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**AGENDA**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
Kerman City Hall  
850 S. Madera Avenue  
Wednesday, May 25, 2022  
6:00 PM

Mayor  
Gary Yep  
Mayor Pro Tem  
Ismael Herrera  
Council Members  
Jennifer Coleman  
Kevin Nehring  
Bill Nijjer

The Council Chamber will be open to the public.

This meeting will also be available for public viewing and participation through Zoom.

The zoom link and telephone number listed below will provide access to the City Council meeting.

Zoom link: [Kerman City Council Meeting](#), Telephone number: (669) 900-6833

Meeting ID: 815 480 4966, Password: 93630

Public comment accepted in person, via Zoom, and by email at: [publicmeeting@cityofkerman.org](mailto:publicmeeting@cityofkerman.org)

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#### OPENING CEREMONIES

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

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

- Pledge of Allegiance – City Clerk

#### AGENDA APPROVAL/ADDITIONS/DELETIONS

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

#### 1. PRESENTATIONS/CEREMONIAL MATTERS

- A. Recognition of Ruben Gonzales for 47 Years of Service (MB)
- B. Presentation of 2022 San Joaquin Valley Blueprint Award for Kerman 2040 General Plan and EIR (JAJ)

## REQUEST TO ADDRESS COUNCIL

*This portion of the meeting is reserved for members of the public to address the Council on items of interest that are not on the Agenda and are within the subject matter jurisdiction of the Council. Speakers shall be limited to three minutes. It is requested that no comments be made during this period on items on the Agenda. Members of the public wishing to address the Council on items on the Agenda should notify the Mayor when that Agenda item is called, and the Mayor will recognize your discussion at that time. It should be noted that the Council is prohibited by law from taking any action on matters discussed that are not on the Agenda. Speakers are asked to please use the microphone, and provide their name and address.*

### 2. CONSENT CALENDAR

*Matters listed under the Consent Calendar are considered routine and will be enacted by one motion and one vote. There will be no separate discussion of these items. If discussion is desired, a member of the audience or a Council Member may request an item be removed from the Consent Calendar and it will be considered separately.*

#### A. SUBJECT: Minutes

RECOMMENDATION: Council approve minutes as presented.

ATTACHMENTS: [May 11, 2022](#)

#### B. SUBJECT: Payroll

Report: 04/17/22 - 05/02/22: \$173,336.84; Overtime: \$8,069.15; Standby: \$1,341.49;  
Comp Time Earned: 48.75

RECOMMENDATION: Council approve payroll as presented.

ATTACHMENTS: [Payroll Report](#)

#### C. SUBJECT: Warrants

1. Nos. 24146-24184 \$408,014.58 ACH \$84,754.71
2. Excepting Nos. 24158 \$122.00, 24159 21,342.92 Fresno County Sheriff's Office/Fresno County Treasurer

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

ATTACHMENTS: [Accounts Payable](#)

D. SUBJECT: Monthly Investment Report Ending April 30, 2022 (JA)

RECOMMENDATION: Council accept the Monthly Investment Report as presented

ATTACHMENTS: [Monthly Investment Report](#)

E. SUBJECT: Approval of Deferred Receipt of Residual CDBG Funding Allocation (JAJ)

RECOMMENDATION: Council by motion approve deferred receipt of residual Fiscal Year 2022/2023 Community Development Block Grant program funds in the amount of approximately \$16,000 for allocation in Fiscal Year 2023/2024.

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

3. PUBLIC HEARINGS

None

4. DEPARTMENT REPORTS

A. SUBJECT: Resolution Approving Surface Water Supply Agreement Between Fresno Irrigation District (JJ)

RECOMMENDATION: Council by motion adopt resolution approving the Surface Water Supply Agreement Between Fresno Irrigation District.

ATTACHMENTS: [Staff Report - FID Agreement](#)

5. CITY MANAGER/STAFF COMMUNICATIONS

6. MAYOR/COUNCIL REPORTS

7. CLOSED SESSION

None

8. ADJOURNMENT

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

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

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AGENDA POSTING CERTIFICATION

I, Marci Reyes, City Clerk for the City of Kerman, do hereby declare under penalty of perjury that I caused the above agenda to be posted at City of Kerman Council Chambers at 850 S. Madera Ave., Kerman, CA 93630 and on the City website at [www.cityofkerman.org](http://www.cityofkerman.org).

Date: May 20, 2022

/s/ Marci Reyes, City Clerk



**MINUTES**  
**KERMAN CITY COUNCIL**  
**REGULAR MEETING**  
**Kerman City Hall**  
**850 S. Madera Avenue**  
**Wednesday, May 11, 2022**  
**6:00 PM**

Mayor  
 Gary Yep  
 Mayor Pro Tem  
 Ismael Herrera  
 Council Members  
 Jennifer Coleman  
 Kevin Nehring  
 Bill Nijjer

Present: Mayor Yep (GY), Mayor Pro Tem Ismael Herrera (IH), Jennifer Coleman (JC),  
 Zoom: Bill Nijjer (BN)  
 Absent: Kevin Nehring (KN)  
 Also Present: City Manager Jansons, City Attorney Cantú Montoy, Chief of Police, Community Services Director, Interim Finance Director, Public Works Director, City Engineer, Community Development Director

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

**OPENING CEREMONIES**

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

6:03 p.m.

All present except BN/KN

City Clerk

Performed

**AGENDA APPROVAL/ADDITIONS/DELETIONS**

Approved IH/JC  
 (3-0-2) BN/KN

**1. PRESENTATIONS/CEREMONIAL MATTERS**

- A. National Police Week (JG)
- B. National Public Works Week (JAJ)

Presented

Presented

6:06 BN arrived

Candie Caro  
 Michael Pina  
 Vincent Mendes  
 Nicole Valen  
 Eloy Coronado

**REQUEST TO ADDRESS COUNCIL**

**2. CONSENT CALENDAR**

Approved IH/JC (4-0-1) KN

- A. SUBJECT: Minutes

RECOMMENDATION: Council approve minutes as presented.

B. SUBJECT: Payroll

04/03/22 - 04/16/22: \$184,599.32; Retro Pay & Other: \$438.74; OT: \$8,026.41; Standby: \$1,377.97; Comp Time Earned: 28.50

RECOMMENDATION: Council approve payroll as presented.

C. SUBJECT: Warrants

1. Nos. 24000-24145 \$511,960.88 ACH \$86,445.70

2. Excepting Nos. 24022 \$20,182.24, 24072 \$122.00, 24120 \$3,672.92 Fresno County Treasurer/Fresno County Sheriff/Nehring

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

D. SUBJECT: Remote City Council Meetings Under New Brown Act Requirements (AB 361)

RECOMMENDATION: Council by motion adopt resolution reauthorizing remote teleconference public meetings by the City Council and all boards, commissions, and standing committees of the City in accordance with Assembly Bill 361.

Res 22-29

E. SUBJECT: Resolution Initiating Proceedings for the Annual Levy of Assessments for Landscape and Lighting District No. 1 (JJ)

RECOMMENDATION: Council by motion adopt resolution to initiate proceedings for the annual levy of assessments for Landscape and Lighting District No. 1 and authorize the City Engineer to file his annual report.

Res 22-30

F. SUBJECT: Resolution Approving Updated Personnel Rules and Regulations (JJ)

RECOMMENDATION: Council by motion adopt resolution approving amendment to Section 3.6 of the Personnel Rules and Regulations (Employee Handbook) relating to probationary period of new employees.

Res 22-31

G. SUBJECT: Resolution Approving Agreement with Family Healing Center (JG)

RECOMMENDATION: Council by motion adopt resolution approving Agreement with Family Healing Center.

Res 22-32

H. <u>SUBJECT</u> : Resolution Accepting Kearney Boulevard Rehabilitation, Federal Project No. STPCML-5291(028) (JJ)	
<u>RECOMMENDATION</u> : Council by motion adopt resolution accepting the Kearney Boulevard Rehabilitation, Federal Project No. STPCML-5291(028) and authorize the City Engineer to record the Notice of Completion.	Res 22-33
3. PUBLIC HEARINGS	None
4. DEPARTMENT REPORTS	
A. <u>SUBJECT</u> : Draft Design Concepts for Gateway Welcome Monument Feature for Madera (CA 145) Jensen Round-About (JAJ)	Presented
<u>RECOMMENDATION</u> : Council Receive Presentation by Staff and Cal Trans on Draft Design Concepts for Gateway Welcome Feature for Madera (CA 145) Jensen Round-About and Provide Direction on Welcome Monument Feature, with possible direction to Staff.	
B. <u>SUBJECT</u> : Local Early Action Planning Grant for Accessory Dwelling Units Standard Plans	Presented
<u>RECOMMENDATION</u> : Informational only.	
5. CITY MANAGER/STAFF COMMUNICATIONS	
6. MAYOR/COUNCIL REPORTS	
7. CLOSED SESSION	None
8. ADJOURNMENT	7:56 p.m.

MINUTES CERTIFICATION

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

Date: May 12, 2022

Marci Reyes  
City Clerk



# CITY OF KERMAN PAYROLL REPORT

PAY PERIOD: April 17, 2022 - May 02, 2022

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
<b>ADMINISTRATION</b>										
Alvarez, Josefina	\$ 3,572.18	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,572.18	-
Camacho, Josie	\$ 410.76	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 410.76	-
Cheema, Akayla	\$ 2,085.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,085.23	-
Gonzalez, Diana	\$ 3,468.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,468.50	-
Jansons, John	\$ 6,360.58	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 6,360.58	-
Linares, Vanessa	\$ 1,458.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,458.62	-
Lopez, Jacqueline	\$ 2,062.49	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,062.49	-
Mendoza Hernandez, Ariana	\$ 1,709.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,709.69	-
Mendoza, Gabriela	\$ 1,879.91	\$ -	4.00	\$ 137.24	-	\$ -	-	\$ -	\$ 2,017.15	-
Reyes, Marcia	\$ 3,494.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,494.77	-
<b>TOTAL</b>	<b>\$ 26,502.73</b>	<b>\$ -</b>	<b>4.00</b>	<b>\$ 137.24</b>	<b>-</b>	<b>\$ -</b>	<b>-</b>	<b>\$ -</b>	<b>\$ 26,639.97</b>	<b>-</b>
<b>REC/SOCIAL</b>										
Aguilar, Corina	\$ 33.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 33.75	-
Brueggemann, Jakob	\$ 97.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 97.50	-
Burdine-Slaven, Jeanna	\$ 2,193.69	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,193.69	-
Escamilla, Paloma	\$ 30.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 30.00	-
Flores, Haley	\$ 1,027.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,027.50	-
Garcia, Anthony	\$ 1,337.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,337.08	-
Guizar, Jesus	\$ 7.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 7.50	-
Hurlbert, Ronald	\$ 390.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 390.00	-
Jauriqui, Jose	\$ 560.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 560.00	-
Johnson, Theresa	\$ 3,186.62	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,186.62	-
Kobzeff, Julia	\$ 120.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 120.00	-
Lujan, Vanessa	\$ 442.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 442.00	-
Martinez, Aylah	\$ 633.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 633.75	-
Martinez, Jeness	\$ 570.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 570.00	-
Montalvo, Eric	\$ 510.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 510.00	-
Negrete, Dean	\$ 1,474.15	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,474.15	-
Reyes, Madison	\$ 495.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 495.00	-
Ruiz, Rosalba	\$ 576.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 576.00	-
Salvador, Mark	\$ 2,851.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,851.48	-
Sidhu, Nirmal	\$ 2,004.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,004.85	-
Silva, Jessica	\$ 412.50	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 412.50	-
Tapia, Emily	\$ 669.75	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 669.75	-
Villarreal, Arlene	\$ 2,129.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,129.08	-
<b>TOTAL</b>	<b>\$ 21,752.20</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 21,752.20</b>	<b>-</b>
<b>POLICE</b>										
Antuna, Miguel	\$ 2,647.83	\$ -	26.50	\$ 1,252.99	-	\$ -	5.50	\$ 43.34	\$ 3,944.16	-
Barbosa, Isaias	\$ 2,770.90	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,770.90	-
Barcoma, Wilbert	\$ 3,969.65	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,969.65	-
Barra, Brenden	\$ 1,892.04	\$ -	1.00	\$ 32.67	-	\$ -	-	\$ -	\$ 1,924.71	-
Belding, Jeff	\$ 3,491.63	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,491.63	-
Buchholz, Joshua	\$ 1,920.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,920.92	3.00
Castro, Jaclynn	\$ 1,983.42	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,983.42	7.50
Chapman, Tom	\$ 3,353.38	\$ -	12.00	\$ 705.19	-	\$ -	-	\$ -	\$ 4,058.57	-
Clark, Patrick	\$ 2,159.89	\$ -	14.00	\$ 539.97	-	\$ -	-	\$ -	\$ 2,699.86	-
Coronado, Krystal	\$ 1,875.28	\$ -	1.00	\$ 22.32	-	\$ -	-	\$ -	\$ 1,897.60	-
Corrales, Edith	\$ 576.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 576.00	-
Cubillos, Theresa	\$ 2,696.86	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,696.86	3.75
Davis, Jeff	\$ 3,547.25	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,547.25	-
El-Helou, Erika	\$ 2,881.95	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,881.95	-
Gallegos, Eric	\$ 2,293.17	\$ -	12.00	\$ 486.04	-	\$ -	5.50	\$ 37.13	\$ 2,816.33	4.50
Godfrey, Kyle	\$ 1,583.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,583.13	-
Golden, John	\$ 4,769.84	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 4,769.84	-
Gutierrez, Gloria	\$ 1,335.63	\$ -	5.95	\$ 147.34	-	\$ -	-	\$ -	\$ 1,482.97	-
Inthasone, Bryant	\$ 1,829.54	\$ -	12.00	\$ 392.04	-	\$ -	-	\$ -	\$ 2,221.58	-
Leonard, Thomas	\$ 1,829.54	\$ -	10.81	\$ 453.25	-	\$ -	-	\$ -	\$ 2,282.78	5.25
Levandusky, James	\$ 2,285.92	\$ -	8.00	\$ 317.63	-	\$ -	-	\$ -	\$ 2,603.55	-

# CITY OF KERMAN PAYROLL REPORT

**PAY PERIOD: April 17, 2022 - May 02, 2022**

EMPLOYEE	SALARY	RETRO PAY & Other	OVERTIME		HOLIDAY at 1/2 TIME		STANDBY		GROSS SALARY	COMP TIME EARNED
			HOURS	AMOUNT	HOURS	AMOUNT	HOURS	AMOUNT		
Lopez, Matt	\$ 425.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 425.00	-
Lozano, Daniel	\$ 1,370.03	\$ -	4.50	\$ 111.32	-	\$ -	-	\$ -	\$ 1,481.35	8.25
Lozano, Patricia	\$ 1,226.77	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,226.77	9.00
Mendoza, Sandra	\$ 2,930.26	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,930.26	-
Molina, Jesus	\$ 2,248.42	\$ -	12.00	\$ 476.45	-	\$ -	-	\$ -	\$ 2,724.86	7.50
Nelson, Christopher J	\$ 3,529.13	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,529.13	-
Olague, Guadalupe	\$ 1,920.92	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,920.92	-
Quintanilla, Rodolfo	\$ 1,937.78	\$ -	12.00	\$ 401.85	-	\$ -	-	\$ -	\$ 2,339.62	-
Rodrigues, Mary	\$ 2,203.12	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,203.12	-
Schmidt, Lee	\$ 1,983.42	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,983.42	-
Seroka, Dylan	\$ 2,710.33	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,710.33	-
Torres, Karina	\$ 1,498.26	\$ -	9.00	\$ 252.83	-	\$ -	-	\$ -	\$ 1,751.10	-
<b>TOTAL:</b>	<b>\$ 75,677.17</b>	<b>\$ -</b>	<b>140.76</b>	<b>\$ 5,591.88</b>	<b>-</b>	<b>\$ -</b>	<b>11.00</b>	<b>\$ 80.47</b>	<b>\$ 81,349.52</b>	<b>48.75</b>

**PUBLIC WORKS**

Arrellano, Antonio	\$ 1,675.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,675.54	-
Barajas, Michael	\$ 3,412.78	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,412.78	-
Camacho, Armando	\$ 1,598.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,598.00	-
Castro, Joseph	\$ 2,749.71	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,749.71	-
Cervantes, Pedro	\$ 1,056.04	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,056.04	-
Garcia, Guadalupe	\$ 1,242.40	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,242.40	-
Gastelum, Humberto	\$ 2,851.48	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,851.48	-
Gonzales, Ruben	\$ 2,636.95	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,636.95	-
Gutierrez Olivarez, Norberto	\$ 1,337.08	\$ -	17.00	\$ 476.33	-	\$ -	16.00	\$ 267.42	\$ 2,080.83	-
Hernandez, Julian	\$ 1,598.00	\$ -	6.00	\$ 174.15	-	\$ -	-	\$ -	\$ 1,772.15	-
Isaak, Denise	\$ 2,129.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,129.08	-
Jimenez, Gabriela	\$ 1,387.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,387.08	-
Kaur, Harmeen	\$ 1,641.43	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,641.43	-
Lopez, Josue	\$ 1,387.08	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,387.08	-
Morales, Andres	\$ 1,598.00	\$ -	17.50	\$ 570.83	-	\$ -	16.00	\$ 309.60	\$ 2,478.43	-
Ortiz, Carlos	\$ 1,760.00	\$ -	19.50	\$ 673.31	-	\$ -	32.00	\$ 684.00	\$ 3,117.31	-
Perez, Ruben Lopez	\$ 1,625.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,625.54	-
Ramirez, Manuel	\$ 2,296.70	\$ -	8.50	\$ 351.68	-	\$ -	-	\$ -	\$ 2,648.38	-
Sanchez, Daniel	\$ 2,446.91	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,446.91	-
Soto, Samuel	\$ 1,716.18	\$ -	3.00	\$ 93.72	-	\$ -	-	\$ -	\$ 1,809.90	-
Tinoco, Alfonso	\$ 2,157.85	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,157.85	-
Zapata, Domingo	\$ 2,623.17	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 2,623.17	-
<b>TOTAL</b>	<b>\$ 42,926.97</b>	<b>\$ -</b>	<b>71.50</b>	<b>\$ 2,340.03</b>	<b>-</b>	<b>\$ -</b>	<b>64.00</b>	<b>\$ 1,261.02</b>	<b>\$ 46,528.01</b>	<b>-</b>

**PLANNING**

Campos, Manuel	\$ 825.00	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 825.00	-
Garcia, Destiny	\$ 1,597.54	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 1,597.54	-
Orozco, Jesus	\$ 3,430.23	\$ -	-	\$ -	-	\$ -	-	\$ -	\$ 3,430.23	-
<b>TOTAL</b>	<b>\$ 5,852.77</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ -</b>	<b>\$ 5,852.77</b>	<b>\$ -</b>

**PLANNING**

Bandy, R	\$ -
Molloy, Cory	\$ -
Jones, C	\$ -
Nunez, M	\$ -
Felker, R	\$ -
Bishop, S	\$ -
Villar, Victor	\$ -

**COUNCIL**

Yep, G	\$ 125.00
Herrera, I	\$ 125.00
Nijjer, B	\$ 125.00
Coleman, J	\$ 125.00
Nehring, K	\$ 125.00

**Total**      \$ -                                      **Total**                                      \$ 625.00

<b>GRAND TOTAL:</b>	<b>\$173,336.84</b>	<b>\$0.00</b>	<b>216.26</b>	<b>\$8,069.15</b>	<b>-</b>	<b>\$0.00</b>	<b>75.00</b>	<b>\$1,341.49</b>	<b>\$ 182,747.48</b>	<b>48.75</b>
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# Accounts Payable

## Checks by Date - Detail by Check Date

User: Gmendoza  
 Printed: 5/17/2022 8:20 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10517	FEDERAL TAXES PAYROLL	05/06/2022	
	050622	C PAYROLL TAX DEPOSIT- 05/06/22- FICA M		5,239.86
	050622	C PAYROLL TAX DEPOSIT- 05/06/22- FICA P		22,405.10
	050622	C PAYROLL TAX DEPOSIT- 05/06/22- FIT PA		13,475.40
Total for this ACH Check for Vendor 10517:				41,120.36
ACH	10518	KERMAN POLICE OFFICERS ASSN	05/06/2022	
	050622	C MEMBERSHIP DUES- 05/06/22		859.75
Total for this ACH Check for Vendor 10518:				859.75
ACH	10519	KERMAN MUNICIPAL EMPLOYEES AS	05/06/2022	
	050622	C MEMBERSHIP DUES- 05/06/22		127.50
Total for this ACH Check for Vendor 10519:				127.50
ACH	10520	ICMA-RC	05/06/2022	
	050622	C DEFERRED COMP- 05/06/22		2,892.40
Total for this ACH Check for Vendor 10520:				2,892.40
ACH	10522	CALPERS	05/06/2022	
	050622	EMPLOYEE PAID CONTRIBUTIONS		12,060.49
	050622	C EMPLOYER PAID CONTRIBUTIONS		15,991.44
Total for this ACH Check for Vendor 10522:				28,051.93
Total for 5/6/2022:				73,051.94
Report Total (5 checks):				73,051.94

# Accounts Payable

## Checks by Date - Detail by Check Date

User: Gmendoza  
 Printed: 5/17/2022 8:21 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10147	EMPLOYMENT DEVELOPMENT DEPA	05/09/2022	
	050622	C PR TAX DEPOSIT- 05/06/22-SIT PAYABLE=		4,175.18
	050622	C PR TAX DEPOSIT- 05/06/22-SDI PAYABLE=		1,849.04
Total for this ACH Check for Vendor 10147:				6,024.22
Total for 5/9/2022:				6,024.22
Report Total (1 checks):				6,024.22

# Accounts Payable

## Checks by Date - Detail by Check Date

User: Gmendoza  
 Printed: 5/17/2022 8:22 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
ACH	10386	US BANK CORPORATE PAYMENT	05/11/2022	
	040522	FRESNO COG CONFERENCE- JESUS OROZ		250.00
	CC-032222	FIN- BATTERIES & HOOK CONNECTORS F		27.66
	CC-032722	FIN- LOGMEIN SUBSCRIPTION RENEWAL .		763.99
	JG-041122	PD- ROOM ACCOMADATIONS CHIEF GOLI		433.90
	JG-041222	PD- 2 APPLE POWER ADAPTERS AND 2 OT		118.40
	JJ-032422	FRESNO COG CONFERENCE- JOHN JANSO		250.00
	MB-032122	VE REP- TORSION SPRING #1458		127.73
	MB-032222	BLDG- SUPPLIES FOR PW OFFICE		55.00
	MB-032222	WTR- SUPPLIES FOR PW OFFICE		54.99
	MB-033122	WTR- POSTAGE FOR CERTIFIED MAIL		7.38
	MB-040422	SWR- WW OPERATOR COURSE/MANUAL F		114.53
	MB-040422	VE- RULERS		13.06
	MB-041422	WTR- CABLE FOR WELL 12		45.75
	MB-15760	VE EQUIP- TUBE REPAIR KIT		504.61
	MR-030222	CLRK-IIMC ANNUAL RENEWAL		175.00
	MR-041222	CLRK- 75TH ANNIVERSARY TIME CAPSUL		107.89
	TJ-032522	REC- STAFF POLOS- KERMAN WELLNESS		48.17
	TJ-032522	REC- ORIENTAL TRADING- EASTER IN THI		156.83
	TJ-032922	REC- CANVA YEARLY SUBSCRIPTION- REC		179.87
	TJ-033022	REC- ORIENTAL TRADING- EASTER IN THI		90.29
	TJ-033122	REC- WALMART- EASTER IN THE PARK SU		139.86
	TJ-03393-202578	CS- CANVA MONTHLY SUBSCRIPTION APF		12.95
	TJ-040522	REC- GROCERY OUTLET-AFTER SCHOOL I		8.06
	TJ-040522	REC- WALMART- AFTER SCHOOL PROGRA		47.16
	TJ-040722	REC- EASTER AND EARTH DAY SUPPLIES-		113.00
	TJ-040722	REC- EASTER AND EARTH DAY SUPPLIES-		25.00
	TJ-040722	REC- CROWN AWARDS- RIBBONS FOR ALI		33.23
	TJ-040722	REC- EASTER AND EARTH DAY SUPPLIES-		172.20
	TJ-040722	REC- EASTER AND EARTH DAY SUPPLIES-		13.06
	TJ-040822	REC- WALMART- AFTERSCHOOL PROGRA		2.98
	TJ-040822	REC- LITTLE CEASARS- AFTERSCHOOL PI		19.58
	TJ-040822	REC- EASTER AND EARTH DAY SUPPLIES-		48.93
	TJ-041922	REC- WALMART NUTRITION ED SUPPLIES		31.05
	TJ-112-5051	REC- AMAZON- PROJECTOR/CASE/SCREEI		709.08
	TJ-INV142622259	REC- ZOOM MONTHLY SUBSCRIPTION- RI		14.99
	WB-032522	AAC- KENNEL SUPPLIES- SOAP DOG FOOI		110.03
	WB-041122	PD- ROOM ACCOMADATIONS W.BARCOM		433.90
	WB-041822	PD- FMCPCA MEETING SUPPLIES		161.52
	WB-041922	PD- FMCPCA MEETING SUPPLIES		56.92
Total for this ACH Check for Vendor 10386:				5,678.55
Total for 5/11/2022:				5,678.55

# Accounts Payable

## Checks by Date - Detail by Check Date

User: Gmendoza  
 Printed: 5/17/2022 8:24 AM



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
24146	11387 050322	LUISA AGUIRRE REC- INSTRUCTOR FEE-ZUMBA APRIL 202	05/12/2022	444.50
Total for Check Number 24146:				444.50
24147	10056 14814	BOGIE'S PUMP SYSTEMS SWR- EMER REPLACEMENT HOMA PUMP	05/12/2022	9,513.17
Total for Check Number 24147:				9,513.17
24148	12075 050322	RHONDA BREWER REC- INSTRUCTOR FEE-HIIT FITNESS APR	05/12/2022	395.50
Total for Check Number 24148:				395.50
24149	10617 630709 630709	C A REDING CO INC WTR 50%- LANIER/MPC4504-03/31/22-04/29 SWR 50%- LANIER/MPC4504-03/31/22-04/29	05/12/2022	39.12 39.11
Total for Check Number 24149:				78.23
24150	10078 200000001759283	CALIFORNIA STATE DISBURSEMENT C WITHHOLDING ORDER P/R DATE 05/06/2	05/12/2022	305.07
Total for Check Number 24150:				305.07
24151	10079 108281 108400 108401	CAMCO SD- WEED SPRAYING SUPPLIES SWR- WEED SPRAYING SUPPLIES PARKS- GREEN NITRILE GLOVES	05/12/2022	240.96 161.32 34.52
Total for Check Number 24151:				436.80
24152	11498 145966461	COMCAST CABLE COMMUNICATIONS PD- MAY ETHERNET SERVICE	05/12/2022	692.52
Total for Check Number 24152:				692.52
24153	10106 104119 104119 104119 104119 104119 104119 104119 104119 104119 104119 104119 104119 104119 104119	CON EDISON CLEAN ENERGY SC 2%-- SOLAR RESBCT 2 0401-04302022 PARKS 1%-- SOLAR RESBCT 2 0401-0430202 WTR 71%-- SOLAR RESBCT 2 0401-0430202 SWR- SOLAR ORIGINAL 0401-04302022 PD 5%-- SOLAR RESBCT 2 0401-04302022 PLAN REC 1%-- SOLAR RESBCT 2 0401-043 SWR 1%-- SOLAR RESBCT 2 0401-04302022 CITY HALL 3%-- SOLAR RESBCT 2 0401-04 CTC 7%-- SOLAR RESBCT 2 0401-04302022 VE 3%-- SOLAR RESBCT 2 0401-04302022 SWR- SOLAR ARRAY 2 0401-04302022 REC 6%-- SOLAR RESBCT 2 0401-04302022	05/12/2022	251.44 125.72 8,925.96 10,793.51 628.59 125.72 125.72 377.15 880.02 377.15 5,302.84 754.31

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 24153:	28,668.13
24154	10718	CONSTAR SUPPLY	05/12/2022	
	15347486-00	LLD- DEMOLATION BLADES		372.51
	15347486-00	PARKS- DEMOLATION BLADES		372.52
	15367089-00	VE SUPP- SOCKET SETS- TOOL BOX		380.07
	15367599-00	VE SUPP- 2 RATCHET & PAINT MARKERS-		685.59
			Total for Check Number 24154:	1,810.69
24155	10128	DEPARTMENT OF JUSTICE	05/12/2022	
	576037	PD- 10 BLOOD ALCOHOL ANALYSIS		350.00
	578780	PD- LIVE SCAN FOR APPLICANT- JOSE AR		51.00
	578780	PD- LIVE SCANS 2 VOLUNTEER		30.00
			Total for Check Number 24155:	431.00
24156	12207	RAUL DOMINGUEZ	05/12/2022	
	00257622	CTC- CTC DEPOSIT 05/07/22		400.00
			Total for Check Number 24156:	400.00
24157	11398	FASTSIGNS	05/12/2022	
	FRES-93094	CS- ALMOND FEST SPONSOR BANNERS		161.22
			Total for Check Number 24157:	161.22
24158	11550	FRESNO COUNTY SHERIFFS OFFICE -	05/12/2022	
	#2018-6668	C FTB-WAGE GARNISHMENT P/R DATE- 05		122.00
			Total for Check Number 24158:	122.00
24159	10162	FRESNO COUNTY TREASURER	05/12/2022	
	SO19382	PD- APR RMS/CAD		188.04
	SO19382	PD- MAY DISPATCHING SERVICES		21,154.88
			Total for Check Number 24159:	21,342.92
24160	10169	FRESNO PET CEMETERY	05/12/2022	
	43134	AAC- 37 ANIMAL CARCASSES DISPOSED (		312.00
			Total for Check Number 24160:	312.00
24161	12203	FREDDY L GARCIA	05/12/2022	
	050722	REC- KIDS ZONE ENTERTAINMENT- KERM		980.00
			Total for Check Number 24161:	980.00
24162	10191	H & J CHEVROLET INC	05/12/2022	
	CVW26853	VE REP- RIGHT FRONT WINDOW GLASS #:		152.57
			Total for Check Number 24162:	152.57
24163	12187	HAMNER JEWELL & ASSOCIATES	05/12/2022	
	201713	ADM- RAILROAD PROPERTY ACQUISISTIC		662.25
			Total for Check Number 24163:	662.25
24164	10204	IDTS INC	05/12/2022	
	39971	PD- APR ENROLLMENTS: CUBILLOS, QUIN		20.00

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
			Total for Check Number 24164:	20.00
24165	10226 6001464	JORGENSEN & CO VE- FIRE EXT MAINT-VEHICLES	05/12/2022	654.75
			Total for Check Number 24165:	654.75
24166	12128 040722	JS TOWING PD- TOW PD VEH TO CITY YARD #1472	05/12/2022	200.00
			Total for Check Number 24166:	200.00
24167	11459 9309474207	LAWSON PRODUCTS INC SWR- DRILL BIT FOR REPAIRS AT WWTP	05/12/2022	225.19
			Total for Check Number 24167:	225.19
24168	12188 041222 041522	THOMAS LEONARD VE-REIMBURSE FOR FUEL PURCHASE VE-REIMBURSE FOR FUEL PURCHASE	05/12/2022	42.99 36.16
			Total for Check Number 24168:	79.15
24169	10256 021522	MARKO CONSTRUCTION GROUP INC CS- ANIMAL SHELTER CONSTRUCTION- P	05/12/2022	51,111.99
			Total for Check Number 24169:	51,111.99
24170	10260 246691	METRO UNIFORM & ACCESSORIES PD- UNIFORM JACKET OFC. J CASTRO	05/12/2022	168.41
			Total for Check Number 24170:	168.41
24171	10261 022822 043022 043022 043022	MID VALLEY DISPOSAL INC SWA- FEBRUARY 2022 SW CHARGES SWA- ROLL OFF/FRANCHISE FEES SWA- CITY PORTION FOR APRIL 2022 SWA- APRIL 2022 SW CHARGES	05/12/2022	129,897.65 -2,512.40 -31,851.39 159,256.93
			Total for Check Number 24171:	254,790.79
24172	10771 F2022-0212	MIRACLE RECREATION EQUIPMENT C CS- MIRACLE GROOVE SLIDE- LIONS PAR	05/12/2022	2,907.73
			Total for Check Number 24172:	2,907.73
24173	10282 240463589001 240892677001	OFFICE DEPOT PD- OFFICE SUPPLIES- BATTERIES, LABEL PARKS- OFFICE SUPPLIES	05/12/2022	85.35 62.27
			Total for Check Number 24173:	147.62
24174	10289 5741309690-0 6825025396-7 8542225974-8 8542225974-8 8542225974-8 8542225974-8 8542225974-8 8542225974-8 8542225974-8	P.G.& E. PARKS- MONTHLY SERVICE- 03/16/22-04/14 ADM- MONTHLY UTILITIES-6825025396-7- WTR 71%- SOLAR CONNECTION FEE 03/24 REC 6%- SOLAR CONNECTION FEE 03/24-0 PD 5%- SOLAR CONNECTION FEE 03/24-04/ VE 3%- SOLAR CONNECTION FEE 03/24-04/ PARKS 1%- SOLAR CONNECTION FEE 03/2- CITY HALL 3%- SOLAR CONNECTION FEE	05/12/2022	450.61 1,617.71 225.63 19.07 15.89 9.53 3.18 9.53



Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
	8542225974-8	SWR 1%- SOLAR CONNECTION FEE 03/24-		3.18
	8542225974-8	PLAN REC 1%- SOLAR CONNECTION FEE (		3.18
	8542225974-8	CTC 7%- SOLAR CONNECTION FEE 03/24-0		22.25
	8542225974-8	SC 2%- SOLAR CONNECTION FEE 03/24-04/		6.36
Total for Check Number 24174:				2,386.12
24175	10324 1210	RIVERSIDE NURSERY & LANDSCAPE PARKS- LODGE POLES & CINCH TIES	05/12/2022	263.46
Total for Check Number 24175:				263.46
24176	10335 48530	SILVA AUTO GROUP INC PD REP- WINDOW WASHER FLUID JET #15	05/12/2022	83.69
Total for Check Number 24176:				83.69
24177	12054	SPARKLETTS	05/12/2022	
	21577585 050822	FIN- DRINKING WATER- ADMIN, FIN, PLAN		7.51
	21577585 050822	FIN- DRINKING WATER- ADMIN, FIN, PLAN		5.46
	21577585 050822	FIN- DRINKING WATER- ADMIN, FIN, PLAN		11.09
	21577585 050822	FIN- DRINKING WATER- ADMIN, FIN, PLAN		1.37
	21577585 050822	FIN- DRINKING WATER- ADMIN, FIN, PLAN		2.73
	21577585 050822	FIN- DRINKING WATER- ADMIN, FIN, PLAN		11.09
	21577585 050822	FIN- DRINKING WATER- ADMIN, FIN, PLAN		3.41
Total for Check Number 24177:				42.66
24178	11162 04009441	STATEWIDE TRAFFIC SAFETY & SIGN STRTS- PERFORATED SIGN POSTS	05/12/2022	812.63
Total for Check Number 24178:				812.63
24179	10357 24111 24191	TAYLOR MADE IRRIGATION PARKS- IRRIGATION FITTINGS PARKS- IRRIGATION FITTINGS	05/12/2022	118.62 66.03
Total for Check Number 24179:				184.65
24180	10015 79376 79376	THE ADVANCE GROUP PD- 1000 CERTIFICATE OF RELEASE FORM PD- DISCOUNT IF PAID BY 05/14/22	05/12/2022	395.62 -7.33
Total for Check Number 24180:				388.29
24181	10371 22-187	TJ LAW & ASSOCIATES INVESTIGATIC PD- BACKGROUND INVESTIGATION- J. AR	05/12/2022	700.00
Total for Check Number 24181:				700.00
24182	12209 2200387-IN	WELL SPY WTR- VIDEO SURVEY OF WELL #9	05/12/2022	675.00
Total for Check Number 24182:				675.00
24183	10413 475892 475892 475893 475894 475895 475896	YAMABE & HORN ENGINEERING INC SECONDARY WATER FID AGREEMENT NORTHWEST PARK KERMAN ANIMAL SHELTER 123-TCP MITIGATION TRACT 6236 KEARNEY BLVD REHAB-MADERA TO VIN	05/12/2022	225.00 791.50 300.00 375.00 6,050.40 3,486.40

Check No	Vendor No Invoice No	Vendor Name Description	Check Date Reference	Check Amount
475897		KUSD FIRST STREET EXTENSION		187.50
475898		TRACT 6293		3,312.50
475899		EASTSIDE COMMUNITY PARK		2,402.50
475900		TRACT 6302		3,884.08
475901		SPR 19-16 JS WEST		125.00
475902		SPR 21-02 210 MADERA GAS STATION		250.00
475904		LIONS PARK RECHARGE PROJECT		179.00
475905		FY 21-22 GENERAL ENGINEERING-WATER		750.00
475906		FY 21-22 GENERAL ENGINEERING		1,132.50
475907		FY 21-22 GENERAL ENGINEERING-STREET		1,275.00
475908		SPR 2021-08 PM 19-01 PARCEL B CAR WASH		62.50
475909		UTILITY MASTER PLAN UPDATES		75.00
475910		WELL 12 TCP MITIGATION		300.00
Total for Check Number 24183:				25,163.88
24184	12208 00297348	DANIELLE ZAPATA REC- LIONS PARK RENTAL REFUND	05/12/2022	100.00
Total for Check Number 24184:				100.00
Total for 5/12/2022:				408,014.58
Report Total (39 checks):				408,014.58

**CITY OF KERMAN  
CD/Securities Portfolio  
As of April 30, 2022**

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2021 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2022 Book Balance	Fair Value	FY to Date Interest Paid
<b>CD's:</b>										
Capital One NA Mclean VA	615-030525-245	2.05%	7/26/17	7/26/21	150,000.00	(150,000.00)		-	-	1,524.86
Amex Centurion Salt Lake City Ut	615-030525-245	2.10%	8/15/17	8/16/21	50,000.00	(50,000.00)		-	-	523.56
Third Federal Savings & Loan	615-030525-245	2.50%	1/30/18	1/31/22	100,000.00	(100,000.00)		-	-	2,506.85
Capital One Bank Glen Allen VA	615-030525-245	2.80%	4/18/18	4/18/22	102,000.00	(102,000.00)		-	-	2,856.00
Discover Bank	615-030525-245	2.80%	4/11/18	4/11/22	98,000.00	(98,000.00)		-	-	2,744.00
Comenity Capital bank	615-030525-245	3.00%	5/15/18	5/16/22	98,000.00			98,000.00	98,110.74	2,448.65
Golman Sachs BK NY	615-030525-245	2.30%	7/26/17	7/26/22	98,000.00			98,000.00	98,398.86	2,254.00
Citibank Sioux Falls SD	615-030525-245	3.15%	8/14/18	8/15/22	98,000.00			98,000.00	98,719.32	3,087.00
Sallie Mae Bank	615-030525-245	2.65%	2/8/18	2/8/23	51,000.00			51,000.00	51,493.68	1,351.50
Synchrony Draper UT	615-030525-245	3.00%	4/20/18	4/20/23	96,000.00			96,000.00	97,174.08	2,880.00
Morgan Staley Bank	615-030525-245	3.30%	7/12/18	7/12/23	240,000.00			240,000.00	243,782.40	7,920.00
Citibank	615-030525-245	3.30%	8/3/18	8/3/23	97,000.00			97,000.00	98,538.42	3,201.00
Salt Lake	615-030525-245	3.35%	10/5/18	10/5/23	98,000.00			98,000.00	99,613.08	2,734.35
Goldman Sachs Bank NY	615-030525-245	3.15%	2/6/19	2/6/24	48,000.00			48,000.00	48,542.40	1,512.00
Beal Bank USA Las Vegas Nev CFT	615-030525-245	1.55%	3/9/22	3/6/24		248,000.00		248,000.00	229,122.33	-
Ally Bank Sandy Utah	615-030525-245	2.55%	4/28/22	4/29/24		205,000.00		205,000.00	204,403.45	-
State Bank of India	615-030525-245	1.10%	5/28/20	5/28/25	248,000.00			248,000.00	234,360.00	1,375.21
BMW Bank North Amer Salt Lake	615-030525-245	0.50%	9/25/20	9/25/25	249,000.00			249,000.00	243,439.28	1,245.00
Average Rate		<b>2.53%</b>								
Total CD's					<b>1,921,000.00</b>	<b>(47,000.00)</b>	<b>-</b>	<b>1,874,000.00</b>	<b>1,845,698.04</b>	<b>40,015.84</b>

**Securities America Sweep Program**

Beginning Balance

Transfers In/(Out)

7/1/21  
1/31/22  
2/28/22  
3/9/22  
3/21/22  
3/31/22  
3/31/22  
3/31/22  
3/31/22  
3/31/22  
4/28/22  
4/30/22

0.01  
  
  
  
  
  
  
  
  
  
**0.01**

(0.01)  
100,000.00  
141,590.20  
6,409.45  
(149.70)  
(100,000.00)  
(141,590.20)  
(6,409.45)  
(0.35)  
1,095.37  
(5,000.00)  
4,757.09  
**702.40**

0.01  
(0.01)  
100,000.00  
141,590.20  
6,409.45  
(149.70)  
(100,000.00)  
(141,590.20)  
(6,409.45)  
(0.35)  
1,095.37  
(5,000.00)  
4,757.09  
**702.41**

**702.41**

**-**

**CITY OF KERMAN  
CD/Securities Portfolio  
As of April 30, 2022**

Institution	Account Number	Interest Rate/ Trans. Date	Opening Date	Maturity Date	6/30/2021 Book Balance	Additions/ (Deletions)	Cashed In	6/30/2022 Book Balance	Fair Value	FY to Date Interest Paid
<b>Local Agency Investment Fund</b>										
Beginning Balance	98-10-400				6,951,860.71			6,951,860.71		-
	Interest	0.33%	7/15/21			5,676.13		5,676.13		5,676.13
		0.24%	10/15/21			6,379.03		6,379.03		6,379.03
		0.23%	1/14/22			6,874.97		6,874.97		6,874.97
		0.32%	4/15/22			9,415.96		9,415.96		
								-		
	Transfers In/(Out)		7/23/21			3,000,000.00		3,000,000.00		
			7/30/21			150,000.00		150,000.00		
			8/5/21			1,828,000.00		1,828,000.00		
	<b>Total - LAIF</b>	<b>0.28%</b>			<b>6,951,860.71</b>	<b>5,006,346.09</b>	<b>-</b>	<b>11,958,206.80</b>	<b>11,958,206.80</b>	<b>18,930.13</b>
<b>Central Valley Money Market Acct</b>										
Beginning Balance	015030960				6,754,819.74			6,754,819.74		
	Interest		7/31/21			429.35		429.35		429.35
			8/31/21			248.88		248.88		248.88
			9/30/21			220.43		220.43		220.43
			10/31/21			215.90		215.90		215.90
			11/30/21			208.95		208.95		208.95
			12/31/21			215.82		215.82		215.82
			1/31/22			222.74		222.74		222.74
			2/28/22			200.89		200.89		200.89
			3/31/22			216.87		216.87		216.87
			4/30/22			206.29		206.29		206.29
								-		-
	Transfers In/(Out)		7/23/21			(1,500,000.00)		(1,500,000.00)		
			8/5/21			(1,828,000.00)		(1,828,000.00)		
			9/22/21			(250,000.00)		(250,000.00)		
			12/29/21			(250,000.00)		(250,000.00)		
			12/30/22			350,000.00		350,000.00		
			2/28/22			(141,590.20)		(141,590.20)		
								-		-
		<b>0.08%</b>						-		
					6,754,819.74	(3,617,204.08)	-	3,137,615.66	3,137,615.66	2,386.12
<b>Subtotal All City Investments</b>		<b>0.96%</b>			<b>15,627,680.45</b>	<b>1,342,142.01</b>	<b>-</b>	<b>16,969,822.46</b>	<b>16,941,520.50</b>	<b>61,332.09</b>
				<b>Total Investments</b>	<b>15,627,680.46</b>	<b>1,342,844.41</b>	<b>-</b>	<b>16,970,524.87</b>	<b>16,942,222.91</b>	<b>61,332.09</b>
								Market Value Adjustment (28,301.96)		
								1,342,844.41		
								1,342,844.41		
								(0.00)		



# City of Kerman

*"Where Community Comes First"*

MAYOR Gary Yep	MAYOR PRO-TEM Ismael Herrera	
COUNCIL MEMBER Jennifer Coleman	COUNCIL MEMBER Kevin Nehring	COUNCIL MEMBER Bill Nijjer

DEPARTMENT: ADMINISTRATION  
 STAFF REPORT  
 CITY COUNCIL MEETING  
 COUNCIL MEETING DATE: MAY 25, 2022

TO: Mayor and City Council  
 FROM: John Jansons, City Manager  
 SUBJECT: Approval of Deferred Receipt of Residual Community Development Block Grant Funding Allocation

## RECOMMENDATION

Council by motion approve deferred receipt of residual Fiscal Year 2022/2023 Community Development Block Grant program funds in the amount of approximately \$16,000 for allocation in Fiscal Year 2023/2024.

## DISCUSSION

Each year, the County of Fresno estimates the amount of funds apportioned to Kerman by the United States Department of Housing and Urban Development from the Community Development Block Grant (CDBG) Program. Fresno County is the clearinghouse and manager of this program and these funds.

For Fiscal Year (FY) 2022/2023 the amount apportioned to Kerman is approximately \$136,000. This represents a slight decrease from FY 2021/2022 due to a reduction by HUD to Fresno County and its cities. However, approximately \$130,000 of FY 2022/2023 funds has already been borrowed from the program to cover by the cost overruns of Trini's (Stanislaus Park) that was completed last year. The residual amount of \$6,000 combined with an estimated refund to cities of approximately \$10,000 each, resulting from lower than anticipated administrative expenses allowed under the CDBG program, will total approximately \$16,000 available to Kerman for use in FY 2022/2023.

Such a small amount is difficult to program for any project, so when Fresno County cities encounter this, they often loan it to the CDBG Fund Pool for use by others cites and Kerman will receive a subsequent credit or return of these funds in the next program year, FY 2023/2024.

This report requests approval by City Council to defer receipt of these funds as recommended above.

## FISCAL IMPACT

Receipt of an estimated \$16,000 in Program funds will be deferred to the 2023/2024 Program year.

### Attachments:

- A. CDBG Program jurisdictional awards for FY 2022/2023.

Attachment 'A'

**2022-23 CDBG Funding Summary**

	2022-23	2021-22	Change	
Fowler	\$ 48,117.00	\$ 52,210.00	\$ (4,093.00)	-7.8%
Kerman	\$ 136,247.00	\$ 138,500.00	\$ (2,253.00)	-1.6%
Kingsburg	\$ 83,134.00	\$ 83,749.00	\$ (615.00)	-0.7%
Mendota	\$ 179,085.00	\$ 198,196.00	\$ (19,111.00)	-9.6%
Reedley	\$ 232,442.00	\$ 236,524.00	\$ (4,082.00)	-1.7%
Sanger	\$ 266,356.00	\$ 292,699.00	\$ (26,343.00)	-9.0%
Selma	\$ 237,296.00	\$ 246,390.00	\$ (9,094.00)	-3.7%
Subtotal	\$ 1,182,677.00	\$ 1,248,268.00	\$ (65,591.00)	-5.3%
Unincorporated	\$ 1,312,605.00	\$ 1,400,176.00	\$ (87,571.00)	-6.3%
Total	\$ 2,495,282.00	\$ 2,648,444.00	\$ (153,162.00)	-5.8%



# City of Kerman

*"Where Community Comes First"*

MAYOR Gary Yep	MAYOR PRO-TEM Ismael Herrera	
COUNCIL MEMBER Jennifer Coleman	COUNCIL MEMBER Kevin Nehring	COUNCIL MEMBER Bill Nijjer

DEPARTMENT: PLANNING AND DEVELOPMENT  
 STAFF REPORT  
 CITY COUNCIL MEETING  
 COUNCIL MEETING DATE: MAY 25, 2022

To: Mayor and City Council  
 From: Jerry Jones, City Engineer  
 Subject: Resolution Approving Surface Water Supply Agreement Between Fresno Irrigation District

## RECOMMENDATION

Council by motion adopt resolution approving the Surface Water Supply Agreement Between Fresno Irrigation District.

## EXECUTIVE SUMMARY

The City is subject to the Sustainable Groundwater Management Act, which requires the City to reach groundwater sustainability (a balance of groundwater pumping and groundwater recharge) by the year 2040. In order to meet this requirement, the City needs to acquire a surface water supply to be used for groundwater recharge. The City is located within the boundaries of the Fresno Irrigation District, which has the necessary water rights, water supplies, and distribution system necessary to convey surface water to the City. City Staff have negotiated an Agreement with the Fresno Irrigation District that will provide the City with access to a surface water supply to be used for groundwater recharge in order achieve groundwater sustainability.

## DISCUSSION

In 2014, Governor Jerry Brown signed into law a three-bill legislative package, composed of AB 1739, SB 1168, and SB 1319, collectively known as the Sustainable Groundwater Management Act (SGMA). SGMA requires governments and water agencies of high and medium priority basins to halt groundwater overdraft and bring groundwater basins into balanced levels of pumping and recharge. Under SGMA, these basins should reach sustainability within 20 years of implementing their sustainability plans. For critically over-drafted basins, like the Kings Basin within which the City of Kerman is located, that date is 2040.

SGMA empowers local agencies to form Groundwater Sustainability Agencies (GSAs) to manage basins sustainably and requires those GSAs to adopt Groundwater Sustainability Plans (GSPs) for crucial groundwater basins in California. In 2016, the North Kings GSA (NKGSA) was formed as a Joint Powers Authority (JPA) and Kerman elected to join as a member. In the years following the formation of the NKGSA, the NKGSA prepared its required GSP, which details the mitigation measures required to be implemented in order for the NKGSA as a whole, and each member agency, to achieve groundwater

sustainability by 2040. Per the GSP, the City must address an average groundwater deficit (groundwater pumping less groundwater recharge) of 2,150 acre-feet annually to achieve groundwater sustainability. The GSP was adopted in January 2020 ahead of the State deadline.

Since the sole source of water for the City is groundwater, there are limited options for achieving sustainability. These options are:

1. Pumping reduction (i.e. reduction in water use); or
2. Recharge of the groundwater aquifer with non-groundwater supply (i.e. surface water).

The first option can be achieved through a combination of conservation, growth moratoriums and/or alternate water supply (i.e. surface water treatment and use), but it's highly unlikely that any of those elements can provide sustainability on their own and/or may be undesirable (i.e. growth moratoriums). As such, the most logical and feasible solution for groundwater sustainability at this time is to secure surface water for the purposes of groundwater recharge to offset groundwater pumping.

The City is located within the boundaries of Fresno Irrigation District (FID). FID holds certain water rights and has developed water supplies and a water distribution system that conveys surface water from the Kings and San Joaquin rivers and other water sources to its customers within FID boundaries for surface water irrigation, municipal uses, and groundwater banking (recharge). Even prior to the passage of SGMA, City Staff had been working with FID to develop an agreement for the purchase of surface water to be used for groundwater recharge and possibly landscape irrigation. However, negotiations with FID had never gained enough traction to result in an approved agreement. The passage of SGMA and subsequent adoption of the NKGSP resulted in a renewed, required effort between the City and FID to reach an agreement, as both parties are members of the NKGSA and the GSA as a whole cannot reach sustainability without coordinated efforts between member agencies. The City and FID began negotiations on the terms of an agreement in May 2021 and FID provided an initial draft of the agreement in November 2021. Over the past several months, both parties have been working to develop a final version of the agreement for approval. Below are the key points of the agreement:

1. From surface water supply available to FID, FID will provide the City a surface water supply equivalent to up to 0.5% of FID's net Kings River supply available for surface water customer deliveries in every Kings River Water year during the term of the Agreement. FID's Kings River supply averages approximately 430,000 acre-feet per year, so 0.5% equates to the City's needed 2,150 acre-feet per year to meet their mitigation requirements under the NKGSP. FID's Kings River supply fluctuates with hydrologic conditions, so the actual amount of surface water available to the City each year will also fluctuate with Kings River and other hydrologic conditions and FID's actual surface water supply availability in each given year.
2. The surface water supply shall be diverted into the City's existing and planned groundwater recharge basins for purposes of groundwater recharge. The City shall not sell, transfer, deliver, or exchange any of the surface water supply without written consent of FID.
3. At no time will the surface water supply delivered to the City by FID be directly treated and used by the City for municipal, industrial, or residential uses. As an exception, if requested by the City, FID would permit the City's pumping of some water directly out of recharge basin(s) for



landscaping/irrigation uses by the City, including the blending of such pumped basin water with treated (purple pipe) water.

4. The surface water supply to the City will not be adjusted based on lands annexed into the City over time nor will it be adjusted to reflect any changes in the City or NKGSA's recommended, targeted, or required contribution to groundwater recharge.
5. FID will require the City to pay FID's current water service rate annually for 1,075 acres. The 1,075 acres is based on the fact that FID delivers on average 2 acre-feet per acre per year, so the equivalent acreage for 2,150 acre-feet is 1,075 acres. For example, FID's 2022 water service rate is \$52.20 per acre, so the total amount due from the City would be 1,075 x \$52.20=\$56,115.00. As FID's annual water service rate(s) increase, the City's annual surface water payment obligation for the fixed acreage of 1,075 acres will be determined by multiplying this number of acres by the applicable FID water service rate each year to determine the annual payment due to FID. Consistent with other municipal agreements and ratepayers, the total amount will be paid in full each year by the City regardless of the amount of available supply or the amount actually delivered to or used by the City.
6. In the event FID makes available for diversion/delivery or offers to deliver all or any portion of the surface water supply volume to the City at times or in amounts that do not suit the convenience of the City, or if the City is otherwise unable or refuses to take all or any portion of the surface water supply offered by FID at the times that FID offers it, FID shall have no obligation to deliver such water on behalf of the City at any future date or time, and the City's obligation to make its annual payment called for hereunder shall not be adjusted based on water actually delivered to or accepted by the City.
7. The Agreement will remain in effect until December 31, 2040, and will continue thereafter for additional terms of five (5) years each upon approval by both parties.

A final version of the agreement has been reached by the two parties and is included as Exhibit '1' to the attached resolution for City Council review. Staff recommends approval of the agreement.

## FISCAL IMPACT

As discussed above, the City will purchase the surface water supply from FID on an annual basis. For 2022, this cost is estimated to be \$56,115. The City will need to use Water Operations Reserves to cover the cost for the time being. It is anticipated that this cost will be factored into the City's water utility service rates when the City conducts its next utility rate study.

Currently, a substantial portion of existing property owners within the City pay an annual assessment to FID on their property tax bill. This has been in place for many years. The justification for this is that due to the fact that the properties are within FID's boundaries, the properties receive a general benefit from FID's water supply deliveries to the general area that contribute to groundwater recharge. It is estimated that these assessments in total are between \$57,000 to \$67,000 annually. Once this Agreement is approved and takes effect, FID will move to no longer collect these assessments. As a result, the net cost incurred by City residents is a more or less a wash (i.e. instead of residents paying an assessment on their tax bill to FID, ultimately they will pay for the City's water supply purchase cost via their water utility bill).

It must be noted that the annual cost to be paid by the City to FID is for purchase of the surface water supply only. This cost does not factor in the cost of purchasing land, excavating recharge basins or constructing connecting pipelines and structures to turn FID canal water into recharge facilities. It is anticipated that these costs will be funded with a combination of Water Operations Reserves, grant funding, and a groundwater management development impact fee to be established for future development to bear the costs associated with their projects. Specific funding for each groundwater recharge project will be identified during planning for that project and budgeted accordingly.

#### **PUBLIC HEARING**

Not Required.

Attachments:

- A. Resolution w/Exhibit

Attachment 'A'

RESOLUTION NO. 22-\_\_\_

**RESOLUTION OF THE CITY COUNCIL OF THE CITY OF KERMAN  
APPROVING SURFACE WATER SUPPLY AGREEMENT BETWEEN FRESNO IRRIGATION DISTRICT  
AND THE CITY OF KERMAN**

WHEREAS, in 2014, Governor Jerry Brown signed into law a three-bill legislative package, composed of AB 1739, SB 1168, and SB 1319, collectively known as the Sustainable Groundwater Management Act (SGMA), which requires governments and water agencies of high and medium priority basins to halt groundwater overdraft and bring groundwater basins into balanced levels of pumping and recharge (i.e. groundwater sustainability); and

WHEREAS, the North Kings Groundwater Sustainability Agency (NKGSA) is a Joint Powers Authority formed to comply with the requirements of SGMA and the City of Kerman is a member; and

WHEREAS, the NKGSA is responsible for ensuring that the groundwater use within its boundaries is balanced and sustainable. In order to offset the groundwater pumping within the NKGSA, it is necessary for the City to secure access to surface water for groundwater recharge; and

WHEREAS, the City is located within the boundaries of Fresno Irrigation District (FID). FID holds certain water rights and has developed water supplies and a water distribution system that conveys surface water from the Kings and San Joaquin rivers and other water sources to its customers within FID boundaries for surface water irrigation, municipal uses, and groundwater banking (recharge); and

WHEREAS, the City and FID have negotiated a Surface Water Supply Agreement that will provide the City with access to surface water supplies to be used for groundwater recharge in order for the City to achieve groundwater sustainability; and

WHEREAS, City Staff have reviewed the Surface Water Supply Agreement and recommend approval; and

WHEREAS, the City, as the lead agency pursuant to the California Environmental Quality Act (CEQA), has reviewed the potential environmental impacts of the execution and implementation of this Agreement in accordance with the requirements of CEQA and, having concluded that it can be seen with certainty that there is no possibility that the execution and implementation of this Agreement may have a significant effect on the environment, has determined that this Agreement is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3).

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

1. The foregoing recitals are deemed true and correct.
2. The Surface Water Supply Agreement Between Fresno Irrigation District and the City of Kerman, attached hereto as Exhibit '1', is approved.
3. The City Manager is authorized to execute the Agreement.

4. The Community Development Director is hereby directed to file the Notice of Exemption, in compliance with the California Environmental Quality Act, with the Fresno County Clerk.

The foregoing resolution was introduced at a regular meeting of the City Council of the City of Kerman held on the 25<sup>th</sup> day of May 2022, and passed at said meeting by the following vote:

AYES:

NOES:

ABSENT:

ABSTAIN:

The foregoing resolution is hereby approved.

---

Gary Yep  
Mayor

ATTEST:

---

Marci Reyes  
City Clerk

Exhibit '1'

**Surface Water Supply Agreement  
Between Fresno Irrigation District and the City of Kerman**

This AGREEMENT (Agreement) is made by and between Fresno Irrigation District, a California irrigation district ("District" or "FID") as water supplier; and City of Kerman, an incorporated city in Fresno County (City), as water user, made and entered into this \_\_\_\_ day of \_\_\_\_\_, 2022 (Effective Date).

**RECITALS**

A. WHEREAS, the District holds certain water rights and has developed water supplies and a water distribution system that conveys surface water from the Kings and San Joaquin rivers and other water sources to its customers within District boundaries, as depicted and described in **Exhibit A**, attached hereto, and elsewhere for surface water irrigation, municipal uses, and groundwater banking for the benefit of its customers, and other beneficial uses.

B. WHEREAS, the City is located within the boundaries of the District and the North Kings Groundwater Sustainability Agency (NKGSA) and is the owner of a groundwater pumping and distribution system for the delivery of extracted groundwater to its customers within the City's boundaries and sphere of influence (SOI), as depicted and described in **Exhibit B** attached hereto.

C. WHEREAS, the District and the City agree that the City shall acquire a contractual right to receive certain surface water(s) (Surface Water Supply) from the District as specifically authorized by, and entered into pursuant to, Chapter 9 [commencing with Section 26670(1.b.)], Part 10, Division 11 of the California Water Code and Section 56133 of the California Government Code, providing for contractual water delivery in lieu of District water deliveries to lands within the City's *existing* boundaries and *existing* SOI, as depicted in **Exhibit B**.

D. WHEREAS, the City and the NKGSA have determined that the City of Kerman must address an average groundwater deficit of 2,150 acre-feet annually to achieve groundwater sustainability.

E. WHEREAS, by the terms of this Agreement the City intends to address its groundwater sustainability obligations by banking and recovering the Surface Water Supply for subsequent delivery and use on lands within the City's *existing* boundaries and *existing* SOI, as depicted in **Exhibit B**.

F. WHEREAS, the City, as the lead agency pursuant to the California Environmental Quality Act (CEQA), has reviewed the potential environmental impacts of the execution and implementation of this Agreement in accordance with the requirements of CEQA and, having concluded that it can be seen with certainty that there is no possibility that the execution and implementation of this Agreement may have a significant effect on the environment, has determined that this Agreement is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3).



G. WHEREAS, the District accepted the Agency's CEQA exemption determination on \_\_\_\_\_, 20\_\_.

NOW, THEREFORE, in consideration of the mutual covenants and conditions herein contained and for good and adequate consideration, the District and the City (each a "Party" and collectively the "Parties") agree as follows:

### **AGREEMENT**

1. **Recitals**. The Recitals stated above are true and a substantive part of this Agreement.

2. **Term; Termination; Early Termination**. This Agreement is effective as of the Effective Date listed above and will remain in effect until December 31, 2040, and will continue thereafter for additional terms of five (5) years each upon approval by the Parties of an amendment extending the Agreement. When this Agreement becomes effective, it will replace and/or supersede any and all other water supply, water recharge, water conveyance, surface water conveyance, or similar agreement(s), if any, between the Parties. This Agreement may be terminated by either Party by giving written notice at least ninety (90) days prior to the expiration of the original term or any five (5)-year additional term.

3. **Purchases of Water from the District by the City for Groundwater Banking, Management, and Extraction**

a. **Surface Water Supply to be delivered by the District to the City**. The District will make available to the City the Surface Water Supply, to consist of a multi-year average of 2,150 acre-feet annually. The Surface Water Supply to the City will not be adjusted based on lands annexed into the City over time nor will it be adjusted to reflect any changes in the City or NKGSA's recommended, targeted, or required contribution to groundwater recharge. The Surface Water Supply shall be used on lands within the City's boundaries and SOI as existing at the time this Agreement is executed by the Parties, as depicted in **Exhibit B**.

b. **Surface Water Supply cost and payment timing**.

i. The annual City Surface Water purchase amount payable to the District is computed by multiplying the District's then-established water service assessment rate for that year times 1,075. For example, if the District's water service assessment rate is \$52.20 in 2022, the City's cost for water that year would be  $\$52.20 \times 1,075 = \$56,115.00$ . Amounts payable to the District pursuant to this Agreement shall be paid by the City at 60% of the total amount due on or before the 20th day of December preceding the Water Year for which such amounts are due, and the remaining 40% shall be paid on or before the 20th day of June during the current Water Year. Consistent with other municipal agreements with neighboring cities, the total annual

payment is due and payable to the District each year by the City regardless of the amount of surface water delivered to or used by the City that year. The 1,075 multiplier used herein is not subject to variation or adjustment based on the annual volume(s) of water made available by the District to the City, but is a fixed constant.

ii. If any payment by the City to the District under this Agreement is not made in full within thirty (30) days of its due date, or if the City is otherwise in breach of any term, agreement, act, or condition to be performed by the City hereunder, then the District may suspend all or any of the rights, deliveries, and permissions given to the City hereunder until such payment is made or breach is corrected by the City, including the withholding of Surface Water Supplies. Should the District be in breach in the performance of any term, agreement, act, or condition to be done or performed by the District, the City may suspend all or any of its rights, duties, or obligations hereunder until such breach by the District is corrected.

c. Alternative pricing if change in District fee/assessment structure. If in the future the District changes the fees/assessments it charges for irrigation water deliveries to its customers, the payments for the Surface Water Supply will accord with the District's new fee/assessment rate structure. If the District adopts a volumetric fee structure, the annual payments due will correspond to the District's volumetric rate multiplied by the amount of acre-feet offered for delivery by the District, plus any other additional fees/assessments.

d. Use of Surface Water Supply delivered to the City by the District

i. The Surface Water Supply shall be diverted into the City's groundwater basins for purposes of groundwater banking and recovery. The City shall not sell, transfer, deliver, or exchange any of the Surface Water Supply without written consent of the District first had and obtained. Should the City fail to use the Surface Water Supply for groundwater banking and subsequent use on lands within the City's *existing* boundaries and *existing* SOI, as depicted in **Exhibit B**, or fail to comply with directives from the NKGSA regarding pumping rates and volumes, or maintenance of certain groundwater levels, the District in its sole and absolute discretion reserves the right to terminate the Agreement, by the written notice procedure described in Section 2 of this Agreement.

ii. At no time will the Surface Water Supply delivered to the City by the District be directly treated and used by the City for municipal, industrial, or residential uses (i.e. the Surface Water Supply must be banked and recovered prior to use). As an exception, if requested of the District by the City, the District would permit the City's pumping of some water directly out of recharge basin(s) for landscaping/irrigation uses by the City, including the blending of such pumped basin water with treated (purple pipe) water, if any, for exclusive use within **Exhibit B** lands.

e. Water Delivery



i. The District shall use reasonable efforts to find and make available for delivery to the City the total volume of the Surface Water Supply. The District shall deliver water to the City at the points shown on **Exhibit B**, and any additional points upon mutual agreement. Water shall be delivered at such times and in amounts that are convenient for the District in its sole discretion. This may include, but is not limited to, during the District's scheduled irrigation water run or during flooding events.

ii. In the event the District determines, in its sole discretion, that delivery of all or any portion of the Surface Water Supply in any given year will interfere with District operations, obligations, or for reasons beyond District control would result in harm to the District or its facilities, the District shall have no obligation to deliver such water to the City during that particular year or portion(s) thereof. Regardless, the City shall pay the annual cost for such water in accordance with the provisions hereof.

iii. In the event the District makes available for diversion/delivery or offers to deliver all or any portion of the Surface Water Supply volume to the City at times or in amounts that do not suit the convenience of the City, or if the City is otherwise unable or refuses to take all or any portion of the Surface Water Supply offered by the District at the times that the District offers it, the District shall have no obligation to deliver such water on behalf of the City at any future date or time, and the City's obligation to make its annual payment called for hereunder shall not be adjusted based on water actually delivered to or accepted by the City. Surface Water Supply that is rejected by the City and not diverted into City basins will neither be included in the reports of Annual target volumes diverted into City basins for recharge nor inure to the credit of the City for its volumetric recharge mandate mutually agreed to by the NKGSA/City as the target recharge volume to achieve groundwater balance and sustainability for the City, even though it will be fully paid for by the City.

iv. The City shall bear all conveyance losses, if any, incurred in the District water system downstream of the applicable point of delivery; provided, that no such losses shall be assessed against the City when the District is simultaneously delivering water to its landowners or water users via the portions of the District water system used to convey the Surface Water Supply, if any, to the points on the District water system where the City will assume physical control of the delivered water.

f. Water Source and Quality. The District may use any source of surface water, including surface water that was banked and recovered from the ground, for delivery of the Surface Water Supply. The City acknowledges that the Surface Water Supply will be "raw," non-potable and untreated. The District is under no obligation to deliver a Surface Water Supply of a particular water quality, and the City may not refuse to pay for the Surface Water Supply or otherwise avoid the terms of this Agreement based on water quality issues associated with the Surface Water Supply.

4. **Water Measurement & Basin Capacities.**



a. Annual Groundwater Extraction Measured. The City will maintain well-calibrated meters to measure its groundwater extraction from wells located within the Kings Basin, and report the instantaneous flow and volume of water extracted by those wells to the NKGSA and the District.

b. Measurement of Deliveries and Basin Capacity. City's initial recharge basin(s) are set forth in **Exhibit C**, attached hereto and incorporated herein by reference. At its expense, the City shall provide, install, and grant the District access to and maintain a flow meter or meters in accordance with District requirements for measurement and reporting of all surface water deliveries by the District to the City and/or its basins. Additionally, the City shall be responsible for maintaining adequately sized recharge facilities that are connected to District facilities/canals and capable of receiving surface water deliveries from the District at times when and in volumes made available by the District. The City's unwillingness to increase basin capacities, location(s) or percolation rates to enable seasonal deliveries of surface waters for recharge when available in order to achieve a multi-year cumulative average of recharged water approximating 2,150 acre-feet annually would constitute a breach under this Agreement.

5. Indemnities; Hold Harmless

a. General Indemnities by the City. The City shall, to the fullest extent permitted by law, be solely responsible for any and all claims by or damage or injury to persons or property that, without sole negligence or willful misconduct on the part of the District, result directly or indirectly from the discharge of any water by the City or its member agencies into District Facilities; the groundwater recharge and recovery of water by the City; or, the acts or omissions of the City, or its member agencies, or any of their officials, officers, employees, contractors, consultants, agents, invitees, or authorized volunteers in performing or carrying out the obligations or rights of the City hereunder. The City shall indemnify, defend and hold the District, and its elected officials, officers, employees, contractors, consultants, agents, invitees, or authorized volunteers (collectively the "Indemnified Parties"), free of and harmless from any fine, civil penalty, loss, cost, damage, or expense, including reasonable attorneys' fees and costs, that may be caused to or incurred by them because of any injury or damage to persons or property arising from the negligence or fault of the City, or its member agencies, or any of their elected officials, officers, employees, contractors, consultants, agents, invitees, or authorized volunteers in connection with: the discharge of any water by the City, or its member agencies, into the District Facilities; the recharge or recovery of water into recharge project facilities/basins; any failure or refusal to observe or perform any term, covenant or condition in this Agreement to be observed or performed on the City's part or those acts or omissions. This indemnification agreement shall not be restricted to any insurance proceeds available to the City and shall survive the termination of this Agreement.

b. The City's Defense of the District. If any action or proceeding is brought against any Indemnified Party in connection with any claim, then the District will use good-faith

efforts to send prompt written notice to the City. At the time the City receives such written notice, the City shall, at the City's sole cost and expense, resist and defend such action or proceeding with legal counsel reasonably acceptable to the District. The City may not admit any liability or enter into any compromise or settlement agreement on any Indemnified Party's behalf without the District's prior written consent, which the District shall not unreasonably withhold, condition, or delay. The District's legal counsel will be permitted to cooperate with the City and its legal counsel and to participate in any action or proceeding brought against any Indemnified Party in connection with any claim.

c. **District's Indemnification Obligations.** The District shall indemnify, and hold the City, and its elected officials, officers, employees, contractors, consultants, agents, invitees, or authorized volunteers free of and harmless from any fine, civil penalty, loss, cost, damage, or expense, including reasonable attorneys' fees and costs, that may be caused to or incurred by them because of any injury or damage to persons or property arising from the negligence or fault of the District, or any of its elected officials, officers, employees, contractors, consultants, agents, invitees, or authorized volunteers in connection with any failure or refusal to observe or perform any term, covenant or condition in this Agreement to be observed or performed on the District's part or those acts or omissions.

6. **Notices.** All notices required or permitted by this Agreement or applicable law shall be in writing and may be delivered in person (by hand or by overnight courier) or may be sent by regular mail or certified or registered mail or U.S. Postal Service Express Mail, with postage prepaid, or by facsimile transmission, and shall be deemed sufficiently given if served in a manner specified in this Section 6. The addresses noted below shall be that Party's address for delivery or mailing of notices.

To District:                Fresno Irrigation District  
                                     2907 S. Maple Avenue  
                                     Fresno, CA 93725-2208  
                                     Attn: General Manager

To City:                     City of Kerman  
                                     850 S Madera Ave,  
                                     Kerman, CA 93630  
                                     Attn: City Manager

Either Party may by written notice to the other specify a different address for notice.

7. **Amendment to Agreement.** No modification of, deletion from, or addition to this Agreement shall be effective unless made in writing and executed by both the City and the District.



8. **Further Actions.** Both Parties shall cooperate and take such further action as may be necessary or convenient to the performance of this Agreement.

9. **Relationship of Agreement to Other Obligations.** This Agreement shall be at all times subject to all of the terms and conditions of the following contractual agreements, and regulatory/operational oversight of Pine Flat Dam. Collectively, these are referred to as the "Senior Commitments," and in no event shall the District be required to deliver water or take any other action in contravention of the Senior Commitments. To the extent that any provision contained in this Agreement is inconsistent with any term or condition of the Senior Commitments, that contrary provision of this Agreement shall be subordinate to the Senior Commitments or, if subordination does not resolve such inconsistency, such contrary provision shall be unenforceable.

The Senior Commitments include:

(a) Kings River Water Association Agreements aka "Blue Book," and any court or administrative rulings affecting the water rights of the member agencies in the Kings River Water Association (KRWA);

(b) Contract dated December 22, 2010 between District and the United States of America identified as Contract No. 14-06-200-1122D ("District's Bureau Contract") pursuant to which District is entitled to purchase certain water from the United States; and

(c) The operation of Pine Flat Dam by the U.S. Corps of Army Engineers, the operation and oversight of the State of California and the U.S. Government affecting State and Central Valley Project waters, dams, licenses, canals, and other societal interests, including but not limited to the Bureau of Reclamation, federal and state fish and game agencies, the State Water Resources Control Board, etc.

10. **No Water Rights Created.**

The City acknowledges herein that it has no historic or current rights to any Central Valley Project or Kings River Supply under this Agreement other than those contractual rights provided for herein, which are neither water rights nor water entitlements. Nothing in this Agreement authorizes or shall be construed or deemed to constitute the sale or transfer of a water right from either Party to the other, and nothing in this Agreement shall constitute the dedication by either Party of water or water storage to a public use. No right in or to any water, storage, or other water right owned by the District or the City shall be acquired or lost by virtue of this Agreement or the actions contemplated hereby. At no time shall the City make any claim, assert any right, or otherwise seek, confirm, or perfect in any forum any legal or beneficial interest, right, or title to any of District's water supply or storage rights. The City will not acquire any permanent right to the delivery or diversion of any water made available by the District pursuant to this Agreement.

Nothing in this Agreement is intended to or will be construed to act as a forfeiture, diminution, or impairment of any water right of the District.

11. **Protection and Acknowledgement of District Facilities.** The City shall not permit the development of any parcel of land or the use of any easements (including a public utility easements) affecting land within its boundaries, if any, on which any portion of the District Water System is located until and unless the landowner and/or the developer enters into written agreements acceptable to the District for the acknowledgment, restatement, granting, or clarification of use and access to, operation of, repair, rehabilitation, relocation, replacement, reconfiguration, or pipelining of the District Water System facilities on the parcel, and on any adjacent parcels, all as the District determines is necessary or appropriate in order to: (i) avoid disruption of District operations or maintenance activities as a result of the development; (ii) make District facilities suitable for operation within a developed area, establish and acknowledge the District's historic and future rights to operate, access, upgrade, and maintain such facilities; or (iii) address public safety concerns as determined by the District.

13. **Dispute Resolution.**

a. District and City staff shall exercise every effort to resolve disputes through the development of a consensus.

b. To the extent District and City staff cannot promptly resolve an issue in dispute; the parties shall promptly convene a meeting of senior Party representatives to attempt to resolve the dispute. Either Party may request a dispute resolution meeting pursuant to this section by providing written notice to the other Party, including a summary of the issue in dispute. District representatives shall be its Board chair or president and another Board member. City representatives shall be the Mayor and City Council President. These senior Party representatives shall make every reasonable effort to meet as frequently and as promptly as possible to negotiate the terms and conditions of a resolution. If these Party representatives are unable to resolve the dispute through this informal process within a reasonable period, either Party may pursue any remedy it may have under law or equity. Nothing in this paragraph will be construed to create any right to arbitration.

c. The dispute resolution process described above shall be limited to material disputes hereunder as determined by the Parties.

d. In cases where a dispute arises between the Parties that, if unresolved, may result in imminent danger to the public health, safety, or welfare, the Parties shall not be subject to the provisions of this section.

14. **Defense of Agreement.** In the event of litigation challenging compliance with CEQA or any other aspect of this Agreement, the Parties shall cooperate to provide a joint defense of the litigation. Each Party shall bear its own costs of such litigation, including attorneys' fees and expert witness fees incurred in defending against any litigation challenging this Agreement on any



grounds. However, if any CEQA challenge arises out of the determinations and conclusions by the City that there is no possibility that the execution and implementation of this Agreement may have a significant effect on the environment, where the City has determined that this Agreement is exempt from CEQA pursuant to CEQA Guideline Section 15061(b)(3); or, that the City has reviewed the potential environmental impacts of the execution and implementation of this Agreement and determines that the requirements of CEQA have been met, then the City, as the lead agency for CEQA purposes, shall coordinate and oversee the joint defense and shall pay the attorneys' fees and expert witness fees singularly without contribution from the District.

15. **Approvals.** Except as expressly provided in this Agreement, compliance with all legal/regulatory requirements and governmental or other third-party restrictions on the use or delivery of the City's surface water to the City's water users shall be the responsibility of the City. The District shall be excused from delivering any water supply under this Agreement if, by so doing, the District would become subject to additional legal requirements or third-party restrictions imposed on deliveries of water to the City's water users.

16. **Entire Agreement.** This Agreement, and each of the exhibits referred to herein, constitutes the entire agreement between the Parties pertaining to the settlement of disputes and obligations between them. This Agreement supersedes all prior and contemporaneous agreements, representations, and/or obligations concerning those obligations which are merged into this Agreement. Each Party has made its own independent investigation of the matters settled and is not relying upon any representation not specified herein.

17. **Applicable Law.** This Agreement shall be construed under and shall be governed by the laws of the State of California. Any action to interpret or enforce any aspect of this Agreement shall be brought in the California Superior Court of Fresno County, California. The City and the District 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.

18. **Construction of Agreement.** This Agreement is the product of a deliberative process involving the Parties and their legal counsel, including engaging in the give-and-take process of negotiation and preparation by and among each Party hereto and its attorneys, and the Parties agree that this Agreement shall not be deemed to have been prepared or drafted by any one Party. Accordingly, the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement.

19. **Counterparts.** This Agreement may be signed in any number of counterparts by the Parties, each of which shall be deemed to be an original, and all of which together shall be deemed one and the same instrument. Facsimile or other electronic signatures shall be binding.

20. **Binding Effect.** This Agreement shall be of binding legal effect only when it has been executed by all the Parties. No rights or duties under this Agreement may be assigned or delegated by a Party without the express written consent of the other Party, which may be withheld

in the sole and absolute discretion of such other Party. Subject to the foregoing, this Agreement shall be binding upon and inure to the benefit of the successors and assigns of the Parties.

21. **Attorneys' Fees.** In the event of any action between the Parties seeking enforcement or interpretation of any of the terms and conditions of this Agreement, the prevailing Party in such action shall be awarded, in addition to damages, injunctive or other relief, its reasonable costs and expenses, including, but not limited to, taxable costs and reasonable attorneys' and experts' fees.

22. **Severability.** Subject to the Parties' rights under of this Agreement, if any provision of this Agreement is determined by a court of competent jurisdiction to be invalid, illegal, or unenforceable, such provision shall be automatically reformed to be valid, legal, and enforceable to the maximum extent permitted and the balance of this Agreement shall remain in full force and effect notwithstanding such invalidity, illegality, or unenforceability.

23. **No Third-Party Beneficiaries.** This Agreement does not create and shall not be construed to create any rights enforceable by any person, partnership, corporation, joint venture, limited liability company, district, or other form of organization or association of any kind that is not a party. Without limiting the generality of the foregoing, landowners, residents, water users and ratepayers of the Parties are not intended to be third-party beneficiaries of this Agreement. The District has no fiduciary duty to the City because of this or any other Agreement between the Parties.

24. **Force Majeure.** Notwithstanding any other provision of this Agreement, neither Party shall be liable for any failure to perform resulting from any cause outside the reasonable control of that Party. For purposes of this Agreement, routine and emergency repairs and maintenance of the District Water System shall be deemed causes outside of the reasonable control of the District (including without limitation the annual shut down of certain canals for maintenance), provided that the District shall use reasonable efforts to schedule routine maintenance to avoid interference with deliveries of the City's surface water.

25. **Authority.** Each of the signatories hereto warrant and represent that he or she is competent and authorized to enter into this agreement on behalf of the Party for whom he or she purports to represent.

IN WITNESS WHEREOF, the Parties have executed this Agreement as of the Effective Date set forth above.

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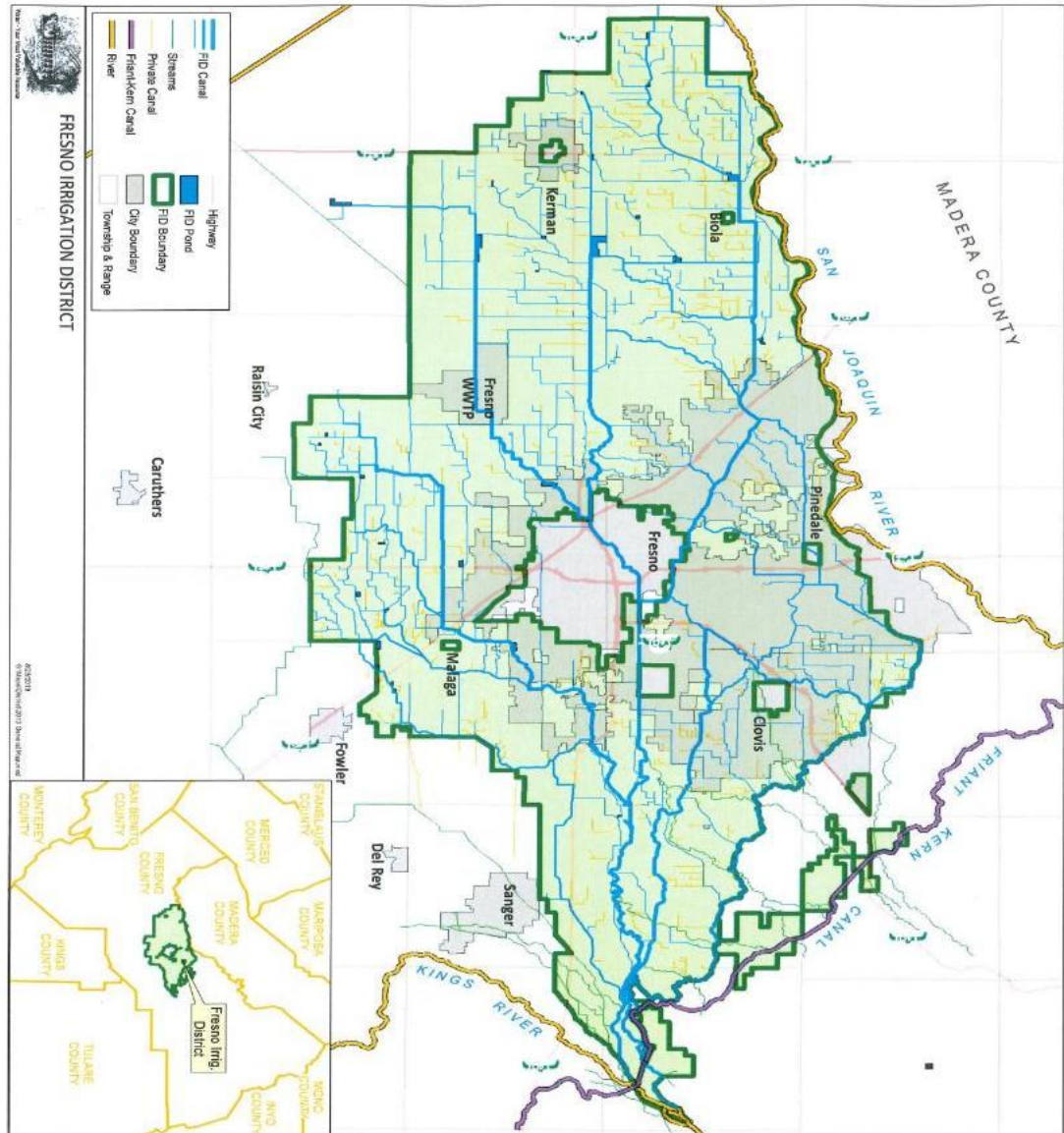
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*[Signatures on the following page]*

<p><b>“District”</b> FRESNO IRRIGATION DISTRICT, a California irrigation district</p> <p>By: _____ Ryan Jacobsen, President</p> <p>By _____ Bill Stretch, Secretary</p>	<p><b>“City”</b> City of Kerman, California</p> <p>By: _____</p> <p>By: _____</p>
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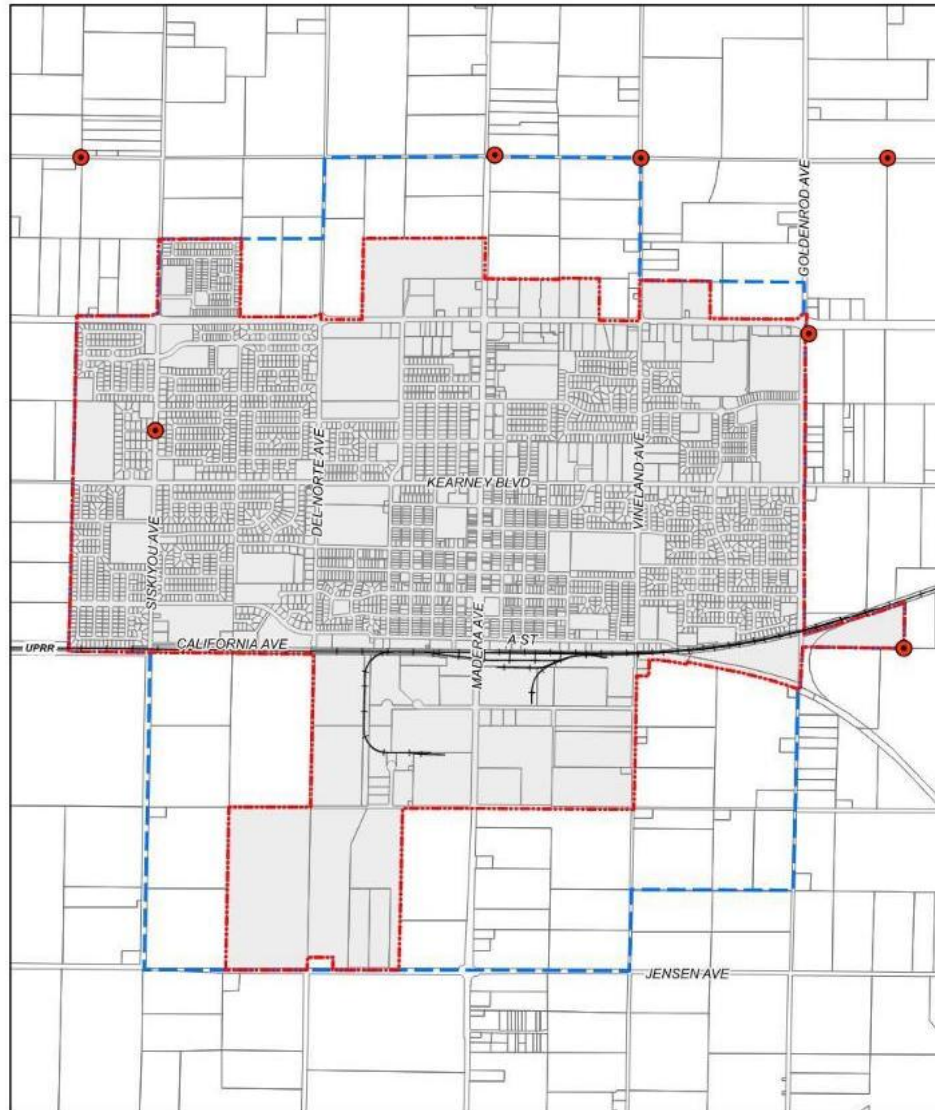






**EXHIBIT A- FID Boundary**






**EXHIBIT B – City Boundaries and Sphere of Influence**



  Surface Water Delivery Point  City Limits  Sphere of Influence

0 1,000 2,000 Feet  
1 inch = 2,000 feet

**Exhibit B** 

**EXHIBIT C**

