

**KERMAN CITY COUNCIL
COUNCIL MEETING**

**February 18, 2009– Regular Meeting
6:30 PM**

AGENDA

Community Teen Center
15101 Kearney Plaza
Kerman, CA 93630

City Council: Mayor Trinidad Rodriguez, Richard Stockwell, Raj Dhaliwal, Jack Sidhu, Charlie Jones

Council meetings are intended to be accessible to all persons. Please let us know if you require any accommodation to allow you to access and participate in this meeting. For assistance, please call (559) 846-9380 two days prior to the meeting.

Materials related to an item on this agenda that are public documents and are submitted after distribution and posting of the agenda are available for public inspection in the City Clerk's office at 942 South Madera Avenue, Kerman, during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

Present:

Absent:

Also Present:

WELCOME - Mayor Trinidad M. Rodriguez

CALL TO ORDER

ROLL CALL - City Clerk Renee Holdcroft

INVOCATION - As Offered

At this time the Council wishes to provide anyone an opportunity to provide a brief invocation or inspirational thought. In accordance with law, we would request only that this opportunity not be used to recruit converts, or to advance any one, 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

1. AGENDA APPROVAL

2. PRESENTATIONS/COMMENDATIONS

2.A Promotion of Officer Wil Barcoma to Corporal. [WWN]

Wil has been with us for approximately 3 years and has shown great initiative and drive. As a result he is being promoted to Corporal.

Recommendation: None

2.B Letter of Appreciation, Officer Frank Ocegueda. [WWN]

Frank has been with Kerman P.D. for 7 years as a reserve officer. He is always ready to serve on short notice and always exhibits a very good attitude. As a reserve officer he only gets paid for special details.

Recommendation: None

2.C Proclamation: February 5 - April 16, 2009 As "The Big Read Month." [RH]

Fresno County Library is again participating in The Big Read, a month-long countywide reading program taking place February 5 – April 16, 2009. The program is funded through a grant from the National Endowment for the Arts, the Institute of Museum and Library Services, and Arts Midwest. This year Fresno County residents are invited to come together to read and discuss Mark Twain’s novel, The Adventures of Tom Sawyer. The Fresno County Library will be hosting over 150 programs for youth and adults in communities throughout Fresno County including author lectures, book discussions, film screening, and craft and story times.

A representative from the Kerman Library will be in attendance to address Council.

Recommendation: Council proclaim February 5, - April 16, 2009 as "The Big Read Month."

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.

3. PUBLIC HEARINGS / PUBLIC MEETING – 6:30 p.m.

3.A Public Hearing: Ordinance of the City of Kerman Adopting a Construction and Demolition Waste Recycling Program - (Introduction and First Reading) [RM]

This item was on the February 4th agenda and carried over to this Feb. 18th meeting. As part of the compliance requirements from the California Integrated Waste Management Board (CIWMB) the City of Kerman will enact a Construction & Demolition Ordinance with the appropriate reporting requirements. This Ordinance will apply to all construction and demolition projects within the City that fall within the guidelines. Smaller building projects and most remodels will be exempt.

The purpose of this report is to implement a C&D ordinance to comply with State recycling laws. Part of the compliance efforts mandated by AB939 that the City must implement in order to avoid fines or other sanctions from CIWMB.

In the Contract with Mid Valley Disposal: Article III. Franchise; Sec 3.1 Grant & Acceptance of Franchise; Paragraph (B) Exclusive Franchise an exclusive franchise for refuse including C & D material is provided. While a contract could self-haul the C & D materials must be delivered to the Mid Valley Disposal Transfer Station.

All permit applicants must contract with Mid Valley Disposal for roll-off bin service to collect C&D material, unless projects include emergency work or projects contaminated with hazardous waste material. All C&D material from the City of Kerman must be delivered to Mid Valley Disposal's Transfer Station in Kerman. However, a builder/contract may self-haul.

The City's Planning & Development Department will provide the applicant with Waste Reduction and Recycling Plan form and C&D Recycling Report form. These documents must be completed by the applicant and submitted to the Compliance Official (Planning & Development Department). MVD will assist the builder/developer in the completion/submission of the WRRP.

OPEN PUBIC HEARING

Recommendation: Council introduce Ordinance Adopting a Construction and Demolition Waste recycling Program and wave full reading. Second reading and determination is schedule for March 4, 2009.

4. CONSENT CALENDAR (Items that are not pulled from the Consent Calendar are approved by a single motion.)

4.A Approval of Minutes:

Minutes - February 4, 2009

4.B Payroll Report:

January 11, 2009 - January 24, 2009: \$116,605.30; Overtime: \$1,821.00; Standby & FTO: \$998.32; Comp Time Earned: 0

January 25, 2009 - February 07, 2009: \$117,419.72; Overtime: \$3,002.14; Standby & FTO: \$1,510.66; Comp Time Earned: 8.10

4.C Warrants:

Nos. 27803 - 27901 \$462,806.91

5. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AGREEMENTS, ETC

5.A Upper Kings Basin Water Forum Joint Powers Agreement [KM]

The City of Kerman is currently considered a member of the Upper Kings Basin Water Forum (UKBWF). The Forum is a consortium of Cities, Water Districts, Counties and non-voting interested parties. The primary mission of this group is to develop an Integrated Regional Water Management Plan (IRWMP) for the members of the Forum, and work to manage the regions water resources, both surface water and ground water in a way that is beneficial to the public and all members.

To qualify for the State of California Prop 84 grant money, any government entity must be part of an IRWMP. Being a member will also give us a vote on all projects supported by the Forum and the support of the other members, as we identify possible local projects that can be funded under the State and Federal grant programs.

The cost to be a member is \$30,000 (spread out over six years) for the development of the IRWMP (which has been completed) and approximately \$7,000 per year for the on-going operating costs of the UKBWF. This cost may be reduced as the number of members increase. Also included is the proposed budget with this agenda item.

Recommendation: Adopt Resolution Approving the Upper Kings Basin Water Forum Joint Powers Agreement

6. WRITTEN COMMUNICATIONS

7. ADMINISTRATIVE REPORTS

7.A Five-Year Capital Improvement Program - Sewer and Water [GH]

This is the fourth presentation for the Five-Year Capital Improvement Program and covers Sewer and Water. The next presentation will be the entire program for adoption by the Council. This plan lays the foundation for the budget which will be presented in May and June.

Recommendation: This item is for Council review and comment, no action is required.

7.B Calling a Special Meeting: Joint City Council/KUSD Board Meeting - February 25, 2009, 6:00 p.m., Community Teen Center [RM]

Agenda Items:

A. City Presentation on General Plan and Sphere of Influence Update – Luis Patlan, City of Kerman Director of Planning and Development Services

B. KUSD Presentation: Bond & School Site Development Update – KUSD:

C. Joint Development: East Side Elementary Park/School Grounds Development: Use of RDA Recreation Increment Funds – Phil Gallegos, City of Kerman Director of Community Services.

Recommendation: Council announce February 25, 2009 as the time and place for the Special Joint City Council/KUSD Board Meeting to be held at the Community Teen Center at 6:00 p.m.

8. COUNCIL REPORTS

8.A Mayor's Report

8.B Council Members' Reports

COUNCIL ADJOURN INTO CLOSED SESSION

9. CLOSED SESSION

- 9.A Government Code 54956.9(c) - Conference with Legal Counsel on Anticipated Litigation: Council Determining Whether to Initiate Litigation; one Potential Case.**
- 9.B Government Code Section 54956.9(b) - Conference with Legal Counsel - Anticipated Litigation - 2 Potential Cases (Mr. Lopez and Fresno County)**
- 9.C Government Code 54956.8 - Conference with Real Property Negotiator; Property: Portion of NE Quarter, Section 18, Township 14 South, Range 18 East, 1 acre, more or less, adjacent to San Joaquin Valley RR Right-of-way. Negotiating Parties: City Manager Ron Manfredi for City and Josephine H McClain and others for Property Owner. Under Negotiation: Price and Terms.**
- 9.D Government Code 54956.8 - Discussion Regarding Property Negotiations: Park Site; Agency Negotiator: City Manager; Negotiating Parties: Parties requested Confidentiality; Under Negotiation: Purchase of Land for Park Property**
- 9.E Government Code Section 54957 - Public Employee Discipline/Dismissal/Release**
- 9.F Government Code Section 54957: Conference with Labor Negotiators - Agency Designated Representative: Ron Manfredi - Employee Organizations: Miscellaneous and KPSEA**
- 9.G Government Code Section 54957 - Annual Evaluation/Compensation Review City Manager**

COUNCIL RECONVENE FROM CLOSED SESSION

10. ADJOURNMENT

CITY OF KERMAN PROCLAMATION

WHEREAS ~ *The Adventures of Tom Sawyer* was selected by a communitywide vote as the featured title for Fresno County's third Big Read, and

WHEREAS ~ The Big Read, an initiative of the National Endowment of the Arts in partnership with Arts Midwest and the Institute of Museum and Library Services, aspires to unite communities through great literature and inspire students to become life-long readers; and

WHEREAS ~It is through reading that an educated and informed citizenry is able to make positive contributions to the economic, cultural and political life of our community, and *The Adventures of Tom Sawyer* is a book for readers of all ages; and more than any other work in American culture, established America's vision of childhood, and opens a communitywide dialogue exploring themes of social justice, crime and punishment and moral integrity; and

WHEREAS ~Mark Twain was a man ahead of his time, and revered across America and around the world, and Mark Twain represents an enduring invention of a great American comic voice, and the perennial popularity of Mark Twain and his characters has lead to more than one hundred adaptations of his work, including versions of *The Adventures of Tom Sawyer* filmed in Russia, Japan and Romania; and

WHEREAS ~The Fresno County Public Library and its community partners, including The Fresno Bee, ABC 30, K-Jewel 99.3 FM, KYNO 1300 AM and the San Joaquin River Parkway and Conservancy Trust will host two months of Tom Sawyer activities and events and the celebration will kick off with a 24-hour local celebrity readathon starting at 11 am on February 5, 2009 and continuing through the night and early morning to 11 am on February 6, 2009.

NOW, THEREFORE, BE IT RESOLVED THAT THE CITY OF KERMAN urges all Kerman residents to enjoy Fresno County's Third Big Read by recognizing February 5 through April 16th as "Big Read Month".

IN WITNESS WHEREOF, I have set my
hand and the City Clerk has caused the Seal of
Kerman to be affixed this 18th day of
February, 2009.

Trinidad M. Rodriguez
Mayor

L. Renee Holdcroft
City Clerk

Date: February 18, 2009

Agenda Item: Ordinance

CITY COUNCIL AGENDA

COUNCIL REPORT: AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA ADOPTING A CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM – Introduction and Public Hearing

From: Ron Manfredi, City Manager

HISTORY

This item was on the February 4th agenda and carried over to this Feb. 18th meeting. As part of the compliance requirements from the California Integrated Waste Management Board (CIWMB) the City of Kerman will enact a Construction & Demolition Ordinance with the appropriate reporting requirements. This Ordinance will apply to all construction and demolition projects within the City that fall within the guidelines. Smaller building projects and most remodels will be exempt.

The purpose of this report is to implement a C&D ordinance to comply with State recycling laws. Part of the compliance efforts mandated by AB939 that the City must implement in order to avoid fines or other sanctions from CIWMB.

In the Contract with Mid Valley Disposal: Article III. Franchise; Sec 3.1 Grant & Acceptance of Franchise; Paragraph (B) Exclusive Franchise an exclusive franchise for refuse including C & D material is provided. While a contract could self-haul the C & D materials must be delivered to the Mid Valley Disposal Transfer Station.

SITUATION

All permit applicants must contract with Mid Valley Disposal for roll-off bin service to collect C&D material, unless projects include emergency work or projects contaminated with hazardous waste material. All C&D material from the City of Kerman must be delivered to Mid Valley Disposal's Transfer Station in Kerman.

The City's Planning & Development Department will provide the applicant with Waste Reduction and Recycling Plan form and C&D Recycling Report form. These documents must be completed by the applicant and submitted to the Compliance Official (Planning & Development Department). MVD will assist the builder/developer in the completion/submission of the WRRP.

The Compliance Official will be a staff member from the Planning & Development Department that will be responsible for approving the required forms (WRRP and Recycling Report).

Mid Valley Disposal will be responsible for keeping record of C&D brought in from the City of Kerman and provide applicant with weight tickets so that applicant can complete their

Recycling Report. In addition MVD will assist construction company/developer with the required paper work and do the initial report for City staff. Therefore, compliance will be assisted and monitored by MVD.

SUMMARY

- Ordinance only applies to construction valuation equal to or greater than \$100,000. Construction valuation does not mean the actual cost but a formula dollar amount placed on the construction by the City. The actual dollar cost is usually far greater. So most remodels and residential add-ons will be exempt. Also, all demolition projects of 1,000 sq. ft or more
- Mid Valley Disposal not only is the City exclusive franchise hauler but also operates a “State Certified Construction & Demolition” recovery site within the City. Therefore, the City and the contractor can be assured of State compliance and accurate reports. Also, because of this local system and their location, costs saving can be realized.
- Similar to the current deposit requirements in our subdivision agreements, Condition Use Permits and/or City Site Plan Resolutions a “compliance deposit” ranging from \$250 to \$5,000 (depending on site of project) will be required.
- Parties to which the Ordinance applies must complete a “Waste Reduction & Recycling Plan (WRRP) at the beginning and end of their project. MVD will assist the builder/developer with this instrument
- Self Haul is allowable but the materials must go to the MVD in order to properly track recycling compliance.
- Fines may be imposed if there is not compliance

FISCAL IMPACT

There is an Administrative fee that will charge to each applicant for each permit (\$150). There will also be a fee for noncompliance and fails to submit the required documents. Penalty starts at \$100 for the first violation, \$200 for the second, and \$500 for each additional violation within one year after the first violation. In addition a deposit ranging from \$250 to \$5,000 (depending on site of project) will be required. Also, some additional staff time will be required.

RECOMMENATION

OPEN PUBLIC HEARING

Council introduce ORDINANCE ADOPTING A CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM and wave full reading. Second reading is schedule for March 4, 2009.

ORDINANCE NO. _____

AN ORDINANCE OF THE CITY COUNCIL OF THE CITY OF KERMAN, CALIFORNIA
ADOPTING A CONSTRUCTION AND DEMOLITION WASTE RECYCLING PROGRAM

WHEREAS, the City Council of the City of Kerman is committed to protecting the public health and safety, welfare and environment. In order to meet these goals it is necessary that the City promote and implement new strategies for the reduction of the solid waste stream going to landfills;

WHEREAS, the State of California through its California Waste Management Act of 1989, Assembly Bill 939, requires that each local jurisdiction in the State divert at least 50% of discarded materials in its waste stream from landfills;

WHEREAS, each city and county in California could face fines up to \$10,000 a day for failing to meet its above-mandated goal;

WHEREAS, the State of California through Senate Bill 1374 signed into law in 2002 requires Jurisdictions to adopt a City Ordinance and to report progress on implementing Construction and Demolition programs in each jurisdiction's annual report to the California Integrated Waste Management Board ("CIWMB"); and

WHEREAS, Construction and Demolition (C&D) debris constitutes a large portion of the waste stream in the City. These materials have a significant potential for recycling and reuse.

NOW, THEREFORE, it is the intent of the City Council of the City of Kerman, in enacting this ordinance, to encourage recycling and responsible reductions in volume of waste materials going to landfills.

NOW, THEREFORE THE CITY OF KERMAN DOES HEREBY ORDAIN AS FOLLOWS:

Section 1: Purpose and Finding

Purpose: The City Council declares that the purposes for the adoption of the amendments to the Municipal Code, which are contained herein and referenced as Title 8 of the Municipal Code, are:

- a) To implement a Construction and Demolition Recycling Waste program in order to protect the public health, safety, and welfare of the community and to achieve the mandate of the California Waste Management Act of 1989.
- b) To divert construction and renovation waste from landfills.

- c) To comply with the diversion requirements set forth by the Integrated Waste Management Board (CIWMB) by adopting a construction and demolition debris ordinance.

Findings: In adopting this Ordinance, the City does hereby find that:

- a) Title 8, Chapter 8.12.50 of the City of Kerman Municipal Code regulates the collection, recycling, and disposal of solid waste.
- b) The State of California through its California Waste Management Act of 1989, Assembly Bill 939 (AB 939), requires that each local jurisdiction in the state divert 50% of discarded materials from landfills.
- c) Cities and Counties could face fines up to \$10,000 a day for not meeting the 50% diversion mandate goal.
- d) Reusing and recycling construction and demolition waste is essential to further the City's efforts to reduce waste and comply with AB 939.
- e) The City's code does not currently require the recycling or reuse of construction and demolition waste.

Section 2: This Ordinance shall amend Section 8.12.050 of the Kerman Municipal Code to read as follows:

Section 8.12.050 Construction and Demolition Collection.

A. Introduction.

To comply with State law and the City's policy objectives of conservation of resources, any issuance of a building or deconstruction permit for a project within the City limits shall require compliance with recycling guidelines provided by the planning department and the provisions of this Chapter. The Franchise Hauler shall provide bin service and shall transport the C&D debris to landfill or other appropriate destination, unless exempt from this ordinance. All projects that require a permit to build or deconstruct are required to separate material and divert a minimum of 50% of recyclables and 75% of inert materials going to a landfill.

B. Definitions.

As used in this section, and unless the context clearly requires a different meaning, the following words and phrases shall be defined as follows:

Applicant: Any individual, firm, limited liability company, association, partnership, political subdivision, government agency, municipality, industry, public or private corporation, or any other entity whatsoever who applies to the City for the applicable permits to undertake construction, remodeling or demolition project within the City.

Application Fee: A non-refundable fee submitted by the Applicant to the City to cover costs associated with this Chapter.

Completion: The earliest of the following dates: the date a temporary certificate of occupancy is issued by the city for a project, the date a certificate of occupancy is issued by the city for a project, or the date the final city inspection approving the project is completed.

Compliance Official: The person designated by the City Manager who is authorized and responsible for implementing this Chapter.

Construction: The building, rehabilitation, remodeling, renovation or repair of any structure or any portion thereof including any tenant improvements to an existing structure.

Construction and Demolition (“C&D”) Debris: Material, other than hazardous waste, radioactive waste, or medical waste, that is generated by or results from construction or demolition-related activities including, but not limited to: construction, deconstruction, demolition, excavation, land clearing, landscaping, reconstruction, remodeling, renovation, repair, and site clean-up. C&D debris includes, but is not limited to: glass, asphalt, concrete, brick, lumber, gypsum wallboard, cardboard and other associated packaging, roofing material, ceramic tile, carpeting, plastic pipe, steel, rock, soil, gravel, tree stumps, and other vegetative matter from the construction or destruction of a structure a part of a construction or demolition project or from the renovation of a structure and/or landscaping.

Conversion factor/conversion rate: The rate set forth in the standardized Conversion Rate Table approved by the City pursuant to this Chapter for use in estimating the volume or weight of materials identified in the waste management plan.

Covered project: Every construction, demolition or renovation project within the City of Kerman, for which the total construction valuation thereof are, equal or greater than \$100,000, or which involve the demolition of a building or structure of 1,000 square feet or more shall be considered a covered project and shall comply with the diversion requirement and with the other requirements of this chapter. For the purposes of determining whether a project meets the foregoing thresholds for a covered project, all phases of the project and all related projects taking place on a single or adjoining parcel shall be deemed a single project.

Deconstruction: The careful and systematic dismantling of buildings and structures in order to salvage materials for diversion.

Demolition: The decimating, razing, ruining, tearing down or wrecking of any facility, structure, pavement or building, (wall, fence) whether in whole or in part, whether interior or exterior.

Divert/diversion: The reuse of construction and demolition debris to avoid disposal in a landfill.

Diversion requirement: The diversion of a minimum of 50% of the total construction and demolition debris generated by a project and diversion of a minimum 75% of inert material.

Hearing Officer: The city staff designated by the City Manager to who appeals can be made under this chapter.

Non-Covered projects: Projects that do not require a Waste Reduction and Recycling Plan (“WRRP”). Applicants for non-covered projects shall be encouraged to divert at least fifty (50) percent of all project-related C&D debris.

Paving: Means driveways, walkways, parking areas, streets and sidewalks.

Permit: Means any building or demolition permit issued by the City of Kerman Building Division of the Planning & Development Services Department.

Project: Means a demolition or construction activity for which a city permit is required, and, in the case of associated activities such as a housing development consisting of numerous single family homes, an apartment complex consisting of several detached building, or a commercial development consisting of several detached building, the “overall project” shall be defined as the entire development for purposes of determining exemption or non-exemption from the waste reduction requirement of this ordinance.

Recycling/recyclables/reuse: The process of collecting, sorting, cleansing, treating, and reconstituting construction and demolition debris that would otherwise be disposed of in a landfill; for use as raw material for new, reused, or reconstituted products which meet industry standards.

Renovation/remodeling: Any change, addition or modification in an existing structure.

Salvage: The recovering of C&D debris from a building or demolition site for the purpose of recycling, reuse, or proper storage for future recycling or reuse.

Security deposit: Cash, certified or cashiers’ check or other security in a form approved by the Compliance Official.

Source separated: Means recyclables that have been segregated from solid waste by or for the generator thereof on the premises at which they were generated for handling different from that of solid waste.

Structure: Means anything constructed or erected that requires a location in the ground, including a building or swimming pool, but not including a fence or wall used as a fence, or driveways, or walkways.

Waste Reduction and Recycling Plan (“WRRP”): A completed City-provided form submitted by the permit applicant before the issuance of a building and/or demolition permit, and approved by the Compliance Official as demonstrating a plan for compliance with this Chapter.

Waste Reduction and Recycling Summary Report (“WRRSR”): A completed City-provided form submitted quarterly and after demolition or construction, as a precedent to final inspection and issuance of any certificate of occupancy, approved by the Compliance Official for the purpose of compliance with this Chapter.

C. Application Fee.

As a part of any application for, and prior to the issuance of, any building or demolition permit that involves the creation of construction and demolition debris, every applicant for covered projects, unless exempt, shall pay to the City a cash fee sufficient to compensate the City for expenses incurred in reviewing the Waste Reduction and Recycling Plan and administering activities governed by this Chapter. The amount of the fee shall be \$150.00 and future fee adjustments shall be set forth in a resolution of the City Council.

D. Security Deposit.

As a condition precedent to the issuance of any permit for construction or demolition for a covered project, the Applicant shall remit a deposit in the form of cash or cash equivalent such as cashier's check or credit card payment to the City in amount of \$0.25 for each square feet of construction or demolition, but not less than \$250 and not to exceed \$5,000. The deposit shall be returned, without interest, in total or pro-rated, upon proof of satisfaction by the Compliance Official that no less than the required percentage of construction and demolition waste tonnage generated by the covered project has been diverted from disposal and has been recycled or reused or stored for later reuse or recycling. If a lesser percentage of construction and demolition waste tonnage than required is diverted, a proportionate share of the deposit shall be returned. The deposit shall be forfeited entirely or to the pro-rated extent that there is a failure to comply with the requirements of this chapter. The City of Kerman may, by formal resolution, modify the amount of the required deposit.

F. Franchised Hauler and C&D Recycling Facility.

Applicants may self-haul C&D material, provided that the applicant can demonstrate to the satisfaction of City that the conditions of this Ordinance and all reporting requirements will be met. All other Applicants shall contract with the City's Franchise hauler for services to collect C&D material from project. All material collected from C&D project shall be taken to the Franchise hauler's Transfer Station for processing. All waste must be delivered to the franchise hauler's transfer station located at 15300 W. Jensen Avenue, Kerman, CA.

G. Designated Recyclables and Reusable Materials.

Designated Recyclable and Reusable Material means all construction or demolition waste that fits within any of the following categories:

- 1) Masonry building materials including all products generally used in construction including, but not limited to asphalt, concrete, rock, stone, and brick.
- 2) Wood materials including any and all dimensional lumber, fencing, or construction wood that is not chemically treated, creosoted, CCA pressure treated, contaminated, or painted.
- 3) Trees, tree parts, shrubs, stumps, logs, brush, or any other type of plants that are not cleared from a site for construction or other use.

- 4) Metals including all metal scrap such as, but not limited to, pipes, siding, window frames, door frames, and fences.
- 5) Roofing materials including wood shingles as well as asphalt, stone, and slate based roofing material.
- 6) Salvageable materials includes all salvageable materials and structures including, but not limited to wallboard, doors, windows, fixtures, toilets, sinks, bath tubs, and appliances.
- 7) Any other construction or demolition debris that is non-hazardous and available for recycling or reuse.

H. Diversion Requirements.

Fifty percent (50%) of construction recyclables and seventy-five percent (75%) of inert materials of demolition debris generated from every applicable construction, remodeling, or demolition project shall be diverted from going to landfills by using recycling, reuse, and diversion programs. Separate calculations and reports will be required for the construction and demolition portions of projects that involve both activities.

I. Project Exemptions.

The following projects shall not be subject to the provisions of this article:

- 1) Immediate or emergency demolition required to protect the public health, safety or welfare, as determined by any public safety official or code compliance officer of the city given prior to demolition.
- 2) Projects in any single-family residential districts, which consist solely of either an accessory structure or a swimming pool.
- 3) A project for which an exception, conditional use permit or design review approval has been obtained from the city prior to the effective date of this ordinance.
- 4) A project for which a valid building permit has been lawfully issued by the city prior to the effective date of this ordinance.
- 5) A project contaminated by hazardous substances or waste as defined by state or federal law.

J. Diversion Requirement Exemptions.

Neither a construction and demolition debris Waste Reduction and Recycling Plan nor a deposit shall be required for the following:

- 1) Work for which a building permit is not required under the Uniform Building Code.

- 2) Work for which only a plumbing permit, only an electrical or only a mechanical permit is required.
- 3) Seismic tie-down projects.
- 4) The installation or replacement of shelves.
- 5) Installation of pre-fabricated patio enclosures and covers where no foundation or other structural building modifications are required.
- 6) Installation of swimming pools and spas, provided that the exemption shall apply only to (i) the area to be excavated for the installation of the pool or spa and (ii) the area for the pad for the pool/spa equipment that does not exceed sixteen (16) square feet, and shall not apply to any related construction or alterations necessary for any other equipment or accessories, nor to any other portion of the project.
- 7) Installation of pre-fabricated accessories such as signs or antennas where no structural building modifications are required.

K. Waste Reduction and Recycling Plan Requirements.

All applicants for covered projects shall complete and submit a Waste Reduction and Recycling Plan as part of the application packet for a permit issued for a covered project. The WRRP shall include the following information, calculated with the conversion rate, and shall be attested by the applicant, under penalty of perjury, as true and correct for all stated facts and as a best estimate based on all information reasonably available about the project, where all of the facts cannot be ascertained:

1. The estimated volume or weight of project waste to be generated by material type;
2. The maximum volume or weight of such materials that can feasibly be diverted via Reuse or Recycling by material type;
3. The vendor(s) that the applicant proposes to use to haul the materials;
4. Facility(s) the materials will be hauled to, and their expected diversion rates by material type; and
5. The estimated volume or weight of construction and demolition waste that will be disposed.

Because actual material weights are not available in this stage, estimates are used. In estimating the volume or weight of materials as identified in the WRRP, the Applicant shall use the standardized conversion rates approved by the City of Kerman for this purpose.

L. Review of Waste Reduction and Recycling Plan.

1. Time for Review. A Waste Reduction and Recycling Plan shall be approved or denied no later than five (5) business days after a complete application is made. The approval may be based on imposed conditions reasonably necessary to meet the standards of this Chapter.
2. Approval. Notwithstanding any other provision of this chapter, no permit shall be issued for any covered project unless and until the Waste Reduction and Recycling Plan has been approved, based upon the following findings by the waste management plan compliance official:
 - a. The Applicant has paid the application fee;
 - b. The Applicant has remitted the security deposit;
 - c. The Applicant has completed the WRRP and all of the information required in this Chapter has been provided;
 - d. The WRRP indicates that 50% percent of all construction and/or demolition waste and 75% of all inert material generated by the project shall be diverted (or new diversion goal set in accordance with the Applicant's approved Diversion Requirement Exemption request); and
 - e. The plan establishes a mechanism such that the diversion requirements shall be met; and
3. Non-Approval: If the Compliance Official determines that the WRRP is incomplete or fails to indicate that at least 50% percent (or new diversion goal set in accordance with the Applicant's approved Diversion Requirement Exemption request) of all construction and/or demolition waste generated by the project will be diverted, he or she shall either:
 - a. Return the WRRP to the Applicant marked "Denied", including a statement of reasons, and will notify the building department, which shall then immediately stop processing the building or demolition permit application, or
 - b. Return the WRRP to the Applicant marked "Incomplete, Further Explanation Required."

The Applicant may resubmit the Waste Reduction and Recycling Plan within forty-five (45) calendar days without forfeiting the application fee. If the Waste Reduction and Recycling Plan is submitted after forty-five (45) calendar days, the original application fee is forfeited and an additional application fee must be submitted before the Waste Reduction and Recycling Plan can be reviewed and the building or demolition permit issued

M. Waste Reduction and Recycling Summary Report

Prior to the final inspection or issuance of a certificate of occupancy, the Applicant shall submit a Waste Reduction and Recycling Summary Report, under penalty of perjury, to the Compliance Official. The form shall include the following information:

1. The dates demolition and construction actually commenced;
2. The actual volume or weight of construction and demolition debris, listed for each material;
3. The actual volume or weight of construction and demolition debris that was diverted listed for each material;
4. A specification of the method used to determine the volume and weights and a certification that the method used was the most accurate, commercially reasonable method available; and
5. Original receipts from all vendors and facilities, which collected or received construction and demolition debris, indicating actual weights and volumes received by each.

N. Compliance with Diversion Requirements.

1. Inspection Authority: During demolition or construction, the Compliance Official may inspect project sites to determine compliance with the Waste Reduction and Recycling Plan. The applicant, if requested, must supply proof of recycling within five (5) business days. Failure to comply with the Waste Reduction and Recycling Plan during construction or demolition may be grounds for issuance of a “stop work” order and/or issuance of administrative citations. Each day that the applicant fails to comply with the requirements of this section constitutes a separate offense.
2. Proof of Diversion. Recyclables must be diverted from the landfill in order to meet the requirements of this article. Applicants will be required to submit proof of compliance at the end of each project to demonstrate compliance with the project specific Waste Reduction and Recycling Plan. The document shall consist of a final completed “Waste Reduction and Recycling Summary Report” showing actual data of tonnage of materials recycled and diverted, supported by originals or certified copies of receipts and weight tags or records of measurement from recycling companies, contractors and/or landfill and disposal companies. Receipts and weight tags will be used to verify if material generated from the site has been or are to be recycling, reused, salvaged or otherwise disposed of. The WRRSP are to be submitted at the end of the project as a precedent to final inspection and certificate of occupancy.

3. Determination of Compliance and Refund of Deposit: The Compliance Official shall review the end of project Waste Reduction and Recycling Summary Report within thirty (30) calendar days and determine whether the applicant has complied with the diversion requirement, as follows:
 - i. Full Compliance: The Compliance Official will notify the applicant and Planning & Development Services Department if they determine that the diversion requirements have been met. The cash deposit shall be returned, without interest, within thirty (30) calendar days of the compliance determination.
 - ii. Good Faith Effort to Comply: If the Compliance Official determines that the diversion requirement has not been achieved, he or she shall determine on a case-by-case basis whether the applicant has made a good faith effort to comply with this Chapter. In making this determination, the Compliance Official shall consider the availability of markets for the construction debris sent to the land fill, the size of the project, and the documented efforts of the applicant to divert construction debris. The Compliance Official may authorize a partial refund of the deposit when less than the minimum diversion requirement is met. The partial refund shall not exceed that portion of the deposit that is in the same ratio as the demonstrated amount diverted. The partial refund will be issued within thirty (30) calendar days of the compliance determination.
 - iii. Non-Compliance: If the Compliance Official determines that the applicant has not made a good faith effort to comply with this article no refund will be issued. The deposit shall be forfeited entirely for failure to comply with the requirements of this article.

O. Thresholds for Covered Projects

4. Covered Projects (Construction and Renovation): All construction and renovation projects within the City of Kerman, the total cost of which is projected to be greater than or equal to \$100,000, shall comply with the provisions of this Chapter, shall submit a Waste Reduction and Recycling Plan prior to beginning any construction or renovation activities, and shall be subject to the provisions of this Chapter. Failure to comply with any of the terms of this Chapter shall subject the Applicant to the full range of enforcement mechanisms set forth herein.
5. Covered Projects (Demolition): All demolition projects within the City of Kerman, which are projected to be greater than or equal to 1,000 square feet, shall comply with the provisions of this Chapter shall submit a Waste Reduction and Recycling Plan prior to beginning any demolition activities, and shall be subject to the provisions of this Chapter. Failure to comply with any terms of this Chapter shall subject the Applicant to the full range of enforcement mechanisms set forth herein.

6. Non-Covered Projects (Construction and Renovation): Applicants for construction and renovation projects whose total construction valuation are less than \$100,000 are not required but shall be encouraged, to divert at least 50% of all project material-related construction and demolition waste.
7. Non-Covered Projects (Demolition): Applicants for demolition projects within the City of Kerman which are less than 1,000 square feet are not required, but shall be encouraged, to divert at least 50% of all project-related demolition waste.
8. City of Kerman sponsored projects (Construction and Renovation) whose total cost are equal or greater than \$150,000, shall be considered “Covered Projects” for the purposes of this Chapter, shall submit a Waste Reduction and Recycling Plan prior to the beginning of construction or demolition activities, shall be subject to the provisions of this Chapter. City of Kerman sponsored projects whose total costs are less than \$150,000 shall be considered Non-Covered projects and are not required to, but shall be encouraged , to divert at least 35% of all project-related demolition waste.
9. City of Kerman sponsored projects (Demolition) which are equal to or greater than 5,000 square feet shall be considered “Covered Projects” for the purpose of this Chapter, shall submit a Waste Reduction and Recycling Plan prior to beginning any demolition activities, and shall be subject to provisions of this Chapter. City of Kerman sponsored projects which are less than 5,000 square feet shall be considered Non-Covered projects and are not required, but shall be encouraged, to divert at least 50% of all project related waste.

P. Forfeiture of Deposit

If the Compliance Official determines that the Applicant has not made a good faith effort to comply with this Chapter, or if the Applicant fails to submit the documentation required by this Chapter within the required time period, then the deposit shall be forfeited to the City.

Q. Fines and Penalties

If the Compliance Official determines that the Applicant is not in substantial compliance with this ordinance, or if the Applicant fails to submit the documentation required, then the Applicant shall pay a penalty of \$100 for the first violation, \$200 for the second violation, and \$500 for each additional violation within one year after the first violation. The foregoing penalties shall be imposed in addition to any other consequence that may arise from such non-compliance.

R. Appeals

Any person or entity aggrieved by any decision or finding under the provisions of this Chapter with respect to approving or to denying a waste management plan or to granting or denying an application for an exception from compliance with this chapter, may appeal such decision or finding. An appeal must be filed within five (5) days after receipt of notice of any protested decision or finding by filing with the director of Planning & Development a letter of appeal briefly stating therein the basis for such appeal. A hearing shall be held on a date no more than 10 days after receipt of the letter of appeal. Appellant shall be given at least 5 days notice of the

time and place of the hearing. A hearing officer, appointed by the city manager, shall give the appellant, and any other interested party, a reasonable opportunity to be heard, in order to show cause why the decision or finding should not be upheld. In all such cases, the burden of proof shall be upon the appellant to show that there was no substantial evidence to support the decision or finding appealed. At the conclusion of the hearing, the hearing officer shall make a final and conclusive determination.

Section 3: Within fifteen (15) days after its adoption, this ordinance or a Summary of the Ordinance prepared by the City Attorney, together with the names of those City Council members voting for and against the Ordinance, shall be published in a newspaper of general circulation published and circulated in the City of Kerman, and a certified copy of the be posted in the office of the City Clerk.

Section 4: This Ordinance shall take effect thirty (30) days after its passage.

The foregoing Ordinance was introduced on February 18, 2009 and duly and regularly passed by the Council of the City of Kerman at a regular meeting thereof held on the ____ day of March, 2009, by the following vote:

AYES:

NOES:

ABSENT:

ATTEST:

Trinidad M. Rodriquez, Mayor

By: _____
L. Renee Holdcroft, City Clerk

APPROVED AS TO FORM:

City Attorney

**KERMAN CITY COUNCIL
COUNCIL MEETING**

**February 04, 2009– Regular Meeting
6:30 PM**

MINUTES

**Community Teen Center
15101 Kearney Plaza
Kerman, CA 93630**

City Council: Mayor Trinidad Rodriguez, Richard Stockwell, Raj Dhaliwal, Jack Sidhu, Charlie Jones

Council meetings are intended to be accessible to all persons. Please let us know if you require any accommodation to allow you to access and participate in this meeting. For assistance, please call (559) 846-9380 two days prior to the meeting.

Materials related to an item on this agenda that are public documents and are submitted after distribution and posting of the agenda are available for public inspection in the City Clerk's office at 942 South Madera Avenue, Kerman, during normal business hours. Documents that are public documents provided by others during a meeting will be available at the same location during business hours after the meeting.

Present: Mayor Rodriguez, Council Members Dhaliwal, Jones, Sidhu, and Stockwell.

Absent: None

Also Present: City Manager, City Attorney, City Clerk, City Engineer, Planning and Development Director, Public Works Director, Police Chief, Finance Director, and Parks and Community Services Director.

WELCOME – Trinidad M. Rodriguez, Mayor

CALL TO ORDER

6:30 p.m. All present.

ROLL CALL - City Clerk Renee Holdcroft

Presented

INVOCATION - As Offered

None

PLEDGE OF ALLEGIANCE – City Clerk

Presented

ITEM 5.D Agreement for Development of KABOOM! Playground Was Added As Too Late For Agenda.

Approved: CJ/JS (5-0)

1. AGENDA APPROVAL

Approved: _CJ/RD (5-0)

2. PRESENTATIONS/COMMENDATIONS

2.A Swearing in New Reserve Officer Steve Shamp. [WWN]

Performed by City Clerk.

REQUEST TO ADDRESS COUNCIL

No one addressed the Council.

3. PUBLIC HEARINGS / PUBLIC MEETING – 6:30 p.m.

3.A Abatement Hearing: Declaration of Nuisance and Order to Abate (APN 023-040-90s and 023-040-78s) [KC/LP]

Approved the declaration of this property as a nuisance. CJ/RS (5-0)

Recommendation: Staff is recommending that the City Council conduct a hearing and adopt a resolution declaring nuisance and order to abate subject property pursuant to Chapter 14.01 of the Kerman Municipal Code.

No one present to address this item before Council.

3.B Public Hearing: Kerman Municipal Ordinance for False Alarms both Commercial and Residential. (Public Hearing, 2nd Reading and Adoption) [WWN]

Opened PH 8:53pm
Closed PH 8:53 pm
Approved: CJ/RS (5-0)

Recommendation: Council adopt Kerman Municipal Ordinance for False Alarms both Commercial and Residential.

4. CONSENT CALENDAR (Items that are not pulled from the Consent Calendar are approved by a single motion.)

Approved: CJ/RS (5-0)

4.A Approval of Minutes:
January 21, 2009

4.B Payroll Report:
December 28, 2008 - January 10, 2009: \$114,735.74; Retro Pay: \$46.52; Overtime: \$1,207.90; Standby & FTO: \$870.22

4.C Warrants:
Nos. 27736 - 27802 \$112,242.39

4.D Resolution: Final Acceptance and Notice of Completion for Demolition of Clarifier and Headworks Project at Wastewater Treatment Plant Expansion. [GH]

Recommendation: Staff recommends that the Council approve the enclosed resolution accepting the work by Lee Crippen Demolition and authorize the filing of the Notice of Acceptance.

5. PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AGREEMENTS, ETC

5.A Resolution: Adoption of Negative Declaration for the WWTP Bufkin Reclamation Project [GH]

Approved: CJ/RS (4 ayes; 1 no; 0 absent)
Sidhu Opposed.

Recommendation: We recommend that the Council adopt the attached resolution approving the Negative Declaration for the project.

**5.B Resolution: Purchase of Property (Rice Trust Property)
Located at 1020 S. Siskiyou Address, APN 023-060-01
Approximately 37 Plus Acres (both sides of railroad tracks)
[RM]**

Approved: CJ/RS
(5-0)

If any of the property in question were to be sold, any funds coming from the sale of any of this property would have to go into park development.

Recommendation: Approve Resolution for Purchase of Property (Rice Trust Property) located at 1020 S. Siskiyou - APN 023-060-01 approximately 37 acres (both sides of railroad tracks).

5.C Ordinance: Construction and Demolition (C & D) Ordinance for the purpose of to encourage recycling and responsible reductions in the volume of waste materials going to Landfills. (Introduction, First Reading and Set Public Hearing) [RM]

Ord. Introduced,
Waived 1st Reading,
Set Public Hearing
for February 18,
2009
Approved: CJ/RS (5-
0)

Recommendation: Council Continue this item to February 18, 2009 meeting and set Public Hearing for same date.

ITEM 5.D WAS ADDED TOO LATE FOR AGENDA

5.D Agreement for Development of KABOOM! Playground

Approved: RD/CJ (5-
0)

Recommendation: 1) Designate April 4 as Build a Park Playground Day; 2) Authorize Community Service Director and City Manager working with the City Attorney to execute an agreement with KaBOOM! Inc. to accept a donation of playground equipment, design and construction supervision services for "B" Street Park ("B" and 16th Street) with an approximate value of \$50,000/\$60,000. This contract will include a city contribution through community donations of \$10,000 match (staff recommends a city amount of \$2,500) and to be responsible for any donation shortfalls. 3) Designate city staff to coordinate donated labor, site preparation staff to coordinate volunteer efforts and community meetings, and approve the design and final installation.

Authorize April 4 as
Build a Park Play-
ground Day and
accept equipment.

6. WRITTEN COMMUNICATIONS

6.A Letter: January 20, 2009 - Fresno County Superior Court, Presiding Judge, M. Bruce Smith - Closure of Kerman Court [RM]

Informational. No
direction given.

Recommendation: Council provide direction to City staff.

7. ADMINISTRATIVE REPORTS

7.A Five-Year Capital Improvement Program - Parks, General Plan Update and Administration Overhead [GH]

Informational.

For clarification it was noted that an additional \$5,000 goes into the RDA LMI Program bringing the total cost to \$15,000.

Recommendation: This item is for Council review and comment, no action is required. The complete Five-Year CIP will be presented in March for adoption.

8. COUNCIL REPORTS

8.A Mayor's Report

- 1. Feedback Re: Joint Workshop with Board of Supervisors and Council of Government (COG) (Fresno County Cities) Thursday, January 29, 2009.**

Recommendation: Council provide direction.

- 2. City Council/Joint KUSD Board Meeting - February 25, 2009, 6:00 p.m. at Community/Teen Center.**

8.B Council Members' Reports

COUNCIL ADJOURN INTO CLOSED SESSION (to discuss 9.D)

8:09 p.m.

9. CLOSED SESSION

- 9.A Government Code 54956.9(c) - Conference with Legal Counsel on Anticipated Litigation: Council Determining Whether to Initiate Litigation; one Potential Case.**
- 9.B Government Code Section 54956.9(b) - Conference with Legal Counsel - Anticipated Litigation - 2 Potential Cases (Mr. Lopez and Fresno County)**
- 9.C Government Code 54956.8 - Conference with Real Property Negotiator; Property: Portion of NE Quarter, Section 18, Township 14 South, Range 18 East, 1 acre, more or less, adjacent to San Joaquin Valley RR Right-of-way. Negotiating Parties: City Manager Ron Manfredi for City and Josephine H McClain and others for Property Owner. Under Negotiation: Price and Terms.**
- 9.D Government Code 54956.8 - Discussion Regarding Property Negotiations: Park Site; Agency Negotiator: City Manager; Negotiating Parties: Parties requested Confidentiality; Under Negotiation: Purchase of Land for Park Property**

COUNCIL RECONVENE FROM CLOSED SESSION (no reportable action.)

8:19 p.m.

10. ADJOURNMENT

RD/CJ (5-0) 8:20 p.m.

MINUTES CERTIFICATION

I, L. RENEE HOLDCROFT, 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 Community/Teen Center, 15101 Kearney Plaza, Kerman Ca.

Date

L. Renee Holdcroft
City Clerk

CITY OF KERMAN PAYROLL REPORT

AGENDA ITEM 4.B.1

PAY PERIOD: January 11, 2009 - January 24, 2009

EMPLOYEE	SALARY	RETRO PAY	OVER TIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>								
2 Manfredi, Ron	\$ 5,065.38	\$ -	-	\$ -	-	\$ -	\$ 5,065.38	
15 Gonzales, Diana	\$ 1,747.85	\$ -	-	\$ -	-	\$ -	\$ 1,747.85	
87 Madruga, Lydia	\$ 1,966.15	\$ -	-	\$ -	-	\$ -	\$ 1,966.15	
299 Przybyla, Tim	\$ 3,354.00	\$ -	-	\$ -	-	\$ -	\$ 3,354.00	
332 Alvarez, Josefina	\$ 1,190.31	\$ -	-	\$ -	-	\$ -	\$ 1,190.31	
350 Jones, Toni	\$ 2,352.46	\$ -	-	\$ -	-	\$ -	\$ 2,352.46	
359 Holdcroft, Renee	\$ 2,697.69	\$ -	-	\$ -	-	\$ -	\$ 2,697.69	
375 Reyes, Marcia	\$ 535.42	\$ -	-	\$ -	-	\$ -	\$ 535.42	
TOTAL	\$ 18,909.27	\$ -	-	\$ -	-	\$ -	\$ 18,909.27	0.00
<u>REC/SOCIAL</u>								
11 Gallegos, Philip	\$ 3,293.08	\$ -	-	\$ -	-	\$ -	\$ 3,293.08	
35 Arredondo, Barbara	\$ 1,399.38	\$ -	-	\$ -	-	\$ -	\$ 1,399.38	
76 Wright, Judy	\$ 1,365.23	\$ -	-	\$ -	-	\$ -	\$ 1,365.23	
97 Gonzalez, Jose Felix	\$ 1,475.54	\$ -	-	\$ -	-	\$ -	\$ 1,475.54	
109 Gonzales, Johnny	\$ 221.00	\$ -	-	\$ -	-	\$ -	\$ 221.00	
233 Moore, Nancy	\$ 1,812.46	\$ -	-	\$ -	-	\$ -	\$ 1,812.46	
237 Salvador, Mark	\$ 1,681.85	\$ -	-	\$ -	-	\$ -	\$ 1,681.85	
431 Laurissa, Gallardo	\$ 1,383.69	\$ -	-	\$ -	-	\$ -	\$ 1,383.69	
361 Lujan, Vanessa	\$ 529.38	\$ -	-	\$ -	-	\$ -	\$ 529.38	
175 Aguayo, Juan	\$ 165.75	\$ -	-	\$ -	-	\$ -	\$ 165.75	
270 Zepeda, Adriana	\$ 113.75	\$ -	-	\$ -	-	\$ -	\$ 113.75	
292 Silva, Jessica	\$ 601.25	\$ -	-	\$ -	-	\$ -	\$ 601.25	
347 Quintana, Pedro	\$ 53.63	\$ -	-	\$ -	-	\$ -	\$ 53.63	
352 Gaytan, Salvador III	\$ 60.13	\$ -	-	\$ -	-	\$ -	\$ 60.13	
388 Arredondo, Michelle	\$ 112.00	\$ -	-	\$ -	-	\$ -	\$ 112.00	
383 Rodrigues, Manuel	\$ 104.00	\$ -	-	\$ -	-	\$ -	\$ 104.00	
TOTAL	\$ 14,372.11	\$ -	\$ -	\$ -	-	\$ -	\$ 14,372.11	0.00
<u>POLICE</u>								
29 Rodrigues, Mary	\$ 1,691.08	\$ -	-	\$ -	-	\$ -	\$ 1,691.08	
59 Madruga, Ron	\$ 2,715.23	\$ -	1.00	\$ 50.91	-	\$ -	\$ 2,766.14	
69 Chapman, Tom	\$ 2,167.85	\$ -	-	\$ -	16.00	\$ 108.39	\$ 2,276.24	
73 Collins, Kirk	\$ 2,796.46	\$ -	-	\$ -	-	\$ -	\$ 2,796.46	
74 Newton, William	\$ 3,951.23	\$ -	-	\$ -	-	\$ -	\$ 3,951.23	
101 Cubillos, Teresa	\$ 2,221.85	\$ -	-	\$ -	7.50	\$ 52.07	\$ 2,273.92	
245 Barbosa, Isaias	\$ 2,167.85	\$ -	-	\$ -	-	\$ -	\$ 2,167.85	
278 Deo, Gurdeep	\$ 2,180.31	\$ -	11.00	\$ 449.69	-	\$ -	\$ 2,630.00	
291 Ramirez, Donald	\$ 1,610.77	\$ -	-	\$ -	-	\$ -	\$ 1,610.77	
296 Mendoza, Sandra	\$ 1,658.31	\$ -	-	\$ -	-	\$ -	\$ 1,658.31	
307 Gaxiola, Ronald	\$ 1,966.15	\$ -	2.00	\$ 73.73	-	\$ -	\$ 2,039.88	
334 Shwetzter, Kristofer	\$ 1,872.46	\$ -	3.00	\$ 105.33	5.00	\$ 29.26	\$ 2,007.04	
343 Davis, Jeff	\$ 2,232.92	\$ -	7.00	\$ 293.07	-	\$ -	\$ 2,525.99	
354 Lee Ness	\$ 1,909.85	\$ -	-	\$ -	-	\$ -	\$ 1,909.85	
363 Wilbert Barcoma	\$ 1,836.92	\$ -	-	\$ -	-	\$ -	\$ 1,836.92	
369 Joseph Ramer	\$ 1,071.23	\$ -	-	\$ -	-	\$ -	\$ 1,071.23	
380 Scott Armstrong	\$ 1,698.46	\$ -	5.00	\$ 159.23	-	\$ -	\$ 1,857.69	
402 James W Nevis	\$ 2,005.38	\$ -	-	\$ -	-	\$ -	\$ 2,005.38	
413 Peter Magallon	\$ 1,658.31	\$ -	0.50	\$ 15.55	-	\$ -	\$ 1,673.85	
425 Jeff Belding	\$ 1,617.69	\$ -	6.00	\$ 181.99	-	\$ -	\$ 1,799.68	
TOTAL:	\$ 41,030.31	\$ -	35.50	\$ 1,329.49	28.50	\$ 189.72	\$ 42,549.53	0.00

CITY OF KERMAN PAYROLL REPORT

AGENDA ITEM 4.B.1

PAY PERIOD: January 11, 2009 - January 24, 2009

EMPLOYEE	SALARY	RETRO PAY	OVER TIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
<u>PUBLIC WORKS</u>								
8 Gonzales, Ruben	\$ 1,842.92	\$ -	-	\$ -	-	\$ -	\$ 1,842.92	
20 Rodriguez, Joe	\$ 1,798.15	\$ -	-	\$ -	-	\$ -	\$ 1,798.15	
25 Prieto, Ruben	\$ 1,615.38	\$ -	-	\$ -	-	\$ -	\$ 1,615.38	
26 Gruce, Robert	\$ 2,382.00	\$ -	-	\$ -	-	\$ -	\$ 2,382.00	
27 Hearld, Douglas	\$ 2,448.46	\$ -	-	\$ -	-	\$ -	\$ 2,448.46	
134 Ramirez, Manuel	\$ 1,613.08	\$ -	-	\$ -	3.75	\$ 75.61	\$ 1,688.69	
172 Chavez, Fernando M.	\$ 1,793.54	\$ -	2.00	\$ 67.26	13.50	\$ 302.66	\$ 2,163.46	
290 Gastelum, Humberto	\$ 1,596.46	\$ -	2.00	\$ 79.82	1.50	\$ 29.93	\$ 1,706.22	
298 Barajas, Michael	\$ 1,443.23	\$ -	-	\$ -	-	\$ -	\$ 1,443.23	
322 Castro, Joseph	\$ 1,446.46	\$ -	-	\$ -	-	\$ -	\$ 1,446.46	
330 Gamez, Jesus	\$ 1,499.08	\$ -	-	\$ -	-	\$ -	\$ 1,499.08	
349 Sidhu, Nirmal	\$ 1,246.15	\$ -	-	\$ -	-	\$ -	\$ 1,246.15	
405 Hodges, Thomas	\$ 1,130.31	\$ -	-	\$ -	-	\$ -	\$ 1,130.31	
378 Sanchez, Daniel	\$ 1,186.62	\$ -	-	\$ -	-	\$ -	\$ 1,186.62	
389 Moore, Ken	\$ 3,329.08	\$ -	-	\$ -	-	\$ -	\$ 3,329.08	
329 Arechiga, Pastor	\$ 1,246.15	\$ -	-	\$ -	-	\$ -	\$ 1,246.15	
418 Medeiros, Cheryl	\$ 1,480.15	\$ -	-	\$ -	-	\$ -	\$ 1,480.15	
TOTAL	\$ 29,097.23	\$ -	4.00	\$ 147.08	18.75	\$ 408.21	\$ 29,652.52	
<u>PLANNING</u>								
37 Pimentel, Olivia	\$ 2,012.77	\$ -	-	\$ -	-	\$ -	\$ 2,012.77	
234 Kufis, Chris	\$ 1,850.31	\$ -	-	\$ -	-	\$ -	\$ 1,850.31	
326 Fonseca, Monica	\$ 1,187.08	\$ -	-	\$ -	-	\$ -	\$ 1,187.08	
358 Cox, Kent	\$ 2,225.54	\$ -	-	\$ -	-	\$ -	\$ 2,225.54	
379 Zapata, Domingo	\$ 1,377.69	\$ -	11.00	\$ 344.42	23.25	\$ 400.39	\$ 2,122.51	
414 Patlan, Luis	\$ 3,768.00	\$ -	-	\$ -	-	\$ -	\$ 3,768.00	
TOTAL	\$ 12,421.38	\$ -	11.00	\$ 344.42	23.25	\$ 400.39	\$ 13,166.20	0.00
<u>PLANNING</u>			<u>COUNCIL</u>					
Arabian, M	\$ -			Rodriguez		\$ 155.00		
Epperson, R	\$ -			Stockwell		\$ 155.00		
Felker, R	\$ -			Dhaliwal		\$ 155.00		
Nehring, K	\$ -			Sidhu		\$ 155.00		
Garcia, L	\$ -			Jones		\$ 155.00		
Lopez, Michael	\$ -							
Bandy, Robert	\$ -							
Total	\$ -			Total		\$ 775.00		
GRAND TOTAL:	\$116,605.30	\$0.00	50.50	\$1,821.00	70.50	\$998.32	\$119,424.62	0.00

CITY OF KERMAN PAYROLL REPORT

AGENDA ITEM 4.B.1

PAY PERIOD: January 25, 2009 - February 07, 2009

EMPLOYEE	SALARY	RETRO PAY	OVER TIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
<u>ADMINISTRATION</u>								
2 Manfredi, Ron	\$ 5,065.38	\$ -	-	\$ -	-	\$ -	\$ 5,065.38	
15 Gonzales, Diana	\$ 1,747.85	\$ -	-	\$ -	-	\$ -	\$ 1,747.85	
87 Madruga, Lydia	\$ 1,966.15	\$ -	-	\$ -	-	\$ -	\$ 1,966.15	
299 Przybyla, Tim	\$ 3,354.00	\$ -	-	\$ -	-	\$ -	\$ 3,354.00	
332 Alvarez, Josefina	\$ 1,190.31	\$ -	-	\$ -	-	\$ -	\$ 1,190.31	
350 Jones, Toni	\$ 2,352.46	\$ -	-	\$ -	-	\$ -	\$ 2,352.46	
359 Holdcroft, Renee	\$ 2,697.69	\$ -	-	\$ -	-	\$ -	\$ 2,697.69	
375 Reyes, Marcia	\$ 535.42	\$ -	-	\$ -	-	\$ -	\$ 535.42	
TOTAL	\$ 18,909.27	\$ -	-	\$ -	-	\$ -	\$ 18,909.27	0.00
<u>REC/SOCIAL</u>								
11 Gallegos, Philip	\$ 3,293.08	\$ -	-	\$ -	-	\$ -	\$ 3,293.08	
35 Arredondo, Barbara	\$ 1,399.38	\$ -	-	\$ -	-	\$ -	\$ 1,399.38	
76 Wright, Judy	\$ 1,365.23	\$ -	-	\$ -	-	\$ -	\$ 1,365.23	
97 Gonzalez, Jose Felix	\$ 1,475.54	\$ -	-	\$ -	-	\$ -	\$ 1,475.54	
109 Gonzales, Johnny	\$ 238.00	\$ -	-	\$ -	-	\$ -	\$ 238.00	
233 Moore, Nancy	\$ 1,812.46	\$ -	-	\$ -	-	\$ -	\$ 1,812.46	
237 Salvador, Mark	\$ 1,681.85	\$ -	-	\$ -	-	\$ -	\$ 1,681.85	
431 Laurissa, Gallardo	\$ 1,297.21	\$ -	-	\$ -	-	\$ -	\$ 1,297.21	
361 Lujan, Vanessa	\$ 507.50	\$ -	-	\$ -	-	\$ -	\$ 507.50	
175 Aguayo, Juan	\$ 51.00	\$ -	-	\$ -	-	\$ -	\$ 51.00	
270 Zepeda, Adriana	\$ 260.31	\$ -	-	\$ -	-	\$ -	\$ 260.31	
292 Silva, Jessica	\$ 684.50	\$ -	-	\$ -	-	\$ -	\$ 684.50	
321 Rodriguez, Eduardo	\$ 104.00	\$ -	-	\$ -	-	\$ -	\$ 104.00	
347 Quintana, Pedro	\$ 224.81	\$ -	-	\$ -	-	\$ -	\$ 224.81	
352 Gaytan, Salvador III	\$ 87.88	\$ -	-	\$ -	-	\$ -	\$ 87.88	
373 Arredondo, Marissa	\$ 104.00	\$ -	-	\$ -	-	\$ -	\$ 104.00	
388 Arredondo, Michelle	\$ 144.00	\$ -	-	\$ -	-	\$ -	\$ 144.00	
383 Rodrigues, Manuel	\$ 176.00	\$ -	-	\$ -	-	\$ -	\$ 176.00	
TOTAL	\$ 14,906.75	\$ -	\$ -	\$ -	-	\$ -	\$ 14,906.75	0.00
<u>POLICE</u>								
29 Rodrigues, Mary	\$ 1,691.08	\$ -	-	\$ -	-	\$ -	\$ 1,691.08	
59 Madruga, Ron	\$ 2,715.23	\$ -	7.00	\$ 356.37	-	\$ -	\$ 3,071.60	
69 Chapman, Tom	\$ 2,167.85	\$ -	2.00	\$ 81.29	-	\$ -	\$ 2,249.14	
73 Collins, Kirk	\$ 2,796.46	\$ -	-	\$ -	-	\$ -	\$ 2,796.46	
74 Newton, William	\$ 3,951.23	\$ -	-	\$ -	-	\$ -	\$ 3,951.23	
101 Cubillos, Teresa	\$ 2,221.85	\$ -	-	\$ -	-	\$ -	\$ 2,221.85	
245 Barbosa, Isaias	\$ 2,167.85	\$ -	-	\$ -	-	\$ -	\$ 2,167.85	
278 Deo, Gurdeep	\$ 2,324.15	\$ -	-	\$ -	-	\$ -	\$ 2,324.15	
291 Ramirez, Donald	\$ 1,610.77	\$ -	-	\$ -	-	\$ -	\$ 1,610.77	
296 Mendoza, Sandra	\$ 1,658.31	\$ -	-	\$ -	-	\$ -	\$ 1,658.31	0.8
307 Gaxiola, Ronald	\$ 1,966.15	\$ -	3.00	\$ 110.60	-	\$ -	\$ 2,076.75	
334 Shwetzter, Kristofer	\$ 1,872.46	\$ -	-	\$ -	-	\$ -	\$ 1,872.46	
343 Davis, Jeff	\$ 2,232.92	\$ -	5.00	\$ 209.34	-	\$ -	\$ 2,442.26	
344 Ocegueda, Frank	\$ 60.00	\$ -	-	\$ -	-	\$ -	\$ 60.00	
430 Shamp, Steven	\$ 60.00	\$ -	-	\$ -	-	\$ -	\$ 60.00	
354 Lee Ness	\$ 1,909.85	\$ -	-	\$ -	-	\$ -	\$ 1,909.85	
363 Wilbert Barcoma	\$ 1,887.70	\$ -	15.23	\$ 551.06	-	\$ -	\$ 2,438.76	
369 Joseph Ramer	\$ 1,071.23	\$ -	-	\$ -	-	\$ -	\$ 1,071.23	
380 Scott Armstrong	\$ 1,698.46	\$ -	8.00	\$ 254.77	-	\$ -	\$ 1,953.23	
402 James W Nevis	\$ 2,005.38	\$ -	-	\$ -	-	\$ -	\$ 2,005.38	2
413 Peter Magallon	\$ 1,658.31	\$ -	-	\$ -	-	\$ -	\$ 1,658.31	
425 Jeff Belding	\$ 1,617.69	\$ -	0.50	\$ 15.17	-	\$ -	\$ 1,632.86	
TOTAL:	\$ 41,344.93	\$ -	40.73	\$ 1,578.60	-	\$ -	\$ 42,923.53	2.80

CITY OF KERMAN PAYROLL REPORT

AGENDA ITEM 4.B.1

PAY PERIOD: January 25, 2009 - February 07, 2009

EMPLOYEE	SALARY	RETRO PAY	OVER TIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
<u>PUBLIC WORKS</u>								
8 Gonzales, Ruben	\$ 1,842.92	\$ -	6.50	\$ 224.61	-	\$ -	\$ 2,067.53	
20 Rodriguez, Joe	\$ 1,798.15	\$ -	-	\$ -	5.00	\$ 112.38	\$ 1,910.54	
25 Prieto, Ruben	\$ 1,615.38	\$ -	2.00	\$ 60.58	-	\$ -	\$ 1,675.96	
26 Gruce, Robert	\$ 2,382.00	\$ -	-	\$ -	-	\$ -	\$ 2,382.00	
27 Hearld, Douglas	\$ 2,534.07	\$ -	-	\$ -	-	\$ -	\$ 2,534.07	
134 Ramirez, Manuel	\$ 1,613.08	\$ -	3.00	\$ 90.74	1.50	\$ 30.25	\$ 1,734.06	
172 Chavez, Fernando M.	\$ 1,793.54	\$ -	2.00	\$ 67.26	2.25	\$ 50.44	\$ 1,911.24	
290 Gastelum, Humberto	\$ 1,596.46	\$ -	-	\$ -	1.50	\$ 29.93	\$ 1,626.40	
298 Barajas, Michael	\$ 1,443.23	\$ -	2.00	\$ 54.12	-	\$ -	\$ 1,497.35	
322 Castro, Joseph	\$ 1,446.46	\$ -	4.00	\$ 126.57	-	\$ -	\$ 1,573.03	
330 Gamez, Jesus	\$ 1,499.08	\$ -	8.50	\$ 238.92	18.75	\$ 351.35	\$ 2,089.34	
349 Sidhu, Nirmal	\$ 1,246.15	\$ -	-	\$ -	-	\$ -	\$ 1,246.15	
405 Hodges, Thomas	\$ 1,130.31	\$ -	-	\$ -	-	\$ -	\$ 1,130.31	
378 Sanchez, Daniel	\$ 1,186.62	\$ -	-	\$ -	-	\$ -	\$ 1,186.62	
389 Moore, Ken	\$ 3,329.08	\$ -	-	\$ -	22.50	\$ 936.30	\$ 4,265.38	
329 Arechiga, Pastor	\$ 1,246.15	\$ -	22.00	\$ 560.77	-	\$ -	\$ 1,806.92	
418 Medeiros, Cheryl	\$ 1,480.15	\$ -	-	\$ -	-	\$ -	\$ 1,480.15	
TOTAL	\$ 29,182.84	\$ -	50.00	\$ 1,423.55	51.50	\$ 1,510.66	\$ 32,117.04	
<u>PLANNING</u>								
37 Pimentel, Olivia	\$ 2,012.77	\$ -	-	\$ -	-	\$ -	\$ 2,012.77	5.30
234 Kufis, Chris	\$ 1,850.31	\$ -	-	\$ -	-	\$ -	\$ 1,850.31	
326 Fonseca, Monica	\$ 1,216.62	\$ -	-	\$ -	-	\$ -	\$ 1,216.62	
358 Cox, Kent	\$ 2,225.54	\$ -	-	\$ -	-	\$ -	\$ 2,225.54	
379 Zapata, Domingo	\$ 1,377.69	\$ -	-	\$ -	-	\$ -	\$ 1,377.69	
414 Patlan, Luis	\$ 3,768.00	\$ -	-	\$ -	-	\$ -	\$ 3,768.00	
TOTAL	\$ 12,450.93	\$ -	-	\$ -	-	\$ -	\$ 12,450.93	5.30
<u>PLANNING</u>			<u>COUNCIL</u>					
Arabian, M	\$ -		Rodriguez	\$ 125.00				
Epperson, R	\$ -		Stockwell	\$ 125.00				
Felker, R	\$ -		Dhaliwal	\$ 125.00				
Nehring, K	\$ -		Sidhu	\$ 125.00				
Garcia, L	\$ -		Jones	\$ 125.00				
Lopez, Michael	\$ -							
Bandy, Robert	\$ -							
Total	\$ -		Total	\$ 625.00				
GRAND TOTAL:	\$117,419.72	\$0.00	90.73	\$3,002.14	51.50	\$1,510.66	\$121,932.52	8.10

Run date: 02/11/2009 @ 10:45
 Bus date: 02/11/2009

City of Kerman
 Check - Complete Detail

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
27803- 1436	1	1/30/2009	1012 A.V.R.,INC.			
	1		37177 UVISION ONLINE MO ACCESS MAR 0	320.00	17134	
27803- 1436	1	1/30/2009	Logged	*** Total ***	320.00	
27804- 1436	2	1/30/2009	2083 BERKELEY CEMENT, INC			
	2		37176 CDBG ADA RAMP PROJECT	106,392.87	PMT 1 12/22/08	
27804- 1436	2	1/30/2009	Logged	*** Total ***	106,392.87	
27805- 1436	3	1/30/2009	2018 BSK ANALYTICAL LAB			
	3		37175 CONDUITIVITY/NITRATE	150.00	207295	
27805- 1436	3	1/30/2009	Logged	*** Total ***	150.00	
27806- 1436	4	1/30/2009	2064 BUREAU VERITAS NORTH AMERICA,			
	4		37192 PLAN CHECK 15100 WHITESBRIDGE	209.25	1027210	
27806- 1436	4	1/30/2009	Logged	*** Total ***	209.25	
27807- 1436	5	1/30/2009	3235 CALIFORNIA YOUTH SOCCER ASSOC.			
	5		37182 STATE PLAYER FEES	5,812.50	CYSA0000021601	
27807- 1436	5	1/30/2009	Logged	*** Total ***	5,812.50	
27808- 1436	6	1/30/2009	6082 CITY OF FRESNO WMD			
	6		37172 LAB SERVICES	138.00	K011409	
	6		37173 LAB SERVICES	138.00	K122208	
	6		37174 LAB SERVICES	138.00	K012109	
27808- 1436	6	1/30/2009	Logged	*** Total ***	414.00	
27809- 1436	7	1/30/2009	15000 OFFICE DEPOT			
	7		37186 BUBBLE WRAP	55.48	460793993-001	
	7		37191 CALENDARS/MARKERS	50.87	457883791-001	
27809- 1436	7	1/30/2009	Logged	*** Total ***	106.35	
27810- 1436	8	1/30/2009	0 SECRETARY OF STATE			
	8		37181 NOTARY COMM RENEWAL/TESTING FE	40.00	T. JONES	
27810- 1436	8	1/30/2009	Logged	*** Total ***	40.00	
27811- 1436	9	1/30/2009	16025 P.G.& E.			
	9		37179 MO SVC 12/19-1/20/09 SHOP/WELL	1,916.03	5467738309 1/9	
27811- 1436	9	1/30/2009	Logged	*** Total ***	1,916.03	
27812- 1436	10	1/30/2009	16054 PETE'S SPORT SHOP			
	10		37183 LITTLE LIONS BASKETBALL SHIRTS	982.12	AAD008505-AD00	
	10		37184 LITTLE LIONS SHIRT	51.91	AAD008498-AD00	
27812- 1436	10	1/30/2009	Logged	*** Total ***	1,034.03	
27813- 1436	11	1/30/2009	19141 SIM ARCHITECTS, INC.			
	11		37178 PROFESSIONAL SERVICES DEC 08	2,771.61	5439	
27813- 1436	11	1/30/2009	Logged	*** Total ***	2,771.61	
27814- 1436	12	1/30/2009	19094 SPCA			
	12		37190 E & D DEC 2008	117.00	9 @ 13.00	
27814- 1436	12	1/30/2009	Logged	*** Total ***	117.00	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
27815- 1436	13	1/30/2009	19172 SPRINT			
	13		37189 FINAL FOR NOV/DEC AIRCARD	59.57	449228811-014	
27815- 1436	13	1/30/2009	Logged	*** Total ***	59.57	
27816- 1436	14	1/30/2009	19116 STATE WATER RESOURCES CNTL			
	14		37187 GRADE 1 EXAM APP	80.00	JESUS GAMEZ	
	14		37188 GRADE 1 EXAM / APP	80.00	MANUEL RAMIREZ	
27816- 1436	14	1/30/2009	Logged	*** Total ***	160.00	
27817- 1436	15	1/30/2009	10017 TONI JONES			
	15		37180 MANDATORY TRAINING/NOTARY PUBL	39.00	ON LINE EXAM	
27817- 1436	15	1/30/2009	Logged	*** Total ***	39.00	
27818- 1436	16	1/30/2009	22038 VISION SERVICE PLAN			
	16		37185 VISION /COBRA COVERAGE FEB 09	711.84	120224150001FEB	
27818- 1436	16	1/30/2009	Logged	*** Total ***	711.84	
27819- 1437	1	2/04/2009	3175 CALIFORNIA PUBLIC EMPLOYEES			
	1		37212 EE/ER CONTRIBUTION/PRIOR SVC P	17,765.58	P/E 1/24/09	
27819- 1437	1	2/04/2009	Logged	*** Total ***	17,765.58	
27820- 1437	2	2/04/2009	3141 CONSTAR SUPPLY			
	2		37207 YELLOW CIP TACTILE PANEL/3RD&S	350.92	337866	
27820- 1437	2	2/04/2009	Logged	*** Total ***	350.92	
27821- 1437	3	2/04/2009	5036 FEDERAL SIGNAL CORP			
	3		37208 FRONT & REAR INSERT VECTOR/VEH	100.39	93777677	
27821- 1437	3	2/04/2009	Logged	*** Total ***	100.39	
27822- 1437	4	2/04/2009	6050 FRESNO COUNTY CLERK			
	4		37194 WWTP/NEG DECLARATION/BUFKIN EN	2,043.00	NEG DECLARATION	
27822- 1437	4	2/04/2009	Logged	*** Total ***	2,043.00	
27823- 1437	5	2/04/2009	5105 FRS MARKING DEVICES			
	5		37229 NAME PLATE/ROBERT BANDY	14.57	2015988	
27823- 1437	5	2/04/2009	Logged	*** Total ***	14.57	
27824- 1437	6	2/04/2009	14045 LEE NESS			
	6		37197 REIMBURSEMENT/RANGE SUPPLIES	8.39	TARP/BALLOONS	
27824- 1437	6	2/04/2009	Logged	*** Total ***	8.39	
27825- 1437	7	2/04/2009	13032 MERCED COMMUNITY COLLEGE			
	7		37195 PEST MANAGEMENT UPDATE COURSE	200.00	HEARLD/BARAJAS	
27825- 1437	7	2/04/2009	Logged	*** Total ***	200.00	
27826- 1437	8	2/04/2009	18076 MONIA RODRIGUEZ			
	8		37196 BLOOD DRAW	100.00	09-0195	
27826- 1437	8	2/04/2009	Logged	*** Total ***	100.00	
27827- 1437	9	2/04/2009	0 NICKY HARSHBARGER			
	9		37213 *C UTILITY DEPOSIT REFUND	67.37	1-01-00524-00	
27827- 1437	9	2/04/2009	Logged	*** Total ***	67.37	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	Invoice number	PO number
27828-1437	10	2/04/2009	0	SATWANT KAUR			
	10		37214	*C UTILITY DEPOSIT REFUND	122.50	1-01-04121-05	
27828-1437	10	2/04/2009	Logged	*** Total ***	122.50		
27829-1437	11	2/04/2009	0	KEVIN HELMS			
	11		37215	*C UTILITY DEPOSIT REFUND	35.62	1-01-08575-02	
27829-1437	11	2/04/2009	Logged	*** Total ***	35.62		
27830-1437	12	2/04/2009	0	MICHAEL GONZALEZ			
	12		37216	*C UTILITY DEPOSIT REFUND	37.65	1-01-12218-02	
27830-1437	12	2/04/2009	Logged	*** Total ***	37.65		
27831-1437	13	2/04/2009	0	BELLISSIMA BRIDAL & GIFTS			
	13		37217	*C UTILITY DEPOSIT REFUND	111.65	1-01-12267-05	
27831-1437	13	2/04/2009	Logged	*** Total ***	111.65		
27832-1437	14	2/04/2009	0	MYCA RUIZ			
	14		37218	*C UTILITY DEPOSIT REFUND	89.71	1-01-12540-05	
27832-1437	14	2/04/2009	Logged	*** Total ***	89.71		
27833-1437	15	2/04/2009	0	ADRIANA MIRANDA			
	15		37219	*C UTILITY DEPOSIT REFUND	62.54	1-01-13260-01	
27833-1437	15	2/04/2009	Logged	*** Total ***	62.54		
27834-1437	16	2/04/2009	0	STACY XIONG			
	16		37220	*C UTILITY DEPOSIT REFUND	122.50	1-01-13399-06	
27834-1437	16	2/04/2009	Logged	*** Total ***	122.50		
27835-1437	17	2/04/2009	0	JOSE VERDUGO			
	17		37221	*C UTILITY DEPOSIT REFUND	6.05		
27835-1437	17	2/04/2009	Logged	*** Total ***	6.05		
27836-1437	18	2/04/2009	0	IT FIGURES			
	18		37222	*C UTILITY DEPOSIT REFUND	21.26	1-01-23352-01	
27836-1437	18	2/04/2009	Logged	*** Total ***	21.26		
27837-1437	19	2/04/2009	0	SARAH OERGEL			
	19		37223	*C UTILITY DEPOSIT REFUND	81.46	1-01-40214-02	
27837-1437	19	2/04/2009	Logged	*** Total ***	81.46		
27838-1437	20	2/04/2009	0	REALTY INVESTMENT GROUP			
	20		37224	*C UTILITY PREPAYMENT REFUND	16.78	718 S 7TH ST	
27838-1437	20	2/04/2009	Logged	*** Total ***	16.78		
27839-1437	21	2/04/2009	0	MID STATE REALTY			
	21		37225	*C UTILITY PREPAYMENT REFUND	2.62	15390 W D ST	
27839-1437	21	2/04/2009	Logged	*** Total ***	2.62		
27840-1437	22	2/04/2009	0	MARIAN DAUER			
	22		37226	*C UTILITY PREPAYMENT REFUND	36.07	1-01-04055-00	
27840-1437	22	2/04/2009	Logged	*** Total ***	36.07		

					CITIBANK AP		
Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number	
27841-1437	23	2/04/2009	0 REMAX GOLD - CLOVIS				
	23		37227 *C UTILITY PREPAYMENT REFUND	12.20	15477 W C ST		
27841-1437	23	2/04/2009	Logged	*** Total ***	12.20		
27842-1437	24	2/04/2009	0 LUIS VIRAMONTES				
	24		37228 *C UTILITY PREPAYMENT REFUND	14.50	1-01-02078-01		
27842-1437	24	2/04/2009	Logged	*** Total ***	14.50		
27843-1437	25	2/04/2009	17006 QUINN COMPANY				
	25		37206 GEARS/BEARING/WASHERS VEH 1213	2,290.38	PC000232187		
27843-1437	25	2/04/2009	Logged	*** Total ***	2,290.38		
27844-1437	26	2/04/2009	18011 REAL-TIME INFORMATION SERVICES				
	26		37198 MO SPAM FILTERING FEE JAN 09	185.00	18656		
27844-1437	26	2/04/2009	Logged	*** Total ***	185.00		
27845-1437	27	2/04/2009	11053 SEBASTIAN				
	27		37209 PHONE SVC/1/21/09-2/20/09	1,953.19	846-9384 2/1/09		
27845-1437	27	2/04/2009	Logged	*** Total ***	1,953.19		
27846-1437	28	2/04/2009	11053 SEBASTIAN				
	28		37210 WWPT PHONE SVC JAN 09	14.95	996-0164 1/09		
27846-1437	28	2/04/2009	Logged	*** Total ***	14.95		
27847-1437	29	2/04/2009	19063 SLUMBERGER LUMBER				
	29		37199 ANCHORS	4.97	D13561		
	29		37200 OUTDOOR COVER/SWITCH	6.58	C39998		
	29		37201 DOG AND CAT FOOD	44.10	C40222		
	29		37202 STAKES/CODE ENFORCEMENT	13.61	C40872		
	29		37203 PAINT/CHROME TAPE RULE	253.39	C40879		
	29		37231 BUSHING/ANCHORS	34.32	1068 1/29/09		
27847-1437	29	2/04/2009	Logged	*** Total ***	356.97		
27848-1437	30	2/04/2009	23005 WALLYS TIRE AND WHEEL				
	30		37204 PATCH/FLAT REPAIR 1972 TORO MO	15.00	IN00218821		
27848-1437	30	2/04/2009	Logged	*** Total ***	15.00		
27849-1437	31	2/04/2009	23022 WEST HILLS OIL, INC				
	31		37205 FUEL/DIESEL	979.00	214406		
27849-1437	31	2/04/2009	Logged	*** Total ***	979.00		
27850-1437	32	2/04/2009	24002 XEROX CORPORATION				
	32		37211 MONTHLY LEASE JAN 09	442.57	038437342		
27850-1437	32	2/04/2009	Logged	*** Total ***	442.57		
27851-1437	33	2/04/2009	25001 YAMABE & HORN ENGINEERING				
	33		37230 ENGINEERING FEES/ DEC 2008	15,659.25	25036-25053		
27851-1437	33	2/04/2009	Logged	*** Total ***	15,659.25		
27852-1439	1	2/11/2009	2076 BACKFLOW INDEPENDENT				
	1		37247 INSPECT/REPAIR/TEST BACKFLOW D	49.50	754690		
27852-1439	1	2/11/2009	Logged	*** Total ***	49.50		

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n	Description	Net amount	Invoice number	PO number
27853-1439	2	2/11/2009	2018	BSK ANALYTICAL LAB			
	2		37256	QUARTERLY TESTING/WATER	819.00	207560	
	2		37257	TESTING/THM/PREP/HALOACETIC AC	1,590.00	201405	
27853-1439	2	2/11/2009	Logged	*** Total ***	2,409.00		
27854-1439	3	2/11/2009	2081	BVI CONSTRUCTION, INC			
	3		37236	CITY HALL REMODEL	188,809.45	PP 10	
27854-1439	3	2/11/2009	Logged	*** Total ***	188,809.45		
27855-1439	4	2/11/2009	3032	CAMCO			
	4		37255	PPL BAR/ADJ POLY CONEJET TIP	9.10	71325	
27855-1439	4	2/11/2009	Logged	*** Total ***	9.10		
27856-1439	5	2/11/2009	3193	CASSC			
	5		37283	2009 MEMBERSHIP NANCY MOORE	25.00	N MOORE 2009	
27856-1439	5	2/11/2009	Logged	*** Total ***	25.00		
27857-1439	6	2/11/2009	6082	CITY OF FRESNO WMD			
	6		37242	LAB SERVICES	234.00	K010709	
27857-1439	6	2/11/2009	Logged	*** Total ***	234.00		
27858-1439	7	2/11/2009	3023	CLEANSTREET			
	7		37251	MONTHLY SWEEP FEE JAN 09	6,439.23	55987	
27858-1439	7	2/11/2009	Logged	*** Total ***	6,439.23		
27859-1439	8	2/11/2009	3199	CROWN SERVICES CO			
	8		37289	PORTABLE RR RENTAL/KERCKHOFF	281.40	1067 1/31/09	
27859-1439	8	2/11/2009	Logged	*** Total ***	281.40		
27860-1439	9	2/11/2009	3173	CROWN SHORT LOAD CONCRETE			
	9		37241	CONCRETE/KEARNEY & PARK	347.68	4649	
	9		37269	CONCRETE / 732 3RD ST	307.73	31930	
	9		37270	CONCRETE 3RD/SUNSET	796.86	31936	
27860-1439	9	2/11/2009	Logged	*** Total ***	1,452.27		
27861-1439	10	2/11/2009	4066	DALLAS MIDWEST CO			
	10		37282	TABLE CADDY X 4	1,112.61	EC017897-KRU	
27861-1439	10	2/11/2009	Logged	*** Total ***	1,112.61		
27862-1439	11	2/11/2009	4033	DEPARTMENT OF TRANSPORTATION			
	11		37254	TRAFFIC SIGNAL MAINT DEC 08	449.51	183486	
27862-1439	11	2/11/2009	Logged	*** Total ***	449.51		
27863-1439	12	2/11/2009	4083	DRAWINGBOARD PRINTING			
	12		37258	#10 ENVELOPES	161.70	3126645	
27863-1439	12	2/11/2009	Logged	*** Total ***	161.70		
27864-1439	13	2/11/2009	11062	FEDEX KINKO'S			
	13		37281	CALENDAR ENLARGEMENTS	19.44	120619 1/09	
27864-1439	13	2/11/2009	Logged	*** Total ***	19.44		
27865-1439	14	2/11/2009	3118	FRESNO COUNTY TREASURER			

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n	Description	Net amount	Invoice number	PO number
27865-1439	14	2/11/2009	37292	REPORT OF PARKING VIOLATIONS/D Logged	110.00	DEC 08	
				*** Total ***	110.00		
27866-1439	15	2/11/2009	6056	FRESNO COUNTY TREASURER			
	15		37262	RMS/JMS ACCESS FEES JAN 09	161.91	S05931	
	15		37263	DISPATCHING SERVICES FEB 09	10,315.98	S05930	
27866-1439	15	2/11/2009		Logged	10,477.89		
				*** Total ***			
27867-1439	16	2/11/2009	8041	HD SUPPLY WATERWORKS, LTD			
	16		37244	TOOL BOX/HEX SOCKET/SOCKET SET	442.64	8438922	
	16		37245	PIG SET/W PIGTAIL /GLASS	113.10	8447719	
	16		37246	CLAMP	271.51	8503587	
	16		37253	CPLNG/CORP STOP/INSERT/STRAPS	282.59	8531494	
27867-1439	16	2/11/2009		Logged	1,109.84		
				*** Total ***			
27868-1439	17	2/11/2009	10028	HENRY, LOGOLUSO, & BLUM			
	17		37248	LEGAL SERVICES JAN 2009	2,690.99	15241-15252	
27868-1439	17	2/11/2009		Logged	2,690.99		
				*** Total ***			
27869-1439	18	2/11/2009	9004	INTERNATIONAL CODE COUNCIL			
	18		37293	CODE BOOK CALDAG 2009	63.95	1077526-IN	
27869-1439	18	2/11/2009		Logged	63.95		
				*** Total ***			
27870-1439	19	2/11/2009	9015	INTERNATIONAL INSTITUTE OF			
	19		37237	IIMC ANNUAL MEMBERSHIP 2009	125.00	21408 3/09	
27870-1439	19	2/11/2009		Logged	125.00		
				*** Total ***			
27871-1439	20	2/11/2009	10003	JACK'S BUTANE SERVICE			
	20		37290	HEATER REPAIR CALL/SR CENTER	55.00	081167	
27871-1439	20	2/11/2009		Logged	55.00		
				*** Total ***			
27872-1439	21	2/11/2009	11027	KERMAN PARTS SALES			
	21		37271	MISC PARTS/SUPPLIES	403.94	2100/1/28/09	
27872-1439	21	2/11/2009		Logged	403.94		
				*** Total ***			
27873-1439	22	2/11/2009	11033	KERWEST NEWSPAPERS			
	22		37234	LEGAL NOTICE ORD 09-01	930.00	20379	
	22		37239	DEMOLITION SUMMARY	75.00	20381	
	22		37279	SUBSCRIPTION/MANFREDI	30.00	918 2009	
27873-1439	22	2/11/2009		Logged	1,035.00		
				*** Total ***			
27874-1439	23	2/11/2009	12109	LEAGUE DIRECT			
	23		37277	YOUTH BASKETBALL UNIFORMS	1,510.47	92976288	
27874-1439	23	2/11/2009		Logged	1,510.47		
				*** Total ***			
27875-1439	24	2/11/2009	12013	LEE CRIPPEN EXCAVATION			
	24		37250	DEMO OF CLARIFIER/HEADWORKS	35,913.50	752	
27875-1439	24	2/11/2009		Logged	35,913.50		
				*** Total ***			
27876-1439	25	2/11/2009	18076	MONIA RODRIGUEZ			
	25		37291	BLOOD DRAW 2/8/09	100.00	09-0246	
27876-1439	25	2/11/2009		Logged	100.00		
				*** Total ***			

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	Invoice number	PO number
27877-1439	26	2/11/2009	13002	MUNISERVICES, LLC			
	26		37280	3RD QTR STARS REPORT	500.00	IN-0018079	
27877-1439	26	2/11/2009	Logged	*** Total ***	500.00		
27878-1439	27	2/11/2009	15000	OFFICE DEPOT			
	27		37265	TONER/INDEX/PAPER/INK	284.71	461582528-001	
27878-1439	27	2/11/2009	Logged	*** Total ***	284.71		
27879-1439	28	2/11/2009	15010	OFFICE DEPOT CREDIT ACCOUNT			
	28		37272	BATTERY/INK/STAIN REMOVER	437.65	1/06/09	
27879-1439	28	2/11/2009	Logged	*** Total ***	437.65		
27880-1439	29	2/11/2009	0	BLANCA QUINTERO			
	29		37249	*C SOCCER REG REFUND	80.00	JOSE/BEATRIZ	
27880-1439	29	2/11/2009	Logged	*** Total ***	80.00		
27881-1439	30	2/11/2009	0	NANCY CARDENAS			
	30		37294	*C FACILITY DEPOSIT REFUND	100.00	28111	
27881-1439	30	2/11/2009	Logged	*** Total ***	100.00		
27882-1439	31	2/11/2009	0	ABEL RUIZ			
	31		37295	*C FACILITY RENTAL REFUND	50.00	28189	
27882-1439	31	2/11/2009	Logged	*** Total ***	50.00		
27883-1439	32	2/11/2009	0	ROSALINDA LOPEZ			
	32		37296	*C FACILITY DEPOSIT REFUND	100.00	28185	
27883-1439	32	2/11/2009	Logged	*** Total ***	100.00		
27884-1439	33	2/11/2009	0	ROSALIA ALARCON			
	33		37297	*C FACILITY DEPOSIT REFUND	100.00	28113	
27884-1439	33	2/11/2009	Logged	*** Total ***	100.00		
27885-1439	34	2/11/2009	0	MAGGIE RUBIO			
	34		37298	*C FACILITY DEPOSIT REFUND	400.00	26094	
27885-1439	34	2/11/2009	Logged	*** Total ***	400.00		
27886-1439	35	2/11/2009	16109	PROVOST & PRITCHARD INC.			
	35		36848	ENGINEERING SVC/REVISED SRF AP	2,534.27	26521	
27886-1439	35	2/11/2009	Logged	*** Total ***	2,534.27		
27887-1439	36	2/11/2009	16123	PUMA CONSTRUCTION CO, INC			
	36		37276	KERCKHOFF RESTROOM FIRE REPAIR	14,407.58	9960	
27887-1439	36	2/11/2009	Logged	*** Total ***	14,407.58		
27888-1439	37	2/11/2009	8055	RENEE HOLDCROFT			
	37		37238	MEETING SUPPLIES CC MEETING	4.99	CC MEET 2/4/09	
	37		37259	MILEAGE JAN 09	32.26	58.65 @ .55 PER	
27888-1439	37	2/11/2009	Logged	*** Total ***	37.25		
27889-1439	38	2/11/2009	11010	SEBASTIAN			
	38		37287	FIRE ALARM MONITOR/SR CENTER/F	34.95	39795	
	38		37288	FIRE ALARM MONITOR/SR CENTER/J	34.95	39733	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n	Description	Net amount	Invoice number	PO number
27889-1439	38	2/11/2009	Logged	*** Total ***	69.90		
27890-1439	39	2/11/2009	11053 SEBASTIAN				
	39		37260 T-1 LINE/JAN 2009		397.52	996-0012	2/1/09
27890-1439	39	2/11/2009	Logged	*** Total ***	397.52		
27891-1439	40	2/11/2009	19063 SLUMBERGER LUMBER				
	40		37267 FILTERS/KPD		11.35	C38062	
	40		37268 MISC SUPPLIES		.01	C38274(2)	
27891-1439	40	2/11/2009	Logged	*** Total ***	11.36		
27892-1439	41	2/11/2009	19064 SMITH AUTO				
	41		37266 MISC SUPPLIES/PARTS		674.69	C39900	1/09
27892-1439	41	2/11/2009	Logged	*** Total ***	674.69		
27893-1439	42	2/11/2009	19895 TECHDEPOT				
	42		37278 SONY TAPE DRIVE		754.51	B090110240V1	
27893-1439	42	2/11/2009	Logged	*** Total ***	754.51		
27894-1439	43	2/11/2009	20022 THE HARTFORD				
	43		37233 PUBLIC EMPLOYEE BOND 3/09-3/10		267.00	8310103438	2/09
27894-1439	43	2/11/2009	Logged	*** Total ***	267.00		
27895-1439	44	2/11/2009	8051 TRINIDAD HUERTA				
	44		37286 LANDSCAPE / 1 WK JAN 09		147.00	1113012009	
27895-1439	44	2/11/2009	Logged	*** Total ***	147.00		
27896-1439	45	2/11/2009	99999 U.S. BANK CORPORATE PAYMENT SY				
	45		37275 MISC PURCHASES/CHARGES JAN INV		147.30	1/22/09 INV	
27896-1439	45	2/11/2009	Logged	*** Total ***	147.30		
27897-1439	46	2/11/2009	23005 WALLYS TIRE AND WHEEL				
	46		37243 CAT BACKHOE SUPPLIES		239.67	IN00218907	
27897-1439	46	2/11/2009	Logged	*** Total ***	239.67		
27898-1439	47	2/11/2009	23023 WEST PAYMENT CENTER				
	47		37264 QUINLAN SEARCH/SEIZURE BULLETI		168.00	817612005	
27898-1439	47	2/11/2009	Logged	*** Total ***	168.00		
27899-1439	48	2/11/2009	23052 WESTAMERICA BANK				
	48		37235 RETENTION PAYMENT BVI CONST/CI		20,978.83	PP 10 RETENTION	
27899-1439	48	2/11/2009	Logged	*** Total ***	20,978.83		
27900-1439	49	2/11/2009	23048 WORKINGARTS MARKETING, INC				
	49		37240 WEBSITE UPDATES/MAINT JAN 09		95.00	1536	
27900-1439	49	2/11/2009	Logged	*** Total ***	95.00		
27901-1439	50	2/11/2009	24002 XEROX CORPORATION				
	50		37252 MONTHLY LEASE FEB/COPIES JAN		244.35	038437345	
	50		37261 MONTHLY LEASE JAN 2009		248.62	038437343	
	50		37284 COPIER MO LEASE JAN 09 C		269.15	038437344	
	50		37285 MO LEASE DEC 08/COPIES 3RD QTR		441.07	037971869	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
27901-	1439	50	2/11/2009 Logged	*** Total ***		
				1,203.19		
			** Total MFP discount **		.00	
			** Total MFP amount **		.00	
			** Total check discount **		.00	
			** Total check amount **		462,806.91	
			** Total void discount **		.00	
			** Total void amount **		.00	

CITY OF KERMAN
CC 1-22-09

Date	Item	Cardholder Acct	Internal Acct Code	Amount
William Newton				
01/08/09	Executech Comm	Repair Antenna	10.0.3011.551.02	\$ 35.00
01/09/09	Postal Annex	Return PC Book	10.0.3011.521.02	\$ 15.19
01/21/09	Save Mart	Fresno/Madera Chief Assoc. Meeting	10.0.3011.554.05	\$ 55.88
				\$ 106.07
Ken Moore				
01/15/09	Credit on Account	Credit/Prior Payment	50.0.4011.521.03	\$ (363.75)
				\$ (363.75)
Ron Manfredi				
1/14/2009	Perko's	Lunch/Ron, Luis Jim Talbot/Madera RDA	10.0.1002.521.02	\$ 37.18
1/15/2009	El Rodeo	Lunch/Ron, Luis Soya Griffin/Valley Health Team	10.0.1002.521.02	\$ 36.20
1/7/2009	Perko's	Ron, Luis, New Plannin Comm. Robert	10.0.1002.521.02	\$ 33.78
12/31/2008	Perko's	Lunch/Ron CP Jones re city issues	10.0.1002.521.02	\$ 20.18
12/22/2008	Quizno's	Ron/Ken Moore Biweekly meeting	10.0.1002.521.02	\$ 16.69
				\$ 144.03
Phillip Gallegos				
1/16/2009	USPS	Stamps/Dept mail	10.0.2044.521.02	\$ 126.00
01/21/09	Gamestop	Games / Youth program	10.0.2065.521.02	\$ 134.95
				\$ 260.95
Renee Holdcroft				
				\$ -
TOTAL				\$ 147.30
				\$ 147.30

RESOLUTION 09-

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN APPROVING
UPPER KINGS BASIN INTEGRATED REGIONAL WATER MANAGEMENT
JOINT POWERS AGREEMENT**

WHEREAS, the City of Kerman is vitally interested in the management of water supplies available or delivered within its boundaries; and

WHEREAS, one of the water supplies of great importance to the City of Kerman is the Kings River; and

WHEREAS, in order to maximize the beneficial use of Kings River water, the City of Kerman has been pursuing integrated regional water management planning strategies for the Upper Kings Basin with other interested parties through an informal coalition sometimes referred to as the Upper Kings Basin Water Forum; and

WHEREAS, through the Upper Kings Basin Water Forum, the parties thereto developed and adopted an integrated regional water management plan for the Upper Kings Basin (the “Upper Kings Basin IRWMP”) and have undertaken various activities in furtherance of that plan; and

WHEREAS, the City of Kerman and other members of the Upper Kings Basin Water Forum wish to facilitate continued integrated water resource management on the Upper Kings Basin by forming a joint powers authority to replace the informal Upper Kings Basin Water Forum and to pursue appropriate water resource planning opportunities in accordance with the applicable provisions of California law and the Upper Kings Basin IRWMP.

THEREFORE, BE IT RESOLVED, that the foregoing recitals are true and correct;

RESOLVED FURTHER, that the City of Kerman hereby reaffirms its support for and adoption of the Upper Kings Basin IRWMP and shall continue to support its implementation;

RESOLVED FURTHER, that the City of Kerman has determined that it wishes to become a member of the Upper Kings Basin Integrated Regional Water Management Authority in order to further pursue cooperative planning opportunities for Kings River water in accordance with the Upper Kings Basin IRWMP;

RESOLVED FURTHER, that the joint powers agreement for the Upper Kings Basin Integrated Regional Water Management Authority is hereby approved in the form attached hereto as Exhibit A;

RESOLVED FURTHER, that the City Manager of the City of Kerman and hereby authorized and directed to execute and deliver the referenced joint powers agreement on behalf

of the City of Kerman so that the City of Kerman shall become a member of the Upper Kings Basin Integrated Regional Water Management Authority; provided, that the City of Kerman's signature on such joint powers agreement shall not be deemed effective, and it shall not become a member of the Upper Kings Basin Integrated Regional Water Management Authority, unless and until at least six other public agencies and/or mutual water companies have approved the joint powers agreement and agreed to become members;

RESOLVED FURTHER, that Mayor is hereby designated as the City of Kerman's Director on the new Joint Powers Authority's Board of Directors, and Ken Moore is designated as the alternate;

RESOVLED FURTHER, that City of Kerman staff is authorized and directed to take such further actions as they deem necessary or appropriate to implement the foregoing resolutions.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 18th day of February, 2009, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

TRINIDAD M. RODRIGUEZ
MAYOR

ATTEST:

L. RENEE HOLDCROFT
CITY CLERK

UPPER KINGS BASIN INTEGRATED REGIONAL WATER MANAGEMENT JOINT POWERS AGREEMENT

THIS AGREEMENT is made and effective as of March 1, 2009 pursuant to the Joint Exercise of Powers Act (Government Code Sections 6500, *et seq.*) by and between the public agencies listed on the attached Exhibit A in order to form the Upper Kings Basin Integrated Regional Water Management Authority. This Agreement is made with reference to the following facts.

A. Each of the parties to this Agreement is a public agency vitally interested in the management of water supplies delivered to those within that agency's boundaries. One of the water supplies of great importance to each of the parties is the Kings River.

B. Because the parties share a common interest in maximizing the beneficial use of Kings River water, they have jointly been pursuing integrated regional water management planning strategies for the Upper Kings Basin (as defined below) through an informal coalition sometimes referred to as the Upper Kings Basin Water Forum. Through the Upper Kings Basin Water Forum, the parties have developed an integrated regional water management plan for the Upper Kings Basin and have undertaken various activities in furtherance of that plan.

C. The parties wish to facilitate continued integrated water resource management on the Upper Kings Basin by forming a joint powers authority to replace the informal Upper Kings Basin Water Forum and to pursue appropriate water resource planning opportunities in accordance with the applicable provisions of California law.

THEREFORE, in consideration of the mutual promises, covenants and conditions hereinafter set forth, it is agreed by and among the parties hereto as follows:

Article I: Definitions

As used in this Agreement, unless the context requires otherwise, the meaning of the terms hereinafter set forth shall be as follows:

(a) "Act" shall mean the Integrated Regional Water Management Planning Act of 2002, codified in Part 2.2 (commencing with Section 10530) of Division 6 of the California Water Code, as it may be amended, revised or superseded from time to time.

(b) "Advisory Committee" shall mean the advisory body of the Authority created by Section 3.02 of this Agreement, consisting of representatives from the Members and the Interested Parties.

(c) "Authority" shall mean the Upper Kings Basin Integrated Regional Water Management Authority, being the separate entity created by this Agreement.

(d) “Board of Directors” or “Board” shall mean the governing body of the Authority as established by Section 3.01 of this Agreement.

(e) “Fiscal Year” shall mean that period of twelve months established as the Fiscal Year of the Authority pursuant to Section 4.01 of this Agreement.

(f) “Interested Parties” shall mean those public and private entities that have (i) either opted not to become Members of the Authority or are legally precluded from becoming Members, (ii) provided a formal expression of interest in the Authority’s activities and (iii) been designated by the Board of Directors as Interested Parties. The parties listed on the attached Exhibit B shall be the initial Interested Parties. The Board of Directors may from time to time add additional Interested Parties or remove Interested Parties. Interested Parties need not execute this Agreement, but shall be governed by its provisions. Interested Parties shall be non-voting, but shall be provided with an opportunity to provide input into Authority activities for consideration by the Board of Directors, Advisory Committee and Members.

(g) “IRWMP” shall mean the integrated regional water management plan for the Upper Kings Basin adopted pursuant to the Act by the Upper Kings Basin Water Forum, as it may be modified or amended from time to time.

(h) “Major Decision” shall mean any decision by the Board of Directors that is not a Minor Decision or Supermajority Decision. A Major Decision shall require the affirmative vote of two-thirds of the members of the Board of Directors present and voting at a meeting at which a quorum is present.

(i) “Minor Decision” shall mean a decision by the Board of Directors that does not have a material effect on the long-term activities or policies of the Authority, including (i) setting, amending or approving agendas, (ii) approving or amending minutes, (iii) approving the payment of bills or other amounts due as a result of the routine activities of the Authority, (iv) incurring any expense or series of related expenses totaling not more than \$10,000 in any Fiscal Year and (v) purely administrative decisions that do not set policy for the Authority. In the event of a disagreement as to whether a decision is a Minor Decision, the Chairman shall determine whether such decision is a Minor Decision, and such determination shall be final. A Minor Decision shall require the affirmative vote of a majority of the members of the Board of Directors present and voting at a meeting at which a quorum is present.

(j) “Members” shall mean those the parties identified on the attached Exhibit A, and any parties that shall hereafter become Members in accordance with the terms and provisions of this Agreement.

(k) “Participation Percentage” shall mean the percentages described in Section 3.03 as they may be modified from time to time.

(l) “Special Activities” shall mean activities that are consistent with the purpose of this Agreement, but which are undertaken by fewer than all the parties in the name of the Authority pursuant to Section 3.07.

(m) “Supermajority Decision” shall mean any decision by the Board of Directors to (i) initiate litigation in the name of the Authority, (ii) issue bonds or other form of indebtedness obligating the Authority for an amount in excess of \$100,000, (iii) adopt or amend the Authority’s budget, (iv) change any Participation Percentage, (v) admit any new Member to the Authority or (vi) terminate any Member. A Supermajority Decision shall require the affirmative vote of two-thirds of the members of the Board of Directors.

(n) “Upper Kings Basin” shall mean the area depicted on the attached Exhibit C.

Article II: Creation of Authority

Section 2.01 – Creation.

The parties, pursuant to their joint exercise of powers, hereby create a public entity to be known as the “Upper Kings Basin Integrated Regional Water Management Authority.”

Section 2.02 – Term.

This Agreement shall remain in effect until terminated by mutual agreement of all the parties hereto. Notwithstanding any other provision herein, this Agreement shall remain in effect and be binding upon the parties hereto and upon all subsequent parties joined herein for such a period as the Authority desires to engage in any activities under this Agreement. The foregoing provision shall not apply, however, to any party that withdraws or is terminated from its participation in the Authority in accordance with this Agreement.

Section 2.03 – Purpose.

The purpose of this Agreement is to provide for the joint exercise, through the Authority, of powers common to each of the parties in order to (i) engage in integrated regional water management planning and related activities under the Act in the Upper Kings Basin for the benefit of the water users within the boundaries of the Members, including without limitation those activities formerly conducted by the Members through the Upper Kings Basin Forum, (ii) coordinate, manage, maintain, modify, amend and implement the IRWMP under the Act, including without limitation assisting the Members in the development of water management projects and/or grant applications for projects included in or consistent with the IRWMP, (iii) participate through the Authority in water management projects included in or consistent with the IRWMP, and (iv) engage in such other activities related thereto as are incidental, necessary and convenient to the mutual benefit and interest of the Members. Activities unrelated to integrated regional water management planning under the Act in the Upper Kings Basin and/or the IRWMP shall not be undertaken by the Authority.

Section 2.04 – Powers.

The Authority shall have the power to take any action to carry out the purposes of this Agreement. Subject to the applicable voting requirements described in this Agreement, the Authority is authorized, in its own name, to do all acts necessary for the exercise of said powers, including, but not limited to, any and all of the following: to coordinate all activities necessary to maintain, modify, amend and implement the IRWMP in accordance with the Act; to screen and

select projects for grant applications; to prepare and submit grant applications on behalf of the Members; to assist Members in the development of water management projects; to participate in water management projects; to allocate and manage grant funding; to create and appoint committees and sub-committees; to undertake, on behalf of the Members, all actions required by the California Department of Water Resources and the State Water Resources Control Board related to the IRWMP; to make and enter into contracts and agreements; to sue and be sued in its own name; to engage or employ agents, consultants and employees; to acquire, construct, manage, maintain and operate any buildings, works, or improvements; to acquire by eminent domain, or otherwise, and to hold or dispose of any property; to issue bonds and all other forms of indebtedness, to the extent and on the terms provided by law for any of the parties herein or for any separate entity so permitted; and to incur debts, liabilities and obligations as approved by the Board of Directors in accordance with this Agreement. The Authority may levy assessments. Alternatively, in lieu of assessments (either in whole or in part), the Authority may fix and collect charges for any service furnished by the Authority. In accordance with California Government Code Section 6509, the foregoing powers shall be subject to the restrictions upon the manner of exercising such powers pertaining to the ALTA IRRIGATION DISTRICT, as specified in Division 11 of the California Water Code.

Notwithstanding the foregoing, Members of the Authority shall at all times retain control and authority, independent of the Authority, over their own internal matters, including water supplies, facilities, and water supply projects.

Section 2.05 – Adoption of IRWMP.

The Members agree that the IRWMP shall be coordinated and managed by the Authority, and that all modifications or amendments of the IRWMP shall be adopted only by the Authority's Board of Directors and in accordance with this Agreement. Modifications and amendments of the IRWMP shall be a Major Decision.

Article III: Internal Organization

Section 3.01 – Governing Body.

The Authority shall be governed by a Board of Directors which is hereby established and which shall be composed of one representative of each of the Members, and who shall be selected and designated in writing from time to time by the governing body of the respective party from among the elected members of that party's governing body. Each party, in addition to appointing its member to the Board, shall appoint at least one alternate to the Board who shall be a director, officer or employee of that party, but need not be an elected member of that party's respective governing body. The role of each alternate Director shall be to assume the duties of the Director appointed by his/her member entity in case of the absence or unavailability of such Director. The Directors and alternates so named shall continue to serve until their respective successors are appointed.

Interested Parties shall be notified of Board meetings when members of the Board are so notified, and each agenda for Board meetings shall provide an opportunity for participation by representatives of Interested Parties in attendance.

Section 3.02 – Advisory Committee and Other Committees.

The Board of Directors shall establish an advisory body known as the “Upper Kings Basin Integrated Regional Water Management Authority Advisory Committee” that shall consist of representatives of the Members and representatives of the Interested Parties. Each Member and each Interested Party may (but need not) appoint one member to the Advisory Committee. In addition to appointing a member to the Advisory Committee, each Member and each Interested Party may appoint at least one alternate to the Advisory Committee. Members and alternates shall be designated in writing from time to time by the respective governing body of each appointing entity. The Advisory Committee shall provide advice to the Board, but shall have no authority to take action that binds the Authority in any way.

Advisory Committee members and alternates need not be elected representatives of their respective appointing entities. The Advisory Committee shall meet from time to time as required by the Board or as the Advisory Committee establishes. A majority in number of the members of the Advisory Committee shall constitute a quorum for the transaction of the Advisory Committee’s business. Each member of the Advisory Committee shall be entitled to one vote. All questions and matters of any nature whatsoever coming before the Advisory Committee shall be determined, provided a quorum is present, by the concurrence of at least a majority of the members of the Advisory Committee.

The Board of Directors may establish other committees as it determines necessary and shall establish membership, quorum, and voting requirements when the committees are established.

Section 3.03 – Participation Percentages.

The Participation Percentages of the Members shall be equal, and shall be automatically adjusted without further action of the parties or the Board of Directors upon the admission, withdrawal or termination of a Member. The Participation Percentages may be otherwise changed only upon a vote of the Board of Directors. Any such change in the Participation Percentages shall be a Supermajority Decision and shall not be deemed an amendment to this Agreement.

Section 3.04 – Seal; Bylaws.

The Board may (but need not) adopt an official seal for the Authority and adopt such bylaws as it may deem necessary to regulate the affairs of the Authority in accordance with this Agreement. The bylaws may be amended from time to time by the Board of Directors as it may deem necessary. Amendment of the Bylaws shall be a Major Decision.

Section 3.05 – Quorum.

A majority in number of the members of the Board of Directors shall constitute a quorum for the transaction of Members’ business. Each member of the Board of Directors shall be entitled to one vote. Any member of the Board of Directors abstaining from a vote shall be counted for purposes of determining the existence of a quorum, but shall not be deemed to be voting. Amendment of this Agreement shall be governed by Section 7.01.

Section 3.06 – Meetings.

Meetings of the Board of Directors and Advisory Committee shall be conducted in accordance with the Ralph M. Brown Act, California Government Code Sections 54950, *et seq.*

Section 3.07 - Special Activities.

With the prior approval of the Board of Directors, Members may undertake Special Activities in the name of the Authority. Prior to undertaking a Special Activity, the Members electing to participate in the Special Activity shall enter into an activity agreement. Such activity agreement shall provide that (i) no Special Activity undertaken pursuant to such agreement shall conflict with the terms of this Agreement and (ii) the Members to the activity agreement shall indemnify, defend and hold the other parties to this Agreement and the Authority harmless from and against any liabilities, costs or expenses of any kind arising as a result of the Special Activity described in the activity agreement. All assets, rights, benefits, debts, liabilities and obligations attributable to a Special Activity shall be assets, rights, benefits, debts, liabilities and obligations solely of the Members that have entered into the activity agreement for that Special Activity, in accordance with the terms of the activity agreement, and shall not be the assets, rights, benefits, debts, liabilities and obligations of those Members that have not executed the activity agreement. This Section 3.07 shall survive the termination or expiration of this Agreement.

Section 3.08 – Officers.

The officers of the Authority shall include a Chairman, a Vice-Chairman who shall serve in the absence of the Chairman, a Secretary-Treasurer, and such other officers as the Board of Directors may appoint from time to time. Each officer shall serve at the pleasure of the Board of Directors, or for such terms as the Board of Directors may establish, and shall have those powers set forth in this Agreement or delegated to them by the Board of Directors.

Article IV: Financial Provisions

Section 4.01 – Fiscal Year.

The Fiscal Year of the Authority shall be from July 1 through June 30 of each year.

Section 4.02 – Funds; Accounts.

Subject to Section 5.02 of this Agreement, the Secretary-Treasurer shall be responsible for all money of the Authority from whatever source. All funds of the Authority shall be strictly and separately accounted for and regular reports shall be rendered of all receipts and disbursements at least quarterly during the Fiscal Year. The books and records of the Authority shall be open to inspection by the Members and by bondholders as and to the extent provided by resolution or indenture. The Secretary-Treasurer shall contract with a certified public accountant to make an annual audit of the accounts and records of the Authority which shall be conducted in compliance with Section 6505 of the California Government Code.

Section 4.03 – Property; Bonds.

The Board of Directors shall from time to time designate the officers and persons, in addition to those specified in Section 4.02 above, who shall have charge of, handle, or have access

to any property of the Authority. The Authority shall acquire such fidelity bonds or comparable insurance covering such officers and persons in amounts designated by the Board of Directors; provided, that if no bond amount is set by the Board of Directors, no bond shall be required. Such designation shall be subject to ratification by the Members in compliance with California Government Code Section 6505.1.

Section 4.04 – Budget.

By a date set by the Board of Directors each Fiscal Year, the Board of Directors shall adopt an annual budget for the Authority for the ensuing Fiscal Year. Adoption of the annual budget or any amendment thereof shall be a Supermajority Decision.

Section 4.05 – Payments To The Authority.

All fees, costs and expenses incurred by the Authority for Member actions and activities shall be allocated to and paid by the Members in accordance with the Participation Percentages as defined in Section 3.03 on a schedule set by the Board of Directors; provided, that no Member shall be obligated to make any such payment unless and until such Member's governing body has approved and appropriated the funds necessary to make such payment. In the event a payment by a Member is otherwise required but is not made because such Member's governing body has not approved such payment or appropriated the funds necessary to make such payment, such Member shall be subject to termination as a Member pursuant to Section 6.02 but upon any such termination shall not be liable for the amount of such payment.

Article V: Contract Management; Fiscal Agent

Section 5.01 – Management.

In addition to, or in lieu of, hiring employees, the Authority may engage one or more third parties to manage any or all of the business of the Authority on terms and conditions acceptable to the Board of Directors. A third party so engaged may, but need not, be a Member. Any third party so engaged shall have such responsibilities as are set forth in the contract for such third party's services.

Section 5.02 – Fiscal Agent.

Without limiting the breadth of Section 5.01, the Board of Directors may select a Member or a third party to act as the fiscal agent for the Authority pursuant to an agreement with the fiscal agent approved by the Board of Directors. The approval of such agreement shall be a Majority Decision.

Article VI: Relationship of Authority And Its Members

Section 6.01 – Separate Entity; Property.

In accordance with California Government Code Sections 6506 and 6507, the Authority shall be a public entity separate from the parties to this Agreement. To the greatest extent permitted by law, otherwise agreed herein the debts, liabilities and obligations of the Authority shall not be

debts, liabilities or obligations of the member entities. The Authority shall own and hold title to all funds, property and works acquired by it during the term of this Agreement.

Section 6.02 – Admission, Withdrawal and Termination of Members.

Additional qualified parties may join in this Agreement and become Members upon the approval of the Board of Directors. Prior to being admitted as a new Member, a party shall (i) execute an agreement to be bound by the terms of this Agreement as if such party had been an original signatory hereto and (ii) pay an amount set by the Board of Directors to make the contributions to Authority activities by all Members (including the new Member) equitable. The admission of a new Member and determination of such amount shall be a Supermajority Decision.

Notwithstanding anything herein to the contrary, any Member may withdraw from this Agreement by giving 60 days written notice of its election to do so, which notice shall be given to the Board of Directors and to each of the other parties; provided, that such withdrawal does not in any way impair any contracts, resolutions, indentures or other obligations of the Authority then in effect. In the event of a disagreement between the Authority and the withdrawing party as to whether such withdrawal shall cause the impairment of any contracts, resolutions, indentures or other obligations of the Authority, such determination shall be made by the vote of 75% of the directors representing the non-withdrawing Members present and voting. Subject to the foregoing, a Member's withdrawal will be effective as of the date the notice of withdrawal is provided.

A withdrawing Member shall in all events remain liable for its proportionate share of (i) any call for funds or assessment levied by the Authority prior to the date it provides its notice of withdrawal, (ii) any contribution required by Section 6.04 to reflect the Participation Percentages in existence at the time the subject act or omission occurred, and (iii) the amount of any annual budget approved not more than 60 days prior to the date it provides its notice of withdrawal; provided, that a Member not concurring in an amendment of this Agreement that withdraws within the 60-day period described in Section 7.01 shall not be liable for any such amounts except to the extent they are delinquent on the date of withdrawal.

Any Member may be terminated, by a vote of the Board of Directors and upon termination shall no longer be a member of the Authority. Termination of a Member shall be a Supermajority Decision. A Member so terminated shall not be liable for the amounts described in clauses (i), (ii) and (iii) of the immediately preceding paragraph except to the extent they are delinquent on the date of termination.

In the event a Member withdraws from the Authority or is terminated in accordance with the terms and conditions hereof, such Member shall not receive a refund of any amounts advanced to the Authority by such Member prior to the date of its withdrawal or termination.

Section 6.03 – Disposition Of Property Upon Termination Or Determination By Board Of Surplus.

Upon termination of this Agreement or upon determination by the Board of Directors that any surplus money is on hand, such surplus money shall be returned to the then member entities of the Authority which contributed such monies in proportion to their Participation Percentages. The Board of Directors shall first offer any properties, works, rights and interests of the Authority for

sale to the member entities. If no such sale is consummated, then the Board of Directors shall offer the properties, works, rights and interests of the Authority for sale to any governmental agency, private entity or persons for good and adequate consideration. The net proceeds from any sale shall be distributed among the Members in proportion to their Participation Percentages. If no such sale is consummated, then all of the properties, works, rights and interests of the Authority shall be allocated to the Members in the same manner as the allocation of the net proceeds from the sale.

Section 6.04 – Agreed Upon Share Of Liability Or Judgment For Damages.

The parties to this Agreement do not intend hereby to be obligated either jointly or severally for the debts, liabilities or obligations of the Authority, except as may be specifically provided for in California Government Code Section 895.2 as amended or supplemented. Provided, however, if the Members of the Authority are, under such applicable law, held liable for the acts or omissions of the Authority caused in the performance of this Agreement, caused by negligent or wrongful act or omission occurring in the performance of this Agreement, such Members shall be entitled to contribution from each of the other Members so that after said contribution each party shall bear a share equal to its Participation Percentage in existence at the time the subject act or omission occurred. The right of contribution shall include any and all loss, liability, fines, penalties, forfeitures, costs and damages whether in contract, tort or strict liability, including but not limited to personal injury, death at any time and property damage, and for any and all claims, demands and actions in law or equity, including attorney's fees and litigation expenses (hereinafter collectively referred to as "judgment" for purposes of this section.) The right of contribution is limited to the amount paid in satisfaction of the judgment in excess of the Participation Percentage of the Members so paying. No Member may be compelled to make contribution beyond its share based upon its Participation Percentage of the entire judgment in existence as of the date of the subject act or omission.

Section 6.05 – Insurance.

The Board of Directors shall, from time to time and at least annually, review the general liability, automobile, directors and officers, and other insurance coverage maintained by the Authority for adequacy and determine the nature, extent and limits of insurance to be maintained by the Authority. The Authority shall purchase and maintain such insurance as the Board determines to be appropriate after such review.

Article VII: Miscellaneous Provisions

Section 7.01 – Amendment.

This Agreement may be amended from time to time by the concurrence of 75% of all of the Members. To provide non-concurring parties an opportunity to withdraw from the Authority as provided herein, an amendment shall be binding on all parties hereto 60 days after the required concurrence has been obtained.

Section 7.02 – Severability And Validity Of Agreement.

Should the participation of any party to this Agreement, or any part, term or provision of this Agreement be decided by the courts or the legislature to be illegal, in excess of that party's

authority, in conflict with any law of the State of California, or otherwise rendered unenforceable or ineffectual, the validity of the remaining portions, terms or provisions of this Agreement shall not be affected thereby and each party hereby agrees it would have entered into this Agreement upon the same terms as provided herein if that party had not been a participant in this Agreement.

Section 7.03 – Assignment.

Except as otherwise provided in this Agreement, the rights and duties of the parties to this Agreement may not be assigned or delegated without the approval of the Board of Directors, which approval shall be a Supermajority Decision. Any attempt to assign or delegate such rights or duties in contravention of this section shall be null and void. Any assignment or delegation permitted under the terms of this Agreement shall be consistent with the terms of any contracts, resolutions or indentures of the Authority then in effect. This Agreement shall inure to the benefit of and be binding upon the successors and assigns of the parties hereto. This section does not prohibit a party from entering into an independent agreement with another agency regarding the financing of that party's contributions to the Authority or the disposition of proceeds which that party receives under this Agreement so long as such independent agreement does not affect, or purport to affect, the rights and duties of the Authority or the parties under this Agreement.

Section 7.04 – Execution In Parts Or Counterparts.

This Agreement may be executed in parts or counterparts, each part or counterpart being an exact duplicate of all other parts or counterparts, and all parts or counterparts shall be considered as constituting one complete original and may be attached together when executed by the parties hereto. Facsimile signatures shall be binding.

Section 7.05 – Notices.

Notices authorized or required to be given pursuant to this Agreement shall be in writing and shall be deemed to have been given when mailed, postage prepaid, or delivered during working hours to the addresses set forth for each of the parties beneath their signatures on this Agreement, or to such other changed addresses communicated to the Authority and the member entities in writing.

Section 7.06 – Governing Law and Venue.

This Agreement shall be governed by, construed, and enforced in accordance with the laws of the State of California, excluding any conflict of laws rule which would apply the law of another jurisdiction. Venue for purposes of the filing of any action regarding the enforcement or interpretation of this Agreement and any rights and duties hereunder shall be Fresno County, California. The parties to this Agreement hereby expressly waive any right to remove any action to a county other than Fresno County as permitted pursuant to California Code of Civil Procedure Section 394.

Section 7.07 – Attorney's Fees.

If any party commences any proceeding or legal action to enforce or interpret any term, covenant or condition of this Agreement, the prevailing party in such proceeding or action shall be entitled to recover from the other party its reasonable attorney's fees and legal expenses.

IN WITNESS WHEREOF, the parties hereto, pursuant to resolutions duly and regularly adopted by their respective governing boards, have caused their names to be affixed by their proper and respective officers as of the day and year first above-written.

NAME OF MEMBER: _____

By: _____

Its: _____

By: _____

Its: _____

Member's Address:

Dated: _____

EXHIBIT A

[Exhibit A to be completed after all prospective Members have determined whether to join the Authority. A list of prospective Members will be provided with this proposed form of Agreement.]

**EXHIBIT B
Interested Parties**

[Exhibit B to be completed after all prospective Interested Parties have determined whether to associate with the Authority. A list of prospective Interested Parties will be provided with this proposed form of Agreement.]

Non-Governmental Organizations:

State Agencies:

Upper Kings Basin Water Forum

UKB Joint Powers Authority - 2009 Budget

Draft*

JPA Administrative and Fiscal Agent Expenses:	Expenses	Total Expenses
Fiscal Agent Expenses:		
Accounting	\$3,000	
Audit (auditing costs for 2009 will be in 2010 Budget)	\$0	
Administrative Expenses:		
Administrative Mgt.	\$2,000	
General Liability Insurance	\$3,000	
Legal - JPA development*	\$8,300	
Legal	\$2,000	
Meeting Room Rental	\$0	
Copying/Printing	\$200	
Postage	\$100	
Web Site Maintenance	\$500	
Other	<u>\$2,000</u>	
Sub-Total		\$21,100
IRWMP Management Expenses:		
JPA IRWMP Expenses:		
Consultant retainer	\$20,000	
Other IRWMP expenses	\$3,000	
KRCD IRWMP Expenses:		
Cash expenses	\$70,000	
Staff costs (portion)	<u>\$15,000</u>	
Sub-Total		\$108,000
Total Budget		\$129,100 =====

***Note:** Budget may need to be revised depending on the number of JPA members.
 After the JPA is established, the Board of Directors will determine the final budget.
 It is expected that the amount for each JPA Member will not exceed \$7,000.

CITY COUNCIL AGENDA

Item:

MEETING DATE: February 18, 2009

Council Report: CIP – Sewer and Water

FROM: Gary Horn, City Engineer

DATE PREPARED: February 11, 2009

History

The City of Kerman updates its 5-year Capital Improvement Program (CIP) annually. This is the last presentation of the individual parts of the program.

Situation

Water

Water usage increased slightly in 2008. Even though the population increase is estimated at 2.61%, the water usage rose by only 0.6%. The average demand per person since 1991 has fluctuated between 221 gallons per person per day (gpcd) and 300 gpcd, with the average for the last 5 years at 244 gpcd. Using that 5-year average and a 3% population increase, projections have been made for water consumption for the next five years. A new well will be needed in FY 10/11 to meet demand.

Sewer

Sewer usage decreased 2.8% in 2008. We are not sure of the reason for the decrease. The average flow to the WWTP was 1.034 million gallons per day (mgd) in 2008. The average flow rate for the last five years has been 84 gpcd. Using that flow rate and a population increase of 3%, the projected flows for the next five years have been estimated. The plant has a current capacity of 1.34 mgd. If the current growth rate continues, the plant will reach capacity in 2010. Therefore, a two-phased expansion of the plant is planned. The first will occur next year to increase capacity to 2.0 mgd, which should be sufficient to 2027. The planned improvements will also provide a higher level of treatment for the effluent as required by the State Water Board.

Summary

This presentation is for review and comment. The entire program will be presented for

adoption at the March 18 meeting.

Fiscal Impact

None

Recommendation

Council provide comments.

Attachments:

- Resolution/Ordinance
- Map(s) (# of? ____)
- Contract
- Other Report

I. INTRODUCTION

A. Purpose

The City of Kerman has long recognized the importance of planning to guide the orderly development of the community. The purpose of this Five-Year Capital Improvement Program is to anticipate future infrastructure needs, identify sources of funding, and provide a time table for construction.

The program should be a dynamic document which is updated on a yearly basis. As such it will prove an invaluable budgeting tool.

B. Growth

The 1993 Kerman General Plan projects an annual growth rate between 3.6% and 5.4%. The average population increase for the past ten years has been 5.98% and the average increase for the most recent five years has been 6.70%. For the purpose of this program an annual population growth rate of 3% is used. Figure 1 shows the population for the past 10 years and projections for the next five years. The population figures are also listed on Tables 1 and 3.

The amount of revenue from Development Impact Fees is projected based upon income for the past year. The building permits issued for FY 07-08 shows 63 single-family permits, 4 multi-family units and no commercial and industrial permits. Due to the slow-down in the housing economy, the projections for FY 08-09 are based on 24 single-family units on 6 acres. Fee income for each subsequent year is estimated to increase to 30 units in FY 09/10, and then increase 15 permits annually. The estimated amount of each fee is shown on Table A on page 3.

The need for construction of major facilities (i.e. water wells, sewage treatment plant expansion, storm drainage basins, and parks) will be directly proportional growth. If the rate of growth is slow the improvements, as well as the developer fees to pay for them, will be delayed. However, it is important to anticipate needs to allow adequate planning for major improvements in the event growth continues at the average or above average rates.

CITY OF KERMAN - POPULATION DATA

YEAR	POPULATION	ANNUAL INCREASE	PERCENT
1984	4,043		
1985	4,112	69	1.71%
1986	4,237	125	3.04%
1987	4,388	151	3.56%
1988	4,512	124	2.83%
1989	5,001	489	10.84%
1990	5,381	380	7.60%
1991	5,625	244	4.53%
1992	6,063	438	7.79%
1993	6,323	260	4.29%
1994	6,466	143	2.26%
1995	6,772	306	4.73%
1996	7,094	322	4.75%
1997	7,431	337	4.75%
1998	7,784	353	4.75%
1999	8,154	370	4.75%
2000	8,548	394	4.83%
2001	8,796	248	2.90%
2002	9,585	789	8.97%
2003	10,048	463	4.83%
2004	10,693	645	6.42%
2005	11,426	733	6.85%
2006	12,608	1,182	10.34%
2007	13,527	919	7.29%
2008	13,880	353	2.61%
2009	14,296		
2010	14,725		
2011	15,167		
2012	15,622		
2013	16,091		

AVG. GROWTH RATE LAST 10 YRS

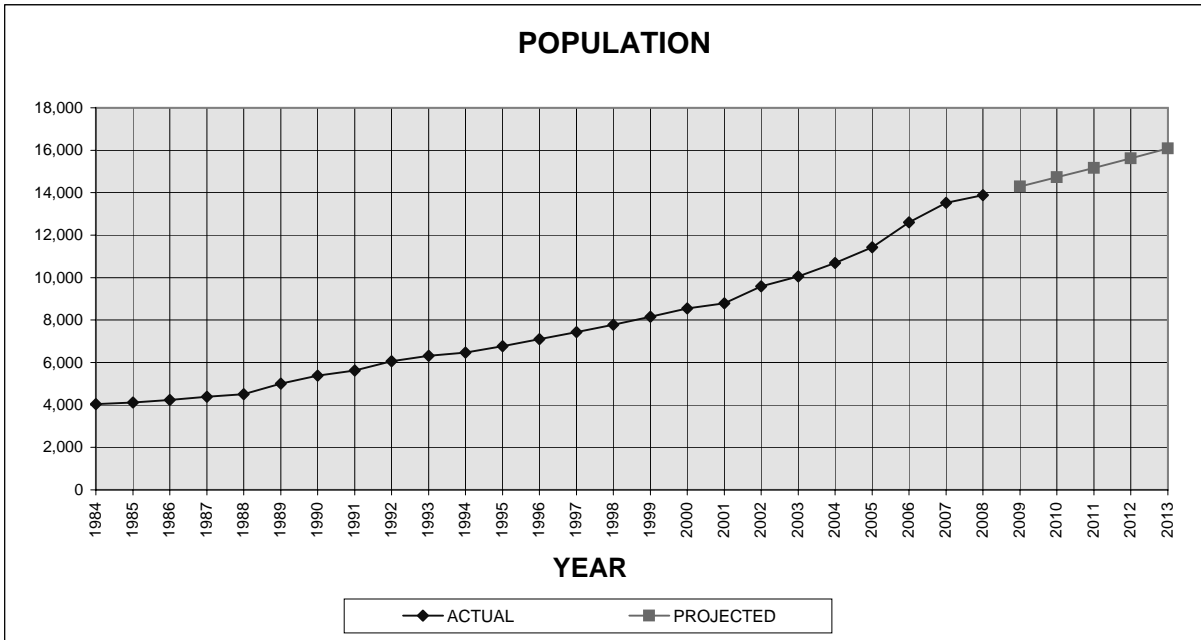
5.98% PER YEAR

AVG. GROWTH RATE LAST 5 YRS

6.70% PER YEAR

GROWTH RATE USED FOR PROJECTIONS

3.00% PER YEAR



I WATER SYSTEM

A. Water Usage

Total water usage for the past ten years has fluctuated between 833 million gallons (mg) and 1,272 mg, with an upward trend. While the total demand is tending upward, the average water use per person has stayed relatively constant, averaging 260 gallons per person per day (gpcd) for the last 15 years. The average water use for the last five years has been 244 gpcd. The population rose by 2.61% last year and the total water consumption increased by 0.6%. Assuming the average per capita water use is maintained at 244 gpcd, total water demand the water for the next five years has been estimated, see Table 1.

Evaluation of a water system must include maximum as well as average flows. Two types of higher flow rates must be met:

1. Maximum Day plus Fire Flow – 2.0 times the average flow plus 2,500 gpm fire flow.
2. Peak Hour – 3.0 times average flow.

Table 1 summarizes population and water usage for 1984 to 2013. Figures show total demand and average demand.

B. Water Supply

Kerman has five existing wells with the following production capabilities:

<u>Well No.</u>	<u>HP</u>	<u>Location</u>	<u>Design Discharge (gpm)</u>	<u>Daily Production (mgd)</u>
9A	200	Lions Park	1,200	1.73
12	100	Industrial Park	1,200	1.73
14	150	Vineland Park	900	1.30
15	150	Corporation Yard	1,200	1.73
17	150	Goldenrod Ave.	1,200	1.73
		Total	5,700	8.22

In addition, one well is on stand-by status. Well 10 produces 1,500 gpm, but has high uranium readings. With this other well the City has a total production capacity of 7,200 gpm.

The city also has two water storage tanks with a combined volume of 1.5 mg gallons storage and booster pumps that are capable of adding 4,000 gpm to the system.

With the current system and rate of growth the next well will be needed in 2010.

C. Reimbursements or Fee Credits

Payments or credits to developers for installation of water mains fronting adjacent property or for water mains larger than 8" to serve other properties.

D. Recommended Improvements

1. Operations

- a. Retrofit Meters to Remote Reading. Retrofit houses built between 1992 and 2005 with remote reading meters.
- b. Install Emergency Engine at Well 9A. Once Well 18 is on-line, Well 10 will be abandoned and the emergency engine can be moved to Well 9A.
- c. Water portion of Facilities and Equipment purchases for vehicles and equipment.

2. Major Facilities

- a. Secondary Water System Study and Design. Prepare feasibility study and design for use of FID water for recharge, public landscape and municipal uses.
- b. Well 18. Drill new well to meet growth demands.

E. Funding

Funding for these projects will come from the respective categories. Table 2 shows the beginning balance, expenditure and ending balance for each year.

FIGURE 2

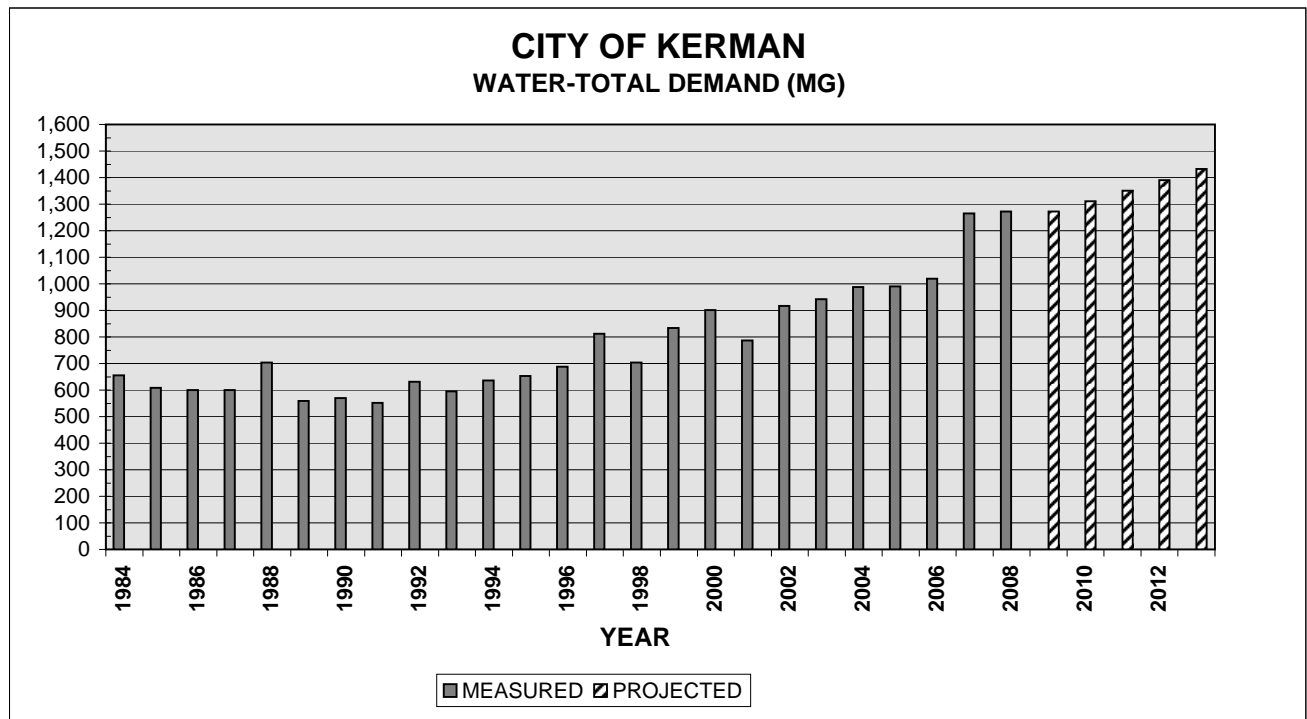
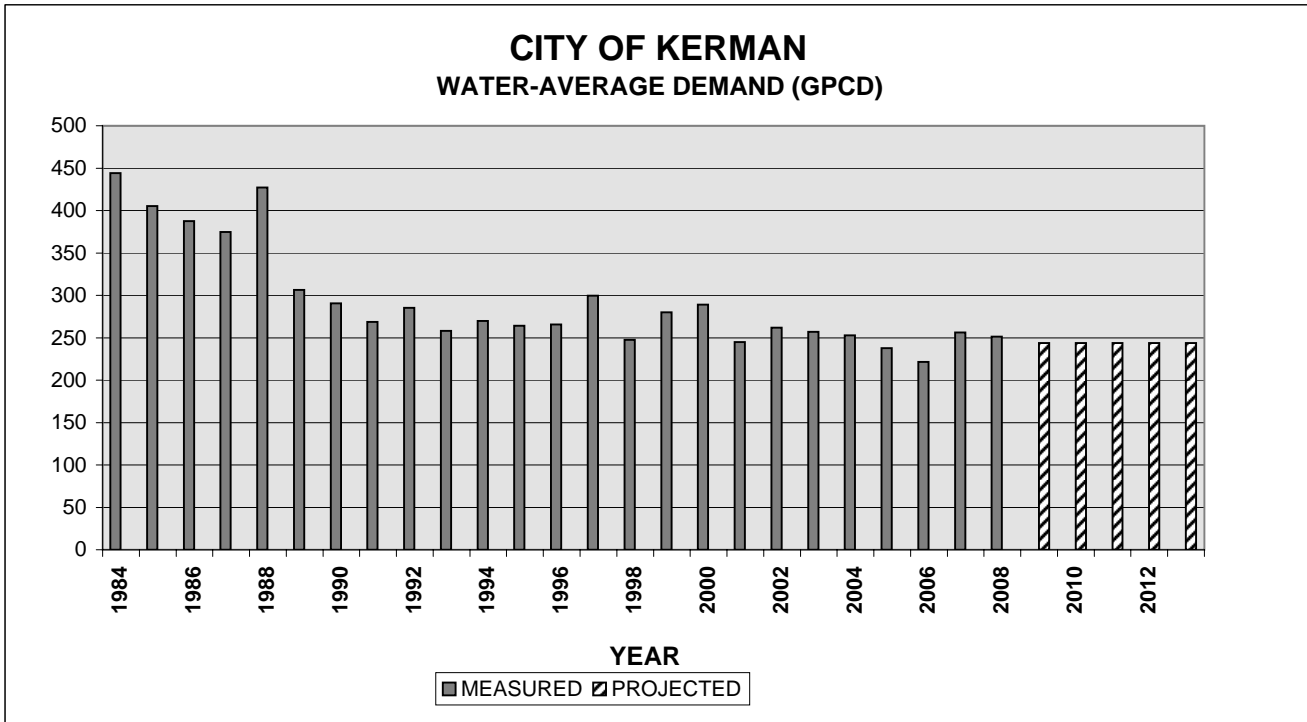


TABLE 1
CITY OF KERMAN
WATER USAGE

YEAR	POPULATION	TOTAL DEMAND		AVG. DEMAND (gpcd)	AVG. DAY DEMAND (mg)	AVG. DEMAND (gpm)	MAX DAY DEMAND (mg)	MAX DAY + F.F. (gpm)	PEAK HOUR (gpm)	MAX DAY
		(mg)	% CHANGE							
1984	4,043	655.4		444	1.796	1,247	3,591	4,994	3,741	2494
1985	4,112	608.3	-7.2%	405	1.667	1,157	3,333	4,815	3,472	2315
1986	4,237	599.6	-1.4%	388	1.643	1,141	3,285	4,782	3,422	2282
1987	4,388	600.2	0.1%	375	1.644	1,142	3,289	4,784	3,426	2284
1988	4,512	703.4	17.2%	427	1.927	1,338	3,854	5,177	4,015	2677
1989	5,001	559.0	-20.5%	306	1.532	1,064	3,063	4,627	3,191	2127
1990	5,381	570.4	2.0%	290	1.563	1,085	3,125	4,670	3,256	2170
1991	5,625	551.7	-3.3%	269	1.512	1,050	3,023	4,599	3,149	2099
1992	6,063	631.3	14.4%	285	1.730	1,201	3,459	4,902	3,603	2402
1993	6,323	595.7	-5.6%	258	1.632	1,133	3,264	4,767	3,400	2267
1994	6,466	636.6	6.9%	270	1.744	1,211	3,488	4,922	3,634	2422
1995	6,772	652.9	2.6%	264	1.789	1,242	3,578	4,984	3,727	2484
1996	7,094	687.8	5.3%	266	1.884	1,309	3,769	5,117	3,926	2617
1997	7,431	812.6	18.1%	300	2.226	1,546	4,453	5,592	4,638	3092
1998	7,784	703.1	-13.5%	247	1.926	1,338	3,853	5,175	4,013	2675
1999	8,154	833.4	18.5%	280	2.283	1,586	4,567	5,671	4,757	3171
2000	8,548	901.7	8.2%	289	2.470	1,716	4,941	5,931	5,147	3431
2001	8,796	786.5	-12.8%	245	2.155	1,496	4,310	5,493	4,489	2993
2002	9,585	916.7	16.6%	262	2.512	1,744	5,023	5,988	5,232	3488
2003	10,048	942.4	2.8%	257	2.582	1,793	5,164	6,086	5,379	3586
2004	10,693	987.5	4.8%	253	2.705	1,879	5,411	6,258	5,636	3758
2005	11,426	990.7	0.3%	238	2.714	1,885	5,428	6,270	5,655	3770
2006	12,608	1,019.1	2.9%	221	2.792	1,939	5,584	6,378	5,817	3878
2007	13,527	1,265.5	24.2%	256	3.467	2,408	6,934	7,315	7,223	4815
2008	13,880	1,272.8	0.6%	251	3.487	2,422	6,974	7,343	7,265	4843
2009	14,296	1,272.8		244	3.487	2,422	6,974	7,343	7,265	4843
2010	14,725	1,311.0		244	3.592	2,494	7,183	7,488	7,483	4988
2011	15,167	1,350.3		244	3.699	2,569	7,399	7,638	7,707	5138
2012	15,622	1,390.8		244	3.810	2,646	7,621	7,792	7,938	5292
2013	16,091	1,432.5		244	3.925	2,726	7,849	7,951	8,177	5451

2004-2008 AVERAGE = 244 gpcd
 POPULATION GROWTH = 3.0 %
 FIRE FLOW DEMAND = 2,500 gpm
 MAX. DAY FACTOR = 2.00
 PEAK HOUR FACTOR = 3.00

TABLE 2

CITY OF KERMAN

WATER - FIVE YEAR CAPITAL IMPROVEMENT PLAN

	08/09	09/10	10/11	11/12	12/13
REVENUE					
Beginning Balances					
Water Operations (41.0)	\$919,927	\$499,871	\$561,319	\$614,301	\$676,848
Water Front Footage (52.0)	164,147	183,947	203,747	223,547	243,347
Water Oversize (53.0)	147,707	88,850	101,639	118,692	140,008
Water Major Facilities (54.0)	511,226	501,483	567,473	688,793	840,443
Anticipated Income					
Water Operations (Above Annual Costs)	\$75,200	\$76,704	\$78,238	\$79,803	\$81,399
Water Front Footage Fees (52.0)	19,800	19,800	19,800	19,800	19,800
Water Oversize Fees (53.0)	10,232	12,789	17,053	21,316	28,421
Water Major Facilities Fees (54.0)	72,792	90,990	121,320	151,650	202,200
REIMBURSEMENTS OR FEE CREDITS					
Water Oversize					
Sidhu: CUP 03-02	\$11,369				
H/S Development: Tr. 5515	41,255				
H/S Development: Tr. 5677	16,465				
Sub-total	69,089				
Water Major Facilities					
Secondary Water: Tr. 5928	57,535				
Sub-total	57,535				
CONSTRUCTION					
Operations					
Remote Meter Reading System	\$400,000				
Install Emerg. Engine at Well 9A	80,000				
Water Portion of Facilities & Equip	15,256	15,256	25,256	17,256	15,256
Sub-total	495,256	15,256	25,256	17,256	15,256
Water Major Facilities					
Secondary Water System Study	25,000				
Secondary Water System Design		25,000			
Well 18 (new)			700,000		
Sub-total	\$25,000	\$25,000			
ENDING BALANCES					
Water Operations	\$499,871	\$561,319	\$614,301	\$676,848	\$742,991
Water Front Footage	183,947	203,747	223,547	243,347	263,147
Water Oversize	88,850	101,639	118,692	140,008	168,429
Water Major Facilities	501,483	567,473	688,793	840,443	1,042,643

Assumed Growth Rate =

2.0 Percent

III. SEWER SYSTEM

A. Sewage Flow

The total average sewer flow at the treatment plant for the City of Kerman has steadily increased from 0.471 million gallons per day (mgd) in 1984 to 1.124 mgd in 2006, and then has decreased to 1.034 mgd for the last year. The average flow per person has fluctuated from 73 gallons per person per day (gpcd) to 140 gpcd; however, for the past eight years the average flow has been trending downward such that for the the past five years the average flow has been 84 gpcd.

Using the population projection of 3% annual growth, future sewage flows have been estimated. Table 3 and Figure 4 show the Total and Average Flows for 1984 to 2013.

B. Treatment Plant

The existing Wastewater Treatment (WWTP) has a rated capacity of 1.34 mgd. The projected flows indicate the capacity will be adequate until 2010 based upon a 3% growth factor.

Waste water is disposed of in percolation/evaporation ponds. The City is continuing to excavate new ponds by selling dirt to contractors. Additionally, the City has recently entered into an agreement with Mr. Bufkin to accept treated effluent from the WWTP to use as irrigation water on his alfalfa crop.

The City should continue to collect fees for future expansion of both the plant and the disposal ponds beyond the five-year window. The current plant uses aeration to treat the effluent and disposal to basins for evaporation and percolation. The expansion of the WWTP will require a slightly more sophisticated method of treatment, and will occur in two phases. The treatment process will include extended aeration by fine bubble diffusers, clarifiers, and an aerobic digester for sludge processing. The first phase expansion will increase the capacity to 2.0 mgd, which will meet the City's needs until 2027. The second phase will increase capacity to 3.3 mgd.

C. Reimbursements and Fee Credits

Payments or Impact Fee Credits to developers for installation of sewer mains fronting adjacent property or for sewer mains larger than 8" to serve other properties.

D. Construction

1. Operations

- a. Monitoring Wells. Install two ground water monitoring wells as required by State Water Board.
- b. Security cameras at WWTP to monitory dumping and discourage vandalism.
- c. Sewer portion of Facilities and Equipment program for vehicles and equipment used in sewer operations.

2. Sewer Oversize

- a. Del Norte Avenue Sewer Install 21” sewer main from “C” Street to “E” Street.

3. Sewer Major Facilities

- a. Automatic Entrance Gate to WWTP.
- b. WWTP Expansion. Expand plant to 2.0 mgd capacity.
- c. Loan Repayments – Payments for financing of expansion, 20 year loan at 2.5% interest. Seventy percent of the payment comes from Sewer Major Facilities Impact Fees and the remaining 30% will come from user fees.
- d. Wastewater Reclamation for property adjacent to WWTP.
Install pipeline for reclamation of treated effluent on cotton or alfalfa crops.

E. Funding

Funding for the various accounts and projects is shown in Table 4.

TABLE 3
CITY OF KERMAN
SEWER SYSTEM

YEAR	POPULATION		TOTAL FLOW		AVG. FLOW (mgd)	AVG. FLOW (gpcd)
	(As of January 1)	% CHANGE	(mg)	% CHANGE		
1984	4,043		171.9		0.471	116
1985	4,112	1.7%	187.2	8.9%	0.513	123
1986	4,237	3.0%	208.2	11.2%	0.570	132
1987	4,388	3.6%	227.4	9.2%	0.623	140
1988	4,512	2.8%	209.3	-8.0%	0.573	121
1989	5,001	10.8%	208.1	-0.6%	0.570	110
1990	5,381	7.6%	217.0	4.3%	0.595	108
1991	5,625	4.5%	224.5	3.5%	0.615	105
1992	6,063	7.8%	240.5	7.1%	0.659	106
1993	6,323	4.3%	248.1	3.2%	0.680	106
1994	6,466	2.3%	255.0	2.8%	0.699	106
1995	6,772	4.7%	273.5	7.3%	0.749	108
1996	7,094	4.8%	281.7	3.0%	0.772	106
1997	7,431	4.8%	299.1	6.2%	0.819	108
1998	7,784	4.8%	318.9	6.6%	0.874	110
1999	8,154	4.8%	317.0	-0.6%	0.868	104
2000	8,548	4.8%	344.3	8.6%	0.943	109
2001	8,796	2.9%	342.8	-0.4%	0.939	102
2002	9,585	9.0%	360.5	5.2%	0.988	101
2003	10,048	4.8%	362.4	0.5%	0.993	96
2004	10,693	6.4%	373.7	3.1%	1.024	93
2005	11,426	6.9%	403.1	7.9%	1.104	92
2006	12,608	10.3%	410.4	1.8%	1.124	86
2007	13,527	7.3%	388.3	-5.4%	1.064	78
2008	13,880	2.6%	377.4	-2.8%	1.034	73
2009	14,296		439.9		1.205	84
2010	14,725		453.1		1.241	84
2011	15,167		466.7		1.279	84
2012	15,622		480.7		1.317	84
2013	16,091		495.2		1.357	84

2004-2008 AVERAGE =
POPULATION GROWTH =

84 gpcd
3 %

FIGURE 4

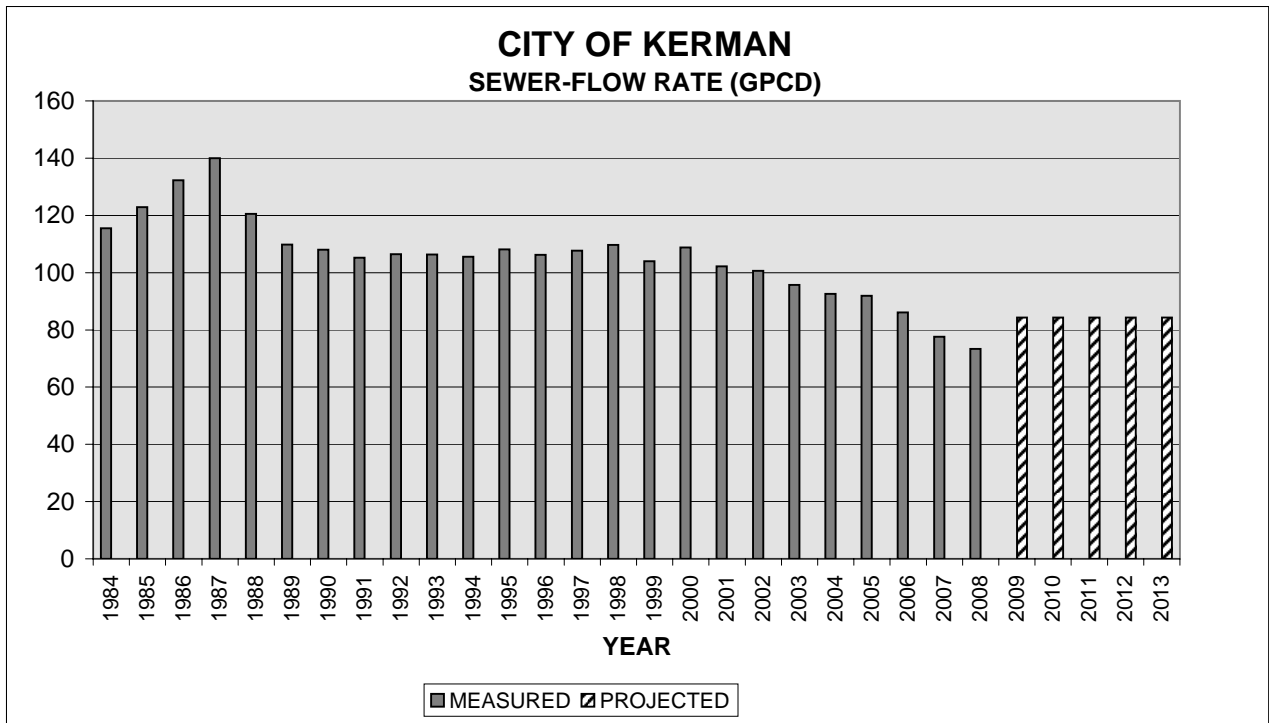
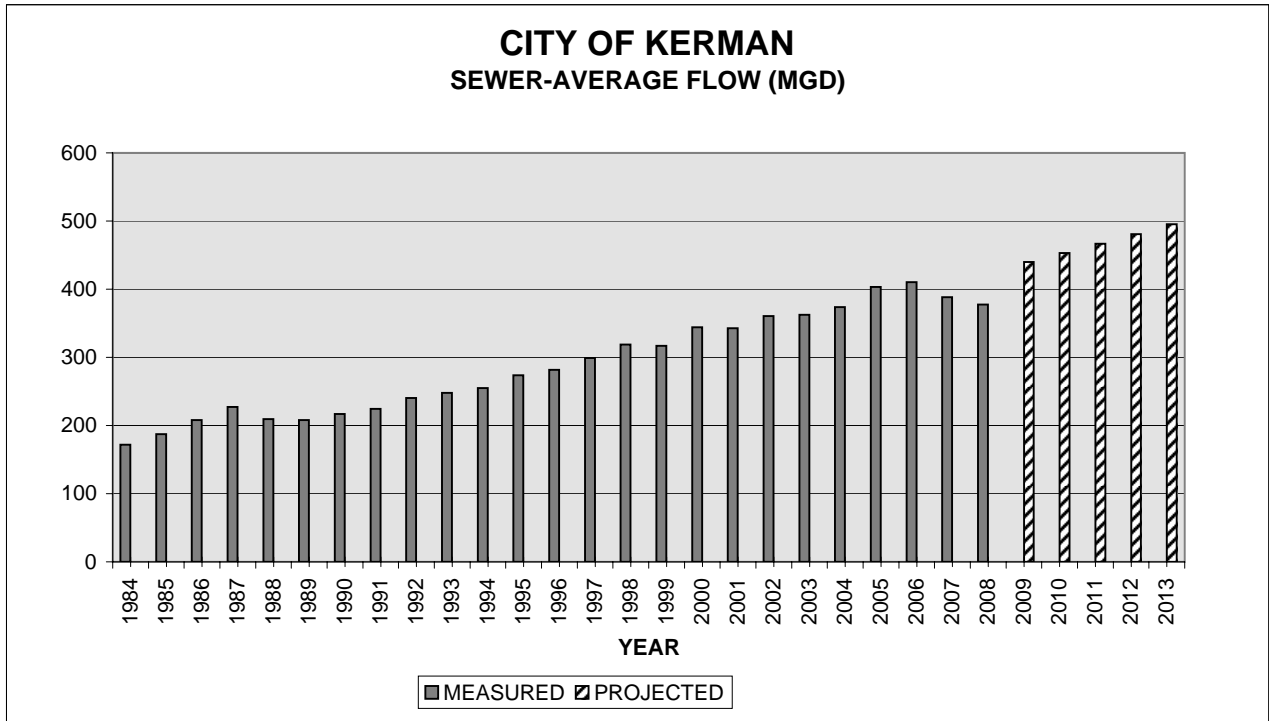


TABLE 4

CITY OF KERMAN

SEWER - FIVE YEAR CAPITAL IMPROVEMENT PLAN

	08/09	09/10	10/11	11/12	12/13
REVENUE					
Beginning Balances					
Sewer Operations (42.0)	\$1,614	\$43,945	\$123,128	\$194,199	\$275,197
Sewer Front Footage (55.0)	70,403	91,523	112,643	23,763	44,883
Sewer Oversize (56.0)	45,776	14,420	13,009	(1,874)	31,615
Sewer Major Facilities (57.0)	1,101,153	967,953	1,026,453	1,114,203	982,703
Funding for WWTP Expansion		2,800,000	2,800,000		
Anticipated Income					
Sewer Operations (Above Annual Costs)	\$92,587	\$94,439	\$96,328	\$98,254	\$100,219
Sewer Front Footage Fees (55.0)	21,120	21,120	21,120	21,120	21,120
Sewer Oversize Fees (56.0)	12,726	16,745	25,117	33,489	41,862
Sewer Major Facilities Fees (57.0)	46,800	58,500	87,750	117,000	146,250
REIMBURSEMENTS & FEE CREDITS					
Sewer Oversize					
Jonathan: Tr. 5329	\$5,107				
H/S Dev., Tr. 5515	38,975				
Covington: Tr. 5266		18,156			
Sub-total	44,082	18,156	0	0	0
CONSTRUCTION					
Sewer Operations					
Monitoring Wells	\$30,000				
Security Camera at WWTP	5,000				
Sewer Portion of Facilities & Equipment	15,256	15,256	25,256	17,256	15,256
Sub-total	50,256	15,256	25,256	17,256	15,256
Sewer Oversize & Front Footage					
Del Norte Avenue Sewer C to E (2)			\$150,000		
Sewer Major Facilities					
Automatic Entrance Gate	\$15,000				
Loan Re-payment (1)				248,500	248,500
Wastewater Reclamation Pump & Pipe	165,000				
WWTP Expansion		2,800,000	2,800,000		
Sub-total	180,000	2,800,000	2,800,000	248,500	248,500
ENDING BALANCES					
Sewer Operations	\$43,945	\$123,128	\$194,199	\$275,197	\$360,160
Sewer Front Footage	91,523	112,643	23,763	44,883	66,003
Sewer Oversize	14,420	13,009	(1,874)	31,615	73,477
Sewer Major Facilities	967,953	1,026,453	1,114,203	982,703	880,453

Assumed Growth Rate = 2.0 Percent

(1) 70% of \$355,000 annual payment, remaining 30% from user fees.

(2) Front Foot = \$110,000 and O/S = \$40,000