers of any of the respective parties to initiate a separate application for ESG
27 funds under the State's ESG Program, if allowed by the State.

28 17. The COUNTY shall make available to each CITY any special funding

1 allocations that may be based on the CITIES' participation with the COUNTY in the
2 CDBG Program. These programs may include, but shall not be limited to, the HOME
3 Investment Partnerships Program and special allocations of CDBG funds that exceed
4 the annual entitlement provided through this Agreement during the term of this
5 Agreement.

6 18. The COUNTY shall be responsible for monitoring and reporting to HUD
7 the use of any program income generated from activities funded by this Agreement.

8 19. The reporting obligation of the CITIES pursuant to the ACT shall include
9 the following:

10 a. A participating CITY must inform the COUNTY when any program
11 income is generated by the expenditure of CDBG funds.

12 b. In the event of close-out of the CDBG Program or a change in
13 status of a participating CITY, each participating CITY must inform the COUNTY of any
14 CDBG generated program income received prior to or subsequent to the close-out or
15 change in status of a participating CITY.

16 c. Any program income generated by a CITY CDBG-funded activity
17 must be paid to the COUNTY. The COUNTY shall credit the amount to that CITY'S
18 CDBG allocation for use on subsequent CITY CDBG eligible activities in accordance
19 with federal requirements; provided that, the CITY is participating in the COUNTY'S
20 CDBG Program at the time the program income is generated.

21 d. If the CITY is not participating in the COUNTY's CDBG Program at
22 the time the program income is generated, the COUNTY is not obligated to credit the
23 amount to that CITY'S CDBG allocation for use on subsequent CITY CDBG eligible
24 activities should that CITY return to the COUNTY'S CDBG Program.

25 e. CDBG program income will be made available to a CITY either
26 upon receipt by the COUNTY or not later than the subsequent program year.

27 20. Each participating CITY shall notify the COUNTY whenever there is any
28 modification or change in the use of any real property acquired or improved in whole or

1 in part using CDBG funds. If real property acquired or improved with CDBG funds is
2 sold by a CITY for a use which does not qualify under the CDBG program, the CITY
3 shall reimburse the COUNTY in an amount equal to the current fair market value less
4 any portion thereof attributable to expenditures of non-CDBG funds. It is therefore
5 understood and agreed that pursuant to the ACT:

6 a. These requirements shall continue in effect for the life of the
7 improvements.

8 b. In the event the CDBG Program is closed-out or there is a change
9 in status of the cooperation agreement between the COUNTY and participating CITY,
10 the requirements of this Section shall remain in effect for activities funded with CDBG
11 funds, unless action is taken by the federal government to relieve the COUNTY and
12 the participating CITIES of these obligations.

13 c. If a CITY is required to repay the COUNTY for reasons described
14 in this Section of the Agreement, the COUNTY shall make the repaid funds available to
15 that CITY for eligible CDBG activities in accordance with federal requirements;
16 provided that, the CITY is participating in the COUNTY's CDBG Program at the time of
17 the reimbursement.

18 d. If the CITY is not participating in the COUNTY's CDBG Program at
19 the time the income is generated, the COUNTY is not obligated to credit the amount to
20 that CITY'S CDBG allocation.

21 21. The term of this Agreement shall commence on July 1, 2012 and shall
22 terminate on June 30, 2015. This Agreement remains in effect until the CDBG, HOME
23 and ESG funds and program income received with respect to activities carried out
24 during the three-year qualification period are expended and the funded activities
25 completed. No parties to this Agreement may withdraw from, be released from, or
26 terminate this Agreement while the Agreement remains in effect. All parties to this
27 Agreement are participants in the preparation of the COUNTY's five-year Consolidated
28 Plan, annual Action Plan, and Consolidated Annual Performance and Evaluation

1 Report, and are obligated through the three-year program which includes said
2 documents.

3 22. Notwithstanding the date of execution of the Agreement it shall be
4 effective on July 1, 2012. Each CITY shall sign the Agreement prior to the COUNTY.
5 The COUNTY shall insert the date it signs the Agreement on page 1, lines 4-5. The
6 COUNTY shall insert names of all participating CITIES on page 1, lines 7 and 8.

7 23. This Joint Powers Agreement shall be binding upon the parties hereto
8 and their successors and assigns.

9 24. It is understood that there may be a number of duplicate originals of this
10 Agreement and the signature of any representative member on any one Agreement
11 shall be deemed applicable to all such duplicated originals. Additionally, this
12 Agreement may be executed in any number of counterparts, each of which shall be
13 deemed an original. The parties agree that the County may assemble together in the
14 original agreement to be provided to the County Board of Supervisors for signature,
15 one original signature page from each city, to form a total original to be signed by the
16 County Board of Supervisors.

17 25. Each party to this Agreement shall indemnify, defend and hold harmless
18 the other parties, their officers, agents, employees and representatives, from any and
19 all loss, liability, costs, expenses and damage to persons or property, and from any
20 and all claims, demands and actions in law or equity (including attorney's fees and
21 legal expenses) arising or alleged to have arisen directly from the wrongful act caused
22 by its respective activities pursuant to this Agreement.

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IN WITNESS WHEREOF, the parties hereto have caused this Joint Powers Agreement to be executed as of the date and year first above written.

REVIEWED AND RECOMMENDED FOR APPROVAL

COUNTY OF FRESNO

By Alan Weaver
Alan Weaver, Director
Department of Public Works
and Planning

Phil Larson
Phil Larson, Chairman
Board of Supervisors 6/2/11

APPROVED AS TO ACCOUNTING FORM

ATTEST: Bernice E. Seidel, Clerk
Board of Supervisors

By Vicki Crow
Vicki Crow, C.P.A.
Auditor-Controller/Treasurer-Tax
Collector

Kelley McCreary
Deputy

APPROVED AS TO LEGAL FORM
KEVIN B. BRIGGS, COUNTY COUNSEL

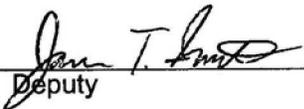
By Kevin B. Briggs
Deputy

FUND NO: 0001
SUBCLASS: 10000
ORG NO: 7205
ACCOUNT: 7885

AW:JN:ee
G:\7205ComDev\Agendas-Agreements\JPA (FY 12-15) -2- 11.doc
May 10, 2011

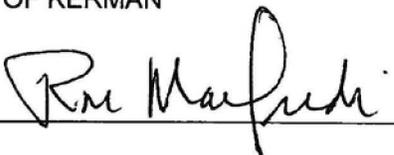
1 I HEREBY CERTIFY that the terms and provisions of this Agreement are fully
2 authorized under the laws of the State of California and all local laws and that this
3 Agreement provides full legal authority for the COUNTY to undertake, or assist in
4 undertaking, essential community renewal and lower income housing assistance
5 activities.

6
7
8 KEVIN B. BRIGGS, COUNTY COUNSEL

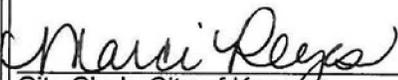
9 By 
10 Deputy

1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

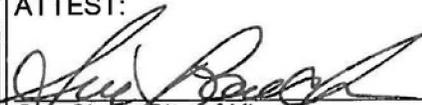
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4 CITY OF KERMAN

5 By 

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8 ATTEST:

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10 City Clerk, City of Kerman

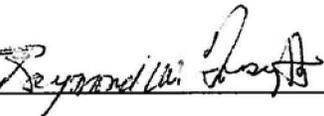
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT
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4 CITY OF KINGSBURG
5 By 
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8 ATTEST:
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10 City Clerk, City of Kingsburg
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT
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4 CITY OF MENDOTA
5 By 
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8 ATTEST:
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10 City Clerk, City of Mendota
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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF REEDLEY

5 By 
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8 ATTEST:

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10 _____
11 City Clerk, City of Reedley

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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF SANGER

5 By 
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8 ATTEST:

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10 _____
11 City Clerk, City of Sanger

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1 JOINT POWERS AGREEMENT FOR HOUSING AND
2 COMMUNITY DEVELOPMENT

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4 CITY OF SELMA

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6 By _____



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8 ATTEST:

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10 Melania A. Carter
City Clerk, City of Selma

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MAYOR
Gary K. Yep

MAYOR PRO-TEM
Doug Wilcox

COUNCIL MEMBER
Raj Dhaliwal

COUNCIL MEMBER
Nathan Fox

COUNCIL MEMBER
Vacant

DEPARTMENT: PUBLIC WORKS
STAFF REPORT

CITY COUNCIL MEETING

COUNCIL MEETING DATE: FEBRUARY 19, 2014

To: Mayor and City Council
From: Gary D. Horn, City Engineer
Subject: Resolution Approving Property Acquisition at the Southeast Corner of Whitesbridge Road and Vineland Avenue for the Traffic Signal Project from the Sidhu Family Trust

RECOMMENDATION

Council adopt the attached Resolution approving the acquisition of two parcels for street right of way for \$60,000 from the Sidhu Family Trust for the construction of a traffic signal at the ultimate location at the southeast corner of Whitesbridge Road and Vineland Avenue.

EXECUTIVE SUMMARY

On November 6, 2013, the Council authorized our right of way agent to offer to purchase easements from the Sidhu family at the appraised value at \$50,100. Through subsequent negotiations, the Sidhu family has agreed to accept \$60,000 for the right of way.

OUTSTANDING ISSUES

We need to move forward with the project to use our Federal funding in a timely manner, or about \$109,000 could be lost. Caltrans has told us we need to start construction in the next 6 months. We still believe it is in the City's best interest to construct the signal at the ultimate location to facilitate future development at this important intersection.

DISCUSSION

The appraised values for the property to be acquired are \$50,100. The City is using Federal funds for a portion of the funding and must follow Federal property acquisition guidelines. Those guidelines allow the property owner to be compensated by the City for an additional appraisal performed by a qualified appraiser of his choice. Initially, the Sidhu family stated that they wanted to exercise that option. The cost of the appraisal performed by the City was \$4,800 and took about 3 months to complete. The additional cost of \$9,900 to purchase the right of way is a reasonable alternative to spending the additional time and expense for the second appraisal.

The construction of the new traffic signal on this corner at the ultimate location will make this corner more developable, and will hopefully lead to new construction on this prominent gateway into the City. The acquisition will require the removal of the northwest corner of the existing building and construction of a new wall at a diagonal behind the curb ramps.

FISCAL IMPACT

The additional cost of the right of way acquisition was not budgeted

PUBLIC HEARING

Not Required

REASON FOR RECOMMENDATION

We believe that the acquisition of the Sidhu right of way to allow the construction of the traffic signal at the permanent location is in the best interest of the City to facilitate the future development at an important corner along a major arterial entering the City. A timely completion of the property acquisition is needed to preserve Federal funding and move the project forward.

Attachments:

- A. Resolution w/Exhibit
- B. Maps

ATTACHMENT 'A'

RESOLUTION NO. 14-___

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
APPROVING THE PURCHASE OF RIGHT OF WAY FOR THE WHITESBRIDGE & VINELAND TRAFFIC SIGNAL
PROJECT AND ACCEPTING THE RIGHT OF WAY FOR PUBLIC STREET AND UTILITY PURPOSES**

WHEREAS, the City of Kerman is proposing to construct a traffic signal at the intersection of Whitesbridge Road and Vineland Avenue; and

WHEREAS, right of way acquisition is required from property owners within the project limits as described in attached Exhibit "A"; and

WHEREAS, the City of Kerman conformed with all of the Federal guidelines and requirements for the acquisition of right of way; and

WHEREAS, the City of Kerman made a formal offer to the property owners for the acquisition of right of way and those offers have been approved by the property owners: Jagrup S. Sidhu and Sukhdev K. Sidhu, as Co-trustees of the J. S. and S. K. Sidhu Family Revocable Trust dated November 10, 2009, APN 023-220-01S, in the amount of \$60,000; and

WHEREAS, the City Engineer recommends the approval of the purchase of right of way from the property owners listed, for the formal offer value listed.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN HEREBY APPROVES the purchase of right of way from Jagrup S. Sidhu and Sukhdev K. Sidhu, as Co-trustees of the J. S. and S. K. Sidhu Family Revocable Trust dated November 10, 2009 for \$60,000 and authorizes the City Manager to sign the Real Property Purchase and Sale Agreement and any associated escrow instructions for the acquisition of the property on behalf of the City, and to take such further actions as may be consistent with this Resolution and the Real Property Purchase and Sale Agreement.

BE IT FURTHER RESOLVED that the Council hereby accepts on behalf of the public for public street and utility purposes the rights of way so acquired that are dedicated to the City of Kerman and directs that the City Clerk affix a certificate of acceptance to the Deed of Easement attesting to this resolution.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 19th 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'

Caltrans Parcel

All that portion of the Northeast quarter of Fractional Section 7, Township 14 South, Range 18 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Kerman, County of Fresno, State of California, described as follows:

BEGINNING at the most Southerly corner of the land described in the Original Highway Easement Deed recorded May 5, 1993 as Document No. 93066732, Official Records of Fresno County, said corner being a point on a line 20.00 feet East of and parallel with the West line of said Northeast quarter; thence along the Southwesterly and South line of the land described in said Document No. 93066732, the following two courses:

1) North 26°50'06" East, 53.88 feet to a point on a line 40.00 feet South of and parallel with the North line of said Northeast quarter; thence
 2) North 89°59'03" East, 102.83 feet along said parallel line to its intersection with the East line of the West 147.00 feet of said Northeast quarter; thence
 South 0°11'06" West, 6.00 feet along said East line to a point on a line 46.00 feet South of and parallel with the North line of said Northeast quarter; thence
 South 89°59'03" West, 80.10 feet along said parallel line; thence
 South 0°00'57" East, 9.08 feet perpendicular to the North line of said Northeast quarter; thence South 45°04'45" West, 35.32 feet to a point on a line 42.00 feet East of and parallel with the West line of said Northeast quarter; thence
 South 0°11'06" West, 8.13 feet along said parallel line; thence
 South 89°48'54" West, 22.00 feet perpendicular to the West line of said Northeast quarter to the **POINT OF BEGINNING**.

Contains an area of 1,644.6 square feet more or less.

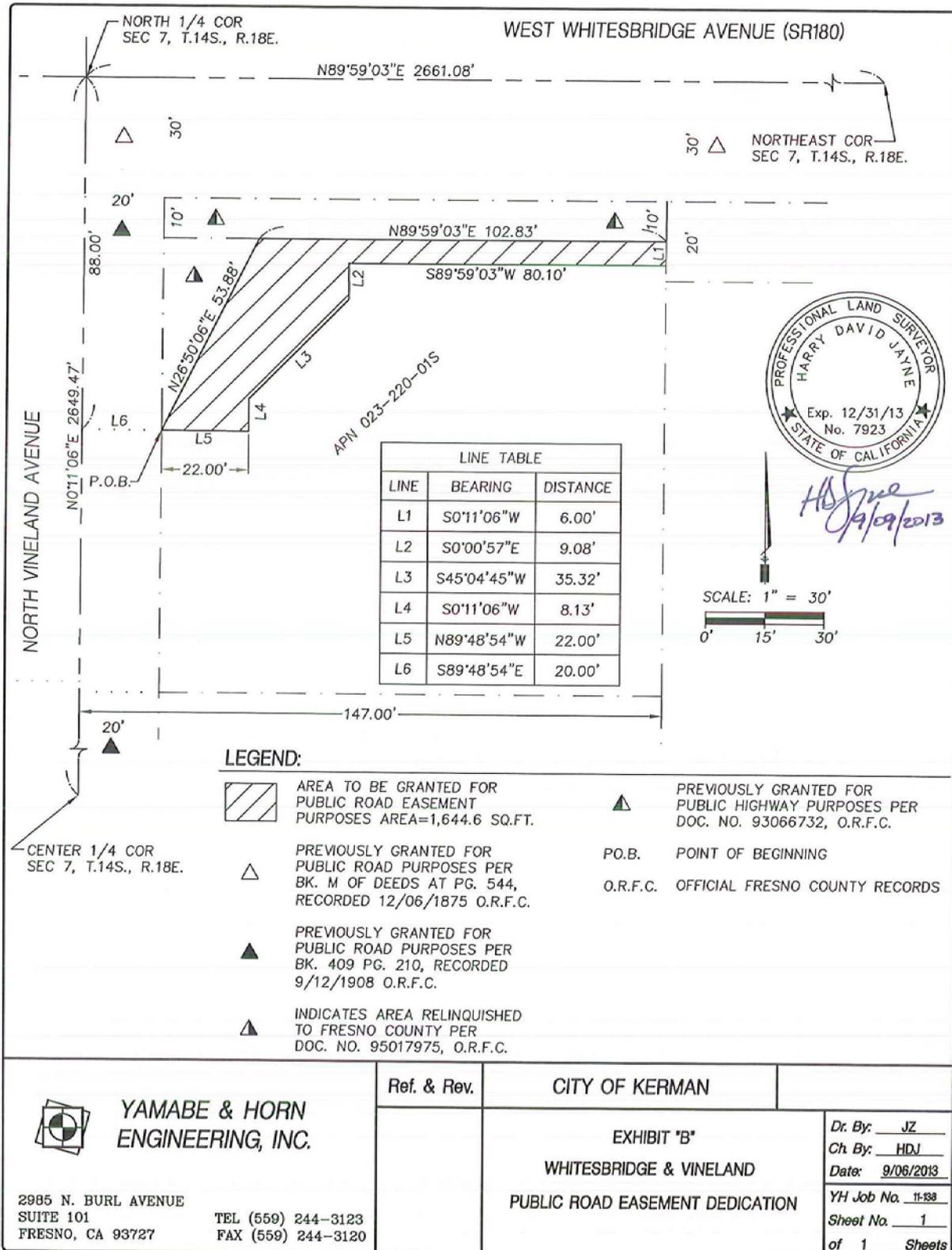
City of Kerman Parcel

All that portion of the Northeast quarter of Fractional Section 7, Township 14 South, Range 18 East, Mount Diablo Base and Meridian, according to the Official United States Government Township Plat thereof, in the City of Kerman, County of Fresno, State of California, described as follows:

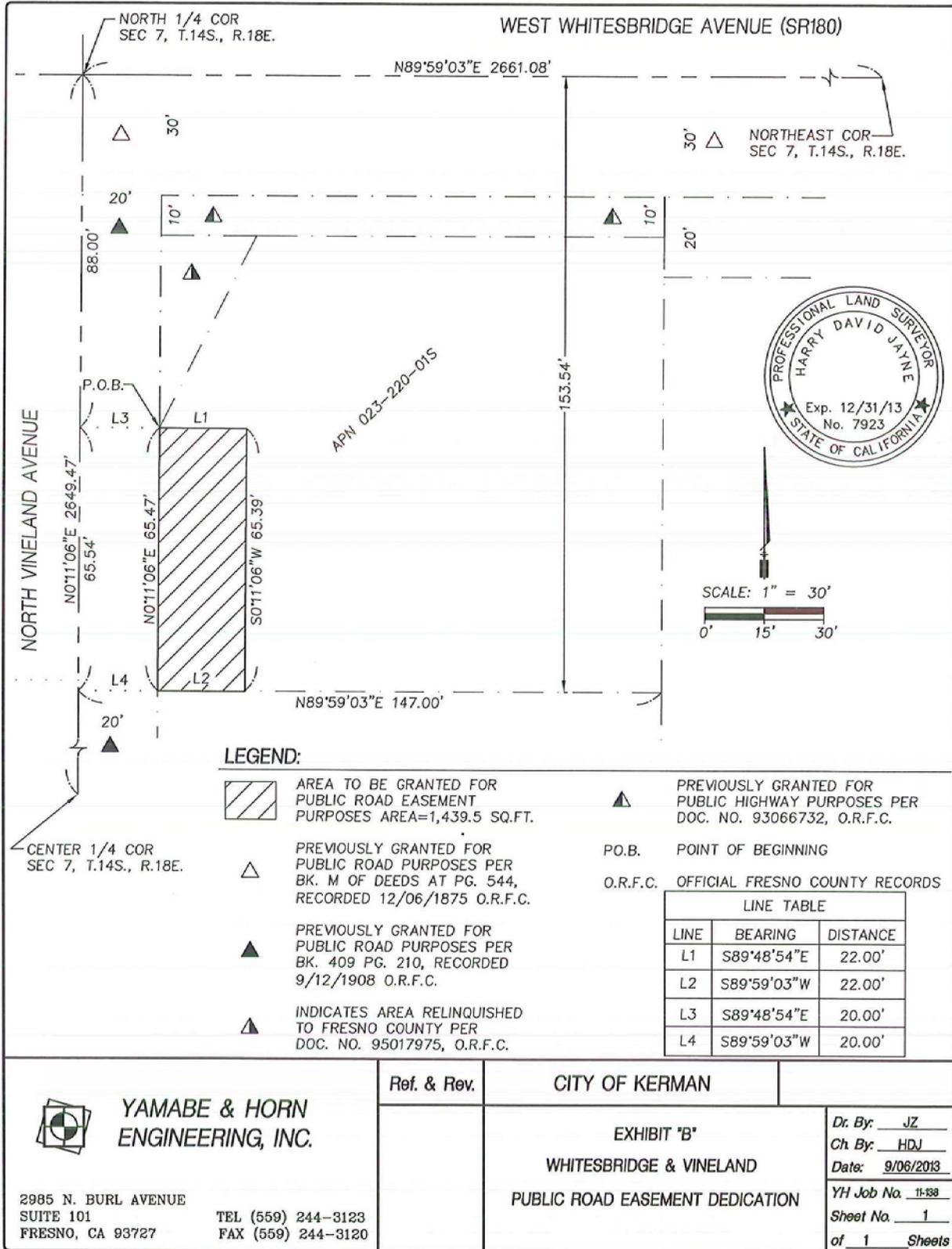
BEGINNING at the most Southerly corner of the land described in the Original Highway Easement Deed recorded May 5, 1993 as Document No. 93066732, Official Records of Fresno County, said corner being a point on a line 20.00 feet East of and parallel with the West line of said Northeast quarter; thence
 South 89°48'54" East, 22.00 feet perpendicular to said West line, to a point on a line 42.00 feet East of and parallel with said West line; thence
 South 0°11'06" West, 65.39 feet along said parallel line to its intersection with the South line of the North 153.54 feet of said Northeast quarter; thence
 South 89°59'03" West, 22.00 feet along said South line to a point on a line 20.00 feet East of and parallel with the West line of said Northeast quarter; thence
 North 0°11'06" East, 65.47 feet along said parallel line to the **POINT OF BEGINNING**.

Contains an area of 1,439.5 square feet more or less.

Attachment 'B'



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F:\2011\11-138\dwg\Exhibits\11-138_02-SECRECON.dwg

**CITY OF KERMAN
CD/Securities Portfolio
As of January 31, 2014**

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	99,044.55	1,160.86
Scotiabank De Puerto Rico	615-030525-245	1.40%	3/11/11	3/11/14	196,000.00			196,000.00	196,172.48	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	248,590.24	1,678.59
GE Capital Financial	615-030525-245	1.45%	5/13/11	5/13/14	248,000.00			248,000.00	248,657.20	1,812.78
American Express Centurion Bank	615-030525-245	1.20%	8/11/11	8/11/14	52,000.00			52,000.00	52,260.00	309.44
CIT Bank	615-030525-245	1.15%	8/10/11	8/11/14	46,000.00			46,000.00	46,230.46	262.33
World Financial Network NB	615-030525-245	1.25%	8/31/11	8/29/14	200,000.00			200,000.00	200,574.00	1,465.76
Ally Bank	615-030525-245	1.75%	10/8/10	10/8/14	100,000.00			100,000.00	100,945.00	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	99,721.71	748.60
GE Money Bank	615-030525-245	1.70%	11/5/10	11/5/14	97,000.00			97,000.00	97,823.53	831.28
GE Money Bank	615-030525-245	1.70%	1/21/11	1/21/15	100,000.00			100,000.00	101,007.00	843.01
State Bank of India	615-030525-245	2.00%	3/24/11	3/24/15	98,000.00			98,000.00	99,409.24	988.05
Ally Bank, Midvale	615-030525-245	1.80%	6/8/11	6/8/15	147,000.00			147,000.00	149,503.41	1,326.62
EverBank	615-030525-245	0.70%	12/14/12	6/15/15	98,000.00			98,000.00	98,392.00	343.94
Mercantile Bank of Michigan	615-030525-245	2.00%	1/21/11	7/21/15	150,000.00			150,000.00	152,875.50	3,000.00
GE Money Bank	615-030525-245	1.50%	8/5/11	8/5/15	50,000.00			50,000.00	50,555.00	371.92
Sallie Mae Bank	615-030525-245	1.10%	8/8/12	8/10/15	97,000.00			97,000.00	97,657.66	529.12
Safra National Bank	615-030525-245	0.70%	8/15/13	8/17/15		100,000.00		100,000.00	99,899.00	-
Discover Bank	615-030525-245	1.55%	9/14/11	9/14/15	99,000.00			99,000.00	100,835.46	773.56
State Bank of India	615-030525-245	2.25%	9/29/10	9/29/15	100,000.00			100,000.00	102,338.00	1,134.25
Lake City Bank	615-030525-245	0.55%	1/29/14	1/29/16	95,000.00			95,000.00	94,651.35	-
Discover Bank Greenwood	615-030525-245	1.35%	2/1/12	2/1/16	51,000.00			51,000.00	51,905.25	341.42
Goldman Sachs Bank	615-030525-245	1.40%	2/1/12	2/1/16	48,000.00			48,000.00	48,517.92	333.24
Doral Bank	615-030525-245	0.70%	6/12/13	6/13/16	149,000.00			149,000.00	148,286.29	522.93
Doral Bank San Juan PR	615-030525-245	1.20%	6/28/12	6/28/16	99,000.00			99,000.00	99,811.80	595.63
State Bank of India	615-030525-245	2.00%	8/12/11	8/12/16	47,000.00			47,000.00	48,025.54	466.14
Medallion Bank	615-030525-245	1.00%	8/19/13	8/19/16		100,000.00		100,000.00	99,963.00	-
Goldman Sachs Bank USA	615-030525-245	1.85%	8/31/11	8/31/16	200,000.00			200,000.00	203,870.00	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	52,883.40	341.84
Firstbank of Puerto Rico	615-030525-245	0.90%	3/1/13	3/1/17	196,000.00			196,000.00	194,982.76	1,034.25
CIT Bank	615-030525-245	0.90%	3/27/13	3/27/17	98,000.00			98,000.00	97,515.88	444.62
American Express Centurion Bank	615-030525-245	1.70%	7/26/12	7/26/17	98,000.00			98,000.00	98,683.06	1,666.00
Sallie Mae Bank	615-030525-245	1.70%	8/22/12	8/22/17	150,000.00			150,000.00	151,486.50	1,264.52
Bank of Baroda	615-030525-245	1.25%	3/8/13	3/8/18	248,000.00			248,000.00	244,634.64	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	245,041.36	1,243.40
American Express Centurion Bank	615-030525-245	1.15%	5/16/13	5/16/18	98,000.00			98,000.00	96,024.32	568.13
Compass Bank	615-030525-245	1.70%	7/31/13	7/31/18		97,000.00		97,000.00	97,070.81	831.28
	Average Rate	1.60%								
Subtotal - CD's					4,839,000.00	(21,000.00)	-	4,598,000.00	4,614,845.32	39,741.24

CITY OF KERMAN
 CD/Securities Portfolio
 As of January 31, 2014

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	4,814,845.32	41,092.25
Chandler Asset Management										
Beginning Balance					-			-		
Interest (City of Kerman)					149,068.80			149,068.80	149,068.80	
Interest								-		
Chandler Ending Balance					149,068.80	-	-	149,068.80	149,068.80	-
Central Valley Money Market Acct 015030960										
Beginning Balance			6/30/13		3,014,204.30			3,014,204.30		
Interest			7/31/13			383.99		383.99		383.99
			8/31/13			305.31		305.31		305.31
			9/30/13			156.88		156.88		156.88
			10/31/13			142.77		142.77		142.77
			11/30/13			206.06		206.06		206.06
			12/31/13			189.38		189.38		189.38
			1/31/14			176.24		176.24		176.24
Transfers In/(Out)			8/12/13			(280,000.00)		(280,000.00)		
			8/16/13			(100,000.00)		(100,000.00)		
			8/19/13			(100,000.00)		(100,000.00)		
			8/22/13			(800,000.00)		(800,000.00)		
			8/28/13			(100,000.00)		(100,000.00)		
			9/11/13			(250,000.00)		(250,000.00)		
			10/3/13			(150,000.00)		(150,000.00)		
			10/29/13			500,000.00		500,000.00		
			11/1/13			250,000.00		250,000.00		
			11/14/13			(100,000.00)		(100,000.00)		
			12/13/14			(100,000.00)		(100,000.00)		
			12/17/13			(225,000.00)		(225,000.00)		
			1/31/14			750,000.00		750,000.00		
					3,014,204.30	(703,439.37)	-	2,310,764.93	2,310,764.93	1,560.63
SBI, CA Money Market Account										
Beginning Balance			6/30/13		249,133.52			249,133.52		
Interest			7/31/13			137.53		137.53		137.53
			8/31/13			137.61		137.61		137.61
			9/30/13			133.25		133.25		133.25
			10/25/13			99.13		99.13		99.13
Transfers In/(Out)								-		
			10/25/13			(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	(952,572.89)	-	2,310,764.93	2,310,764.93	2,068.15
Subtotal All City Investments					8,102,337.82	(1,193,572.89)	-	6,908,764.93	6,925,610.25	43,160.40

CITY OF KERMAN
 CD/Securities Portfolio
 As of January 31, 2014

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
			12/31/13			0.69		0.69		0.69
			1/31/14			0.69		0.69		0.69
Transfers In/(Out)								-		
								-		
								-		
Subtotal CVCB Money Market					16,361.81	4.79	-	16,366.60	16,366.60	4.79
Subtotal SBI Money Market					-	-	-	-	-	-
Ending Balance - Money Market Accts					16,361.81	4.79	-	16,366.60	16,366.60	4.79
Subtotal All Successor Agency Investments					16,361.81	4.79	-	16,366.60	16,366.60	4.79
Total Investments					8,467,768.43	(1,193,568.10)	-	7,274,200.33	7,291,045.65	43,165.19
								Market Value Adjustment	16,845.32	
								(1,193,568.10)		
								(1,193,568.10)		
								-		



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
Vacant

DEPARTMENT: CITY ATTORNEY
STAFF REPORT

CITY COUNCIL MEETING

COUNCIL MEETING DATE: FEBRUARY 19, 2014

To: Mayor and City Council
From: Mark A. Blum, City Attorney
Subject: Appointment to Fill Vacancy on Council

RECOMMENDATION

Council adopt resolution making appointment to fill vacancy on the Council created by the resignation of Charlie Jones.

EXECUTIVE SUMMARY

On January 29, 2014, Council Member Charles Jones submitted his letter of resignation from the City Council. This created a vacancy on the Council, which the remaining Members of the Council may fill by appointment or by calling for a special election within 60 days from the effective date of the resignation.

DISCUSSION

Government Code Section 36512 specifies in paragraph (b) that;

(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.

Council Member Jones submitted his letter of resignation to the City Manager on January 29, 2014. The 60th day after January 29, 2014 would be March 30, 2014. The last regularly scheduled Council meeting before the expiration of the 60 day period will be the March 19, 2014 meeting.

At the February 5, 2014 Council meeting, Council agreed to appoint a new Council Member to serve Mr. Jones' unexpired term until November, 2016, as opposed to calling an election which would mean that the Council would have only 4 members until the election results are known in early December, 2014.

Since Council decided to appoint, it could make its appointment by selecting from previous candidates or others willing to serve on the Council.

During the discussion Mr. Bill Nijjer, runner up in the 2012 election addressed the Council and expressed his desire to fill the vacancy. Mr. Nijjer followed up by submitting the attached letter of interest. In addition a letter was received on February 13, 2014 from Mr. Trinidad M. Rodriguez expressing his interest in filling the vacancy. A copy of his letter is also attached.

At this point, the Council shall consider making an appointment from the two individuals expressing an interest in the vacant seat or by any other member of the community that may be interested.

FISCAL IMPACT

Appointment to fill the vacancy will have almost no fiscal impact.

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 from Mr. Bill Nijjer
- B. Letter from Mr. Trinidad Rodriguez
- C. Resolution

Attachment 'A'



February 13, 2014

City Of Kerman
City Council
Kerman, CA 93630

Dear Mr. Mayor and Respected Councilmen:

I, Bill Nijer, formally request appointment to the vacant City Council seat vacated by Mr. Charlie Jones. As you are all aware, I was the runner up in a very tight race. Had Mr. Jones not run, I would be serving along side you all to better the City, as no other candidate campaigned. I put forth extensive time and effort to run in the last election as well as used financial resources. I am wholehearted dedicated to serving the City of Kerman with honesty and integrity.

I thank you in advance for your consideration.

Sincerely,

Bill Nijer
Bill Nijer

Attachment 'B'

Trinidad M. Rodriguez
786 S 8TH ST
Kerman, California 93630

February 13, 2014

City of Kerman
Members of the City Council
850 S Madera Avenue
Kerman, California 93630

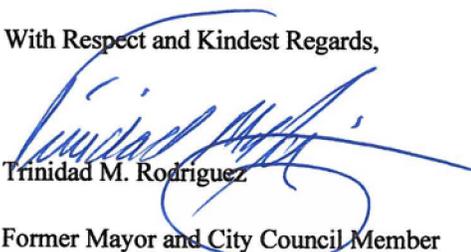
Re: Available Council Seat

Dear Member of the Kerman City Council,

This letter has prepared to announce my intention to be considered for the Kerman City Council Seat that has become available, due to the resignation of Charlie Jones.

As many of you well know, the purpose of of being interested in serving out Mr.Jones' term, has only the greatest of my heart in serving my city and community. With your generous consideration for this appointment, we can continue to develop and plan for the long term growth and sustainability of our city. I look forward to the opportunity.

With Respect and Kindest Regards,



Trinidad M. Rodriguez

Former Mayor and City Council Member

Attachment 'C'

RESOLUTION NO. 14-___

RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN
MAKING AN APPOINTMENT TO FILL A VACANCY ON THE CTY COUNCIL

WHEREAS, Council Member Charlie Jones submitted his letter of resignation as a member of the City Council to the City Manager on January 29, 2014; and

WHEREAS, Government Code Section 36512 in pertinent part specifies that:

(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.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF KERMAN DOES RESOLVE as follows:

The Council appoints _____ to the City Council to fill Mr. Jones' unexpired term through November 5, 2016.

BE IT FURTHER RESOLVED THAT the City Manager and City Staff is authorized and directed to take such actions as may be necessary or convenient to give effect to the foregoing action.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 19th day of February 2014, and passed at said regular meeting by the following votes:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby adopted.

ATTEST:

Marci Reyes
City Clerk

Gary Yep
Mayor



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

Dear Ms. Reyes:

On behalf of the California Latino Elected Officials Coalition, I am attaching a resolution concerning the proposed elimination of Fresno Counties MISP program for the Kerman City Councils' consideration.

On January 21, 2014, the Coalition met and passed a motion to oppose the County of Fresno's decision. Mayor Yep was in attendance and the members of the Coalition agreed that a resolution would be sent to each of their cities in hopes that the City Council would pass the resolution and it be sent to the Fresno County Board of Supervisors.

Should you have any questions, please feel free to contact Brenda Quintana via email at brenda@gs-pa.com or at (916) 873-2894.

Thank you for your assistance in this matter,

Sincerely,

A handwritten signature in black ink that reads "Armando Lopez".

Armando Lopez, Chairman
California Latino Elected Officials Coalition

cc: Mayor Gary Yep

RESOLUTION (DRAFT)

Whereas, the Fresno County Board of Supervisors is currently considering a proposal to significantly reduce the scope of, and possibly eliminate its Medically Indigent Services Program (MISP), a health care safety net that provides necessary, last-resort health care to nearly 20,000 low-income residents from every walk of life; and

Whereas, the quality of life for Fresno County's residents is best served by a health care safety net that covers all county residents, regardless of background, neighborhood, or community; and

Whereas, one out of four county residents live under the Federal Poverty Line, and four out of five Americans will experience poverty at some point in their lives and need temporary assistance for their health care needs;

Whereas, thousands of county residents who live and call Fresno County home, will still need access to care after California's expansion of Medi-Cal and private insurance under the Affordable Care Act (ACA); and,

Whereas, dismantling MISP will hurt the overall economic well-being of Fresno County by cutting vital, last-resort services for a population that is both economically vital to the region and the most vulnerable;

Whereas, state funding formulas allow counties to continue providing health safety net services at pre-ACA levels, and understanding that Fresno County has no legal or financial obligation to cut healthcare safety net services; and

Whereas, cutting the health care safety net will exacerbate overcrowding issues in regional emergency rooms and Federally Qualified Health Centers, raising costs and compromising access to care for residents of all walks of life;

Now, therefore, be it resolved that [ENTITY] opposes changes to the indigent care program that reduce health care access, and urges the Board of Supervisors to consider policy options that preserve current service levels to all Fresno County residents.



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
Vacant

DEPARTMENT: CITY MANAGER
STAFF REPORT
CITY COUNCIL MEETING
COUNCIL MEETING DATE: FEBRUARY 19, 2014

To: Mayor and City Council
From: Luis Patlan, City Manager/Director of Planning
Subject: Proposed County-Wide Consolidated Housing Element

RECOMMENDATION

Council support the concept of a Consolidated Housing Element for Fresno County and participating cities.

EXECUTIVE SUMMARY

The fourteen cities and the County have been in discussion with the Fresno County Council of Governments about the possibility of preparing a County-wide consolidated housing element. Currently, each City prepares its own housing element. Most cities retain a consultant to prepare their housing elements. Cities believe that by retaining one consultant to prepare a consolidated element for all cities in the County the cost would be less and each city would ensure that their element would be in compliance with state law. The next housing element cycle is for eight years from December 31, 2015 to December 31, 2023.

OUTSTANDING ISSUES

The City of Kerman will need to prepare and have a certified housing element by December 31, 2015.

DISCUSSION

There are more and more counties and cities working together to prepare a consolidated County-wide element rather than each city preparing their own housing element update. Kings County is one of the counties in the Valley that prepares a consolidated housing element. The primary purpose for preparing a County-wide consolidated housing element is to save costs and to ensure that each city has a certified housing element by the state.

The State requires each city to prepare a housing element every five years. The new housing element is on an eight year cycle from December 31, 2015 to December 31, 2023. The housing element must be certified by the State by December 31, 2015.

Cities reported that the cost to prepare a housing element by an outside consultant ranges from a low of \$22,000 (Orange Cove) to a high of \$115,000 (Fresno County). For Kerman, the cost to update the housing element would be about \$50,000 based on an informal quote solicited from a local planning consultant.

The goal would be to release a request for proposal (RFP) to interested consultants for the preparation of a County-wide consolidated housing element for the participating cities and the County in order to determine if there would be a cost savings. Based on the responses to the RFP, cities would determine at that point whether or not to participate in the consolidated housing element process. The Technical Committee believes that the costs to prepare a consolidated element would be much less than if each city retained a consultant to update their own element. So far the County of Fresno and all of the cities, except the City of Fresno, have agreed in concept to pursue a consolidated housing element.

The Fresno COG and the Housing Element Technical Committee will meet on February 26, 2014 to review and approve the Draft Request for Proposal. The tentative timeline for the preparation of a county-wide consolidated housing element is as follows:

<i>Tasks</i>	<i>Dates</i>
1. Technical Committee to review/approve Draft RFP	February 26, 2014
2. RFP out	March 2014
3. RFP deadline	April 2014
4. Cities to confirm participation	April 2014
5. Consultant selection	May 2014
6. COG Board approval of contract w/consultant	June 2014
7. Consultant begins preparation of housing element	July 2014 – July 2015
8. Cities adopt housing element	July 2015 – August 2015
9. Submitted Housing Element to HCD for review/comment	September 30, 2015
10. 90 Days for HCD Review and Agency Response	October 2015 – December 2015
11. Final Housing Element due	December 31, 2015

FISCAL IMPACT

The City of Kerman will need to appropriate a minimum of \$50,000 in FY 14-15 to retain a consultant to update the housing element, which is due by December 31, 2015. This estimate was based on an informal quote solicited from a local planning consultant. Should the City determine to move forward with preparing its own housing element, staff will prepare an RFP to determine price and selection of consultant to prepare the housing element update.



Paul Toste
15179 West 'E' Street
Kerman, CA 93630
(559) 846-8503 tele
(559) 916-3700 cell
(559) 846-8503 fax

February 18, 2014

To: Mayor Yep and Councilmember's
From: Paul Toste

Re: Open City Council Seat

I am requesting that you consider me for the open city council position. My qualifications are:

1. Businessman: Veterinarian in Kerman since 1984 (30 years)
2. Former City Councilman (1992-1996)
3. Former Planning Commission Chairman
4. Currently on Fresno County Zoo Authority (Chairman 2013-2014)
5. Currently on the Sun-Maid Board of Directors
6. Current Rotarian and past president
7. Past Kerman Chamber of Commerce Director

The three greatest accomplishments achieved while I was on the council were: first to balance a deficit budget; the second was to expand the police department; the third was to initiate the planning and funding of the new community center and to develop the median island project. I have been in the Kerman Community for more than 40 years.

If given the opportunity to serve by appointment, I will attend all City Council meeting and I will be prepared to discuss and consider all items on the agenda. I do not plan on running for an additional term of office.

Thank you for your consideration,

Paul

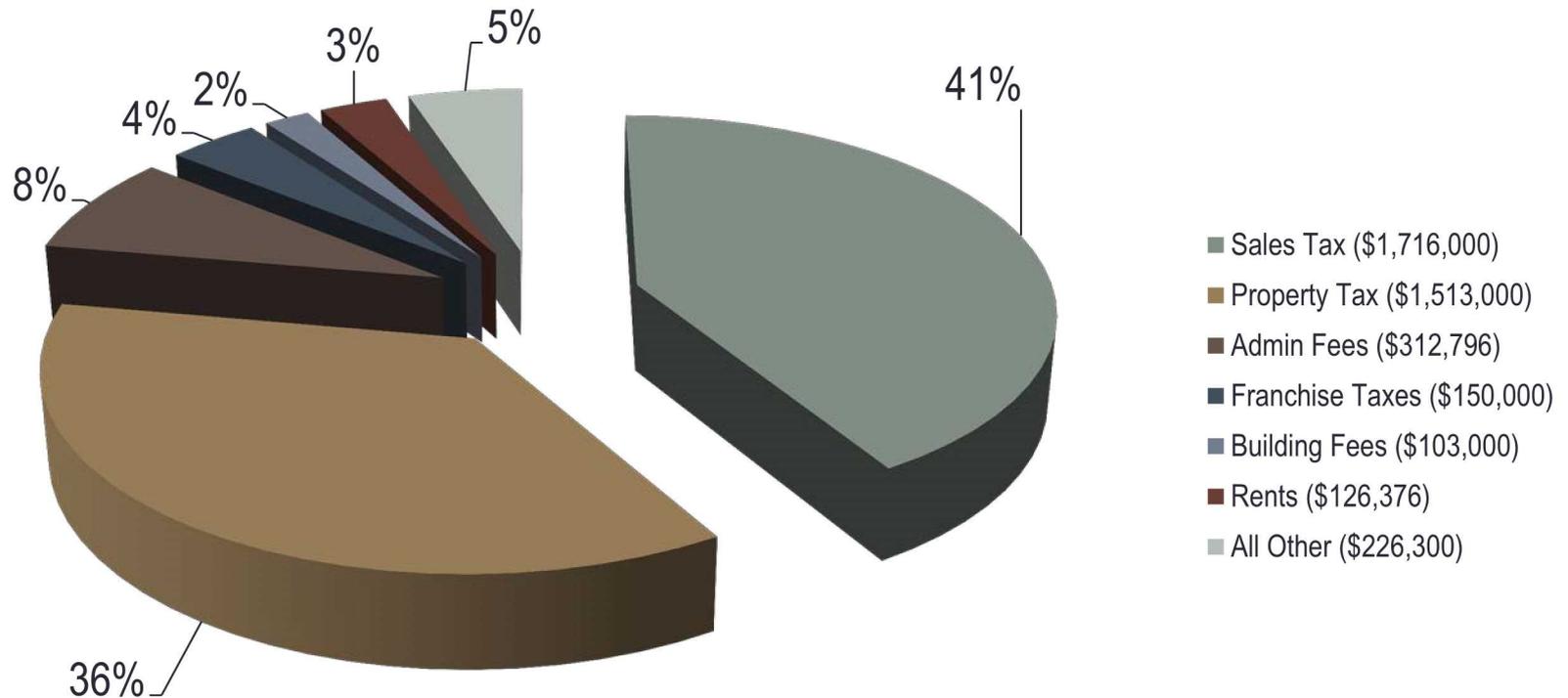


KERMAN POLICE DEPARTMENT

Staffing Plan

General Fund Revenue Overview

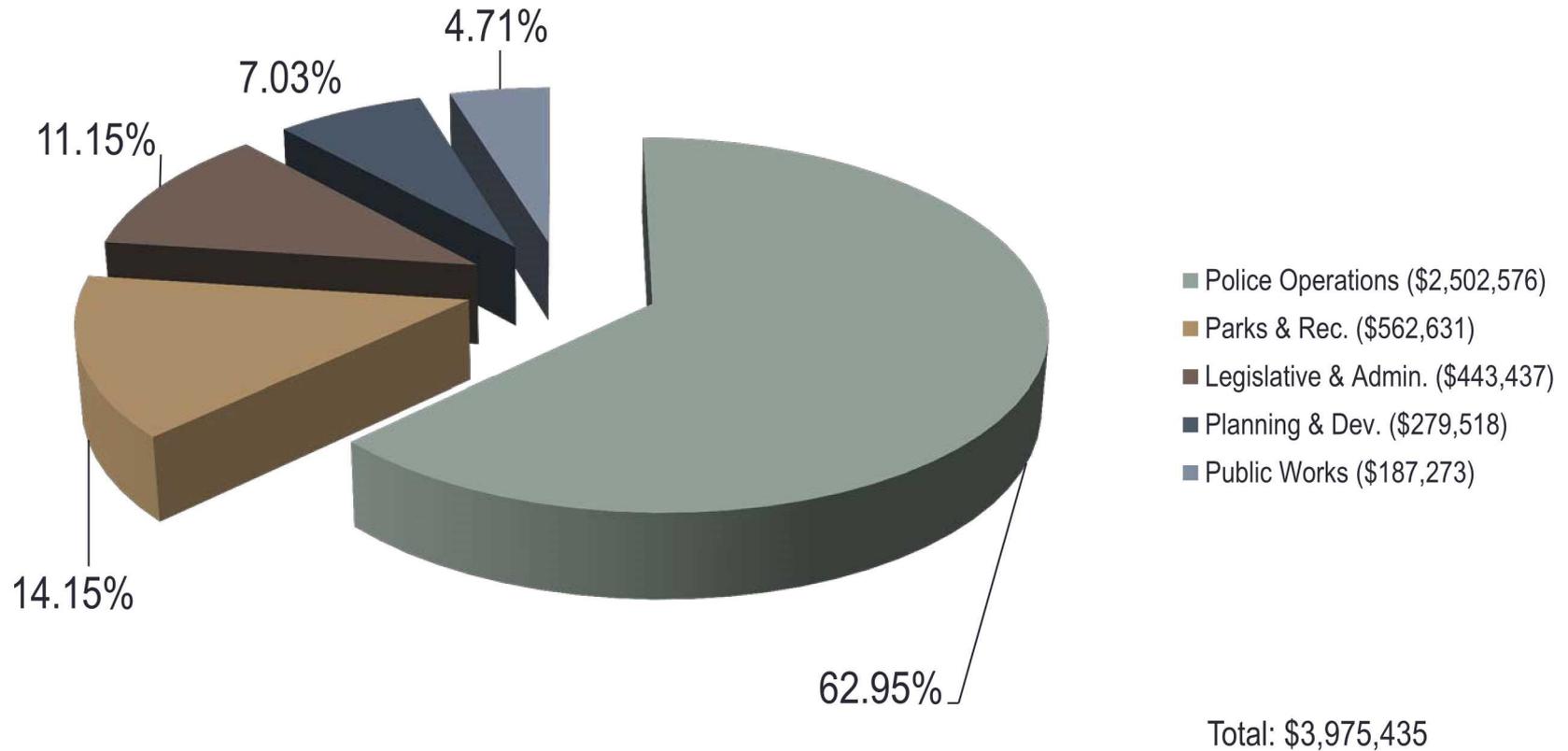
FY 13-14 Budgeted Revenues



Total: \$4,147,472

General Fund Expenditure Overview

FY 13-14 Budgeted Expenditures



General Fund Expenditures by Department



Police Operations \$0.63

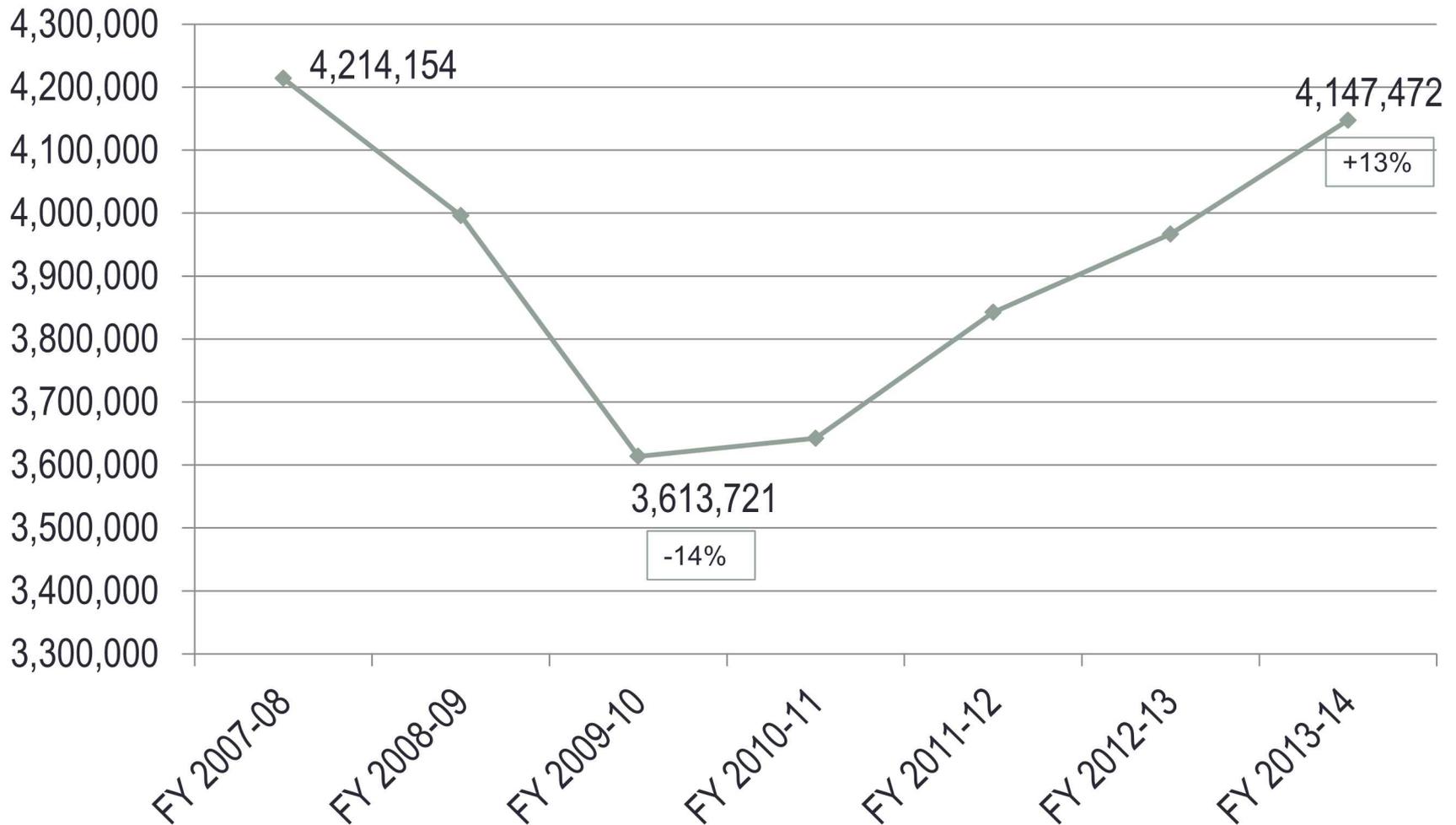
Parks, Recreation \$0.14

Legislative & Admin \$0.11

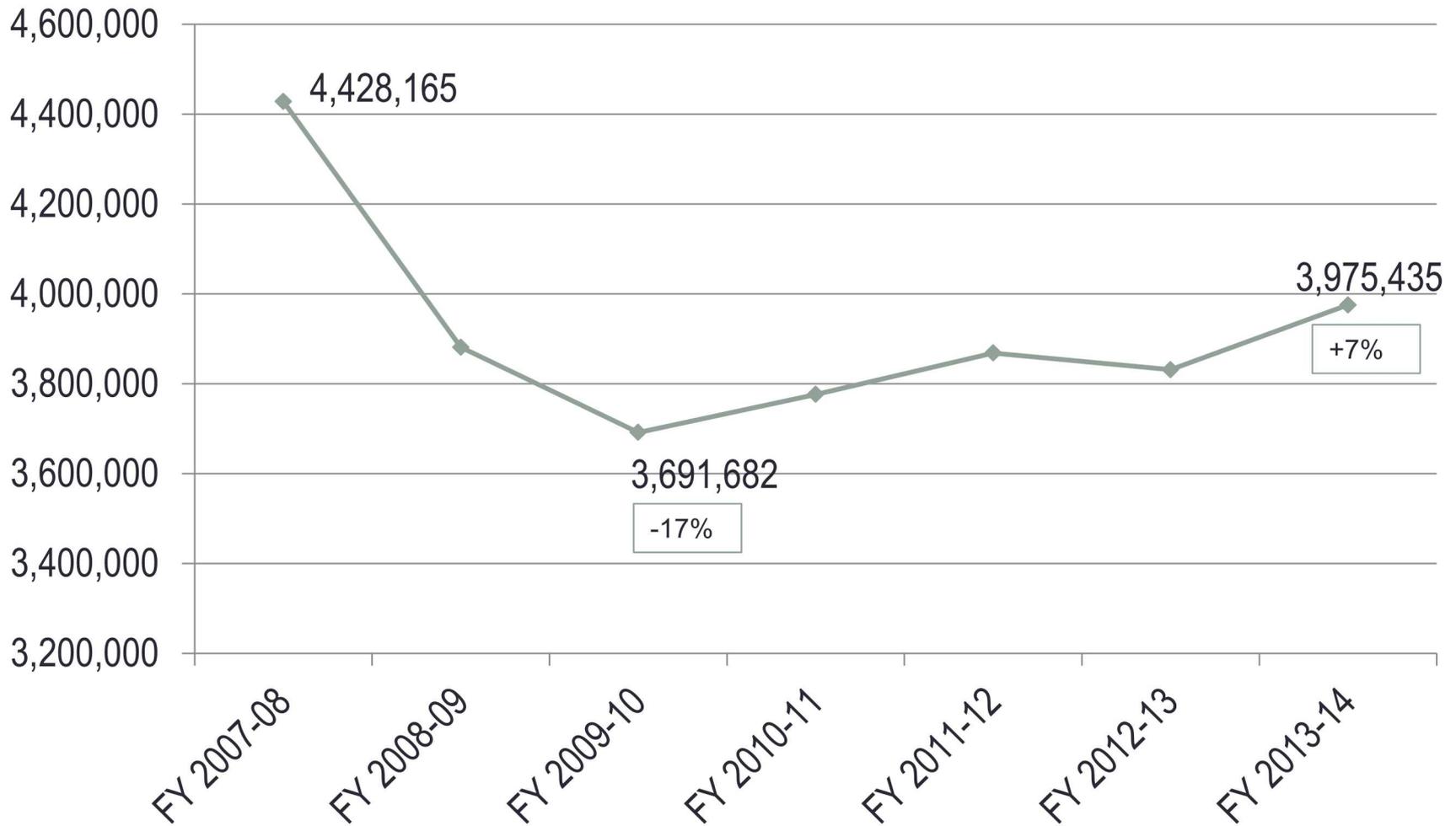
Planning & Development \$0.07

Public Works \$0.05

Historical General Fund Revenues



Historical General Fund Expenditures



Historical GF Expenditures by Department

Department	Audited						(+/-)	% Change
	2007-08	2008-09	2009-10	2010-11	2011-12	2012-13		
Police	2,299,426	2,281,213	2,248,506	2,262,479	2,422,903	2,550,026	250,600	10.90%
Parks & Recreation	724,461	595,435	582,071	545,408	558,618	562,355	(162,106)	-22.38%
Planning & Dev	502,946	358,154	267,628	331,901	307,010	158,807	(344,139)	-68.42%
Legislative & Admin	464,420	401,097	373,208	361,389	353,324	320,678	(143,742)	-30.95%
Public Works	230,144	183,960	173,393	165,553	178,759	181,591	(48,553)	-21.10%
Total	4,221,396	3,819,858	3,644,805	3,666,731	3,820,614	3,773,556	(447,840)	-10.61%

KPD Current Staffing

Positions	Administration	Officers	Total Positions
Chief of Police	1	-	1
Sergeants	-	5	5
Administrative Assistant	1	-	1
Detective	-	1	1
Patrol Officers	-	12	12
Records Clerk Manager	1	-	1
Records Clerk	1	-	1
Animal Control	1	-	1
<i>Total Full Time Positions</i>	4	18	23
Level 1 Reserves	-	5	5
Level 2 Reserves	-	4	4

Original Staffing Plan – December 7, 2011

Position	Proposed Hire Date	FY 2011-12	FY 2012-13	FY 2013-14	Total New Full Time Positions	First Year Costs
Kerman Police Department						
1. 18 th Officer (FY 11-12)	1/1/2012	Not Budgeted	Not Budgeted	Hired (8/12/2013)	1	\$16,000
2. Patrol Officer to Detective	3/1/2012	4/2/2012	\$1,400	\$1,400	-	\$1,400
3. CSO-Records Clerk (FY 11-12)	3/1/2012	Not Budgeted	Not Budgeted	Not Budgeted	1	\$42,500
4. 19 th Officer (FY 11-12)	4/1/2012	Not Budgeted	Not Budgeted	Not Budgeted	1	\$63,485
5. 20 th Officer (FY 12-13)	7/1/2012	Not Budgeted	Not Budgeted	Not Budgeted	1	\$63,485
6. 21 st Officer (FY 12-13)	10/1/2012	Not Budgeted	Not Budgeted	Not Budgeted	1	\$63,485
Vehicle Costs (3 cars)	-	Not Budgeted	Not Budgeted	Not Budgeted		\$75,000
Total					5	\$325,355

Scenario 1 – Full Staffing in FY 14-15

Positions		Current Budget	Projected Expenditures by Fiscal Year				
		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Police Department							
1.	18 th Officer (COPS)	\$16,000	\$32,622	\$53,432	\$75,486	\$80,000	\$84,794
2.	CSO/Clerk (FY 14-15)	0	42,500	45,055	47,775	50,685	53,781
3.	19 th Officer (FY 14-15)	0	63,485	67,245	71,243	75,486	80,000
4.	20 th Officer (FY 14-15)	0	63,485	67,245	71,243	75,486	80,000
5.	21 st Officer FY 14-15)	0	63,485	67,245	71,243	75,486	80,000
	Vehicle Costs ⁽¹⁾	0	75,000	32,088	32,088	32,088	32,088
Planning & Development							
1.	Contract/FT Planner	0	35,000	35,000	35,000	35,000	35,000
2.	Building Official	0	0	0	0	0	0
Parks & Recreation							
1.	Receptionist	0	0	0	0	0	0
2.	Rec. Coordinator/Nutrition	0	0	0	0	0	0
Public Works Department							
1.	General Maintenance Worker	0	0	0	0	0	0
	Total Projected Costs	16,000	375,577	367,310	404,078	424,231	445,663
	Projected Expenditures ⁽²⁾	3,975,435	4,430,520	4,886,441	5,388,247	5,920,242	6,484,309
	Projected Revenues ⁽³⁾⁽⁴⁾	4,147,472	4,313,371	4,485,906	4,665,342	4,851,956	5,046,034
	Projected Excess (Deficit) Revenues Over Expenditures	172,037	(117,150)	(400,535)	(722,905)	(1,068,286)	(1,438,275)
	Projected General Fund Reserve Balance	2,256,463	2,139,313	1,738,778	1,015,873	(52,413)	(1,490,688)

Note:

1. Initial vehicle purchase plus annual maintenance and capital replacement costs
2. Expenditures projected to increase at a conservative 2% per year
3. Revenues projected to increase at 4% per year based on four year trend
4. Assumes no other full-time positions, unexpected health/PERS increases and/or economic downturn

Scenario 2 – Full Staffing Over Four FYs

Positions		Current Budget	Projected Expenditures by Fiscal Year				
		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Police Department							
1.	18 th Officer (COPS)	\$16,000	\$32,622	\$53,432	\$75,486	\$80,000	\$84,794
2.	CSO/Clerk (FY 15-16)	0	0	42,500	45,055	47,775	50,685
3.	19 th Officer (FY 14-15)	0	63,485	67,245	71,243	75,486	80,000
4.	20 th Officer (FY 16-17)	0	0	0	63,485	67,245	71,243
5.	21 st Officer (FY 17-18)	0	0	0	0	63,485	67,245
	Vehicle Costs ⁽¹⁾	0	25,000	10,696	35,696	46,393	32,088
Planning & Development							
1.	Contract/FT Planner	0	35,000	35,000	35,000	35,000	35,000
2.	Building Inspector	0	0	0	0	0	0
Parks & Recreation							
1.	Receptionist	0	0	0	0	0	0
2.	Rec. Coordinator/Nutrition	0	0	0	0	0	0
Public Works Department							
1.	General Maintenance Worker						
Total Projected Costs		16,000	156,107	208,873	325,965	415,384	421,055
Projected Expenditures ⁽²⁾		3,975,435	4,211,050	4,504,144	4,920,191	5,433,979	5,963,714
Projected Revenues ⁽³⁾⁽⁴⁾		4,147,472	4,313,371	4,485,906	4,665,342	4,851,956	5,046,034
Projected Excess (Deficit) Revenues Over Expenditures		172,037	102,321	(18,238)	(254,849)	(582,023)	(917,680)
Projected General Fund Reserve Balance		2,256,463	2,358,784	2,340,546	2,085,697	1,503,674	585,994

Note:

1. Initial vehicle purchase plus annual maintenance and capital replacement costs
2. Expenditures projected to increase at a conservative 2% per year
3. Revenues projected to increase at 4% per year based on four year trend
4. Assumes no other full-time positions, unexpected health/PERS increases and/or economic downturn

Scenario 3 – Full Staffing Over Three FYs

Positions		Current Budget	Projected Expenditures by Fiscal Year				
		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Police Department							
1.	18 th Officer (COPS)	\$16,000	\$32,622	\$53,432	\$75,486	\$80,000	\$84,794
2.	CSO/Clerk (FY 15-16)	0	0	42,500	45,055	47,775	50,685
3.	19 th Officer (FY 14-15)	0	63,485	67,245	71,243	75,486	80,000
4.	20 th Officer (FY 15-16)	0	0	63,485	67,245	71,243	75,486
5.	21 st Officer (FY 16-17)	0	0	0	63,485	67,245	71,243
	Vehicle Costs ⁽¹⁾	0	25,000	35,696	46,392	32,088	32,088
Planning & Development							
1.	Contract/FT Planner	0	35,000	35,000	35,000	35,000	35,000
2.	Building Inspector	0	0	0	0	0	0
Parks & Recreation							
1.	Receptionist	0	0	0	0	0	0
2.	Rec. Coordinator/Nutrition	0	0	0	0	0	0
Public Works Department							
1.	General Maintenance Worker						
Total Projected Costs		16,000	156,107	297,358	403,906	408,837	429,296
Projected Expenditures ⁽²⁾		3,975,435	4,211,050	4,592,629	5,088,388	5,598,993	6,140,269
Projected Revenues ⁽³⁾⁽⁴⁾		4,147,472	4,313,371	4,485,906	4,665,342	4,851,956	5,046,034
Projected Excess (Deficit) Revenues Over Expenditures		172,037	102,321	(106,723)	(423,046)	(747,037)	(1,094,235)
Projected General Fund Reserve Balance		2,256,463	2,358,784	2,252,061	1,829,015	1,081,978	(12,257)

Note:

1. Initial vehicle purchase plus annual maintenance and capital replacement costs
2. Expenditures projected to increase at a conservative 2% per year
3. Revenues projected to increase at 4% per year based on four year trend
4. Assumes no other full-time positions, unexpected health/PERS increases and/or economic downturn

Scenario 4 – Hire 19th & 20th Officers

Positions		Current Budget	Projected Expenditures by Fiscal Year				
Police Department		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
1.	18 th Officer (COPS)	\$16,000	\$32,622	\$53,432	\$75,486	\$80,000	\$84,794
2.	CSO/Clerk	0	0	0	0	0	0
3.	19 th Officer (FY 14-15)	0	63,485	67,245	71,243	75,486	80,000
4.	20 th Officer (FY 14-15)	0	63,485	67,245	71,243	75,486	80,000
5.	21 st Officer	0	0	0	0	0	0
	Vehicle Costs ⁽¹⁾	0	50,000	21,392	21,392	21,392	21,392
Planning & Development							
1.	Contract/FT Planner	0	35,000	35,000	35,000	35,000	35,000
2.	Building Inspector	0	0	0	0	0	0
Parks & Recreation							
1.	Receptionist	0	0	0	0	0	0
2.	Rec. Coordinator/Nutrition	0	0	0	0	0	0
Public Works Department							
1.	General Maintenance Worker	0	0	0	0	0	0
Total Projected Costs		16,000	244,592	244,314	274,364	287,364	301,186
Projected Expenditures ⁽²⁾		3,975,435	4,299,535	4,629,839	4,996,799	5,384,098	5,792,965
Projected Revenues ⁽³⁾⁽⁴⁾		4,147,472	4,313,371	4,485,906	4,665,342	4,851,956	5,046,034
Projected Excess (Deficit) Revenues Over Expenditures		172,037	13,836	(143,933)	(331,457)	(532,142)	(746,931)
Projected General Fund Reserve Balance		2,256,463	2,270,299	2,126,366	1,794,909	1,262,767	515,836

Note:

1. Initial vehicle purchase plus annual maintenance and capital replacement costs
2. Expenditures projected to increase at a conservative 2% per year
3. Revenues projected to increase at 4% per year based on four year trend
4. Assumes no other full-time positions, unexpected health/PERS increases and/or economic downturn

Scenario 5 – Hire 19th Officer & CSO/Clerk

Positions		Current Budget	Projected Expenditures by Fiscal Year				
		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Police Department							
1.	18 th Officer (COPS)	\$16,000	\$32,622	\$53,432	\$75,486	\$80,000	\$84,794
2.	CSO/Clerk (FY 14-15)	0	42,500	45,055	47,775	50,685	53,781
3.	19 th Officer (FY 14-15)	0	63,485	67,245	71,243	75,486	80,000
4.	20 th Officer	0	0	0	0	0	0
5.	21 st Officer	0	0	0	0	0	0
	Vehicle Costs ⁽¹⁾	0	25,000	10,696	10,696	10,696	10,696
Planning & Development							
1.	Contract/FT Planner	0	35,000	35,000	35,000	35,000	35,000
2.	Building Inspector	0	0	0	0	0	0
Parks & Recreation							
1.	Receptionist	0	0	0	0	0	0
2.	Rec. Coordinator/Nutrition	0	0	0	0	0	0
Public Works Department							
1.	General Maintenance Worker	0	0	0	0	0	0
Total Projected Costs		16,000	198,607	211,428	240,200	251,867	264,271
Projected Expenditures ⁽²⁾		3,975,435	4,253,550	4,550,049	4,881,250	5,230,742	5,599,628
Projected Revenues ⁽³⁾⁽⁴⁾		4,147,472	4,313,371	4,485,906	4,665,342	4,851,956	5,046,034
Projected Excess (Deficit) Revenues Over Expenditures		172,037	59,821	(64,143)	(215,908)	(378,786)	(553,594)
Projected General Fund Reserve Balance		2,256,463	2,316,284	2,252,141	2,036,233	1,657,447	1,103,853

Note:

1. Initial vehicle purchase plus annual maintenance and capital replacement costs
2. Expenditures projected to increase at a conservative 2% per year
3. Revenues projected to increase at 4% per year based on four year trend
4. Assumes no other full-time positions, unexpected health/PERS increases and/or economic downturn

Scenario 6 – Hire 19th Officer Only

Positions		Current Budget	Projected Expenditures by Fiscal Year				
		2013-14	2014-15	2015-16	2016-17	2017-18	2018-19
Police Department							
1.	18 th Officer (COPS)	\$16,000	\$32,622	\$53,432	\$75,486	\$80,000	\$84,794
2.	CSO/Clerk	0	0	0	0	0	0
3.	19 th Officer (FY 14-15)	0	63,485	67,245	71,243	75,486	80,000
4.	20 th Officer	0	0	0	0	0	0
5.	21 st Officer	0	0	0	0	0	0
	Vehicle Costs ₍₁₎	0	25,000	10,696	10,696	10,696	10,696
Planning & Development							
1.	Contract/FT Planner	0	35,000	35,000	35,000	35,000	35,000
2.	Building Inspector	0	0	0	0	0	0
Parks & Recreation							
1.	Receptionist	0	0	0	0	0	0
2.	Rec. Coordinator/Nutrition	0	0	0	0	0	0
Public Works Department							
1.	General Maintenance Worker						
Total Projected Costs		16,000	156,107	166,373	192,425	201,182	210,490
Projected Expenditures ₍₂₎		3,975,435	4,211,050	4,461,644	4,743,301	5,039,349	5,350,625
Projected Revenues ₍₃₎₍₄₎		4,147,472	4,313,371	4,485,906	4,665,342	4,851,956	5,046,034
Projected Excess (Deficit) Revenues Over Expenditures		172,037	102,321	24,262	(77,959)	(187,393)	(304,591)
Projected General Fund Reserve Balance		2,256,463	2,358,784	2,383,046	2,305,087	2,117,694	1,813,103

Note:

1. Initial vehicle purchase plus annual maintenance and capital replacement costs
2. Expenditures projected to increase at a conservative 2% per year
3. Revenues projected to increase at 4% per year based on four year trend
4. Assumes no other full-time positions, unexpected health/PERS increases and/or economic downturn

Recap of Scenarios

Scenarios	FY 14-15 GF Excess (Deficit)	FY 15-16 GF Excess (Deficit)	FY 16-17 GF Excess (Deficit)	FY 17-18 GF Excess (Deficit)	FY 18-19 GF Excess (Deficit)
1 – Full Staffing	(117,150)	(400,535)	(722,905)	(1,068,286)	(1,438,275)
2 – Staffing/4 Yrs.	102,321	(18,238)	(254,849)	(582,023)	(917,680)
3 – Staffing/3 Yrs.	102,321	(106,723)	(423,046)	(747,037)	(1,094,235)
4 – Two Officers	13,836	(143,933)	(331,457)	(532,142)	(746,931)
5 – Officer & CSO	59,821	(64,143)	(215,908)	(378,786)	(553,594)
6 - One Officer	102,321	24,262	(77,959)	(187,393)	(304,591)

**Numbers reflect Projected Excess (Deficit) General Fund Revenues over Expenditures*

Budget Considerations

- Revenue Volatility
- Health Care Rates
- PERS Rates
- MOU Negotiations
- Capital Outlay
- GF Reserve Policy

Options

1. Defer additional staffing & continue to evaluate options
2. Select one of the proposed scenarios
3. Explore alternative revenue measures