

**KERMAN CITY COUNCIL  
COUNCIL MEETING**

**March 05, 2008– Regular Meeting  
6:30 PM**

**AGENDA**

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

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.

Any documents delivered to the members of the City Council that are public records will be available for review by the public-at-large at the time of delivery. A binder is kept for this purpose at Kerman City Hall, 850 S. Madera Avenue, Kerman, CA.

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

**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 Update on Contract Services: Steve Samuelian Manager, California Consulting, LLC  
[RM ]**

*Mr. Samuelian will provide Council with a list of grants that he and his staff have applied for in conjunction with City staff (attached). Through the City Manager City staff have worked with Mr. Samuelian and his chief grant writer Sonia Hall to develop and submit several grants. Because we go a late start into the fiscal year with this contract submission of applications did not really pick up until November of 2007. As Council can see by the report all parties have been very productive.*

*We anticipate that because of our work load and very busy schedule City staff probably would have not submitted more than one or two of these applications. On other areas like CMAQ through COG and the WWTP expansion fund through SWR the City is actually developing the application and seeks advice from California Consulting when necessary.*

*Overall your City Manager is very pleased with the progress and productivity. However, the final evaluation will be the number of contracts secured. I expect an approval level of around 30% plus or about 3/4 grants per year would be considered successful.*

**Recommendation:** Council accept report and continue contract with California Consulting. Staff and Mr. Samuelian will come back with a detail of successes sometime in August or September 2008.

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

**4.A Approval of Minutes:**

February 20, 2008 City Council Minutes

**4.B Payroll Report:**

Payroll Report: February 10, 2008 - February 23, 2008: \$114,634.50; Overtime: \$4,084.43; Standby and FTO: \$797.53; Comp Time Earned: 20.50hrs

**4.C Warrants:**

Warrants Nos. #25537 - #25621 \$299,248.88

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

**5.A Resolution: Designating Area for State Proposition 1B Local Streets and Roads Funding [RM]**

*Proposition 1B through the State Dept of Finance (DOF) has allocated \$400,000 for the City of Kerman regarding street improvement projects. Cities and counties must submit to the Department of Finance (DOF) a list of projects expected to be funded with bond funds before an allocation is made. The League of Cities is recommending that cities submit project lists. The list of projects must include, at a minimum, the following:*

- A description and location of the proposed project*
- A proposed schedule for the project's completion*
- The estimated useful life of the capital improvement*

*All projects included on the project list submitted to DOF must also be included in a city budget that has been adopted by the jurisdiction's council or board at a regular public meeting. The project lists submitted to the DOF are flexible and substitutions are allowed to respond to local priorities.*

*City staff including the City Engineer, Public Works Director and the City Manager have reviewed our needs and recommend that the City of Kerman's priorities are as follows (as presented at the Feb. 20th City Council meeting):*

- 1. Commerce Way - Completion of south side of Commerce Way east of 9th Street and full width of 9th from Commerce Way (south) to the depth of the property development (approx. 1/8 mile south) approximate estimate \$330,000;*
- 2. Church Ave. - Reconstruction of Church Ave. a) north side west of Industrial Way to Del Norte - allocation of \$70,000: with other funding sources to complete the \$530,000 larger project.*

**Recommendation:** Council approve the resolution authorizing Prop 1B application for the listed projects.

**5.B Resolution: Approving Agreement with Kerman Telephone Company Regarding Use of City Facilities for Wireless Network [RM ]**

*At the December 19th Council Kerman Telephone Company (KTC) made a presentation to Council regarding their undertaking a project to build a wireless mesh network within the City of Kerman. This network will allow high speed broadband data coverage throughout an approximate 2.5 square mile coverage zone within the city. This network will offer ubiquitous broadband access City-wide and will allow users mobile access throughout the City.*

*The City of Kerman has various assets that can be used in the deployment of the system; these include streetlights and streetlight poles, towers, buildings, other above ground structures, and the Right-of-Way locations for placement of ground mounted appurtenances. In the initial phase KTC proposes to use strategically located City owned streetlights and streetlight poles for attaching and powering the wireless mesh Access Points.*

*Council authorized staff to move forward and negotiate with KTC and return to Council with a proposed agreement to use City properties/facilities in exchange for payment and/or service from KTC*

*At this time, while there are still many unknowns re: what direction and extent of services that can be offered, Kerman Telephone desires to enter into a one year contract with the City and proceed with a limited service agreement.*

*The contract is draft format is attached*

**Recommendation:** Council Approve Resolution and Agreement with Kerman Telephone Company Regarding Use of City Facilities for Wireless Network (subject to final review and editing by City Attorney).

**6. WRITTEN COMMUNICATIONS**

**7. ADMINISTRATIVE REPORTS**

**7.A Update: City Hall Expansion/Remodel and Temporary Move []**

*Under the direction of Finance Director, Tim Przybyla, City staff and the contract BVI has rapidly moved to remodel the recently acquired building at 942 S. Madera Ave. This building will temporarily house the City Hall staff during the expansion/remodel project. When the new City Hall/Council Chambers project is complete the Planning & Development Services staff will move into the 942 site. The Building Inspection & Code Enforcement Division staff will join the Planning Division which will result in a "One Stop Shop" for clients.*

*The attached schedule prepared by Mr. Przybyla is "tentative" and we should know more by meeting time Wednesday evening.*

*Report and Calendar schedule attached.*

**Recommendation:** Council receive staff brief and ask any questions

**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 54956.8, 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.B Government Code Section 54956.9(a), Conference with Legal Counsel - Pending Litigation: Property line dispute regarding 15408 W. California. City of Kerman vs. Mr. Alden Martin.**

**9.C Government Code 54956.8, Conference with Real Property Negotiators: Park Site Negotiating Parties: City Manager and Other Parties requested Confidentiality Under Negotiation: Purchase of Land for Park Property**

**COUNCIL RECONVENE FROM CLOSED SESSION**

**10. ADJOURNMENT**

AGENDA POSTING CERTIFICATION

I, L. RENEE HOLDCROFT, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that on the date affixed below I caused this document to be posted at Kerman City Hall, 850 So. Madera Avenue, and at Kerman Community/Teen Center, 15101 Kearney Plaza, Kerman Ca.

Date: \_\_\_\_\_

L. Renee Holdcroft  
City Clerk

**City of Kerman**  
**Grants Update**  
**February 2008**

*\*\*The staff member involved in the application is named. It is very important to note that with each grant, with only one exception, the finance department was also involved in providing the information for the grant budget. With one particular application, the finance department had to register with the Federal Government data base which was a lengthy process.*

**Grants Awarded:**

- § **Tire Derived Grant:** Administered by the California Integrated Waste Management Board, this grant provides the funding for rubber mulch. California Consulting submitted this grant on behalf of Kerman and was awarded \$99,626. The grant will provide rubber mulch in the following parks: Wooten, Rotary, Lions, Kiwanis, and Kerckhoff. California Consulting completed this grant under the direction of Mr. Phillip Gallegos.

**Total Amount Awarded: \$99,626**

**Grants Pending:**

- § **Office of Traffic and Safety Mini Grant:** California Consulting submitted the OTS Seatbelt mini grant on behalf of the Kerman Police Department. The grant is for officer overtime to conduct seatbelt enforcement. The award amount is approximately \$5000. California Consulting completed this application under the direction of Chief Newton.
- § **GREAT:** Administered by the Department of Justice, The GREAT grant provides funding for an Officer to teach the GREAT components, which is anti gang curriculum, to middle school and elementary school students of the City of Kerman. California Consulting submitted the grant in the amount of approximately \$60,000. This application was completed under the direction of Chief Newton and his staff, Mary Rodrigues and Officer Deo.
- § **Local Ground water Assistance Program:** Administered by the Department of Water Resources, this program creates an action plan for groundwater protection throughout the county to prioritize groundwater management programs and mechanisms. The City of Kerman's project was focused on Groundwater Recharge. California Consulting completed this application in the amount of \$250,000 under the direction of Mr. Ken Moore.
- § **Office of Traffic and Safety Main:** California Consulting submitted the application in the amount of \$53,923. The focus of the grant program is to target DUI offenses. The grant will cover the cost of a DUI Trailer and Officer

Overtime to complete the goals and objectives. This application was completed under the direction of Chief Newton and staff Ms. Mary Rodrigues.

- § **Waste Tire Amnesty Event:** Administered by the CIWMB, this program funds the cost of an Amnesty Event. The grant funds the cost of the haul and tip of the tires as well as the staff time of the actual event. California Consulting completed the application under the direction of Domingo Zapata and Kent Cox (Code Enforcemnt) in the amount of \$6,275.

**Total Amount Pending: \$375,198**

**Grants California Consulting are pursuing for Kerman:**

- § **Recreational Trails:** Administered by the California Parks and Rec., the Recreational Trails Program (RTP) provides funds annually for recreational trails and trails-related projects. California Consulting will apply on behalf of Kerman for a trail. Application period will be open in August of 2008.
- § **CMAQ:** Administered by the Fresno County COG, California Consulting will pursue this funding for trails through the city. The funding cycle will open the last week of Feb. All projects funded through the CMAQ program must demonstrate a positive air quality benefit.
- § **Bullet Proof Vest Program:** Administered through the U.S. Department of Justice, this program helps pay the costs of Bullet Proof Vests. California Consulting will work with the Kerman PD to ensure this application is completed.
- § **COPS Universal Hiring Program (UHP):** The goal of this grant program is to make communities safer by helping increase the number of community policing officers on patrol in local jurisdictions. The grant covers new officer salary.
- § SWRCB- SRF Administered through the State Water Resources Control Board (SWRCB), the SRF is a low interest loan to cities for the Waste Water Treatment Facility.
- § **Water Recycling Feasibility Study:** Administered by the SWRCB, the Water Recycling Facilities Planning Grant Program (FPGP) provides grants up to \$75,000 to study the feasibility of water recycling and to prepare facilities plan documenting the analyses and conclusions of the investigation.

**Grants California Consulting intends to pursue for Kerman:**

- § **Land and Water Conservation:** Administered by the California Parks and Rec., this program can fund land acquisition or development of outdoor recreation areas

and facilities. Priority development projects include trails, campgrounds, picnic areas, natural areas and cultural areas for recreational use.

- § **CDF Tree grant:** Administered by the California Department of Forestry, this grant provides funding for trees and planting material. The grant can pay up to 90% of the costs. The next round of funding will be in the summer of 2008.
  
- § **Proposition 84 for Parks:** There is legislation currently pending that will allocate the Prop. 84 bond monies to California Parks and Rec. It is expected to be passed this year with guidelines as early as fall of 2008.

# KERMAN CITY COUNCIL

# MINUTES

## COUNCIL MEETING

Community Teen Center

February 20, 2008– Regular Meeting

15101 Kearney Plaza

6:30 PM

Kerman, CA 93630

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

**Also Present, City Manager, City Clerk, City Engineer, Director of Planning and Development Services, Public Works Director, Finance Director, Police Chief, and, Acting City Attorney**

<b>WELCOME</b> - Mayor Trinidad M. Rodriguez	
<b>CALL TO ORDER</b>	6:30 p.m. All Present
<b>ROLL CALL</b> - City Clerk Renee Holdcroft	Performed
<b>INVOCATION</b> - As Offered	
<b>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.</b>	
<b>PLEDGE OF ALLEGIANCE</b> – City Clerk	
<b>1. AGENDA APPROVAL</b> City Manager asked to pull Item 5.E from Agenda to come back at a later meeting.	Approved: CJ/JS (5-0)
<b>2. PRESENTATIONS/COMMENDATIONS</b>	
<b>2.A Proclamation: Supporting the National Park Centennial Initiative and Maintaining and Preserving America's National Parks - Laine Hendricks, Program Manager, National Parks Conservation Assn. [RH]</b>	Presentation made, Proclamation bestowed.

<p><b>2.B</b></p>	<p><b>Introductions: Officers being placed into new leadership positions and our newest police officer. [WN]</b></p> <p>Introductions of newly promoted officers: Deol (Sonny) Gurdeep, Jeff Davis, Teressa Cubillos. Oath of Office was given to Officer Sandra Mendoza.</p>	<p>Introductions and promotions noted and Oath of Office performed for Sandra Mendoza.</p>
<p><b>2.C</b></p>	<p><b>Annual Crime and Police Activity Report - 2007 [WN]</b></p>	<p>Presented</p>
<p><b>REQUEST TO ADDRESS COUNCIL</b></p>		
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<p><b>3. PUBLIC HEARINGS / PUBLIC MEETING – 6:30 p.m.</b></p>		
<p><b>4.</b></p>	<p><b>CONSENT CALENDAR</b> (Items that are not pulled from the Consent Calendar are approved by a single motion.)</p>	<p>Approved: CJ/RD (5-0)</p>
<p><b>4.A</b></p>	<p><b>Approval of Minutes: February 6, 2008</b></p>	
<p><b>4.B</b></p>	<p><b>Payroll Report:</b></p>	
	<p>Payroll Report: January 13, 2008 - January 26, 2008: \$116,753.11; Retro Pay: \$727.48; Overtime: \$8,353.84; Standby &amp; FTO: \$897.75</p>	
	<p>Payroll Report: January 27, 2008 - February 09, 2008: \$116,087.67; Retro Pay \$-31.43; Overtime: \$7,218.76; Standby &amp; FTO: \$721.91</p>	
<p><b>4.C</b></p>	<p><b>Warrants:</b></p>	
	<p>Warrants Nos. #25471 - #25536      \$124,451.50</p>	
<p><b>4.D</b></p>	<p><b>Resolution: Approving Final Acceptance Kerckhoff Park Improvements [GH]</b></p>	
<p><b>4.E</b></p>	<p><b>Resolution: Adjusting the Salaries of City of Kerman Planning Commission Members [RH]</b></p>	
<p><b>5.</b></p>	<p><b>PETITIONS, BIDS, RESOLUTIONS, ORDINANCES, AGREEMENTS, ETC</b></p>	

<b>5.A</b>	<b>Resolution: In Support of the City of Kerman's Participation in the Fresno County Local Hazard Mitigation Plan. [WN]</b>	Approved: CJ/JS (5-0)
<b>5.B</b>	<b>Resolution: Assessing Costs of Emergency Abatement of a Dangerous Nuisance as a Lien against Real Property at 15424 West "C" Street, Kerman. [KM]</b>	Approved: CJ/RS (4-1) RD No
<b>5.C</b>	<b>Resolution: Authorizing Submittal and Execution of California Integrated Waste Management Board Grant Documents [RM]</b>	Approved: CJ/RS (5-0)
<b>5.D</b>	<b>Resolution: Authorizing Application for Fiscal Year 2008-09 CIWMB Waste Tire Grants for the City of Kerman; and Resolution: Authorizing Application for Future CIWMB Waste Tire Grants for the City of Kerman. [KC]</b>	Approved: JS/RD (5-0)
<b>5.E</b>	<b>Resolution: Approving Agreement with Kerman Telephone Company Regarding Use of City Facilities for Wireless Network [RM ]</b>	PULLED FROM AGENDA
<b>5.F</b>	<b>Resolution: Designating Area for State Proposition 1B Local Streets and Roads Funding [RM]</b>	Approved: CJ/RS (5-0)
<b>5.G</b>	<b>Request for Letter of Support of for Governor's Proposed Water Plan. [RH]</b>	Approved: RS/JS (5-0)
<b>6.</b>	<b>WRITTEN COMMUNICATIONS</b>	None.
<b>7.</b>	<b>ADMINISTRATIVE REPORTS</b>	
<b>7.A</b>	<b>Capital Improvement Program (CIP) - Water/Sewer [GH]</b>  The Engineer noted some changes that will show up in the final submittal on this item. :	Informational Only.
<b>8.</b>	<b>COUNCIL REPORTS</b>	
<b>8.A</b>	<b>Mayor's Report</b>  Overview of One Voice Conference was given.	
<b>8.B</b>	<b>Council Members' Reports</b>	
<b>COUNCIL RECESSED TO THE REDEVELOPMENT AGENCY</b>		8:25 p.m.
<b>COUNCIL RECONVENED AS THE CITY COUNCIL</b>		8:27 pm
<b>COUNCIL ADJOURNED INTO CLOSED SESSION ALL ITEMS FOR DISCUSSION</b>		8:28 p.m.

<b>9. CLOSED SESSION</b> (To discuss Items 9.A – 9.C)	
<b>9.A 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.</b>	
<b>9.B Government Code Section 54956.9(a), Conference with Legal Counsel - Pending Litigation: Property line dispute regarding 15408 W. California. City of Kerman v. Mr. Alden Martin.</b>	
<b>9.C Government Code 54956.8, Conference with Real Property Negotiators: Park Site Negotiating Parties: City Manager and Other Parties requested Confidentiality Under Negotiation: Purchase of Land for Park Property</b>	
<b>COUNCIL RECONVENED FROM CLOSED SESSION</b> (With no reportable action.	8:45 p.m.
<b>10. ADJOURNMENT</b>	8:46 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 is a true depiction of the actions taken at the City Council Meeting held at the Kerman Community/Teen Center, 15101 Kearney Plaza, Kerman Ca., on the date first above written.

Date: \_\_\_\_\_

L. Renee Holdcroft  
City Clerk

**CITY OF KERMAN  
PAYROLL REPORT**

*Agenda Item 4.B.1*

**PAY PERIOD: Feb 10, 2008 - Feb 23, 2008**

EMPLOYEE	SALARY	RETRO PAY	OVER TIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
<b><u>ADMINISTRATION</u></b>								
2 Manfredi, Ron	\$ 4,627.85	\$ -	-	\$ -	-	\$ -	\$ 4,627.85	
15 Gonzales, Diana	\$ 1,676.31	\$ -	-	\$ -	-	\$ -	\$ 1,676.31	
37 Pimentel, Olivia	\$ 1,931.08	\$ -	5.00	\$ 181.04	-	\$ -	\$ 2,112.12	
394 Mechekoff, Denise	\$ 917.54	\$ -	-	\$ -	-	\$ -	\$ 917.54	
87 Madruga, Lydia	\$ 1,840.15	\$ -	-	\$ -	-	\$ -	\$ 1,840.15	
299 Przybyla, Tim	\$ 3,064.62	\$ -	-	\$ -	-	\$ -	\$ 3,064.62	
332 Alvarez, Josefina	\$ 1,087.38	\$ -	-	\$ -	-	\$ -	\$ 1,087.38	
350 Jones, Toni	\$ 2,149.85	\$ -	-	\$ -	-	\$ -	\$ 2,149.85	
359 Holdcroft, Renee	\$ 2,464.62	\$ -	-	\$ -	-	\$ -	\$ 2,464.62	
375 Reyes, Marcia	\$ 535.42	\$ -	-	\$ -	-	\$ -	\$ 535.42	
396 Ramirez, Casandra	\$ 467.02	\$ -	-	\$ -	-	\$ -	\$ 467.02	
414 Patlan, Luis	\$ 3,442.62	\$ -	-	\$ -	-	\$ -	\$ 3,442.62	
<b>TOTAL</b>	<b>\$ 24,204.44</b>	<b>\$ -</b>	<b>5.00</b>	<b>\$ 181.04</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 24,385.48</b>	
<b><u>REC/SOCIAL</u></b>								
11 Gallegos, Philip	\$ 3,008.31	\$ -	-	\$ -	-	\$ -	\$ 3,008.31	
35 Arredondo, Barbara	\$ 1,342.15	\$ -	-	\$ -	-	\$ -	\$ 1,342.15	
76 Wright, Judy	\$ 1,309.38	\$ -	-	\$ -	-	\$ -	\$ 1,309.38	
97 Gonzalez, Jose Felix	\$ 1,415.08	\$ -	-	\$ -	-	\$ -	\$ 1,415.08	
109 Gonzales, Johnny	\$ 272.00	\$ -	-	\$ -	-	\$ -	\$ 272.00	
233 Moore, Nancy	\$ 1,656.00	\$ -	-	\$ -	-	\$ -	\$ 1,656.00	6
237 Salvador, Mark	\$ 1,536.46	\$ -	-	\$ -	-	\$ -	\$ 1,536.46	
357 Hammrich, Tanya	\$ 1,393.85	\$ -	-	\$ -	-	\$ -	\$ 1,393.85	
385 Gailey, Rachel	\$ 1,183.38	\$ -	-	\$ -	-	\$ -	\$ 1,183.38	
361 Lujan, Vanessa	\$ 437.50	\$ -	-	\$ -	-	\$ -	\$ 437.50	
292 Silva, Jessica	\$ 730.75	\$ -	-	\$ -	-	\$ -	\$ 730.75	
408 Lua, Christina	\$ 181.50	\$ -	-	\$ -	-	\$ -	\$ 181.50	
321 Rodriguez, Eduardo	\$ 460.00	\$ -	-	\$ -	-	\$ -	\$ 460.00	
347 Quintana, Pedro	\$ 476.00	\$ -	-	\$ -	-	\$ -	\$ 476.00	
403 Garza, Javier	\$ 252.00	\$ -	-	\$ -	-	\$ -	\$ 252.00	
352 Gaytan, Salvador III	\$ 64.75	\$ -	-	\$ -	-	\$ -	\$ 64.75	
365 Gonzales, Yvonne	\$ 112.00	\$ -	-	\$ -	-	\$ -	\$ 112.00	
373 Arredondo, Marissa	\$ 432.00	\$ -	-	\$ -	-	\$ -	\$ 432.00	
388 Arredondo, Michelle	\$ 232.00	\$ -	-	\$ -	-	\$ -	\$ 232.00	
383 Rodrigues, Manuel	\$ 496.00	\$ -	-	\$ -	-	\$ -	\$ 496.00	
417 Moreno, Jose	\$ 288.00	\$ -	-	\$ -	-	\$ -	\$ 288.00	
<b>TOTAL</b>	<b>\$ 17,279.11</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 17,279.11</b>	<b>6.00</b>
<b><u>POLICE</u></b>								
29 Rodrigues, Mary	\$ 1,622.31	\$ -	-	\$ -	-	\$ -	\$ 1,622.31	
59 Madruga, Ron	\$ 2,480.31	\$ -	10.00	\$ 465.06	-	\$ -	\$ 2,945.37	
60 Suson, Philip	\$ 2,439.23	\$ -	-	\$ -	-	\$ -	\$ 2,439.23	
69 Chapman, Tom	\$ 2,079.23	\$ -	1.50	\$ 58.48	-	\$ -	\$ 2,137.71	
73 Collins, Kirk	\$ 2,554.62	\$ -	-	\$ -	-	\$ -	\$ 2,554.62	
74 Newton, William	\$ 3,618.02	\$ -	-	\$ -	-	\$ -	\$ 3,618.02	
82 Torres, Armando	\$ 1,106.01	\$ -	-	\$ -	-	\$ -	\$ 1,106.01	
101 Cubillos, Teresa	\$ 2,131.85	\$ -	7.00	\$ 279.80	-	\$ -	\$ 2,411.65	4.5
232 Erickson, John	\$ 1,779.69	\$ -	4.50	\$ 150.16	-	\$ -	\$ 1,929.85	
245 Barbosa, Isaias	\$ 1,779.69	\$ -	-	\$ -	-	\$ -	\$ 1,779.69	
278 Deo, Gurdeep	\$ 2,091.69	\$ -	-	\$ -	-	\$ -	\$ 2,091.69	10
291 Ramirez, Donald	\$ 1,435.38	\$ -	-	\$ -	-	\$ -	\$ 1,435.38	
296 Mendoza, Sandra	\$ 1,218.92	\$ -	-	\$ -	-	\$ -	\$ 1,218.92	
307 Gaxiola, Ronald	\$ 1,796.31	\$ -	7.00	\$ 235.77	-	\$ -	\$ 2,032.07	
334 Shwetzter, Kristofer	\$ 1,614.00	\$ -	11.00	\$ 332.89	-	\$ -	\$ 1,946.89	
343 Davis, Jeff	\$ 2,079.69	\$ -	20.00	\$ 779.88	-	\$ -	\$ 2,859.58	
354 Lee Ness	\$ 1,710.92	\$ -	-	\$ -	-	\$ -	\$ 1,710.92	

**CITY OF KERMAN  
PAYROLL REPORT**

*Agenda Item 4.B.1*

**PAY PERIOD: Feb 10, 2008 - Feb 23, 2008**

EMPLOYEE	SALARY	RETRO PAY	OVER TIME		STANDBY & FTO		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT		
363 Wilbert Barcoma	\$ 1,537.38	\$ -	13.00	\$ 374.74	-	\$ -	\$ 1,912.12	
369 Joseph Ramer	\$ 360.00	\$ -	-	\$ -	-	\$ -	\$ 360.00	
402 James W Nevis	\$ 1,796.31	\$ -	12.00	\$ 404.17	-	\$ -	\$ 2,200.48	
412 Neill Schmidt	\$ 1,551.69	\$ -	5.00	\$ 145.47	-	\$ -	\$ 1,697.16	
<b>TOTAL:</b>	<b>\$ 38,783.26</b>	<b>\$ -</b>	<b>91.00</b>	<b>\$ 3,226.42</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 42,009.68</b>	<b>14.50</b>

**PUBLIC WORKS**

8 Gonzales, Ruben	\$ 1,768.15	\$ -	-	\$ -	-	\$ -	\$ 1,768.15	
20 Rodriguez, Joe	\$ 1,725.23	\$ -	2.00	\$ 64.70	-	\$ -	\$ 1,789.93	
25 Prieto, Ruben	\$ 1,549.38	\$ -	-	\$ -	-	\$ -	\$ 1,549.38	
26 Gruce, Robert	\$ 2,284.62	\$ -	-	\$ -	-	\$ -	\$ 2,284.62	
27 Hearld, Douglas	\$ 2,291.54	\$ -	-	\$ -	-	\$ -	\$ 2,291.54	
38 Souza, Charlotte	\$ 1,684.62	\$ -	-	\$ -	-	\$ -	\$ 1,684.62	
134 Ramirez, Manuel	\$ 1,547.54	\$ -	3.00	\$ 87.05	11.25	\$ 217.62	\$ 1,852.21	
172 Chavez, Fernando M.	\$ 1,638.00	\$ -	2.00	\$ 61.43	9.00	\$ 184.28	\$ 1,883.70	
234 Kufis, Chris	\$ 1,774.62	\$ -	-	\$ -	-	\$ -	\$ 1,774.62	
290 Gastelum, Humberto	\$ 1,458.46	\$ -	-	\$ -	2.25	\$ 41.02	\$ 1,499.48	
298 Barajas, Michael	\$ 1,318.62	\$ -	2.00	\$ 49.45	-	\$ -	\$ 1,368.06	
322 Castro, Joseph	\$ 1,387.85	\$ -	-	\$ -	-	\$ -	\$ 1,387.85	
326 Fonseca, Monica	\$ 1,138.62	\$ -	-	\$ -	-	\$ -	\$ 1,138.62	
330 Gamez, Jesus	\$ 1,369.38	\$ -	-	\$ -	2.25	\$ 38.51	\$ 1,407.90	
349 Sidhu, Nirmal	\$ 1,138.62	\$ -	-	\$ -	-	\$ -	\$ 1,138.62	
358 Cox, Kent	\$ 2,237.08	\$ -	-	\$ -	-	\$ -	\$ 2,237.08	
405 Hodges, Thomas	\$ 1,032.46	\$ -	-	\$ -	-	\$ -	\$ 1,032.46	
378 Sanchez, Daniel	\$ 1,084.15	\$ -	17.00	\$ 393.01	21.75	\$ 294.75	\$ 1,771.91	
379 Zapata, Domingo	\$ 1,258.62	\$ -	-	\$ -	-	\$ -	\$ 1,258.62	
389 Moore, Ken	\$ 3,041.54	\$ -	-	\$ -	-	\$ -	\$ 3,041.54	
329 Arechiga, Pastor	\$ 1,138.62	\$ -	1.00	\$ 21.35	1.50	\$ 21.35	\$ 1,181.31	
<b>TOTAL</b>	<b>\$ 33,867.69</b>	<b>\$ -</b>	<b>27.00</b>	<b>\$ 676.97</b>	<b>48.00</b>	<b>\$ 797.53</b>	<b>\$ 35,342.20</b>	

PLANNING		COUNCIL	
Arabian, M	\$ -	Rodriguez	\$ 100.00
Epperson, R	\$ -	Stockwell	\$ 100.00
Pereira, A	\$ -	Dhaliwal	\$ 100.00
Green, P	\$ -	Sidhu	\$ 100.00
Felker, R	\$ -	Jones	\$ 100.00
Haist, M	\$ -		
Nehring, K	\$ -		
<b>Total</b>	<b>\$ -</b>	<b>Total</b>	<b>\$ 500.00</b>

<b>GRAND TOTAL:</b>	<b>\$ 114,634.50</b>	<b>\$ -</b>	<b>123.00</b>	<b>\$ 4,084.43</b>	<b>48.00</b>	<b>\$ 797.53</b>	<b>\$ 119,516.46</b>	<b>20.50</b>
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Run date: 02/27/2008 @ 12:09  
 Bus date: 02/27/2008

City of Kerman  
 Check - Complete Detail

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	Invoice number	PO number
25537- 1330	1	2/27/2008	1020	AFLAC			
	1		33909	*C VOLUNTARY INS MAR 08	341.20	934349	
25537- 1330	1	2/27/2008	Logged	*** Total ***	341.20		
25538- 1330	2	2/27/2008	1031	ALERT O LITE			
	2		33817	SAFETY FENCE	41.04	0348500-IN	
25538- 1330	2	2/27/2008	Logged	*** Total ***	41.04		
25539- 1330	3	2/27/2008	1006	ALPURE ENVIRONMENTAL SERVICES			
	3		33860	AIR SAMPLES / PD BUILDING	980.00	2228	
25539- 1330	3	2/27/2008	Logged	*** Total ***	980.00		
25540- 1330	4	2/27/2008	1058	AMERIPRIDE UNIFORM SERVICES			
	4		33920	MISC SUPPLIES JAN 2008	2,495.75	58934 1/31/08	
25540- 1330	4	2/27/2008	Logged	*** Total ***	2,495.75		
25541- 1330	5	2/27/2008	1135	AT&T MOBILITY			
	5		33813	MDT MONTHLY SERVICE JAN 2008	295.88	993993387 2/10	
25541- 1330	5	2/27/2008	Logged	*** Total ***	295.88		
25542- 1330	6	2/27/2008	3012	CALBO			
	6		33916	CALBO MEMBERSHIP	215.00	KENT COX	
25542- 1330	6	2/27/2008	Logged	*** Total ***	215.00		
25543- 1330	7	2/27/2008	3175	CALIFORNIA PUBLIC EMPLOYEES			
	7		33903	EMPLYR/EMP CONTRIBUTIONS	17,074.27	P/E 02/09/08	
25543- 1330	7	2/27/2008	Logged	*** Total ***	17,074.27		
25544- 1330	8	2/27/2008	3032	CAMCO			
	8		33861	LEADED AUTO NOZZLE	80.27	68260	
25544- 1330	8	2/27/2008	Logged	*** Total ***	80.27		
25545- 1330	9	2/27/2008	7010	CAPMARK FINANCE INC.			
	9		33881	INTEREST/PRINCIPAL PAYMENT	50,582.13	010237601 4/08	
25545- 1330	9	2/27/2008	Logged	*** Total ***	50,582.13		
25546- 1330	10	2/27/2008	3187	CENTRAL VALLEY FAMILY HEALTH			
	10		33804	PRE EMP PHYSICAL/MENDOZA	337.00	427685060	
	10		33805	PRE EMP PHYSICAL MENDOZA	71.00	427685060	
25546- 1330	10	2/27/2008	Logged	*** Total ***	408.00		
25547- 1330	11	2/27/2008	3214	CENTRAL VALLEY TOXICOLOGY			
	11		33814	ETHYL ALCOHOL	36.00	132423	
	11		33815	ABUSE SCREEN/DRUG CONF LEVEL	73.00	133436	
25547- 1330	11	2/27/2008	Logged	*** Total ***	109.00		
25548- 1330	12	2/27/2008	3081	CHILDS AND COMPANY, INC.			
	12		33859	LOCK SET	283.76	73014	
25548- 1330	12	2/27/2008	Logged	*** Total ***	283.76		
25549- 1330	13	2/27/2008	6080	CITY OF FRESNO			
	13		33867	LAB / WATER TESTING	138.00	K011608	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	Invoice number	PO number
25549-1330	13	2/27/2008	33868	CREDIT / OVERPAYMENT	-133.50	K011608	
				*** Total ***	4.50		
25550-1330	14	2/27/2008	3023	CLEANSTREET			
25550-1330	14	2/27/2008	33831	STREET SWEEPING JAN 2008	5,451.88	52312	
				*** Total ***	5,451.88		
25551-1330	15	2/27/2008	3208	CODE PUBLISHING COMPANY			
25551-1330	15	2/27/2008	33907	KMO UPDATE 02/08 / ORD 08-01	62.85	30063	
				*** Total ***	62.85		
25552-1330	16	2/27/2008	3104	CONSOLIDATED ELECTRICAL			
	16		33822	12 LAMPS	330.34	2574-578528/CRM	
	16		33823	CREDIT MEMO	-23.75	CRM	
25552-1330	16	2/27/2008		*** Total ***	306.59		
25553-1330	17	2/27/2008	3102	COOKS COMMUNICATIONS			
25553-1330	17	2/27/2008	33801	RADIO INSTALLATION/PROGRAMMING	328.90	87789	
				*** Total ***	328.90		
25554-1330	18	2/27/2008	4091	EAST BAY TIRE CO.			
25554-1330	18	2/27/2008	33830	GOODYEAR EAGLE / 6 TIRES	460.36	700116	
				*** Total ***	460.36		
25555-1330	19	2/27/2008	5041	ECS IMAGING, INC			
25555-1330	19	2/27/2008	33927	AGENDA MGR RDA MEETINGS	800.00	022108	
				*** Total ***	800.00		
25556-1330	20	2/27/2008	4088	EDM PUBLISHERS			
25556-1330	20	2/27/2008	33819	FIRE CODE INSP LAW BULLETIN	158.48	15303391	
				*** Total ***	158.48		
25557-1330	21	2/27/2008	6040	FRESNO CHAMBER OF COMMERCE			
25557-1330	21	2/27/2008	33912	ANNUAL MEMBERSHIP DUES 4/08-3/	215.00	26296	
				*** Total ***	215.00		
25558-1330	22	2/27/2008	3118	FRESNO COUNTY TREASURER			
25558-1330	22	2/27/2008	33812	REPORT PARKING VIOLATIONS JAN	55.00	JAN 08	
				*** Total ***	55.00		
25559-1330	23	2/27/2008	6056	FRESNO COUNTY TREASURER			
25559-1330	23	2/27/2008	33799	DISPATCHING SERVICES/FEB 2008	10,102.64	S05033	
25559-1330	23	2/27/2008	33800	RMS/JMS ACCESS JAN 2008	158.56	S05034	
				*** Total ***	10,261.20		
25560-1330	24	2/27/2008	6063	FRESNO DISTRIBUTING CO.			
	24		33827	CHICAGO 333-665 PSHCP	103.29	37488	
	24		33828	GERBER C4-44-651	96.45	37573	
	24		33829	CHICAGO 335 E12PSHCP	129.19	37368	
	24		33862	CYLINDER RENTAL	9.15	91065515	
25560-1330	24	2/27/2008		*** Total ***	338.08		

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Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	Invoice number	PO number
25561-1330	25	2/27/2008	7047	GARCIA PAVING CO, INC			
	25		33874	SUNSET AVE RECONSTRUCTION	29,506.76	FINAL / RETENTI	
25561-1330	25	2/27/2008	Logged	*** Total ***	29,506.76		
25562-1330	26	2/27/2008	7042	GURDEEP DEOL			
	26		33869	SUBSISTANCE/LEADERSHIP DEV	47.50	5 @ 9.50	
25562-1330	26	2/27/2008	Logged	*** Total ***	47.50		
25563-1330	27	2/27/2008	8000	H & J CHEVROLET INC			
	27		33895	CHEV TRUCK C15 FULL PK 1500	17,197.43	1GCEC14C7872261	
25563-1330	27	2/27/2008	Logged	*** Total ***	17,197.43		
25564-1330	28	2/27/2008	7991	HARRIS & ASSOCIATES			
	28		33915	PLAN CHECKS/CENT VALLEY HOUSIN	3,372.83	072230107	
25564-1330	28	2/27/2008	Logged	*** Total ***	3,372.83		
25565-1330	29	2/27/2008	8041	HD SUPPLY WATERWORKS, LTD			
	29		33820	GASKET/STEM	36.32	6668924	
	29		33821	SEWER PIPE/TRANS GASKETS/ VALV	2,834.93	6662634	
25565-1330	29	2/27/2008	Logged	*** Total ***	2,871.25		
25566-1330	30	2/27/2008	8900	I-5 BUSINESS DEVELOPMENT CORRI			
	30		33897	3RD QTR I-5 BDC MEMBERSHIP 07-	2,500.00	0708:08	
25566-1330	30	2/27/2008	Logged	*** Total ***	2,500.00		
25567-1330	31	2/27/2008	8960	IDTS, INC			
	31		33810	PRE EMP TEST/RANDOM DRUG SCREE	180.00	16992	
25567-1330	31	2/27/2008	Logged	*** Total ***	180.00		
25568-1330	32	2/27/2008	9012	INDUSTRIAL CONTROL & DESIGN, I			
	32		33858	WORKED TO CONFIGURE J GAMEZ PC	341.25	00006828	
25568-1330	32	2/27/2008	Logged	*** Total ***	341.25		
25569-1330	33	2/27/2008	4079	JEFF DAVIS			
	33		33870	SUBSISTANCE/LEADERSHIP DEV	38.00	4 @ 9.50	
25569-1330	33	2/27/2008	Logged	*** Total ***	38.00		
25570-1330	34	2/27/2008	4079	JEFF DAVIS			
	34		33873	SUBSISTENCE/FIREARMS INST TRNG	47.50	5 @ 9.50	
25570-1330	34	2/27/2008	Logged	*** Total ***	47.50		
25571-1330	35	2/27/2008	10045	JORGENSEN & CO			
	35		33832	19 FIRE EXT AMX REPLACED	532.00	4429092-01	
25571-1330	35	2/27/2008	Logged	*** Total ***	532.00		
25572-1330	36	2/27/2008	11005	KENNETH D SCHMIDT & ASSOCIATES			
	36		33887	PRO FEES/EXP NEW MONITOR WELLS	403.31	JAN 2008	
25572-1330	36	2/27/2008	Logged	*** Total ***	403.31		
25573-1330	37	2/27/2008	11033	KERWEST NEWSPAPERS			
	37		33803	CLASSIFIED AD/CSO KPD	88.00	17906	
	37		33908	PUBLIC NOTICE PC-CUP 08-01	90.00	17969	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n Description	Net amount	Invoice number	PO number
25573- 1330	37	2/27/2008	Logged	*** Total ***	178.00	
25574- 1330	38	2/27/2008	12046 LANDSCAPE IMAGES, INC			
	38		33857 MONTHLY LANDSCAPE CTC JAN 08	380.00	2026012008	
25574- 1330	38	2/27/2008	Logged	*** Total ***	380.00	
25575- 1330	39	2/27/2008	14045 LEE NESS			
	39		33872 SUBSISTANCE/FIREARMS INST TRNG	47.50	5 @ 9.50	
25575- 1330	39	2/27/2008	Logged	*** Total ***	47.50	
25576- 1330	40	2/27/2008	13005 MADERA FORD MERCURY			
	40		33833 PARTS/STUD	20.08	68674	
25576- 1330	40	2/27/2008	Logged	*** Total ***	20.08	
25577- 1330	41	2/27/2008	18022 MARCI REYES			
	41		33906 REIMB / ORAL BOARD SUPPLIES	25.99	P/W SEC ORAL BD	
25577- 1330	41	2/27/2008	Logged	*** Total ***	25.99	
25578- 1330	42	2/27/2008	13067 METRO UNIFORM & ACCESSORIES			
	42		33808 BODY ARMOR/SCHMIDT	750.43	7799	
25578- 1330	42	2/27/2008	Logged	*** Total ***	750.43	
25579- 1330	43	2/27/2008	13064 MOUNTAIN VALLEY PEST CONTROL			
	43		33834 PEST CONTROL CITY HALL/NOV 07	25.00	63699	
	43		33835 PEST CONTROL CTC NOV 07	35.00	63697	
	43		33836 PEST CONTROL CITY YARD NOV 07	25.00	63598	
	43		33837 PEST CONTROL LIONS PARK NOV 07	25.00	63599	
	43		33838 PEST CONTROL POLICE DEPT NOV 0	35.00	63698	
	43		33839 PEST CONTROL SEWER PLANT NOV 0	25.00	63597	
	43		33840 PEST CONTROL SR CENTER NOV 07	45.00	63698	
25579- 1330	43	2/27/2008	Logged	*** Total ***	215.00	
25580- 1330	44	2/27/2008	15000 OFFICE DEPOT			
	44		33806 INK CARTRIDGES	77.70	417326294-001	
	44		33807 TONER CARTRIDGES	323.58	417564360-001	
	44		33811 IMAGING DRUM/PAPER/LAM POUCH	185.08	41841634-001	
	44		33863 ENVELOPES	6.05	417344112-001	
	44		33864 CREDIT MEMO/RETURNED ENV	-29.14	417342489-001	
	44		33865 RETURNED PAPER CLIPS	-1.65	417436071-001	
	44		33866 FOLDERS/INK/COLORED PENCILS	261.26	416106736-001	
	44		33905 DIVIDERS/BINDERS	18.82	418928191-001	
	44		33910 OFFICE SUPPLIES	132.51	410708944-001	
	44		33921 DIVIDERS/BINDERS	18.82	418928161-001	
	44		33926 PACKING BOXES	46.62	420447539-001	
25580- 1330	44	2/27/2008	Logged	*** Total ***	1,039.65	
25581- 1330	45	2/27/2008	15015 OFFICE MAX CONTRACT INC			
	45		33798 OFFICE SUPPLIES/BINDERS DIVIDE	83.53	264631	
25581- 1330	45	2/27/2008	Logged	*** Total ***	83.53	
25582- 1330	46	2/27/2008	0 GRACIELA CARDENAS AND THERESA			
	46		33899 *C FACILITY DEPOSIT REFUND	400.00	24522	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Name / Obligat'n	Description	Net amount	Invoice number	PO number
25582- 1330	46	2/27/2008	Logged	*** Total ***	400.00		
25583- 1330	47	2/27/2008		0 AMPARO ALMARAZ			
	47			33900 *C FACILITY DEPOSIT REFUND	100.00	2513	
25583- 1330	47	2/27/2008	Logged	*** Total ***	100.00		
25584- 1330	48	2/27/2008		15022 ORION SAFETY			
	48			33818 20 CS 30 MIN FLARES	527.80	PO 11304PD	
25584- 1330	48	2/27/2008	Logged	*** Total ***	527.80		
25585- 1330	49	2/27/2008		16025 P.G.& E.			
	49			33879 MO SVC 1/23/08 - 2/20/08	2,260.78	54677383090	208
	49			33883 MO SVC 1/18/08 - 2/15/08	898.04	40551668789	208
	49			33898 MO SVC 1/11/08-2/8/08	60.44	92174391398	208
25585- 1330	49	2/27/2008	Logged	*** Total ***	3,219.26		
25586- 1330	50	2/27/2008		15048 PAPA			
	50			33902 MEMBERSHIP FEE/BARAJAS	40.00	DPR 28634	
25586- 1330	50	2/27/2008	Logged	*** Total ***	40.00		
25587- 1330	51	2/27/2008		16092 POSTAL ANNEX			
	51			33884 LETTER/TREE REMOVAL COVARRUBIO	20.89	46566	
	51			33885 LETTER/DEPT HEALTH SVC	6.95	46596	
25587- 1330	51	2/27/2008	Logged	*** Total ***	27.84		
25588- 1330	52	2/27/2008		16121 PRECISION GRAPHICS			
	52			33802 POLICE DECALS FOR VEHICLE	58.63	6998	
25588- 1330	52	2/27/2008	Logged	*** Total ***	58.63		
25589- 1330	53	2/27/2008		16109 PROVOST & PRITCHARD INC.			
	53			33824 WWTP MASTER PLAN	1,768.08	22116	
	53			33825 WATER SYSTEM IMPROVEMENTS	100.00	22019	
	53			33826 SRF CLAIM PREP	148.98	20940	
	53			33876 WWTP EXPANSION/ENG SERVICES	23,886.90	21975	
	53			33877 SRF LOAN APP	5,401.96	21832	
	53			33917 WATER SYSTEM IMPROVEMENTS/POND	210.00	22386	
	53			33918 WWTP EXPANSION ENG SERVICES	38,324.64	22387	
25589- 1330	53	2/27/2008	Logged	*** Total ***	69,840.56		
25590- 1330	54	2/27/2008		4097 RAUL HERRERA			
	54			33816 PRE-EMP POLYGRAPH/ALVARADO	150.00	KERMANPDJAN08	
25590- 1330	54	2/27/2008	Logged	*** Total ***	150.00		
25591- 1330	55	2/27/2008		8055 RENEE HOLDCROFT			
	55			33904 CC MEETING SUPPLIES	4.99	CC 2/20/08	
25591- 1330	55	2/27/2008	Logged	*** Total ***	4.99		
25592- 1330	56	2/27/2008		18027 RENO'S HARDWARE			
	56			33911 MISC SUPPLIES JAN 2008	854.49	JAN 2008	
	56			33919 PLUMBING PARTS / JAN 2008	35.92	2/4/2008	
25592- 1330	56	2/27/2008	Logged	*** Total ***	890.41		

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	Invoice number	PO number
25593-1330	57	2/27/2008	18064	ROBERT P. ROWE & ASSOCIATES			
	57		33922	APPRAISAL 635 S HOWARD/COMM PA	2,250.00	2/26/08	
25593-1330	57	2/27/2008	Logged	*** Total ***	2,250.00		
25594-1330	58	2/27/2008	19014	SAFETY KLEEN CORP			
	58		33891	MODEL 250 W/QSQL	136.05	MB02228449	
	58		33892	WASTE OIL	75.60	M004677366	
	58		33893	SELF RECYCLING PARTS WASHER	136.05	MB02254683	
25594-1330	58	2/27/2008	Logged	*** Total ***	347.70		
25595-1330	59	2/27/2008	19019	SAN JOAQUIN VALLEY AIR POLLUTI			
	59		33923	PRO RATED FEES/GENERATOR/GOLDE	207.25	C119553	
25595-1330	59	2/27/2008	Logged	*** Total ***	207.25		
25596-1330	60	2/27/2008	19080	SERVICE MASTER ADVANCED			
	60		33924	WATER DAMAGE PD BUILDING	3,109.80	122107	
	60		33925	REPLACEMENT PAD/CARPET	483.64	012208	
25596-1330	60	2/27/2008	Logged	*** Total ***	3,593.44		
25597-1330	61	2/27/2008	19141	SIM ARCHITECTS, INC.			
	61		33875	CITY HALL EXPANSION PRO SVC 1/	3,144.30	0004952	
25597-1330	61	2/27/2008	Logged	*** Total ***	3,144.30		
25598-1330	62	2/27/2008	19063	SLUMBERGER LUMBER			
	62		33809	6 OUTLET POWER STRIPS	12.96	B22982	
25598-1330	62	2/27/2008	Logged	*** Total ***	12.96		
25599-1330	63	2/27/2008	19064	SMITH AUTO			
	63		33894	MISC SUPPLIES / JAN 0208	1,191.23	1/31/08	
25599-1330	63	2/27/2008	Logged	*** Total ***	1,191.23		
25600-1330	64	2/27/2008	19090	SPINO'S NURSERY INC			
	64		33890	TREES	155.48	19880	
	64		33901	TREE	38.87	19486	
25600-1330	64	2/27/2008	Logged	*** Total ***	194.35		
25601-1330	65	2/27/2008	19172	SPRINT			
	65		33880	MO SVC 1/15/08 - 2/14/08 DATA	149.97	03124348762 208	
25601-1330	65	2/27/2008	Logged	*** Total ***	149.97		
25602-1330	66	2/27/2008	19095	SSJVCMA			
	66		33882	CITY MANAGER ASSOC DUES	35.00	SSJVCMA-01	
25602-1330	66	2/27/2008	Logged	*** Total ***	35.00		
25603-1330	67	2/27/2008	19561	T & T PAVEMENT MARKINGS & PROD			
	67		33889	ROADWORK AHEAD SIGN	156.56	2008025	
25603-1330	67	2/27/2008	Logged	*** Total ***	156.56		
25604-1330	68	2/27/2008	19895	TECHDEPOT			
	68		33913	OKI DRUM KIT/BLACK	112.68	B080210724V1	
25604-1330	68	2/27/2008	Logged	*** Total ***	112.68		

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Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	Invoice number	PO number
25605- 1330	69	2/27/2008	3140	TERESA CUBILLOS			
	69		33871	SUBSISTANCE/LEADERSHIP DEV	47.50	4 @ 9.5	
25605- 1330	69	2/27/2008	Logged	*** Total ***	47.50		
25606- 1330	70	2/27/2008	22015	VALLEY LUBE EQUIPMENT			
	70		33896	UNISTRUCT BOLTS	11.88	E-12613-IN	
25606- 1330	70	2/27/2008	Logged	*** Total ***	11.88		
25607- 1330	71	2/27/2008	23005	WALLYS TIRE AND WHEEL			
	71		33888	USED WHEEL/RADIAL TUBE	39.39	IN00206939	
25607- 1330	71	2/27/2008	Logged	*** Total ***	39.39		
25608- 1330	72	2/27/2008	23013	WECO SUPPLY COMPANY INC.			
	72		33914	MISC SUPPLIES	88.79	767098	
25608- 1330	72	2/27/2008	Logged	*** Total ***	88.79		
25609- 1330	73	2/27/2008	23049	WINGFOOT COMMERCIAL TIRE			
	73		33886	8 TIRES/WASTE TIRE FEES/FUEL S	606.78	183-1031342	
25609- 1330	73	2/27/2008	Logged	*** Total ***	606.78		
25610- 1330	74	2/27/2008	25001	YAMABE & HORN ENGINEERING			
	74		33878	PROFESSIONAL SVC JAN 08	17,930.74	JAN 2008	
25610- 1330	74	2/27/2008	Logged	*** Total ***	17,930.74		
25611- 1332	1	2/27/2008	2053	BLUE SHIELD OF CALIFORNIA			
	1		33932	GROUP MEDICAL COVERAGE	22,182.00	030108	
	1		33933	COBRA MEDICAL COVERAGE	587.00	030108	
25611- 1332	1	2/27/2008	Logged	*** Total ***	22,769.00		
25612- 1332	2	2/27/2008	5016	EMPLOYMENT DEVELOPMENT DEPT			
	2		33940	UNEMPLOYMENT REIMB	352.12	94405602 2/08	
25612- 1332	2	2/27/2008	Logged	*** Total ***	352.12		
25613- 1332	3	2/27/2008	8043	HOUNDQUARTER'S, INC.			
	3		33939	ANIMAL CONTROL SHELTER	5,000.00	1556	
25613- 1332	3	2/27/2008	Logged	*** Total ***	5,000.00		
25614- 1332	4	2/27/2008	10981	KAISER FOUNDATION HEALTH PLAN,			
	4		33931	GROUP MEDICAL COVERAGE MAR 200	9,799.00	03012008	
25614- 1332	4	2/27/2008	Logged	*** Total ***	9,799.00		
25615- 1332	5	2/27/2008	11004	KERMAN POLICE OFFICERS ASSOCIA			
	5		33934	*C MEMBERSHIP DUES	436.86	P/E 2/23/08	
25615- 1332	5	2/27/2008	Logged	*** Total ***	436.86		
25616- 1332	6	2/27/2008	13064	MOUNTAIN VALLEY PEST CONTROL			
	6		33841	PEST CONTROL CITY HALL DEC 07	25.00	63802	
	6		33842	PEST CONTROL CTC DEC 08	35.00	63799	
	6		33843	PEST CONTROL CITY YARD DEC 07	25.00	63778	
	6		33844	PEST CONTROL LIONS PARK DEC 07	25.00	63777	
	6		33845	PEST CONTROL POLICE DEPT DEC 0	35.00	63701	
	6		33846	PEST CONTROL SCOUT HUT DEC 07	21.00	63782	

CITIBANK AP

Check-Run	Seq#	Date	Vendor / Obligat'n	Name / Description	Net amount	Invoice number	PO number
	6		33847	PEST CONTROL SEWER PLANT DEC 0	25.00	63781	
	6		33848	PEST CONTROL SR CENTER DEC 07	45.00	63800	
25616- 1332	6	2/27/2008	Logged	*** Total ***	236.00		
25617- 1332	7	2/27/2008		19170 STANDARD INSURANCE			
	7			33937 LONG TERM DISABILITY MAR 2008	1,539.15	MAR 2008	
	7			33938 LIFE INS MAR 2008	554.45	MAR 2008	
25617- 1332	7	2/27/2008	Logged	*** Total ***	2,093.60		
25618- 1332	8	2/27/2008		22038 VISION SERVICE PLAN			
	8			33935 VISION COVERGE MAR 2008	769.40	030108	
	8			33936 COBRA VISION COVERAGE MAR 2008	7.48	030108	
25618- 1332	8	2/27/2008	Logged	*** Total ***	776.88		
25619- 1334	1	2/27/2008		13064 MOUNTAIN VALLEY PEST CONTROL			
	1			33849 PEST CONTROL CITY HALL JAN 08	25.00	64070	
	1			33850 PEST CONTROL CTC JAN 08	35.00	64073	
	1			33851 PEST CONTROL CITY YARD JAN 08	25.00	63801	
	1			33852 PEST CONTROL LIONS PARK JAN 08	25.00	63801	
	1			33853 PEST CONTROL POLICE DEPT JAN 0	35.00	64069	
	1			33854 PEST CONTROL SCOUT HUT JAN 08	21.00	63782	
	1			33855 PEST CONTROL SEWER PLANT JAN 0	25.00	64066	
	1			33856 PEST CONTROL SR CENTER JAN 08	45.00	64071	
25619- 1334	1	2/27/2008	Logged	*** Total ***	236.00		
25620- 1334	2	2/27/2008		0 MARISSA ARREDONDO			
	2			33942 REPLACE VOIDED P/R CHK 14735 6	59.06	P/R 6/07	
25620- 1334	2	2/27/2008	Logged	*** Total ***	59.06		
25621- 1335	1	2/27/2008		10023 J'S CAMPER SHELL COMPANY			
	1			33943 TRUCK BED COVER/FIBERGLASS	983.20	022708	
25621- 1335	1	2/27/2008	Logged	*** Total ***	983.20		
** Total MFP discount **					.00		
** Total MFP amount **					.00		
** Total check discount **					.00		
** Total check amount **					299,248.88		
** Total void discount **					.00		
** Total void amount **					.00		

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

RESOLUTION AUTHORIZING CITY OF KERMAN STREET IMPROVEMENT  
PROJECTS IN ACCORDANCE WITH STATE DEPARTMENT OF FINANCE  
GUIDELINES UNDER PROPOSITION 1B (TRANSPORATION BOND)

WHEREAS, the City of Kerman is eligible for an allocation of \$400,000 in Transportation Funds from the State Department of Finance; and

WHEREAS, the city is required to submit a list of the projects expected to be funded from this allocation to the State Department of Finance (DOF), and

WHEREAS, the proposed schedule for the completion of the projects is Spring / Summer of 2009.

WHEREAS, the estimated useful life of the capital improvement is in excess of 20 years.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF KERMAN that:

1. The projects listed in Exhibit A attached hereto were presented to the Kerman City Council at its February 20, 2008 meeting and are hereby approved as the most useful and economically prudent use of the Proposition 1B funds for street improvements within the City of Kerman, and

2. These projects are hereby included in the City's 5-year Capital Improvement Plan for FY 2008-09

3. Funding amounts shall be included in the FY 08-09 Budget Fund #80 4024 "Street Construction Projects".

The foregoing resolution was adopted at a regular meeting of the City Council of the City of Kerman held on the 5<sup>th</sup> day of March, 2008, and passed at said regular meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST

\_\_\_\_\_  
Trinidad M. Rodriguez, Mayor

\_\_\_\_\_  
L. Renee Holdcroft, City Clerk

## EXHIBIT A

1. Completion of Commerce way Pavement (south side) from 9<sup>th</sup> Street to Vineland and Development of 9<sup>th</sup> Street to 260' south of Commerce Way \$330,000 est.
2. Pavement Improvements on Church Avenue 450' west of Industrial Way To Del Norte Avenue (to be combined with other sources of funding) \$ 70,000 est.

1 RESOLUTION NO. 08-\_\_\_

2 A RESOLUTION OF THE CITY COUNCIL OF THE  
3 CITY OF KERMAN AUTHORIZING EXECUTION OF  
4 AN AGREEMENT FOR WIRELESS MESH NETWORK  
5 FACILITIES LOCATION

6 WHEREAS, KERMAN TELEPHONE COMPANY (“Provider”) proposes to install and  
7 maintain a Wireless Mesh Network to provide Wireless broadband services within the City of  
8 Kerman; and

9 WHEREAS, parties have determined that the public health, safety and well-being require  
10 mutual understanding and agreement for the use of certain City facilities so that Provider may  
11 supply and service wireless broadband internet connections and voice over internet phone to  
12 residential, industrial and a commercial customers within the City and for the operation of other  
13 facilities and devices that will enhance and promote the public safety of the citizens of Kerman;  
14 and

15 NOW, THEREFORE, BE IT RESOLVED by the City Council of the City of Kerman that the  
16 Agreement has been reviewed and it is the City’s desire to contract with the Provider for the  
17 installation and maintenance of a Wireless Mesh Network to provide Wireless broadband services  
18 within the City of Kerman, and the Council hereby authorizes the City Manager to execute the  
19 Agreement in substantially the form attached hereto as Exhibit “A” with such subsequent minor  
20 revisions as may be approved by the City Manager and the City Attorney. The Council further  
21 authorizes and directs the officers and employees of the City to take such further actions,  
22 including, but not limited to the execution of any final or revised versions of the Agreement as may  
23 be necessary or useful to the performance of the Agreement.  
24

25 The foregoing resolution was introduced at a regular meeting of the City Council of the City of  
26 Kerman held on the 5th day of March, 2008, and passed at said meeting by the following vote:

27 AYES:

28 NOES:

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ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

ATTEST:

\_\_\_\_\_  
Trinidad M. Rodriguez, Mayor

\_\_\_\_\_  
L. Renee Holdcroft, City Clerk

**AGREEMENT**  
**BETWEEN THE CITY OF KERMAN AND KERMAN TELEPHONE CO.**  
**FOR WIRELESS MESH NETWORK FACILITIES LOCATION**

THIS AGREEMENT is entered into this \_\_\_\_\_, and shall become effective on \_\_\_\_\_, 2008, between The City of Kerman, a California municipal corporation, hereinafter referred to as "City", and Kerman Telephone Co., a California corporation, hereinafter referred to as "Provider", for the installation and maintenance of a Wireless Mesh Network to provide Wireless broadband services within the City of Kerman.

R E C I T A L S

WHEREAS, the City Council has determined that the public health, safety and well-being require mutual understanding and agreement for the use of certain City facilities so that Provider may supply and service wireless broadband internet connections and voice over internet phone to residential, industrial and commercial customers within the City and for the operation of other facilities and devices that will enhance and promote the public safety of the citizens of the City; and

WHEREAS, City and Provider are mindful of provisions of the laws governing the providing of wireless broadband connections to residential, industrial and commercial customers within the City; and

WHEREAS, Provider has represented and warranted to City that it has the experience, responsibility, and qualifications to arrange the provision of wireless broadband connections to residential, industrial and commercial users within City and the installation and operation of devices that may enhance and promote the public safety and welfare, and the City Council of City determines and finds that the public interest, health, safety and well-being would be best

served if Provider were to make arrangements with residents and other entities to perform these services; and

WHEREAS, it is the desire of the parties that this Agreement supersede and replace all previous Agreements between the parties, including Provider's predecessors in interest, covering the same subjects as are included in this Agreement and those related thereto;

NOW, THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. Term. The term of this Agreement commences on the date of execution hereof by City and extends for a period of one (1) year from the date of execution, and unless either party provide written notice of its intent to terminate this Agreement at least 90 days before the end of the term, the term shall automatically be extended for successive additional one year period. However, either City or Provider in their sole discretion may cancel the Agreement with or without cause 90 days after providing written notice to the other.

2. Use of City Property. It is expressly contemplated by the parties that in setting up and maintaining the Wireless Mesh Network, City hereby grants Provider the right to access and use, and Provider intends to utilize, where possible, existing street light structures or other property owned by City for the placement of Wireless Access Points (hereafter "AP") or other equipment or hardware to serve the Wireless Mesh Network. Provider expressly agrees that such use by Provider shall not interfere with the use of such property by City or lessees or licensees of City, with rights in the property prior to the time of Provider's. Similarly, City agrees that it shall not permit its lessees, licensees, employees, invitees or agents to use such property in a way that interferes with the operations of Provider. Such interference shall be deemed a material breach by the interfering party, who shall, upon written notice from the other, be responsible for terminating said interference. In the event any such interference does not

cease promptly, the parties acknowledge that continuing interference may cause irreparable injury and, therefore, the injured party shall have the right, in addition to any other rights that it may have at law or in equity, to bring an action to enjoin such interference or to terminate this Agreement immediately upon written notice. City shall maintain the right to license the use of such property to other potential users, subject to the non-interference provisions of this Section.

3. Obligations of Provider. Provider promises and agrees to perform the responsibilities and duties set forth herein and to be bound by all of the requirements of this Agreement. Provider shall:

a. Provider shall pay to City the fees and charges as specified in and in accordance with the terms and conditions of APPENDIX 1 annexed hereto and, in addition, shall pay any and all federal, state or local taxes assessed as a direct result of the attachment or maintenance of Providers Facilities on City street lights or other property in accordance with this Agreement.

b. cooperate with the City to develop related and cost effective applications for City use of the Wireless Mesh Network, including, but not limited to, remote meter reading, traffic monitoring, the operation of remote cameras, data sensors, and similar devices;

c. be responsible for the coordination of its construction, maintenance and operations activities with the California Department of Transportation, Pacific Gas and Electric, and other regulatory, governmental or utility agencies, and Provider shall be responsible for all costs, charges or fees related to its Wireless Mesh Network facilities;

d. at Provider's cost, relocate, replace, or remediate any of its facilities at the written request of City in order to accommodate the reasonable relocation, reasonable changes in use, or replacement of City facilities, or to abate a public nuisance;

e. adopt and utilize technology that provides for the safety of the public health and personal privacy, including, but not limited to, privacy and security safeguards against the

unauthorized sharing of personal information with third parties, or the unnecessary retention of information regarding system users.

f. Once a wireless mesh network is established, at a 10% discount under private party, normal rates, wireless broadband internet connections for all City employees for their use in connection with the performance of their duties for the City. This provision cannot conflict with any existing regulations or laws. This “discount” would be in addition to any rates normally available to public service agencies.

4. Area of Service. The Service Area shall be the corporate limits of City, and such additional areas as may hereafter be added by reason of annexation. When feasible, the Provider agrees that it shall expand the area served by its Wireless Mesh Network to include areas that may later be annexed into City.

5. Non-Discrimination. Provider shall offer wireless broadband connectivity to the Internet and related services to any member of the public (hereafter, singly or collectively, “user” or “users” within the Service Area without discrimination on any unlawful basis. Provider may require that its users enter into a subscription agreement for the payment of user fees.

6. Indemnification. Provider hereby agrees to save, indemnify, hold harmless and, at City’s request, defend City, its officers, agents, and employees, and each council member of City, from and against all expenses, demands, liabilities, claims, costs (including but not limited to court costs and attorney’s fees), or damages of any nature whatsoever occurring or resulting to City, including, but not limited to, an award of attorney’s fees and costs in connection with, or arising out of Provider’s breach of this Agreement.

7. (Reserved for Future Use)

8. User Complaints. Provider shall develop and implement a policy and procedure for responding to and recording user complaints, including dispute resolution. The policy shall include access to a toll-free phone number that will provide timely responses to complaints or requests for technical support and assistance on a 24-hour per day, seven-day per week basis. The policy and procedure shall be subject to the approval of the City Manager.

9. Possessory Interest. In addition to accepting responsibility for all costs, fees or charges relating to the Wireless Mesh Network and its construction, maintenance and operation, Provider acknowledges that the granting of a right to use City facilities pursuant to this Agreement may create an interest subject to property taxation pursuant to California Revenue and Taxation Code section 107 et seq. Provider shall be solely responsible for payment of any such taxes.

10. Compliance with Federal, State and Local Laws. Provider shall be responsible for compliance with all applicable laws, rules and regulations that are now in effect or may be promulgated or amended from time to time by the Government of the United States, the State of California, the County of Fresno, the City and any other agency now authorized or which may be authorized in the future to regulate the services to be performed herein regarding the providing of Wireless broadband services and related services. In particular and without limitation of the foregoing obligations Provider warrants that it will comply with all applicable laws in effect during the term of this Agreement. Provider shall comply with all final and binding judgments entered against Provider regarding its services performed under this Agreement.

The parties acknowledge that wireless broadband service is a relatively new and rapidly changing industry. If legislation or other law or regulation makes it impossible for the parties to

continue the substantial performance of their respective duties, the parties agree to negotiate in good faith for a legally permissible and commercially reasonable modification of this Agreement as an alternative to termination of this Agreement.

11. Insurance.

A. Workers' Compensation Insurance. Provider shall obtain and maintain in full force and effect throughout the entire term of this Agreement full workers' compensation insurance in accordance with the provisions and requirements of the Labor Code of the State of California. Policy endorsements that implement the required coverage shall be filed and maintained with the City Manager throughout the term of this Agreement.

B. Public Liability and Property Damage Insurance. Provider shall take out and maintain during the life of this agreement such public liability and property damage insurance as shall protect City, its elective and appointive boards, officers and agents and employees, Provider and any of Provider's employees performing work covered by this Agreement, from claims for personal injury, including death, as well as from claims for property damage which may arise from Provider's operations under this Agreement, whether such operations be by Provider or by anyone directly or indirectly employed by Provider, and the amounts of insurance shall be as follows:

Public Liability. In the amount not less than \$1,000,000 for injuries, including but not limited to, death to any person, and subject to the same liability for each person, in an amount of not less than \$3,000,000 on account of any one occurrence.

Property Damage. In an amount not less than \$300,000 for damage to the property of each person on account of one occurrence.

C. Proof of Insurance. Provider shall furnish City, concurrently with the execution hereof, with satisfactory proof of carriage of the insurance required and adequate legal assurance that each carrier will give City at least ten day's prior written notice of the cancellation of any policy during the effective period of this agreement.

12. Nonliability of City Officials. No member of the City Council or the City Manager, the Public Works Director or any other official or authorized assistant, employee or agent of City shall be personally responsible for any damages or liability resulting from the performance or non-performance of any act or omission by Provider, its employees, agents, officers or advisers pursuant to the Agreement, without regard to whether such acts or omissions were negligent, intentional or willful.

13. Attorney's Fees. In the event that any party hereto institutes an action or proceeding for a declaration of the rights of the parties under this Agreement, for injunctive relief, or for an alleged breach or default of, or any other action arising out of, this Agreement, or the transactions contemplated hereby, or in the event any party is in default of its obligations hereunder, whether or not suit is filed or prosecuted to final judgment, the non-defaulting party or prevailing party shall be entitled to reasonable attorney's fees and to any court costs incurred, in addition to any other damages or relief awarded.

14. Notice Provisions. All notices required or permitted to be given under this Agreement shall be in writing and shall be personally delivered or sent by telecopier or United States certified mail, postage prepaid, return receipt requested, addressed as follows:

To  
City Manager  
City of Kerman  
850 South Madera Avenue  
Kerman, CA 93630

To Provider:           General Manager  
                              Kerman Telephone Company  
                              811 South Madera Avenue  
                              Kerman, CA 93630

or to such other address as either party may from time to time designate by notice to the other given in accordance with this Section. Notice shall be deemed effective on the date personally served or sent by telecopier or, if mailed, three (3) business days from the date such notice is deposited in the United States mail.

15.    General Provisions.

A.    Force Majeure. Provider shall not be in default under this Agreement in the event that the services of Provider are temporarily interrupted or discontinued for any of the following reasons: riots, wars, sabotage, civil disturbances, insurrection, explosion, natural disasters such as floods, earthquakes, landslides and fires, or other catastrophic events which are beyond the reasonable control of Provider. Events of force majeure and "other catastrophic events" do not include labor disturbances, the financial inability of the Provider to perform each and every obligation of Provider or failure of the Provider to obtain any necessary permits or licenses from other governmental agencies or Provider's inability to obtain or maintain the right to use the facilities of any public utility where such failure is due solely to the acts or omissions of the Provider.

B.    Independent Contractor. Provider is an independent contractor and not an officer, agent, servant or employee of City. Provider is solely responsible for the acts and omissions of its officers, agents, employees, Provider and subcontractors, if any. Nothing in this Agreement shall be construed as creating a partnership or joint venture between City and

Provider. Neither Provider nor its officers, employees, agents subcontractors shall obtain any rights to retirement or other benefits that accrue to City employees.

C. Property Damage. Any physical damage caused by the negligent or willful acts or omissions of Provider, the employees or subcontractors of Provider to private or public property shall be promptly repaired or replaced by Provider, at Provider's sole expense.

D. Law to Govern; Venue. The law of the State of California shall govern this Agreement. In the event of litigation between the parties, venue in state trial courts shall lie exclusively in the County of Fresno.

E. Fees and Gratuities. Provider shall not, nor shall it permit any agent, employee or subcontractor employed by it to, request, solicit, demand or accept, either directly or indirectly, any compensation or gratuity for the services otherwise required to be performed by Provider under this Agreement.

F. Amendment or Modification. This Agreement may be amended or modified upon and only by written agreement of the parties hereto. The parties agree to meet and confer in good faith if amendments or modifications are proposed.

G. Savings Clause and Entirety. If any non-material provision of this Agreement shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such provision shall not affect the validity and enforceability of any of the remaining provisions of this Agreement.

H. Waiver. The waiver by either party of any breach or violation of any provisions of this Agreement shall not be deemed to be a waiver of any breach or violation of any other provision nor of any subsequent breach or violation of the same or any other provision. The acceptance of any monies that become due hereunder shall not be deemed to be a waiver of

any pre-existing or concurrent breach or violation by the other party of any provision of this Agreement.

I. Survival of Obligations. Obligations of this Agreement which embody continuing obligations shall survive the termination or expiration of this Agreement.

J. New Agreement. Upon the effective date of this Agreement, all other Agreements between the parties for the provisions of wireless internet communications and related services within City are superseded.

K. Entire Agreement. This Agreement represents the full and entire agreement between the parties hereto with respect to the matters covered herein.

L. Binding on Successors. The terms of this Agreement are binding upon the respective successors and assigns of the parties.

M. Limitation upon Assignment or other Transfer. Provider acknowledges this Agreement involves the use of City property, and agrees that no sale, assignment or transfer of the facilities or duties related to this Agreement shall be binding upon City without City's written consent.

N. Attorneys' Fees. Should any action or proceeding be commenced between the parties concerning any provision of this Agreement, or the rights and duties of any party in relation thereto, the prevailing party shall be entitled, in addition to such other relief as may be granted, to recover from the losing party all costs and expenses, including reasonable attorneys' fees, incurred by such prevailing party in such action or proceeding and in any appeal in connection therewith, and if such prevailing party recovers a judgment in any such action, proceeding or appeal, such costs, expenses and attorneys' fees shall be determined by the court

or arbitration panel handling the proceeding and shall be included in and as a part of such judgment.

WITNESS the execution of this Agreement on the day and year first written above.

**KERMAN TELEPHONE CO.**

By: \_\_\_\_\_  
General Manager

Attest:

**CITY OF KERMAN**

\_\_\_\_\_  
Renee Holdcroft, City Clerk

By: \_\_\_\_\_  
Trinidad Rodriguez, Mayor

Approved as to form:

By: \_\_\_\_\_  
City Manager

\_\_\_\_\_  
Mark A. Blum, City Attorney

APPENDIX 1  
SCHEDULE OF FEES AND CHARGES

SECTION 1 RATES FOR STANDARD POLE ATTACHMENT

1.1 RATE

Provider shall pay City for attachments made to street light structures and other property owned by the City under this Agreement as an annual rental rate per pole of:

Street light structures	\$ _____
Other Property	\$ _____

1.2 TERMS OF PAYMENT

Said rental shall be payable semi-annually on or about the first day of August 2008 and February 2009 and payable within thirty days until this Agreement is terminated. Semi-annual rental payments shall be based on the number of poles on which Provider has attachments on the first day of the month in which said rentals are payable. Failure to pay such fees within (30) days after presentment of the bill therefore are on the specified payment date, whichever is later, shall constitute a default under this Agreement.

1.3 PHYSICAL INVENTORY

Provider shall maintain an inventory of the total number of City street light structures and other property occupied by Provider based upon the cumulative number of attachments. City may, at its option, conduct a physical inventory of Providers attachments under this Section.

KERMAN TELEPHONE CO.

CITY OF KERMAN

Print Name: \_\_\_\_\_

Print Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

## City Hall Expansion Project Progress Report

March 5, 2008

Bond Proceeds for City Hall Expansion Project (CHEP) -	\$2,400,000
<b>BVI Bid for Base Project (excludes South Wing Interior Improv's) -</b>	<b>\$2,245,000</b>
SIM Architects 6% of Project Cost -	<u>\$134,700</u>
Subtotal	\$2,379,700
Existing Roof Repair -	13,000
Asbestos Inspection -	2,500
Potential Asbestos Removal (rough estimate)	25,000
PD Tower Relocation (rough est.)	10,000
Total Estimate to Date	\$2,430,200

Attached is a calendar of tasks that will need to be completed in order for City Hall staff to move into the Planning Building on March 6<sup>th</sup> and 7<sup>th</sup>.

City Hall staff will occupy the recently purchase building for the 6/7 month expansion/remodel City Hall project. When the City Hall and the new Council Chambers are ready to occupy; the Building/Code Enforcement staff will move from public works and be housed with the Planning staff. This Dept of Planning & Development Services will have a "One Stop Shop" at 942 S. Madera Ave. for all planning, development and building issues.

The Public Works Department and Ken Moore have been extremely helpful to get the Planning & Development Services Offices Building to the point that it is at. We have also been very fortunate to locate and work with all of the subcontractors that are involved in preparing the Bruno Building for the temporary use of City Hall staff and permanent use of the Planning and Development Services Department. Building Division staff from Planning & Dev Services has also played an integral role in this process.

We are very happy with the progress that we are making and have made to this point, as well as the prices that we are getting on this project! However, SIM Architects should have provided more and earlier information regarding the potential need to have an Asbestos Report done prior to the demolition work that is being done now. So, the demolition crew was pulled off on Wednesday, February 27, 2008 and waiting until the results of the Asbestos Report are known and asbestos and lead (if any) are removed by certified Asbestos Busters. This could delay the project up to a month. BVI does not plan to charge us for this delay, as long as we allow them equal time at the end of the project.

A special thanks to Kerman Telephone, KerTel, RealTime, LTL Construction, DM Acoustics, BVI and to some extent to SIM Architects for all jumping so quickly to complete the tasks at hand and enable us to complete the Planning & Dev Services Offices Building Improvements in less than one month.

Project Calendar attached

# CITY HALL EXPANSION PROJECT CALENDAR

MONDAY

TUESDAY

WEDNESDAY

THURSDAY

FRIDAY

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
January 7, 2008 Tim Bill Ken Phil Doug Renee Luis	January 1, 2008 Tim Bill Ken Phil Doug Renee Luis	January 2, 2008 Tim Bill Ken Phil Doug Renee Luis	January 3, 2008 Tim Bill Ken Phil Doug Renee Luis	January 4, 2008 Tim Bill Ken Phil Doug Renee Luis
January 14, 2008 Tim Bill Ken Phil Doug Renee Luis	January 8, 2008 Tim Bill Ken Phil Doug Renee Luis	January 9, 2008 Tim Bill Ken Phil Doug Renee Luis	January 10, 2008 Tim Bill Ken Phil Doug Renee Luis	January 11, 2008 Tim Bill Ken Phil Doug Renee Luis
January 21, 2008 Tim Bill Ken Phil Doug Renee Luis	January 15, 2008 Tim Bill Ken Phil Doug Renee Luis	January 16, 2008 Tim Bill Ken Phil Doug Renee Luis	January 17, 2008 Tim Bill Ken Phil Doug Renee Luis	January 18, 2008 Tim Bill Ken Phil Doug Renee Luis
January 28, 2008 Tim Bill Ken Phil Doug Renee Luis	January 22, 2008 Tim Bill Ken Phil Doug Renee Luis	January 23, 2008 Tim Bill Ken Phil Doug Renee Luis	January 24, 2008 Tim Bill Ken Phil Doug Renee Luis	January 25, 2008 Tim Bill Ken Phil Doug Renee Luis





MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Tim Bill Ken Phil Doug Renee Luis  April 7, 2008	Tim Bill Ken Phil Doug Renee Luis  April 1, 2008	Tim Bill Ken Phil Doug Renee Luis  April 2, 2008	Tim Bill Ken Phil Doug Renee Luis  April 3, 2008	Tim Bill Ken Phil Doug Renee Luis  April 4, 2008
Tim Bill Ken Phil Doug Renee Luis  April 14, 2008	Tim Bill Ken Phil Doug Renee Luis  April 8, 2008	Tim Bill Ken Phil Doug Renee Luis  April 9, 2008	Tim Bill Ken Phil Doug Renee Luis  April 10, 2008	Tim Bill Ken Phil Doug Renee Luis  April 11, 2008
Tim Bill Ken Phil Doug Renee Luis  April 21, 2008	Tim Bill Ken Phil Doug Renee Luis  April 15, 2008	Tim Bill Ken Phil Doug Renee Luis  April 16, 2008	Tim Bill Ken Phil Doug Renee Luis  April 17, 2008	Tim Bill Ken Phil Doug Renee Luis  April 18, 2008
Tim Bill Ken Phil Doug Renee Luis  April 28, 2008	Tim Bill Ken Phil Doug Renee Luis  April 22, 2008	Tim Bill Ken Phil Doug Renee Luis  April 23, 2008	Tim Bill Ken Phil Doug Renee Luis  April 24, 2008	Tim Bill Ken Phil Doug Renee Luis  April 25, 2008
Tim Bill Ken Phil Doug Renee Luis  April 29, 2008	Tim Bill Ken Phil Doug Renee Luis  April 29, 2008	Tim Bill Ken Phil Doug Renee Luis  April 30, 2008	Tim Bill Ken Phil Doug Renee Luis  April 30, 2008	Tim Bill Ken Phil Doug Renee Luis  April 30, 2008

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
May 5, 2008 Tim Bill Ken Phil Doug Renee Luis	May 6, 2008 Tim Bill Ken Phil Doug Renee Luis	May 7, 2008 Tim Bill Ken Phil Doug Renee Luis	May 1, 2008 Tim Bill Ken Phil Doug Renee Luis	May 2, 2008 Tim Bill Ken Phil Doug Renee Luis
May 12, 2008 Tim Bill Ken Phil Doug Renee Luis	May 13, 2008 Tim Bill Ken Phil Doug Renee Luis	May 14, 2008 Tim Bill Ken Phil Doug Renee Luis	May 8, 2008 Tim Bill Ken Phil Doug Renee Luis	May 9, 2008 Tim Bill Ken Phil Doug Renee Luis
May 19, 2008 Tim Bill Ken Phil Doug Renee Luis	May 20, 2008 Tim Bill Ken Phil Doug Renee Luis	May 21, 2008 Tim Bill Ken Phil Doug Renee Luis	May 15, 2008 Tim Bill Ken Phil Doug Renee Luis	May 16, 2008 Tim Bill Ken Phil Doug Renee Luis
May 26, 2008 Tim Bill Ken Phil Doug Renee Luis	May 27, 2008 Tim Bill Ken Phil Doug Renee Luis	May 28, 2008 Tim Bill Ken Phil Doug Renee Luis	May 22, 2008 Tim Bill Ken Phil Doug Renee Luis	May 23, 2008 Tim Bill Ken Phil Doug Renee Luis
May 5, 2008 Tim Bill Ken Phil Doug Renee Luis	May 6, 2008 Tim Bill Ken Phil Doug Renee Luis	May 7, 2008 Tim Bill Ken Phil Doug Renee Luis	May 1, 2008 Tim Bill Ken Phil Doug Renee Luis	May 2, 2008 Tim Bill Ken Phil Doug Renee Luis

MONDAY June 2, 2008	TUESDAY June 3, 2008	WEDNESDAY June 4, 2008	THURSDAY June 5, 2008	FRIDAY June 6, 2008
Tim Bill Ken Phil Doug Renee Luis	- - - - - - -	- - - - - - -	- - - - - - -	- - - - - - -
June 9, 2008	June 10, 2008	June 11, 2008	June 12, 2008	June 13, 2008
Tim Bill Ken Phil Doug Renee Luis	- - - - - - -	- - - - - - -	- - - - - - -	- - - - - - -
June 16, 2008	June 17, 2008	June 18, 2008	June 19, 2008	June 20, 2008
Tim Bill Ken Phil Doug Renee Luis	- - - - - - -	- - - - - - -	- - - - - - -	- - - - - - -
June 23, 2008	June 24, 2008	June 25, 2008	June 26, 2008	June 27, 2008
Tim Bill Ken Phil Doug Renee Luis	- - - - - - -	- - - - - - -	- - - - - - -	- - - - - - -
June 30, 2008				
Tim Bill Ken Phil Doug Renee Luis	- - - - - - -	- - - - - - -	- - - - - - -	- - - - - - -

MONDAY	TUESDAY	WEDNESDAY	THURSDAY	FRIDAY
Tim Bill Ken Phil Doug Renee Luis	July 1, 2008 . . . . . .	July 2, 2008 . . . . . .	July 3, 2008 . . . . . .	July 4, 2008 . . . . . .
July 7, 2008 Tim Bill Ken Phil Doug Renee Luis	July 8, 2008 . . . . . .	July 9, 2008 . . . . . .	July 10, 2008 . . . . . .	July 11, 2008 . . . . . .
July 14, 2008 Tim Bill Ken Phil Doug Renee Luis	July 15, 2008 . . . . . .	July 16, 2008 . . . . . .	July 17, 2008 . . . . . .	July 18, 2008 . . . . . .
July 21, 2008 Tim Bill Ken Phil Doug Renee Luis	July 22, 2008 . . . . . .	July 23, 2008 . . . . . .	July 24, 2008 . . . . . .	July 25, 2008 . . . . . .
July 28, 2008 Tim Bill Ken Phil Doug Renee Luis	July 29, 2008 . . . . . .	July 30, 2008 . . . . . .		