## CORCORAN CITY COUNCIL, JOINT POWERS FINANCE AUTHORITY, SUCCESSOR AGENCY FOR CORCORAN RDA, & HOUSING AUTHORITY AGENDA

Tuesday, May 26, 2020 5:30 P.M

### \*\*\*\*\* NOTICE \*\*\*\*\*

IN RESPONSE TO THE ONGOING EFFORTS TO LIMIT GROUP GATHERINGS THE CORCORAN CITY COUNCIL MEETING WILL BE HELD VIA A CONFERENCE CALL

TO ACCESS THE MEETING, PLEASE USE THE FOLLOWING:

Dial-in Number: 1-712-775-7031

Access Code: 962-899#

<u>Public Inspection:</u> A detailed City Council packet is available for review at the City Clerk's Office, located at Corcoran City Hall, 832 Whitley Avenue.

Notice of ADA Compliance: In compliance with the Americans with Disabilities Act, if you need assistance to participate in this meeting, please contact the City Clerks Office at (559) 992-2151.

<u>Public Comment:</u> Members of the audience may address the Council on non-agenda items; however, in accordance with government code section 54954.2, the Council may not (except in very specific instances) take action on an item not appearing on the posted agenda.

This is the time for members of the public to comment on any matter within the jurisdiction of the Corcoran City Council. This is also the public's opportunity to request that a Consent Calendar item be removed from that section and made a regular agenda item. The councilmembers ask that you keep your comments brief and positive. Creative criticism, presented with appropriate courtesy, is welcome.

After receiving recognition from the chair, speakers shall state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

<u>Consent Calendar</u>: All items listed under the consent calendar are considered to be routine and will be enacted by one motion. If anyone desires discussion of any item on the consent calendar, the item can be removed at the request of any member of the City Council and made a part of the regular agenda.

ROLL CALL

Mayor:

Sidonio "Sid" Palmerin

Vice Mayor:

Patricia Nolen Greg Ojeda

Council Member:
Council Member:

Jerry Robertson

Council Member:

Jeanette Zamora-Bragg

#### INVOCATION

#### **FLAG SALUTE**

#### 1. PUBLIC DISCUSSION

#### 2. CONSENT CALENDAR (VV)

- **2-A.** Approval of minutes of the meeting of the City Council on May 12, 2020.
- **2-B.** Authorization to read ordinances and resolutions by title only.

#### 3. <u>APPROPRIATIONS</u> (VV)

Approval of Warrant Register dated May 26, 2020. (Ruiz-Nuñez) (VV)

4.	PRE	SENTATIONS – None										
5.	PUB	LIC HEARINGS – None										
6.	WRI	TTEN COMMUNICATIONS – None										
7.	STA	FF REPORTS										
	7-A.	Consider the purchase of new firearms and related equipment. (Cramer) (VV)										
	7- <b>B</b> .	Authorize staff to complete repairs to the rectangular clarifier at the Wastewater Treatment Facility. (Faulkner) (VV)										
	7-C.	Authorize staff to purchase a truck from Richard's Chevrolet. (Shortnacy) (VV).										
	7-D.	Approve Resolution No. 3026 regarding Final Map and Subdivision Improvement agreement for Tract Map 878. (Tromborg) (VV)										
	7-E.	Provide direction for late fees on utility bills. (Ruiz-Nuñez) (VV)										
	7-F.	Consider Resolution No. 3027 and Resolution No. 2020-01 regarding proceeds from the sale of the Corcoran Business Park lots. (Meik) (VV)										
8.	MAT	TERS FOR MAYOR AND COUNCIL										
	8-A. 8-B. 8-C.	Information Items Staff Referral Items - Items of Interest (Non-action items the Council may wish to discuss) Committee Reports										
9.	CLO	SED SESSION										
	9-A.	<b>CONFERENCE WITH LABOR NEGOTIATOR(S)</b> (Government Code § 54957.6). It is the intention of this governing body to meet in closed-session to review its position and to instruct is designated representatives:										
		<ul> <li>□ Designated representatives:</li> <li>□ Name of employee organization: _Unrepresented Management</li> <li>Employees, CLOCEA, Local 39, Corcoran POA</li> <li>□ Position title(s) of unrepresented employee(s): _ City Manager</li> </ul>										
	9-B.	CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:										
		Name of Case: City of Corcoran v. Curtimade Dairy Inc.										

#### 9-C. CONFERENCE WITH LEGAL COUNSEL-EXISTING LITIGATION

With respect to every item of business to be discussed in closed session pursuant to Section 54956.9:

Name of Case:

Curtimade Dairy Inc. vs. City of Corcoran

Case No. 282532

#### 10. ADJOURNMENT

I certify that I caused this Agenda of the Corcoran City Council meeting to be posted at the City Council Chambers, 1015 Chittenden Avenue on May 22, 2020.

Marlene Spain, City Clerk

## MINUTES CORCORAN CITY COUNCIL, JOINT POWERS FINANCE AUTHORITY, SUCCESSOR AGENCY FOR CORCORAN RDA, & HOUSING AUTHORITY

#### Tuesday, May 12, 2020

The regular session of the Corcoran City Council was called to order by Mayor Palmerin, in the Corcoran City Hall, 832 Whitley Avenue, Corcoran, CA at 5:30 P.M.

**ROLL CALL** 

Councilmembers present:

Patricia Nolen and Sidonio Palmerin

Councilmembers present

By phone:

Greg Ojeda, Jerry Robertson and Jeanette Zamora-Bragg

Councilmembers absent:

Staff present at City Hall:

Kindon Meik, Kevin Tromborg, and Marlene Spain

Staff present by phone:

Joseph Beery, Joseph Faulkner, Soledad Ruiz-Nuñez and

Reuben Shortnacy

Press present:

- None

INVOCATION

- None

**FLAG SALUTE** 

- None

1. PUBLIC DISCUSSION

- None

#### 2. CONSENT CALENDAR

Following Council discussion a **motion** was made Nolen and seconded Ojeda to approve the Consent Calendar. Motion carried by the following vote:

**AYES:** 

Nolen, Ojeda, Palmerin, Robertson, and Zamora-Bragg

NOES:

**ABSENT:** 

#### 3. <u>APPROPRIATIONS</u>

Following Council discussion a **motion** was made by Zamora-Bragg and seconded by Ojeda to approve the Warrant Register for May 12, 2020. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson, and Zamora-Bragg

NOES: ABSENT:

ABSTAIN: Palmerin abstained from warrant regiser #2 line #58

#### 4. PRESENTATIONS

4-A. Jennifer Meza with PARS and Toni Milazzo with High Mark Capital, presented on the PARS Section 115 account and reported on the status and performance of the investment fund.

**4-B.** Josh Giosa with Price Paige and Company, presented the Audit for Fiscal Year 2019 for the period of July 1, 2018 to June 30, 2019.

#### 5. PUBLIC HEARINGS

Public Hearing to discuss submittal of a 2020 Over the Counter Community Development Block Grant Application and approval of Resolution No. 3023 and Resolution No. 3024 was declared open at 6:39 p.m. Mr. Tromborg presented the staff report. There being no written testimony or oral testimony the public hearing was declared closed at 6:44 p.m.

Following Council discussion a **motion** was made by Nolen and seconded by Zamora-Bragg to approve the Community Development Block Grant Application and approval of Resolution No. 3023 and Resolution No. 3024. Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson, and Zamora-Bragg

NOES: ABSENT: ABSTAIN:

#### 6. WRITTEN COMUNICATIONS – None

#### 7. STAFF REPORTS

**7-A.** Following Council discussion a **motion** was made by Zamora-Bragg and seconded by Ojeda to approve Resolution No. 3022 to submit application for a Local Early Action Planning (LEAP Grant). Motion carried by the following vote:

AYES: Nolen, Ojeda, Palmerin, Robertson, and Zamora-Bragg

NOES: ABSENT: ABSTAIN:

#### 8. MATTERS FOR MAYOR AND COUNCIL

**8-A.** Councilman Robertson reported that he and the City Manager have been discussion an initiative to further work with other cities in KWRA to consider options that will provide long range opportunities for the benefit of KWRA members.

Vice-Mayor Nolen reported that KCAO is continuing its efforts to help residents in Kings County during the COVID-19 crisis.

- **8-B.** Staff received referral items.
- **8-C.** Committee reports.

#### **CLOSED SESSION**

At 6:55 p.m. Council recessed to closed session pursuant to:

#### 8. CLOSED SESSION

9-A.	54957.6). It	t is the intention of the	OR NEGOTIATOR(S) (Government Code § his governing body to meet in closed-session to et is designated representatives:
	Nam CLO	CEA, Local 39, Cor	nization: _Unrepresented Management Employees,
9-B.		exposure to litigation	L COUNSEL-ANTICIPATED LITIGATION n pursuant to paragraph (2) or (3) of subdivision (d)
	Number of p	ootential cases:	Two cases.
9-С.		t to every item of bu	L COUNSEL-EXISTING LITIGATION usiness to be discussed in closed session pursuant to
	Name of Ca	se:	City of Corcoran v. Curtimade Dairy Inc. Case No. 27661

The regular meeting was reconvened at 8:15 p.m.

ADJOURNMENT	8:17 P.M.	
		Sid Palmerin, Mayor
Marlene Spain, City Clerk		
A DDD OVER	n nate.	

STAFF REPORT ITEM #: 3

#### **MEMORANDUM**

TO:

City Council

FROM:

Soledad Ruiz-Nunez, Finance Director

DATE:

May 26, 2020

**MEETING DATE:** May 26,, 2020

**SUBJECT:** 

Warrant Register

#### Recommendation:

Consider approval of the warrant register(s).

#### Discussion:

The attached appropriations are for services and supplies utilized by City Departments in order to maintain services for the community. The warrant register(s) will be reviewed at the upcoming meeting and staff can address any questions from Council Members.

#### **Budget Impact:**

The warrant register includes expenses approved in the Fiscal Year 2019/2020 Budget and may include items which will be addressed through Budget Amendments.

#### **Attachments:**

Warrant Register #1 for warrant request date: 05/26/2020

#### Accounts Payable

#### Blanket Voucher Approval Document

User:

spineda

Printed:

05/20/2020 - 5:21PM

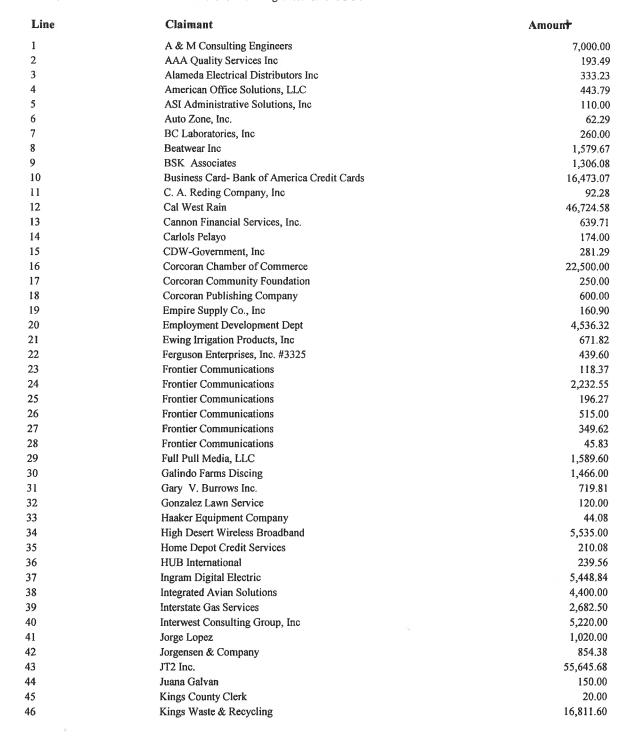
Warrant Request Date:

5/26/2020

DAC Fund:

Batch:

00503.05.2020 - Wrnt Rgstr 05/26/2020 FY2





47	Lowe's	3.27
48	Matson Alarm Co. Inc.	120.50
49	Miguel Meneses	440.00
50	Nolan's Plumbing	4,704.00
51	Nutrien AG Solutions, Inc.	160.88
52	Office Depot	517.47
53	Oliver Whitaker Co.	216.34
54	PG&E	14.12
55	Price, Paige & Company	1,179.00
56	Proclean Supply	394.14
57	Prudential Overall Supply	323.88
58	Quad Knopf, Inc.	2,673.00
59	Quadient	1,060.19
60	Quadient Leasing USA, Inc.	1,202.62
61	Quality Pool Service	1,174.75
62	Radius Tire Co.	50.00
63	Reliable Status Towing	240.00
64	Richard A. Blak, PhD	400.00
65	Sawtelle & Rosprim Hardware, Inc.	483.01
66	Self Help Enterprises	250.00
67	Sherwin Willliams Co	43.56
68	Speedo Check	516.00
69	T&T Valve and Instruments, Inc.	3,222.35
70	Terminix	55.00
71	TF Tire & Service	365.60
72	The Gas Company	22.94
73	The Gas Company	16.45
74	The Gas Company	46.41
75	The Gas Company	108.16
76	The Gas Company	77.96
77	The Printer	952.69
78	Trans Union LLC	65.86
79	TSA Consulting Group, Inc.	50.00
80	Tule Trash Company	123,781.55
81	UNIFIRST Corporation	1,217.79
82	US Bank Equipment Finance	177.82
83	Verizon Wireless	731.31
84	Verizon Wireless	208.05
85	W3i Engineering	18,400.00
86	Wells Fargo Bank, N.A.	4,730.40
87	Wood Rogers, Inc.	5,997.00
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Page Total:

\$176,394.07

Grand Total:

\$386,860.96

# Accounts Payable

# Voucher Approval List

Printed: Batch: User:

spineda 05/20/2020 - 5:23PM 00503.05.2020 - Wmt Rgstr 05/26/2020 FY20

Warrant Date	Vendor	Description	Account Number	Amount tunous
5/26/2020	A & M Consulting Engineers	GEN MEETING	104-406 300 200	
5/26/2020	A & M Consulting Engineers	ADV HFALTHILA	200-200-200	155.00
5/26/2020	A & M Consulting Engineers	SUPERWAY GRANDS BY AN DEVIEW	104-406-300-200	77.50
5/26/2020	A & M Consulting Engineers	ATT CASC TO COME THE CONTRACT OF THE CONTRACT	104-406-300-200	1,240.00
0/02/2020	A & M Committee Training	AIF CICLES GRANI APPLICATION	104-406-300-200	232.50
505000	A & IM Consuming Engineers	JESUS SERNA	104-406-300-200	232.50
3/20/2020	A & M Consulting Engineers	ARC GIS WORK/SIDEWALKS	104-406-300-200	852.50
5/26/2020	A & M Consulting Engineers	CORCORAN ROADWAY SAFETY PLAN GRANT: SSARP L-5223 109-434-300-200	3 109-434-300-200	3 410 00
5/26/2020	A & M Consulting Engineers	IMPROVEMENTS TO COUNCIL CHAMBERS MEASURE A	138-419-300-208	\$00.00
5/26/2020	AAA Quality Services Inc	PORTABLE RESTOCOMS AT MAROOT PARK DUE TO COVID (104-412-300-216	(104-412-300-216	102.40
5/26/2020	Alameda Electrical Distributors Inc	LED LIGHT FIXTURES FOR DECORATIVE LIGHTS AT CHRISTN 104-412-300-210	T 104-412-300-210	333 73
5/26/2020	American Office Solutions, LLC	COMPUTER FOR FRONT COUNTER	104-405-300-150	02.555
5/26/2020	American Office Solutions, LLC	PW JOE FAULKNER COMPUTER ISSUES	104-431-300-200	227.30
5/26/2020	ASI Administrative Solutions, Inc	COBRA ADMIN APRIL 2020	104-402-300-200	110.00
5/26/2020	Auto Zone, Inc.	MAINT PARTS/UNIT#271	104-421-300-260	2 01
5/26/2020	Auto Zone, Inc.	MAINT PARTS/UNIT#271	104-421-300-260	23.27
5/26/2020	Auto Zone, Inc.	MAINT PARTS/UNIT#252	104-421-300-260	23.27
5/26/2020	Auto Zone, Inc.	BUS 215 AIR FILTER, OIL FILTER	145-410-300-260	24.33
5/26/2020	BC Laboratories, Inc	MONTHLY ARSENIC TESTING SAMPLES	120-435-300-200	120.00
5/26/2020	BC Laboratories, Inc	MONTHLY ARSENIC TESTING SAMPLES	120-435-300-200	130.00
5/26/2020	Beatwear Inc	NEW HIRE UNIFORMS/ G GILBERT	104-421-300-230	1 200 00
5/26/2020	Beatwear Inc	PD EMPLOYEE POLO SHIRTS	104-421-300-230	379.67
5/26/2020	BSK Associates	ANNUAL GROUNDWATER SAMPLES	120-435-300-200	10.275
5/26/2020	BSK Associates	PLANT INF/EFF/LAGOON	120-435-300-200	734 00
5/26/2020	Business Card- Bank of America Credit Cards USPS MAILING	: Cards USPS MAILING	104-431-300-210	814.42
5/26/2020	Business Card- Bank of America Credi	Business Card- Bank of America Credit Cards CEASAR CHAVEZ PARK FOUNTAIN-MEASURE A	138-419-300-207	25.7.12
5/26/2020	Business Card- Bank of America Credi	Business Card-Bank of America Credit Cards BASKETBALL COURT @ OREGON AVE BASIN MEASURE A	138-419-300-207	2,23,11
5/26/2020	Business Card- Bank of America Credit Cards FUEL FOR DC UNIT	Cards FUEL FOR DC UNIT	104-421-300-250	93.40
5/26/2020	Business Card- Bank of America Credit Cards ADOBE ACROBAT	Cards ADOBE ACROBAT	104-431-300-200	12.90
5/26/2020	Business Card- Bank of America Credii	Business Card- Bank of America Credit Cards HARBOR FREIGHT 72" TOOLBOX FOR SHOP	104-433-300-210	1 002 40
5/26/2020	Business Card- Bank of America Credii	Business Card-Bank of America Credit Cards RETURN HARBOR FREIGHT 72" TOOLBOX FOR SHOP	104-433-300-210	1,082.49
5/26/2020	Business Card- Bank of America Credit Cards CELLPHONE CASE -2 PCS	Cards CELLPHONE CASE -2 PCS	104-406-300-210	17 66
5/26/2020	Business Card- Bank of America Credii	Business Card-Bank of America Credit Cards ZOOM MEETING ACCOUNT FOR COUNCIL MEETINGS	104-401-300-210	149.90
5/26/2020	Business Card- Bank of America Credii	Business Card-Bank of America Credit Cards DEVELOPCORCORAN.COM HOSTING FEE	104-401-300-156	156.00
5/26/2020	Business Card- Bank of America Credi	Business Card-Bank of America Credit Cards DEVELOPCORCORAN.COM HOSTING FEE	104-401-300-156	14.95



87 876	203.00	16.90	521.69	93.01	41.82	411.34	14.06	53,35	450.00	144.00	100.00	100.00	1.549.13	12.87	27.39	61.08	304.41	13.63	37.62	181.84	139.64	41.55	1.00	2,500.00	573.17	2,411.04	291.09	246.20	34.95	92.28	46,724.58	639.71	174.00	281.29	7,500.00	7,500.00	7,500.00	250.00	150.00	150.00	150.00	150.00	160.90	719.41
104-406-300-210		104-406-300-170	104-406-300-170	104-405-300-150	104-432-300-210	104-432-300-210	104-421-300-210	104-421-300-150	104-421-300-200	104-421-300-200	104-421-300-200	104-421-300-200	315-421-300-200	104-432-300-150	104-421-300-150	104-421-300-150	104-421-300-210	104-421-300-150	104-421-300-150	104-421-300-210	104-421-300-210	104-421-300-250	104-421-300-181	104-432-300-200	104-421-300-200	104-421-300-200	104-432-300-220	120-435-300-220	104-401-300-157	105-437-300-180	105-437-300-140	104-432-300-180	301-430-366-100	104-431-300-210	104-401-300-207	104-401-300-207	104-401-300-207	331-425-300-210	3C 1104-406-300-156	104-406-300-156	104-406-300-156	104-406-300-156	104-432-300-210	PE 104-405-300-200
ca Credit Cards CALIFORNIA ENVTL LAW & POLICY	and the state of t	ica Credit Cards CA LAND USE 371H ED EPOCH TIMES SUBS	Business Card- Bank of America Credit Cards NATL FIRE PROTECTION ASSOC (NPFA) 3 BKS	Business Card- Bank of America Credit Cards MEMORY KET FOR LISA M COMPUTER	Business Card-Bank of America Credit Cards MOUNT FOR NEW CITY ROUTER	ards NEW CITY ROUTER	Business Card-Bank of America Credit Cards AMAZON/PRIME MEMEBERSHIP	ca Credit Cards AMAZON/OFFICE SUPPLIES	Business Card-Bank of America Credit Cards LEXIS NEXIS BACKGROUND SVCS	Business Card-Bank of America Credit Cards LOGMEIN/GOTOMEETING SUBSC	Business Card-Bank of America Credit Cards LEMOORE SPORTSMANS/CHEE RANGE	Business Card-Bank of America Credit Cards LEMOORE SPORTSMANS/AUGUSTUS RANGE	Business Card- Bank of America Credit Cards TANGRAM/NEW PD FURNITURE ITEMS	ards AMAZON OFFICE SUPPLIES	ards AMAZON OFFICE SUPPLIES	ards AMAZON OFFICE SUPPLIES	ards EVIDENT/ EVIDENCE SUPPLIES	ards AMAZON OFFICE SUPPLIES	ards AMAZON EVIDENCE SUPPLIES	ards ALPHA CARD/ID MAKER ITEMS	ards LOWES/FRIDGE	ards FUEL FOR CHIEF UNIT	Business Card-Bank of America Credit Cards CITY OF CORCORAN /NEW CC MACHINE	Business Card-Bank of America Credit Cards PEST CONTROL @ CITY HALL-BATS	ards COMCAST PD ACCOUNT	ards COMCAST PD ACCOUNT	ards COMCAST ACCT#1872	ards COMCAST ACCT#77130	ards EARTHLINK	COPIER LEASE WTP	WELL #11-DEVELOPMENT & TESTING	CONTRACT & INSURANCE CHARGE & USAGE	REFUND FOR EXCESS LOAN PAYMENT 1422 HALL AVE.	ADOBE ACROBAT CYNTHIA	OCT TO DEC 2019	JAN TO MAR 2020	APR TO JUNE 2020	SOBER GRAD DONATION	PHN RE ZONE TEXT CHANGE INSTALL WATER MTR TO SEC 1104-406-300-156	PHN RE SEWER LINE REPLC	PHN RE TPM 20-01	PHN RE NEGATIVE DECLARATION OTIS & ORANGE	A/C FILTERS FOR CITY HALL	PENALTY & LATE FEE FOR PAYROLL TAXES -STATE/SDI PPE 104-405-300-200
Business Card- Bank of America Credit C.	Business Card. Bank of America	Busiless Card- Bank of America Credit Ci	Business Card- Bank of America Credit C	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Cards NEW CITY ROUTER	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	Business Card- Bank of America Credit Cards AMAZON OFFICE SUPPLIES	Business Card- Bank of America Credit Cards EVIDENT/ EVIDENCE SUPPLIES	Business Card-Bank of America Credit Cards AMAZON OFFICE SUPPLIES	Business Card-Bank of America Credit Cards AMAZON EVIDENCE SUPPLIES	Business Card- Bank of America Credit Cards ALPHA CARD/ ID MAKER ITEMS	Business Card- Bank of America Credit Cards LOWES/FRIDGE	Business Card- Bank of America Credit Cards FUEL FOR CHIEF UNIT	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Ca	Business Card- Bank of America Credit Cards COMCAST PD ACCOUNT	Business Card-Bank of America Credit Cards COMCAST PD ACCOUNT	Business Card- Bank of America Credit Cards COMCAST ACCT#1872	Business Card- Bank of America Credit Cards COMCAST ACCT#77130	Business Card- Bank of America Credit Cards EARTHLINK	C. A. Reding Company, Inc	Cal West Rain	Cannon Financial Services, Inc.	Carlols Pelayo	CDW-Government, Inc	Corcoran Chamber of Commerce	Corcoran Chamber of Commerce	Corcoran Chamber of Commerce	Corcoran Community Foundation	Corcoran Publishing Company,	Corcoran Publishing Company	Corcoran Publishing Company	Corcoran Publishing Company	Empire Supply Co., Inc	Employment Development Dept
5/26/2020	5/26/2020	0707070	07070705	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020

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1104 401 000 104	104-421-200-131	104-412-300-210	105-437-300-210	104-432-300-220	104-432-300-220	136-415-300-220	105 427 300 220	104 431 200-220	104-421-300-220	104-432-300-220	104-421-300-260	104-421-300-260	313-605-300-200	313-605-300-200	313-605-300-200	313-605-300-200	313-605-300-200	104-406-300-198	105-437-300-250	109-434-300-250	104-406-300-198	104-406-300-198	120-435-300-140	104-432-300-201	104-432-300-210	5104-412-300-200	104-000-362-085	7.109-434-500-540	120 420 300 340	138-419-300-206	112-438-300-200	104-406-300-200	105-437-300-200	120-435-300-140	120-435-300-140	109-434-300-214	109-434-300-214	109-434-200-125	301-430-300-200	112-436-300-192	112-436-300-192	112-436-300-192	104-412-300-210	104-432-300-200	111-601-300-202	111-601-300-202
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5/26/2020	5/26/2020	5/26/2020	5/26/2020	0707/97/5	5.0502020	0707/507/5	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	2/26/2020	0707/77/2	3/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	50505050	5/26/2020	5/26/2020	5/26/2020	3/20/2020	2/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020

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2707070	Nutriell Act Solutions, Inc.	ROUND UP/WEEDSPRAY	105-437-300-210	160.88
07/07/07/0	Office Depot	OFFICE SUPPLIES	104-402-300-210	2.94
5/26/2020	Office Depot	OFFICE SUPPLIES	104-406-300-210	0.91
5/26/2020	Office Depot	OFFICE SUPPLIES	104-402-300-210	39.22
5/26/2020	Office Depot	OFFICE SUPPLIES	104-406-300-210	10.83
5/26/2020	Office Depot	OFFICE SUPPLIES	104-432-300-210	21.17
5/26/2020	Office Depot	OFFICE SUPPLIES	104-405-300-150	27.02
5/26/2020	Office Depot	OFFICE SUPPLIES	104-402-300-210	20.56
5/26/2020	Office Depot	OFFICE SUPPLIES	104-402-300-210	49.11
5/26/2020	Office Depot	OFFICE SUPPLIES	104-402-300-210	21.23
5/26/2020	Office Depot	OFFICE SUPPLES	104-421-300-150	55.66
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5/26/2020	Office Depot	OFFICE SUPPLIES	104-406-300-210	78 19
5/26/2020	Oliver Whitaker Co.	ALTERNATOR UNIT#117	2	21634
5/26/2020	PG&E	ACCT#86707342837	301-430-300-316	14.12
5/26/2020	Price, Paige & Company	CONSULTANT WORK BANK RECON	104-405-300-200	1.179.00
5/26/2020	Proclean Supply	JANITORIAL SUPPLIES	104-432-300-210	246.51
5/26/2020	Proclean Supply	CARPET CLEANER SOLUTION FOR BLDGS.	104-432-300-210	147.63
5/26/2020	Prudential Overall Supply	INV#80692234 & 80691074	104-432-300-200	34.85
5/26/2020	Prudential Overall Supply	INV#80692234 & 80691074-RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	25.78
5/26/2020	Prudential Overall Supply	INV#80692234 & 80691074-RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	112.48
5/26/2020	Prudential Overall Supply	INV#80692234 & 80691074-RUGS/SHOP TOWELS/DUST MOPS	104-432-300-200	29.46
5/26/2020	Prudential Overall Supply	INV#80692234 & 80691074-RUGS/SHOP TOWELS/DUST MOPS	104-432-320-200	16.40
5/26/2020	Prudential Overall Supply	INV#80692234 & 80691074-RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	21.44
5/26/2020	Prudential Overall Supply	INV#80692234 & 80691074-RUGS/SHOP TOWELS/DUST MOPS	104-433-300-200	11.42
5/26/2020	Prudential Overall Supply	INV#80692234 & 80691074-RUGS/SHOP TOWELS/DUST MOPS	120-435-300-200	34.85
5/26/2020	Prudential Overall Supply	INV#80692234 & 80691074-RUGS/SHOP TOWELS/DUST MOPS	105-437-300-200	37.20
5/26/2020	Quad Knopf, Inc.	PROF SERVICE STREETS	109-434-300-200	2,673.00
5/26/2020	Quadient	POSTAGE MACHINE @ CITY HALL/LOADED	104-432-300-152	1,060.19
5/26/2020	Quadient Leasing USA, Inc.	FOLDING MACHINE & POSTAGE MACHINE @ CITY HALL	104-432-300-180	994.45
5/26/2020	Quadient Leasing USA, Inc.	POSTAGE MACHINE @ PD	104-432-300-180	208.17
5/26/2020	Quality Pool Service	MONTHLY SVC	138-419-300-206	850.00
5/26/2020	Quality Pool Service	SODA BICARBONATE	138-419-300-206	324.75
5/26/2020	Radius Tire Co.	TIRE REPAIR FOR SWEEPER UNIT#134	112-438-300-140	50.00
5/26/2020	Reliable Status Towing	TOWING OF VEH 740 LETTS	104-406-300-194	00'09
5/26/2020	Reliable Status Towing	TOWING OF VEH 1607 DAIRY	104-406-300-194	00.09
5/26/2020	Reliable Status Towing	TOWING OF VEH 905 GARDNER	104-406-300-194	00.09
5/26/2020	Reliable Status Towing	TOWING OF VEH 1920 ESTES	104-406-300-194	00.09
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Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	Verizon Wireless	W3i Engineering	Wells Fargo Bank, N.A.	Wood Rogers, Inc.											
5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020	5/26/2020

City of



STAFF REPORT ITEM# 7-A

TO: Cord

Corcoran City Council

FROM:

Gary Cramer, Deputy Chief of Police

**SUBJECT:** 

Discussion to consider purchasing new firearms

DATE:

May 13, 2020

**MEETING DATE:** May 26, 2020

#### **RECOMMENDATION:**

Council authorize staff to purchase new firearms and related equipment.

#### **DISCUSSION:**

The current duty sidearm issued to Corcoran Police Officers is the Sig Sauer P229 handgun chambered in .40 caliber. These firearms were purchased nearly 13 years ago. The industry standard is to replace law enforcement firearms every 10 years to ensure the proper functionality of the weapons. With this in mind we began looking at replacing our duty firearms a little over a year ago and we looked at several options. After thoughtful consideration our proposal is to purchase the Sig Sauer P320, chambered in 9MM and equipped with the ROMEO electro-optic.

We are proposing to purchase the firearms with the ROMEO optic to improve the accuracy of our shooting capabilities, which have been tested by our range masters in live fire training. Additionally, the recommendation to move from .40 caliber to 9MM is based on several considerations including; higher round capacity, availability of ammunition, lowered cost of ammunition and the most recent FBI ballistic study indicating essentially no ballistic difference between .40 caliber and 9MM ammunition.

#### **Budget Impact:**

The cost of each firearm, including the ROMEO optic, is \$715. Sig Sauer will buy back each of our current firearms for \$325, making the actual cost of the new firearm \$390. We will also need to purchase new holsters and new TLR1 lights, with a total cost of \$5,986 for these two items.

Ultimately the entire cost for the firearms and related equipment will be \$15,736 plus applicable taxes.

This purchase will have no impact on the general fund as the costs will be paid for with COPS money.

## CORCORAN

**Public Works Department** -

FOUNDED 1914

STAFF REPORT ITEM #: 7-B

**MEMO** 

TO:

**Corcoran City Council** 

FROM:

Joseph Faulkner, Public Works Director

DATE:

May 15, 2020

**MEETING DATE:** May 26, 2020

SUBJECT:

**Wastewater Facility Repairs** 

#### Recommendation:

That City Council authorizes staff to complete repairs to the Rectangular Clarifier at the Wastewater Treatment Facility.

#### Background:

The Wastewater Treatment Facility utilizes a dual clarifying system running in parallel as one of its main treatment techniques. Clarifiers are settling tanks built with mechanical means for continuous removal of solids deposited by sedimentation. A clarifier is generally used to remove solid particulates or suspended solids from liquid for clarification and/or thickening. Concentrated impurities, discharged from the bottom of the tank are known as sludge, while the particles that float to the surface of the liquid are called scum.

The rectangular clarifier, which is the older of the two, was installed in 1967. This clarifier uses a series of chains, sprockets and flights to remove scum and sludge from vessel. The last major repair to this clarifier was completed in 1982, and since then, has been running twenty-four hours a day 7 days a week.

#### **Discussion:**

Staff has solicited quotes from two reputable company's familiar with clarifier repairs. Smith Construction Company, Inc. was the lowest bidder. The list of cost is as follows:

- Labor and equipment to install owner supplied parts

\$40,678.00

- Parts- Viking Chains

\$20,658.60

Total: \$61,336.60

#### **Budget impact:**

Expensed to the Sewer Fund

City of



May 19, 2020

STAFF REPORT ITEM #: 7-C

To:

Corcoran City Council

From:

Reuben P. Shortnacy, Chief of Police

Subject:

Animal Control vehicle purchase

#### Recommendations: (VV)

That council authorizes staff to purchase a truck from Richard's Chevrolet.

#### Discussion:

With council approval we propose to purchase a 2020 Chevrolet truck to replace our existing Animal Control truck. The existing vehicle has 160,000 miles and will continue to be used by public works. This vehicle will be purchased from our local dealer and our existing climate controlled box (where animals are housed) can be switched to the new truck. It could take 4-6 months to receive the vehicle.

#### **Budget:**

911 Hanna Avenue

The quote is \$32,478 and will come from various accounts in the police department budget where a savings has been realized.

STAFF REPORT ITEM # 7-D

#### **MEMORANDUM**

TO:

Corcoran City Council

FROM:

Kevin J. Tromborg: Community Development Director

SUBJECT: Resolution 3026 regarding Final Map and Subdivision Improvement agreement for Tract Map 878

**DATE: May 19, 2020** 

**MEETING DATE:** May 26, 2020

#### RECOMMENDATION

Move to accept the Final Map for tract 878, and accept, subject to improvement, all the streets, public utility easements, and access rights as stated in Resolution 3026 and authorize the Mayor to execute the Subdivision Agreement.

#### **DISCUSSION**

Tract 878 is the second phase of the Sequoias Sub-division approved in 2005. North Star Engineering on behalf or owner/developer, Greg Hostetler, (Stonefield Homes) submitted to the Planning Commission in 2018 a phasing plan regarding the Sequoia's (2) subdivision that was reviewed and approved. (Attached is the map of the phasing plan) Stonefield Homes plans on starting the subdivision with 15 to 25 lots and the remaining lots to be developed at a later date.

Northstar Engineering has been working with the City Planner and City Engineer regarding the Final map and the subdivision Improvement Agreement. They have submitted a deposit for the improvement inspections and bond. Attached is the final map, the Subdivision Improvement Agreement and the required insurance and bond documents. The City Attorney has reviewed the agreement and bond information and found them acceptable. The City Engineer and the Community Development Director has signed the Final Map.

#### **BUDGET IMPACT**

The developer incurs the expense of the construction of the public improvement in the subdivision.

City Offices: 832 Whitley Avenue \* Corcoran, CA 93212 \* Phone 559/992-2151

#### RESOLUTION 3026 CORCORAN CITY COUNCIL

### APPROVING FINAL MAP, TRACT 878; AND ACCEPT, SUBJECT TO IMPROVEMENTS, ALL STREETS, PUBLIC UTILITIES EASEMENTS, AND THE FORMATION OF A PUBLIC FACILITIES MAINTENANCE DISTRICT

WHEREAS, a Final Map has been submitted for Tentative Subdivision 878 by Northstar Engineering; and

**WHEREAS**, the property is generally located south of Bainum Avenue and west of Dairy Avenue APN 034- 220-026; and

WHEREAS, the Planning Commission approved the tentative map in 2005; and

WHEREAS, the State of California approved automatic map extensions in 2008; and

WHEREAS, the Planning Commission approved additional extensions of the map; and

WHEREAS, the property owner has submitted all the required bonds and insurance documents; and

WHEREAS, City Staff has reviewed and signed the map; and

WHEREAS, the property owner has signed the Subdivision Improvement Agreement; and

**NOW, THEREFORE BE IT RESOLVED THAT** the City Council of the City of Corcoran approves the Final Map 878 and accepts the public right of ways subject to improvements all the streets, public utility easements, and approves the Subdivision Improvement Agreement with a Public Facilities Maintenance District (PFMD).

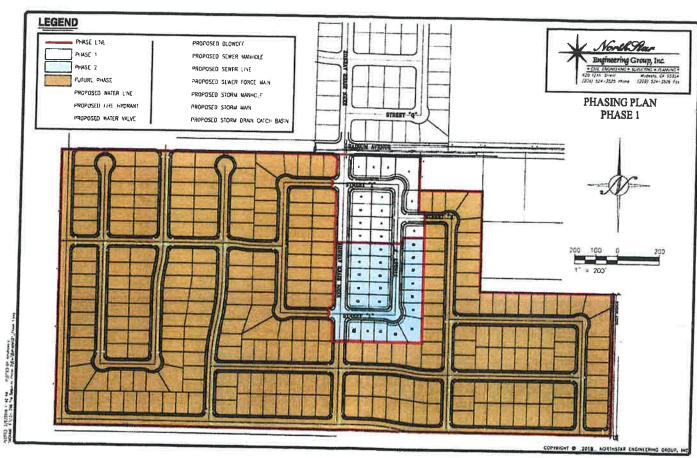
PASSED AND ADOPTED at a regular meeting of the City Council of the City of Corcoran held on the 26<sup>th</sup> day of May, 2020, by the following vote:

AYES:		
NOES:		
ABSENT:		
ABSTAIN:		*
	APPROVED:	·
		Sidonio "Sid" Palmerin, Mayor
ATTEST:		
Marlene Spain, City Clerk		

#### **CLERKS CERTIFICATE**

I, Marlene Spain, hereby certify that the foregoing is a full, true, and correct copy of a resolution passed and adopted by the City Council of the City of Corcoran at a meeting held on the 26th day of May 2020, by the vote as set forth therein.

DATED:	May 26, 2020	
Marlene Sp	ain, City Clerk	<u>_</u>
[seal]		



#### HARCO NATIONAL INSURANCE COMPANY

#### SUBDIVISION IMPROVEMENTS LABOR AND MATERIAL BOND

Bond No. 0780975

Premium included in Performance Bond

KNOW ALL MEN BY THESE PRESENTS: That we, Stonefield Home, Inc. as Principal, and HARCO NATIONAL INSURANCE COMPANY, duly authorized under the laws of the State of California to become surety on bonds and undertakings, as Surety, are held and firmly bound unto the City of Corcoran as Obligee in the full and just sum of Ninety Five Thousand Nine Hundred and Three and no/100 Dollars, (\$ 95,903.00) lawful money of the United States of America, for the payment whereof, said Principal and Surety bind themselves, their heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THE OBLIGATION IS SUCH THAT, Whereas, the Principal and Obligee have entered into an agreement whereby the Principal agrees to install and complete certain designated public improvements, which agreement, dated 3-2-20, and identified as project Sequoias Unit No. 2, Phase 1, is hereby referred to and made a part hereof; and

Whereas, under the terms of the agreement, the Principal is required before entering upon the performance of the work, to file a good and sufficient payment bond with the Obligee to secure the claims to which reference is made in Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code of the State of California.

Now, therefore, the Principal and the undersigned as corporate Surety, are held firmly bound unto the Obligee and all contractors, subcontractors, laborers, materialmen, and other persons employed in the performance of the agreement and referred to in California Civil Code (commencing with Section 9000) in the sum of Ninety Five Thousand Nine Hundred and Three and no/100 Dollars (\$95,903.00), for materials furnished or labor thereon of any kind, or for amounts due under the Unemployment Insurance Act with respect to this work or labor, that the surety will pay the same in an amount not exceeding the amount hereinabove set forth, and also in case suit is brought upon this bond, will pay, in addition to the face amount thereof, costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by county (or city) in successfully enforcing this obligation, to be awarded and fixed by the court, and to be taxed as costs and to be included in the judgment therein rendered.

It is hereby expressly stipulated and agreed that this bond shall inure to the benefit of any and all persons, companies, and corporations entitled to file claims under Title 3 (commencing with Section 9000) of Part 6 of Division 4 of the Civil Code, so as to give a right of action to them or their assigns in any suit brought upon this bond.

Should the condition of this bond be fully performed, then this obligation shall become null and void, otherwise it shall be and remain in full force and effect.

The Surety hereby stipulates and agrees that no change, extension of time, alteration, or addition to the terms of the agreement or the specifications accompanying the same shall in any manner affect its obligations on this bond, and it does hereby waive notice of any such change, extension, alteration, or addition.

Sealed with our seals and dated this 3rd day of March, 2020.

Stonefield Home, Inc.

Bv:

Greg Hostetler / Principal

HARCO NATIONAL INSURANCE COMPANY

- Melly Will

Shelly Weldon / Attorney-in-Fact

#### 0780975

#### POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and appoint

JEANIE SWAN, CHRISTINE EMMONS, SHELLY WELDON, HEATHER L. KARNEY

Elk Grove, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attorneys-in-fact with authority to execute walvers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Kenneth Chapman Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

, before me came the individual who executed the preceding instrument, to me personally known, and, On this 31st day of December, 2018 being by me duly sworn, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY: that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

Shirelle A. Outley a Notary Public of New Jersey U

My Commission Expires April 4, 2023

#### CERTIFICATION

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in said Power of Attorney, with the originals on file in the home office of sald companies, and that the same are correct transcripts thereof, and of the withole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 03, 2020

#### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )	
country of Mex Cad }	
On Which 14 , 2020 before me, Public, personally appeared SYES HOSEL me on the basis of satisfactory evidence to be the per to the within instrument and acknowledged to me his/her/their authorized capacity(ies), and that instrument the person(s), or the entity upon behalf the instrument.	that he/she/they executed the same in by his/her/their signature(s) on the
I certify under PENALTY OF PERJURY under the la foregoing paragraph is true and correct.	iws of the State of California that the
WITNESS my hand and official seal.  Signature Royal Ro	(Seal)
Signature 1000	REGINA A. ROBLES  Notary Public - California  Merced County Commission # 2161490 My Comm. Expires Jul 30, 2020

#### **CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the

document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Fresno before me, Alma Hernandez , Notary Public (insert name and title of the officer) who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. ALMA HERNANDEZ COMM. #2239281 Notary Public - California Fresno County (Seal) ------ Optional Information -----Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgement to an unauthorized document. Description of Attached Document The preceding Certificate of Acknowledgement is attached to a document titled/for the purpose of Stonefield Home, Inc., Labor and Material Bond #0780975 Sequoias Unit No. 2 Phase 1 \*\*\*\*\*\*\*\*\*\* 03/03/2020 containing pages and dated

#### HARCO NATIONAL INSURANCE COMPANY

#### SUBDIVISION IMPROVEMENTS PERFORMANCE BOND

Bond No. 0780975 Initial Premium \$1,312.00 Subject to Renewal

KNOW ALL MEN BY THESE PRESENTS: That we, stonefield Home, Inc. as Principal, and HARCO NATIONAL INSURANCE COMPANY, a corporation duly authorized under the laws of the State of California to become surety on bonds and undertakings, as Surety, are held and firmly bound unto the City of Corcoran, as Obligee in the full and just sum of Ninety Five Thousand Nine Hundred and Three and no/100 Dollars, (\$ 95,903.00) lawful money of the United States of America, to be paid to the said Obligee, successors or assigns; for which payment, well and truly to be made, we bind ourselves, our heirs, executors, successors, administrators and assigns, jointly and severally, firmly by these presents.

#### THE CONDITION OF THE OBLIGATION IS SUCH THAT:

Whereas, the Principal and Obligee have entered into an agreement whereby principal agrees to install and complete certain designated public improvements, which said agreement, dated 3-2-20, and identified as project Sequoias Unit No. 2, Phase 1, is hereby referred to and made a part hereof; and

Whereas, said Principal is required under the terms of said agreement to furnish a bond for the faithful performance of said agreement.

Now, Therefore, the condition of this obligation is such that if the above bounded Principal, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and provisions in the said agreement and any alteration thereof made as therein provided, on his or their part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their true intent and meaning, and shall indemnify and save harmless the Obligee, its officers, agents and employees, as therein stipulated, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by Obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in anywise affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS WHEREOF, the seal and signature of said Principal is hereto affixed and the corporate seal and the name of the Surety is hereto affixed and attested by its duly authorized Attorney-in-Fact at Fresno, CA, this 3rd day of March, 20 20.

Stonefield Home, Inc.

Greg Hostetler, President / Principal

HARCO NATIONAL INSURANCE COMPANY

Shelly Weldon / Attorney-in-Fact

#### 0780975

#### POWER OF ATTORNEY HARCO NATIONAL INSURANCE COMPANY

#### INTERNATIONAL FIDELITY INSURANCE COMPANY

Member companies of IAT Insurance Group, Headquartered: 702 Oberlin Road, Raleigh, North Carolina 27605

KNOW ALL MEN BY THESE PRESENTS: That HARCO NATIONAL INSURANCE COMPANY, a corporation organized and existing under the laws of the State of Illinois, and INTERNATIONAL FIDELITY INSURANCE COMPANY, a corporation organized and existing under the laws of the State of New Jersey, and having their principal offices located respectively in the cities of Rolling Meadows, Illinois and Newark, New Jersey, do hereby constitute and

JEANIE SWAN, CHRISTINE EMMONS, SHELLY WELDON, HEATHER L. KARNEY

Elk Grove, CA

their true and lawful attorney(s)-in-fact to execute, seal and deliver for and on its behalf as surety, any and all bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof, which are or may be allowed, required or permitted by law, statute, rule, regulation, contract or otherwise, and the execution of such instrument(s) in pursuance of these presents, shall be as binding upon the said HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY, as fully and amply, to all intents and purposes, as if the same had been duly executed and acknowledged by their regularly elected officers at their principal offices.

This Power of Attorney is executed, and may be revoked, pursuant to and by authority of the By-Laws of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY and is granted under and by authority of the following resolution adopted by the Board of Directors of INTERNATIONAL FIDELITY INSURANCE COMPANY at a meeting duly held on the 13th day of December, 2018 and by the Board of Directors of HARCO NATIONAL INSURANCE COMPANY at a meeting held on the 13th day of December, 2018.

"RESOLVED, that (1) the Chief Executive Officer, President, Executive Vice President, Senior Vice President, Vice President, or Secretary of the Corporation shall have the power to appoint, and to revoke the appointments of, Attorneys-in-Fact or agents with power and authority as defined or limited in their respective powers of attorney, and to execute on behalf of the Corporation and affix the Corporation's seal thereto, bonds, undertakings, recognizances, contracts of indemnity and other written obligations in the nature thereof or related thereto; and (2) any such Officers of the Corporation may appoint and revoke the appointments of joint-control custodians, agents for acceptance of process, and Attomeys-in-fact with authority to execute waivers and consents on behalf of the Corporation; and (3) the signature of any such Officer of the Corporation and the Corporation's seal may be affixed by facsimile to any power of attorney or certification given for the execution of any bond, undertaking, recognizance, contract of indemnity or other written obligation in the nature thereof or related thereto, such signature and seals when so used whether heretofore or hereafter, being hereby adopted by the Corporation as the original signature of such officer and the original seal of the Corporation, to be valid and binding upon the Corporation with the same force and effect as though manually affixed."

> IN WITNESS WHEREOF, HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY have each executed and attested these presents on this 31st day of December, 2018

VALUE VIEW

STATE OF NEW JERSEY County of Essex

STATE OF ILLINOIS County of Cook

Kenneth Chapman

Executive Vice President, Harco National Insurance Company

and International Fidelity Insurance Company

On this 31st day of December, 2018 , before me came the individual who executed the preceding instrument, to me personally known, and, being by me duly swom, said he is the therein described and authorized officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY; that the seals affixed to said instrument are the Corporate Seals of said Companies; that the said Corporate Seals and his signature were duly affixed by order of the Boards of Directors of said Companies.



IN TESTIMONY WHEREOF, I have hereunto set my hand affixed my Official Seal, at the City of Newark, New Jersey the day and year first above written.

> Shirelle A. Outley a Notary Public of New Jersey ( My Commission Expires April 4, 2023

**CERTIFICATION** 

I, the undersigned officer of HARCO NATIONAL INSURANCE COMPANY and INTERNATIONAL FIDELITY INSURANCE COMPANY do hereby certify that I have compared the foregoing copy of the Power of Attorney and affidavit, and the copy of the Sections of the By-Laws of said Companies as set forth in sald Power of Attorney, with the originals on file in the home office of said companies, and that the same are correct transcripts thereof, and of the whole of the said originals, and that the said Power of Attorney has not been revoked and is now in full force and effect.

IN TESTIMONY WHEREOF, I have hereunto set my hand on this day, March 03, 2020

#### **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA )	
COUNTY OF Mex Cea )	
On March 4, 2020 before me, Public, personally appeared Byes Hostellar me on the basis of satisfactory evidence to be the person to the within instrument and acknowledged to me the his/her/their authorized capacity(jes), and that be instrument the person(s), or the entity upon behalf or the instrument.	at he/she/they executed the same in y his/her/their signature(8) on the
I certify under PENALTY OF PERJURY under the law foregoing paragraph is true and correct.	s of the State of California that the
WITNESS my hand and official seal.	
Signature Regis RS	REGINA A. ROBLES Notary Public - California Merced County Commission # 2161490 My Comm. Expires Jul 30, 2020

#### CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document. State of California County of Fresno 03/03/2020 before me, Alma Hernandez , Notary Public finsert name and title of the officer) personally appeared who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument. I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct. WITNESS my hand and official seal. **ALMA HERNANDEZ** COMM. #2239281 Notary Public - California Fresno County Comm. Expires Apr. 22, 2022 P Signature Alma Hernand (Seal) ------ Optional Information ------Although the information in this section is not required by law, it could prevent fraudulent removal and reattachment of this acknowledgement to an unauthorized document. Description of Attached Document The preceding Certificate of Acknowledgement is attached to a document titled/for the purpose 03/03/2020 containing pages and dated

RECORDING REQUESTED BY AND WHEN RECORDED MAIL TO:	) )	
CITY OF CORCORAN 832 Whitley Avenue Corcoran, CA 93212 Attention: City Clerk	) } }	
	(Space Above This Line for Recorder's Use Only) Exempt from recording fee per Gov. Code § 27383.	
SUBDIVISION IMPROVEMENT AGREEMENT		

THIS SUBDIVISIO	I IMPROVEMENT AGREEMENT (the "Agreement") is made and	
entered into on thisda	of, 2020 (the "Effective Date") by and between	
, a	("Developer"), and the CITY OF CORCORAN, a	
California municipal corporation ("City") (collectively, the "Parties").		

#### RECITALS

- A. Developer is the owner of that certain real property generally bounded by Bainum Avenue, 6 ½ Avenue, Oregon Avenue and Dairy Avenue in the City of Corcoran, Kings County, California, and identified by <a href="Iract Map No. 878">Iract Map No. 878</a>, as more particularly described in <a href="Exhibit A">Exhibit A</a>, attached hereto and incorporated herein by this reference (the "Property"). Developer has submitted an application to the City for the development of a Subdivision Map, Site Development Permit, and Use Permit to construct <a href="single-family-lots">single-family-lots</a> on the Property (the "Project").
  - B. On January 8, 2007, the Planning Commission of the City of Corcoran ("Planning Commission") adopted Resolution No. 07-04, approving the tentative map for Tract No. 878 The Sequoias Unit No. 2, Phase 1, prepared by North Star Engineering Group, Inc., dated November 22, 2019, subject to certain conditions of approval (the "Conditions").
  - C. The Conditions require either (1) that certain improvements be constructed prior to approval of the final map, or (2) that Developer enter into an agreement with the City providing for the future construction of such improvements.

- D. Developer has applied to City for final parcel map approval without having completed all required improvements and therefore will enter into an agreement with the City providing for the future construction and installation of the improvements, as required by the Subdivision Map Act, Government Code Section 66410 *et seq.*, may be amended from time to time (the "Subdivision Ordinance").
- E. Developer has submitted plans, specifications and drawings for the improvements entitled "The Sequoias Unit 2, Phase 1" prepared by North Star Engineering Group, Inc. and dated November 18, 2019 (the "Improvement Plans"), which Improvement Plans have been approved by the City Engineer. The Improvements Plans are attached hereto as Exhibit B and incorporated by this reference.
- F. City and Developer desire to enter an agreement providing for the construction and installation of the improvements in accordance with the Improvement Plans.

#### AGREEMENT

NOW, THEREFORE, in consideration of the faithful performance of the terms and conditions set forth in this Agreement, the parties hereto agree as follows:

- Purpose. The purpose of this Agreement is to guarantee completion of certain improvements in accordance with the Improvement Plans and ensure satisfactory performance by Developer of Developer's obligations to satisfy the Conditions.
- 2. <u>Duty to Install Improvements</u>. Developer will construct, install and complete, or cause to be constructed, installed and completed, at the Developer's sole cost and expense, all improvements required by the Conditions and/or described in the Improvement Plans (the "Improvements"), in accordance with such plans, all applicable federal, state and local laws, regulations and standards, including without limitation State of California Division of Industrial Safety Construction Orders, and to the satisfaction of the City Engineer in his or her reasonable discretion. Developer will also supply all labor and materials therefor, all in strict accordance with the terms and conditions of this Agreement. The construction, installation and completion of the Improvements and all labor and materials furnished in connection therewith are hereinafter referred to collectively as the "Work."
- 3. <u>Duty to Maintain Improvements</u>. City shall not be responsible or liable for the maintenance or care of the Improvements until City formally approves and accepts them in accordance with its policies and procedures. City shall exercise no control over the Improvements until approved and accepted. Any use by any person of the Improvements, or any portion thereof, shall be at the sole and exclusive risk of the Developer at all times prior to City's acceptance of the Improvements. Developer shall maintain all the Improvements in a state of good repair until they are completed by Developer and approved and accepted by City. Maintenance shall include, but shall not be limited to, repair of pavement, curbs, gutters, sidewalks, signals, parkways, water mains, and sewers; maintaining all landscaping in a vigorous and thriving condition reasonably acceptable to City; removal of debris from sewers and storm

drains; and sweeping, repairing, and maintaining in good and safe condition all streets and street improvements. It shall be Developer's responsibility to initiate all maintenance work, but if it shall fail to do so, it shall promptly perform such maintenance work when notified to do so by City. If Developer fails to properly prosecute its maintenance obligation under this Section 3, City may do all work necessary for such maintenance and the cost thereof shall be the responsibility of Developer and its surety under this Agreement. City shall not be responsible or liable for any damages or injury of any nature in any way related to or caused by the Improvements or their condition prior to acceptance. Notwithstanding the above, Developer shall make available for public use any streets, curbs, gutters, sidewalks or walkways, streetlights, street furniture, storm drain improvements, fire hydrants, and any other facilities intended for general public use, which are installed, altered or affected by the Work, as soon as they can be safely placed in service.

- 4. <u>Commencement and Completion Date</u>. Developer will notify City in writing at least 24 hours prior to the commencement of the Work. Developer will complete the Work within (24) months of the Effective Date. All Work will be completed in a good and workmanlike manner in accordance with accepted design and construction practices. This completion date may be extended by the City Engineer in consultation with the City Attorney in its sole and absolute discretion at the request of Developer, which request shall be accompanied by a written assurance acceptable to the City Attorney that the securities required by Section 13 shall remain enforceable throughout the term of the extension.
- 5. <u>Estimated Cost of Work</u>. The estimated cost of the Work is <u>Ninety-five thousand nine hundred and three</u> dollars (\$ 95,903.00). Notwithstanding this estimate, Developer hereby acknowledges and agrees that (a) the actual costs to complete the Work may significantly exceed this estimate, (b) this estimate in no way limits Developer's financial obligation, and (c) that Developer is obligated to complete the Work at its own cost, expense, and liability.
- 6. <u>Modifications to the Plans</u>. Approval of this Agreement by City does not release Developer of its responsibility to correct mistakes, errors or omissions in the Improvement Plans. If, at any time, in the opinion of the City Engineer, in his or her reasonable discretion, the Improvement Plans are deemed inadequate in any respect Developer agrees to make such modifications, changes or revisions as necessary in order to complete the Work in a good and workmanlike manner in accordance with this Agreement.
- 7. Repairs. Developer agrees to repair or have repaired in a timely manner at its sole cost and expense all public or private property damaged as a result of or incidental to the Work or in connection with the development of the Property or to pay to the property owner of any property the full cost of such repair. In addition, Developer shall obtain the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer has paid the full cost of such repair in accordance with this Section 7. City shall be under no obligation whatsoever to approve or accept the Work completed under this Agreement until such time as all repairs have been completed or have been paid for and required written acceptances have been provided to the City Engineer.
- 8. <u>Foreman or Superintendent</u>. Developer shall give personal attention to the Work. A competent foreman or superintendent, satisfactory to the City Engineer, in his or her

reasonable discretion, with authority to act for and on behalf of Developer, shall be named in writing by Developer prior to commencement of the Work, shall be present on the Property during the performance of the Work and may not be changed without advance notification to and approval of the City Engineer. Developer shall provide the City with emergency contact information for the foreman or superintendent prior to commencement of the Work.

- 9. Examination of Work. All of the Work shall be performed to the satisfaction of the City Engineer in his or her reasonable discretion. The City and its authorized agents shall, at all times during the performance of the Work, have free access to the Work and shall be allowed to examine the Work and all materials used and to be used in the Work. No Work shall be performed without inspection by City. Any Work performed without inspection is subject to rejection by City. All Work shall be performed during the City's normal working hours and work days. If any Work is planned to be performed during non-working hours or work days, there must be a request made in writing to City at least sixty four (64) hours in advance. If an inspector is available, Developer shall pay the actual costs for overtime work as provided in Section 10 below. If an inspector is not available, no Work shall be performed.
- 10. <u>City's Inspection, Administration and Testing.</u> Developer shall pay to City the actual cost for all inspection, administration and testing services furnished by City in connection with this Agreement, including those performed by consultants under contract with the City (the "City Costs"). The estimated cost for City Costs is <u>Nine thousand five hundred ninety</u> dollars (\$ 9,590) (the "Estimated Cost"). Concurrently with the execution of this Agreement, Developer shall deposit an amount equal to the Estimated Cost with City for the payment of the City Costs. In the event that the Estimated Cost is insufficient to cover the actual City Costs incurred, Developer shall, upon notice in writing by the City Engineer, deposit such additional amount as may be required to pay the City Costs. Any amount of the Estimated Cost, initial deposit or additional amounts deposited remaining after payment of all City Costs will be returned to Developer. City may, at its discretion, deposit such funds in an interest-bearing account and retain any and all interest earned.
- 11. <u>Compliance with Laws</u>. Developer shall fully comply with all federal, state and local laws, ordinances and regulations, including the Subdivision Ordinance, in the performance of this Agreement. Developer shall, at its own cost and expense, obtain all necessary permits and licenses for the Work, give all necessary notices, pay all fees and taxes required by law and make any and all deposits legally required by those public utilities that will serve the development on the Property. Copies and/or proof of payment of said permits, licenses, notices, fee and tax payments and deposits shall be furnished to the City Engineer upon request.
- 12. <u>Encroachment Permits</u>. Developer shall obtain, at its sole cost and expense, any encroachment permits required by the City in order to perform the Work. Prior to excavating within the public right of way for connections to public utilities, Developer must provide to the City documentation satisfactory to the City Engineer that the providers of such utilities services have agreed to serve the Project.
- 13. <u>Performance, Labor and Materials and Warranty Security</u>. In accordance with the Subdivision Ordinance and the Subdivision Map Act, Developer will furnish and deliver to City, within the times set forth below, the following surety bonds, each of which must be issued by a

surety company duly and regularly authorized to do general surety business in the State of California, or such other surety as may be acceptable to the City Attorney in accordance with the Subdivision Ordinance.

- 14. Performance Bond. Developer must provide a performance bond or security to guarantee the construction or installation of the improvements, which the Parties estimate at (\$95,903.00). In addition, Developer shall furnish and deliver a performance surety bond in the amount of Ninety-five thousand nine hundred and three dollars (\$95,903.00), concurrently with the execution of this Agreement, which bond must meet the requirements of the Government Code Section 66499.1, as may be amended, and be acceptable to the City Attorney. The bond shall be conditioned upon the faithful performance of this Agreement with respect to the Work and shall be released by the City effective upon the date of recordation of the notice of acceptance or final approval of the Improvements and Developer's delivery of a Warranty Bond, as described below, or as otherwise allowed by Government Code Section 66499.7.
  - 14.1 <u>Labor and Materials Bond</u>. Developer shall also furnish and deliver a labor and materials surety bond in the amount of <u>Ninety-five thousand nine hundred and three dollars (\$ 95,903.00)</u> concurrently with the execution of this Agreement, which bond must meet the requirements of Government Code Section 66499.2, as may be amended, and be acceptable to the City Attorney. The bond shall secure payment to the contractor(s) and subcontractor(s) performing the Work and to all persons furnishing labor, materials or equipment to them. The City shall retain the bond until both (a) the City accepts or gives final approval to the Work, and (b) the statute of limitations to record a claim of lien under Civil Code section 8410 *et seq.* has expired. After said date, the cash deposited and/or the bond may be reduced by the City Engineer to an amount not less than the total amount claimed by all claimants for whom claims of lien have been recorded and notice given in writing to the City Council. The balance of the cash and bond shall be retained until the final settlement of all such claims and obligations. If no such claims have been recorded, the cash deposited and the bond shall be released in full by the City Engineer.
  - 14.2 <u>Cash Bond</u>. Developer shall deposit with the City (\$19,180) cash which may be used at the discretion of the City Engineer to guarantee the improvements against any defective work or labor done or defective materials used in the performance of the improvements throughout the warranty period, as described in Section 19 below. Any unexpended amount will be returned to Developer at the time all bonds required by this Agreement are released.
  - 15. <u>Additional Security</u>. If either upon execution of this Agreement or during the course of performance the City considers that it is necessary to have an updated engineer's estimate prepared, the City shall provide written notice to Developer. Developer shall provide

such estimate within the timeframe set forth in the City's notice and shall make such modifications to the estimate as may be reasonably requested by City. Developer shall provide additional security as may be required by the updated engineer's estimate. If Developer is required to post additional security, the City may require either a cash deposit or a surety bond guaranteeing performance in a form and signed by sureties satisfactory to City. The condition of the security shall be that if Developer fails to perform its obligations under this Agreement, the City may, as applicable, use the proceeds or require the sureties to perform the obligations, of the Agreement.

- 16. No Waiver by City. Inspecting of the work and/or materials, or approval of work and/or materials, or a statement by an officer, agent or employee of the City indicating the work complies with this Agreement, or acceptance of all or any portion of the work and/or materials, or payments thereof, or any combination of all of these acts shall not relieve Developer or its obligation to fulfill this Agreement; nor is the City by these acts prohibited from bringing an action for damages arising from the failure to comply with this Agreement.
- 17. Completion of Work. After Developer (a) completes the Work in accordance with the Improvement Plans and the terms and conditions of this Agreement, and (b) repairs any private or public property damaged as a result of the Work, or pays the full cost of such repair to the owner whose property was damaged, and obtains the written acceptance of such repair or payment from any owner whose private property was repaired by Developer or to whom Developer paid the full cost of such repair in accordance with Section 7 above, Developer will provide City with a written notice of completion, together with copies of all written acceptances as described in Section 7. City, in its sole and absolute discretion, may accept or give final approval to the Work in phases and allow a partial release of the bonds provided under Section 13 above.

# 18. Final Acceptance.

- written notification pursuant to Section 16 above, City Engineer shall inspect the Work and repairs and review the written acceptances, if any, and send Developer a written notice stating whether the Work and repair are complete to the satisfaction of the City Engineer, in his reasonable discretion, and whether the written acceptances described in Section 7 have been provided. If the Work and repair are, in the opinion of the City Engineer, not complete, not satisfactory, and/or written acceptances have not been provided, the City Engineer will list the deficiencies that must be corrected to find the Work and repair complete and satisfactory. Upon satisfactory completion of the Work and repair and submittal of written acceptances, the City Engineer will send Developer a written notice of satisfactory completion. The requirement for written acceptances may be waived by the City Engineer, in his reasonable discretion, if Developer has made commercially reasonable efforts to obtain such acceptances. City Engineer's failure to respond to Developer's written notification within fifteen (15) days will not be deemed a breach or default under this Agreement.
- 18.2 Acceptance of Improvements. After sending Developer a written notice of satisfactory completion pursuant to Section 17.1, the City Engineer will recommend acceptance of the Improvements within the public right of way, or designated for public use, to the City

Council. The acceptance of those Improvements shall be by resolution. Upon adoption of such resolution, the City Engineer shall record a notice of acceptance, in a form to be approved by the City Attorney, in the Official Records of Kings County. Title to, and ownership of, all Improvements constructed by Developer under this Agreement within the public right of way, or designated for public use, shall vest in City upon City's acceptance of such Improvements. Acceptance of the Improvements by the City shall be deemed as final approval of the completed Improvements that are not accepted for ownership by the City.

- 18.3 Acceptance of Dedications. In conjunction with the recommendation to accept the Improvements, the City Engineer will recommend the acceptance of any offers of dedication shown on the final map for, or separately recorded against, the Property ("Dedicated Property"). The Dedicated Property shall be conveyed free and clear of all liens, encumbrances, assessments and leases (recorded and unrecorded), except items approved by City in writing. City may require Developer to obtain and pay for title insurance in connection with any such approvals of title exceptions.
- 19. Reversion to Acreage. If Developer fails to perform its obligations under this Agreement, Developer consents to the reversion to acreage of Property pursuant to Government Code section 66499.16 at Developer's sole cost and expense.

# Warranty Period.

- 20.1 Warranty; Repair and Reconstruction. Without limiting the foregoing, Developer expressly warrants and guarantees all Work and all materials used in the Work for a period of one year after the date of recordation of the notice of acceptance of the Improvements in accordance with Section 17. If, within this one-year period, any Improvement or part of any Improvement installed or constructed, or caused to be installed or constructed by Developer, or any of the Work, fails to fulfill any of the requirements of the Improvement Plans or this Agreement, Developer shall, without delay and without cost to City, repair, replace or reconstruct any defective or otherwise unsatisfactory part or parts of the Work or Improvement to the satisfaction of the City Engineer. Should Developer fail to act promptly or in accordance with this requirement, or should the exigencies of the situation require repairs, replacements or reconstruction to be made before Developer can be notified, City may, at its option, make the necessary repairs, replacements or perform the necessary reconstruction and Developer shall pay to the City upon demand the actual cost of such repairs, replacements or reconstruction plus 25 percent.
- 20.2 <u>Warranty Bond</u>. Developer shall furnish and deliver a warranty bond in the amount of ten percent of the value of the Improvements upon acceptance and final approval of the Improvements and prior to release of the entirety of the Performance Bond. The bond shall be in a form acceptable to the City Attorney and shall guarantee and warranty the Workfor a period of one year following the date of recordation of the notice of acceptance of the Improvements against any defective work or labor done, or defective materials furnished.
- 21. <u>Developer Not Agent of City</u>. Neither Developer nor Developer's contractors, subcontractors, agents, officers, or employees are agents, partners, joint venturers or employees of City and the Developer's relationship to the City, if any, arising herefrom is strictly that of an

independent contractor. Developer's contractors and subcontractors are exclusively and solely under the control and dominion of Developer. Further, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

- 22. <u>Indemnification.</u> Developer agrees to indemnify, defend and hold the City, its elective and appointed boards, commissions, officers, agents, employees and consultants, harmless from and against any and all claims, liabilities, losses, damages, injuries, penalties, fines, judgments, awards, decrees, attorneys' fees and related costs or expenses of any kind or nature (collectively, "Claims") arising out of this Agreement, including without limitation Developer's, or Developer's contractors', subcontractors', agents' or employees', acts, omissions, or operations under this Agreement, and the performance of the Work, whether such acts, omissions, or operations are by Developer or any of Developer's contractors, subcontractors, agents or employees. The aforementioned indemnity shall apply regardless of whether or not City has prepared, supplied or approved plans and/or specifications for the Work or Improvements and regardless of whether any insurance required under this Agreement is applicable to any Claims. The City does not and shall not waive any of its rights under this indemnity provision because of its acceptance of the bonds or insurance required under the provisions of this Agreement. Developer's obligation to indemnify City shall survive the expiration or termination of this Agreement.
- 23. <u>Insurance</u>. During the term of this Agreement, Developer shall maintain at its cost and expense the following insurance coverage against Claims, including Claims for injuries to persons or damages to property that may arise from or in connection with the performance of the Work and the results of that Work by the Developer, its contractors, agents, representatives, employees or subcontractors, with insurers with an A.M. Best's rating of no less than A:VII unless otherwise accepted by the City in writing:
- be provided Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than \$2,000,000 per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to the Project and Property or the general aggregate limit shall be twice the required occurrence limit. Developer's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required. Coverage shall contain a waiver of subrogation in favor of the City.
- 23.2 <u>Automobile Liability Insurance</u>. Developer shall provide or cause to be provided ISO Form Number CA 00 01 covering any auto (Code 1), or if Developer has no owned autos, hired (Code 8), and non-owned autos (Code 9), with limit no less than \$2,000,000 per accident for bodily injury and property damage.
- 23.3 Workers' Compensation Insurance. Developer shall provide, or cause to be provided, workers' compensation insurance as required by law, and shall cause its contractors and their subcontractors, agents and representatives to maintain workers' compensation insurance as required by the State of California, with statutory limits, and employer's liability insurance with limit of no less than \$1,000,000 per accident for bodily injury or disease. For services deemed public works, by signing this agreement, Developer is certifying, pursuant to Section 1861 of the California Labor Code, that: "I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the

performance of the work of this Agreement." Developer shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

- 23.4 <u>All Insurance Coverages.</u> The insurance policies are to contain, or be endorsed to contain, the following provisions:
- 23.4.1 Additional Insured Status. The City, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Developer including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Developer's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 10 and CG 20 37 if a later edition is used).
- 23.4.2 <u>Primary Coverage</u>. For any Claims related to this Agreement, the Developer's insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Developer's insurance and shall not contribute with it.
- 23.4.3 <u>Notice of Cancellation</u>. Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- 23.4.4 <u>Waiver of Subrogation</u>. Developer hereby grants to City a waiver of any right to subrogation which any insurer of said Developer may acquire against the City by virtue of the payment of any loss under such insurance. Developer agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- 23.4.5 <u>Deductibles and Self-Insured Retentions</u>. Any deductibles or self- insured retentions must be declared to and approved by the City. The City may require the Developer to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention.
- 23.5 <u>Certificate of Insurance and Endorsements</u>. Developer shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this Section. All certificates and endorsements are to be received and approved by the City before the Work commences. However, failure to obtain the required documents prior to the commencement of the Work shall not waive the Developer's obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at anytime.
- 23.6 <u>Developer's Consultants and Contractors</u>. Developer shall include all of their consultants and all prime contractors and subcontractors as insured under its polices or shall furnish separate certificates and endorsements for each consultant and contractor. All coverages

for consultants and contractors shall be subject to all of the requirements stated in this Agreement, including but not limited to naming additional insureds.

- 23.7 <u>Higher Limits.</u> If the Developer maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the Developer. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.
- 23.8 <u>Self-Insured</u>. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.
- 23.9 <u>Evidence of Insurance.</u> Prior to commencement of work, the Vendor shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Vendor must agree to provide complete, certified copies of all required insurance policies if requested by the City.
- 23.10 <u>Acceptability of Insurers</u>. Insurance shall be placed with insurers admitted in the State of California and with an AM Best rating of A-VII or higher.
- 23.11 <u>Subcontractors and Consultants</u>. A category of risk and the applicable insurance requirements will be determined on a "per contractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Developer.
- 24. <u>Payments.</u> Developer agrees that it will pay, when due, all those furnishing labor or materials in connection with the Work. Developer further agrees that pursuant to Government Code section 66499.7, the Labor and Materials Bond provided by Developer in accordance with Section 13.2 of this Agreement shall not be released if any mechanics liens or stop notices are outstanding, unless said liens are released by bond in compliance with Civil Code section 3143.
- 25. <u>Notice of Breach and Default</u>. The occurrence of any of the following constitutes a breach and default of this Agreement:
  - (1) Developer refuses or fails to complete the Work within the time set forth herein or abandons the Work;
  - (2) Developer assigns the Agreement without the prior written consent of City;
  - (3) Developer is adjudged bankrupt or makes a general assignment for the benefit of creditors, or a receiver is appointed in the event of Developer's insolvency;
  - (4) Developer or Developer's consultants, contractors, subcontractors, agents or employees, fail to comply with any terms or conditions of this Agreement or
  - (5) There is any delay in the construction of any portion of the Work or repairs, which in the reasonable opinion of the City Engineer, endangers public or private property.

The City may serve written notice of breach and default upon Developer and the financial institution holding the bonds.

- 26. Breach of Agreement; Performance by City; Remedies. If the City gives Developer notice, under Section 24, of breach and default of this Agreement, the City may pursue any and all remedies available, including but not limited to, bringing legal action to compel performance of the Work, holding the financial institutions that issued the bonds liable to complete the Work and/or for the cost of the Work and/or proceeding to complete the Work by contract or other method the City considers advisable, at the sole expense of Developer. If City completes the Work, Developer, immediately upon demand, shall pay the costs and charges related to the Work and any subsequent repairs. City, without liability for doing so, may take possession of and utilize in completing the Work and repairs, if any, such materials and other property belonging to Developer as may be on or about the Property and necessary for completion of the work. In the event of default, the financial institution holding the bonds shall be liable to City to pay the face amount of the bonds, as specified in this Agreement. As noted above, City may bring legal action to compel performance of this Agreement and recover the costs of completing the Work and/or repairs, if any, including City's administrative and legal costs. Developer agrees that if legal action is brought by City under this Section of the Agreement, Developer shall pay all of the costs of suit, reasonable attorney fees, arbitration costs and such other costs as may be determined by the court or arbitrator. No failure on the part of City to exercise any right or remedy hereunder shall operate as a waiver of any other right or remedy that City may have hereunder.
- 27. <u>Erosion Control</u>. Developer shall take all necessary actions during the Work to prevent erosion damage and to prevent migration of soil or silt- or sediment-contaminated storm water run-off onto streets or other properties or into creeks, seasonal drainage courses or the public storm drain system. It is understood and agreed that in the event of failure on the part of Developer to prevent erosion or soil migration or storm water contamination, City may implement any and all erosion or storm water protection and/or mitigation measures it determines to be necessary on an emergency basis and Developer shall, within thirty (30) days of receiving notice in writing from the City Engineer, reimburse City for all of City's actual expenses incurred (including administrative and/or legal expenses) in implementing such erosion protection and/or mitigation measures. If Developer fails to timely reimburse City, City may proceed against the Performance Bond described in Section 13.1 to cover all of City's actual expenses.
- 28. <u>Final Drawings</u>. Upon completion of the Work and prior to final acceptance and approval, Developer shall deliver to City a set of "as-built" drawings. These drawings shall be in a form acceptable to the City Engineer, shall be certified as being "as-built" and shall reflect the Work as actually constructed, with any and all changes incorporated therein. The drawings shall be signed and sealed as accurate by the engineer of record.
- 29. <u>Formation of Public Facility Maintenance District</u>. Upon acceptance of the subdivision, the Subdivider agrees to form a Public Facility Maintenance District (PFMD) for the maintenance of the following:
- 29.1 Maintenance of planting, shrubbery, trees, turf, irrigation systems, entry monuments, hardscapes, local street paving, parks, walls, street lights, fencing, drainage detention and retention facilities, drainage structures including percolation wells, and appurtenant facility in the public right-of-way and easements within the proposed boundary of said Maintenance District.
- 29.2 37.5% of the cost of the estimated maintenance repair, replacement, operation, engineering, administration and incidentals for planting, shrubbery, trees, turf, irrigation systems, entry monuments, hardscapes, parks, walls, streetlights, fencing, drainage detention and retentions facilities. Lots are assessed a proportion share at the time of the Final Map recordation. The 37.5% share of the total cost is based on the number of lots in Phase 1

(35 Lots) of the Sequoias Unit 2 Subdivision (297 lots).

- 30. <u>Attorneys' Fees</u>. Should any legal action or arbitration be brought by either party because of breach of this Agreement or to enforce any provision of this Agreement, the prevailing party shall be entitled to all costs of suit, reasonable attorneys' fees, arbitration costs and such other costs as may be determined by the court or arbitrator.
- 31. Notices. Formal written notices, demands, correspondence and communications between City and Developer shall be sufficiently given if: (a) personally delivered; (b) dispatched by next day delivery by a reputable carrier such as Federal Express to the offices of City and Developer indicated below, provided that a receipt for delivery is provided; or (c) if dispatched by first class mail, postage prepaid, to the offices of City and Developer indicated below. Such written notices, demands, correspondence and communications may be sent in the same manner to such persons and addresses as either party may from time-to-time designate by next day delivery or by mail as provided in this Section.

City:

CITY OF CORCORAN 832 Whitley Avenue, Corcoran, CA 93212 Attention: City Engineer

Developer:

STONEFIELD HOMES 923 Pacheco Blvb. Suite B. Los Banos, CA 93635

Notices delivered by deposit in the United States mail as provided above shall be deemed to have been served two (2) business days after the date of deposit if addressed to an address within the State of California, and three (3) business days if addressed to an address within the United States but outside the State of California.

<u>Transfers; Assignments.</u> Developer may assign its obligations under this Agreement to successor owner(s) of the Property only with the prior written consent of the City. In connection with any such assignment, Developer and its assignee shall execute and deliver to City a written assignment and assumption agreement in a form acceptable to the City Attorney.

- 32. <u>Binding Upon Heirs, Successors and Assigns</u>. The terms, covenants and conditions of this Agreement shall be binding upon all heirs, successors and assigns of the parties hereto; provided, however, that this Agreement shall not be binding upon a purchaser or transferee of any portion of the Property unless this Agreement has been assigned pursuant to Section 30. If this Agreement has not been assigned or if the assignment has not been consented to by City, it shall remain binding on Developer.
- 33. <u>Headings</u>. Section headings in this Agreement are for convenience only and are not intended to be used in interpreting or construing the terms, covenants or conditions contained in this Agreement.
- 34. <u>Severability</u>. If any provision of this Agreement is held, to any extent, invalid, the remainder of this Agreement shall not be affected, except as necessarily required by the invalid provision, and shall remain in full force and effect.
  - 35. Entire Agreement. The terms and conditions of this Agreement constitute

the entire agreement between City and Developer with respect to the matters addressed in this Agreement. This Agreement may not be altered, amended or modified without the written consent of both parties.

36. <u>Governing Law; Venue</u>. This Agreement shall be construed and enforced in accordance with the laws of the State of California, without reference to choice of law

provisions. Any legal actions under this Agreement shall be brought only in the Superior Court of the County of Kings, California, State of California.

- 37. Authority. Each party executing this Agreement on behalf of a party represents and warrants that such person is duly and validly authorized to do so on behalf of the entity it purports to bind and if such party is a partnership, corporation or trustee, that such partnership, corporation or trustee has full right and authority to enter into this Agreement and perform all of its obligations hereunder.
- 38. <u>Time is of the Essence</u>. Time is of the essence of this Agreement and of each and every term and condition hereof.
- 39. Runs with the Land; Recordation. This Agreement pertains to and shall run with the Property. Upon execution, this Agreement shall be recorded in the Official Records of Kings County.

IN WITNESS WHEREOF, City and Developer have executed this Agreement as of the Effective Date.

Elicotive Bate.	
	CITY
	CITY OF CORCORAN, a California municipal corporation
ATTEST:	By: Kindon Meik, City Manager
Marlene Lopez, City Clerk	
APPROVED AS TO FORM:	

DEVELOPER

By:

David Overstreet, City Attorney

Name:

PRESIDENT

Its:

#### Exhibit A

# Legal Description of the Property

## LEGAL DESCRIPTION:

THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT APPROVED OCTOBER 14, 1884;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS A, B AND C.

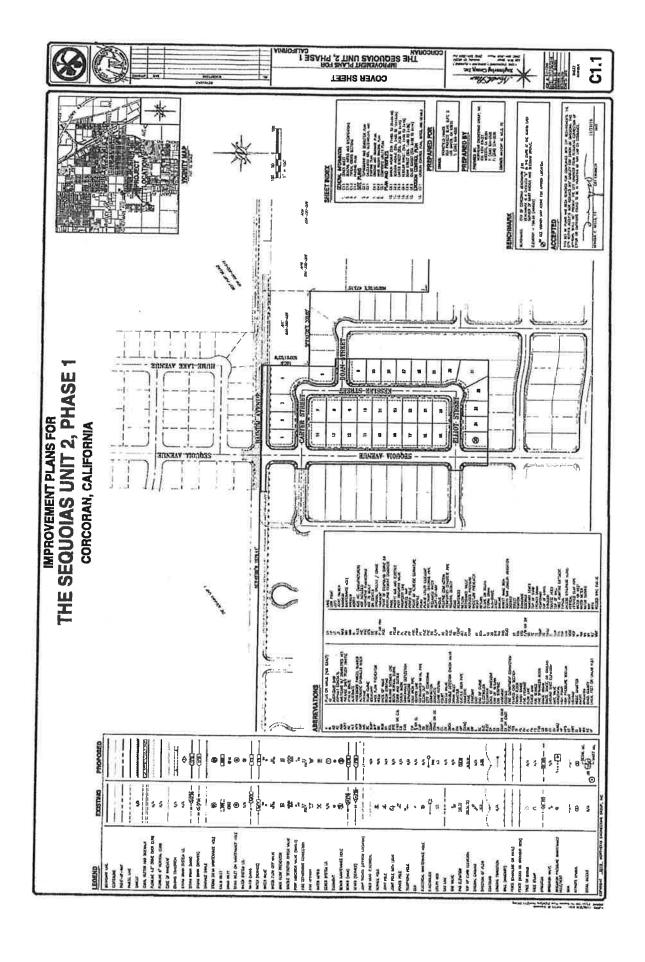
PARCEL A: THE NORTH 190 FEET OF THE EAST 300 FEET OF THE WEST HALF OF THE SOUTHEAST OUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN.

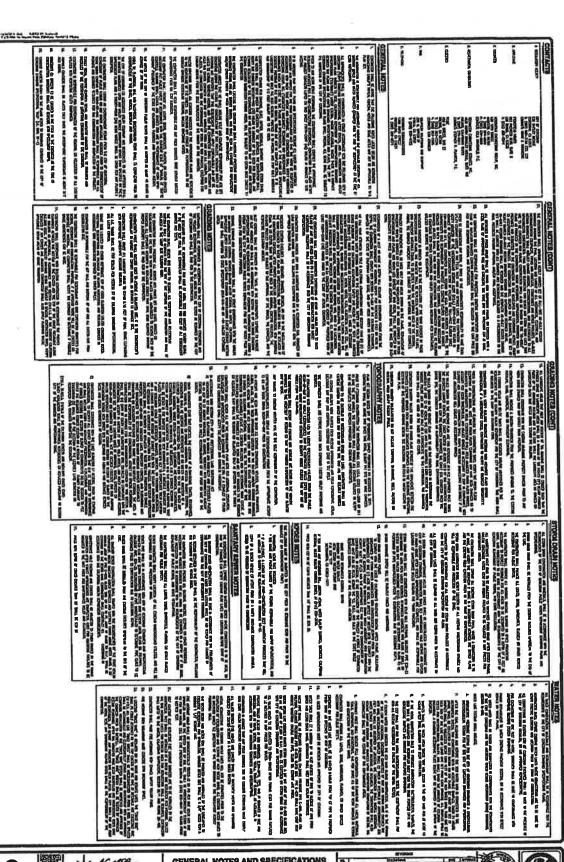
PARCEL B: SUCH INTEREST IN THAT PORTION THEREOF LYING WITHIN A STRIP OF LAND OF THE UNIFORM WIDTH 60 FEET, LYING 30 FEET ON EITHER SIDE OF THE EAST LINE OF SAID SECTION 22, AS WAS GIVEN, GRANTED, DEDICATED AND CONVEYED TO THE COUNTY OF KINGS FOR THE USE AND PURPOSE OF A PUBLIC HIGHWAY, BY THAT CERTAIN DOCUMENT DATED MARCH 6, 1907 RECORDED IN BOOK 1 AT PAGE 383 OF RIGHTS OF WAY ON MAY 18, 1907.

PARCEL C. SUCH INTEREST IN THE NORTH 30 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 30 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, AS WAS GRANTED TO THE CITY OF CORCORAN, "FOR USE AS A RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES", BY DEED RECORDED FEBRUARY 27, 1988 IN BOOK 918 AT PAGE 366 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 2761.

# Exhibit B

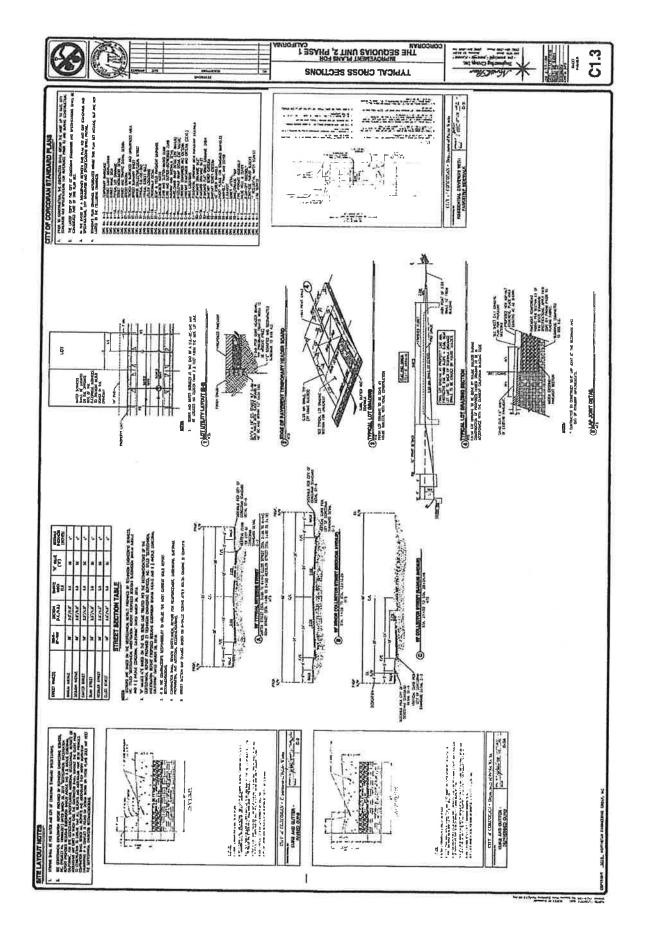
# Improvement Plans

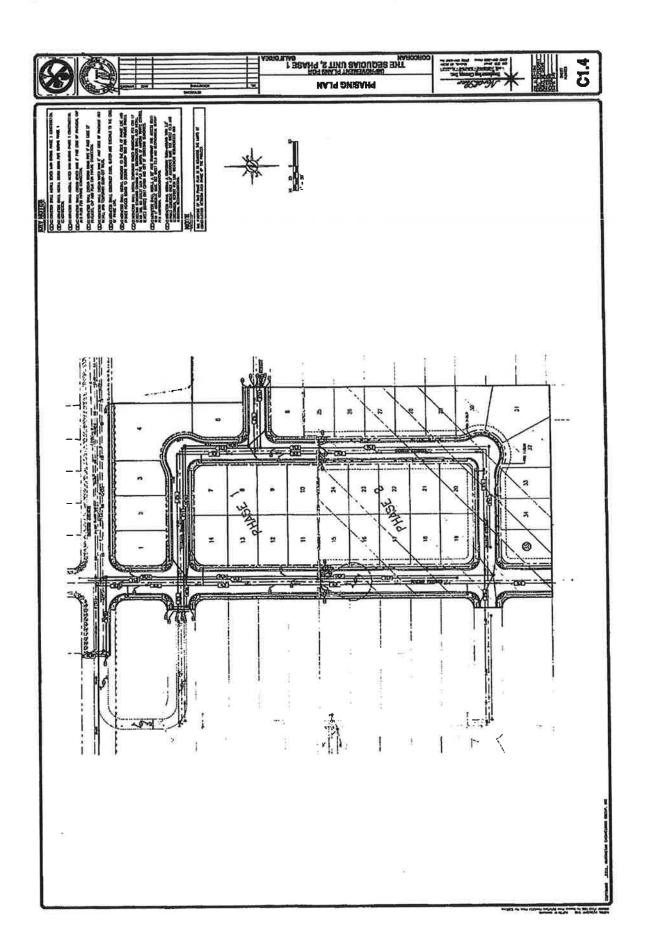


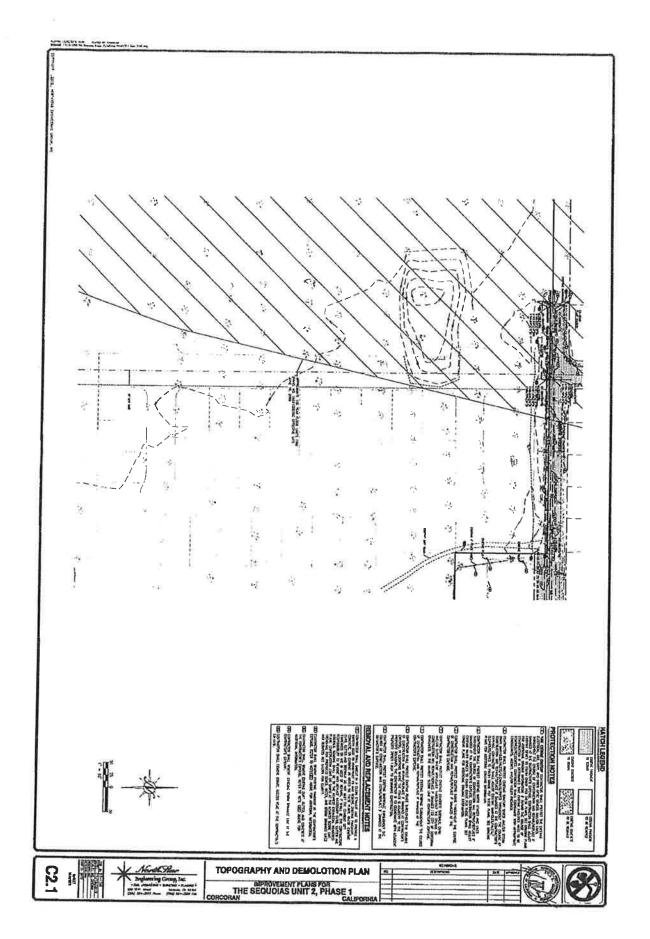


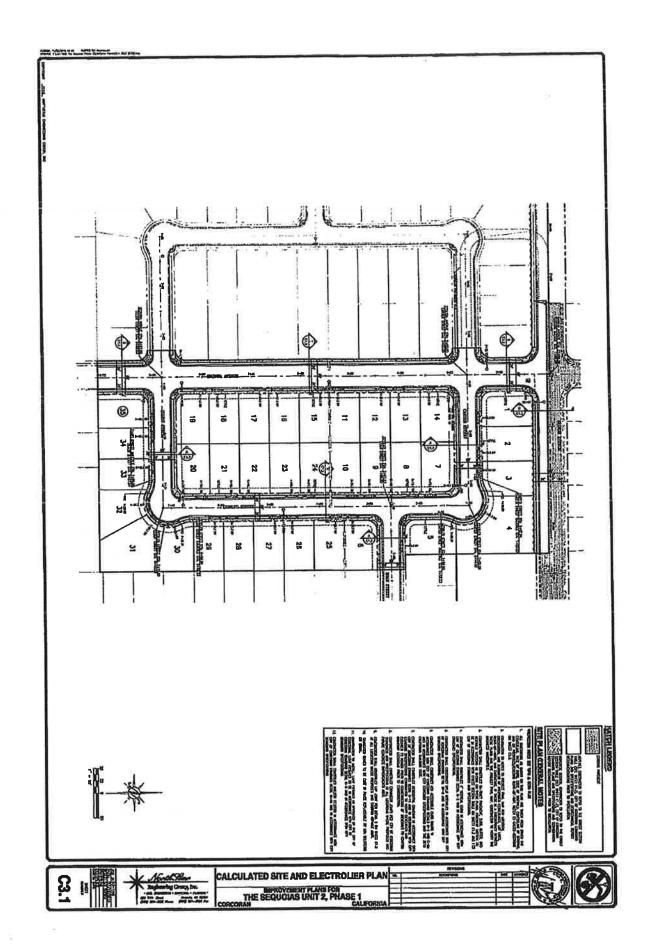


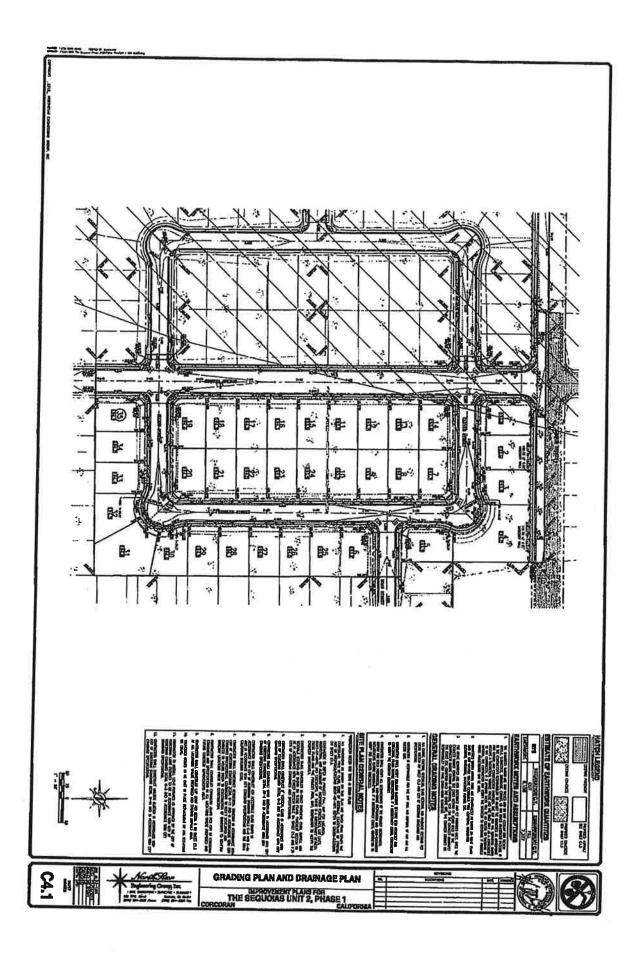


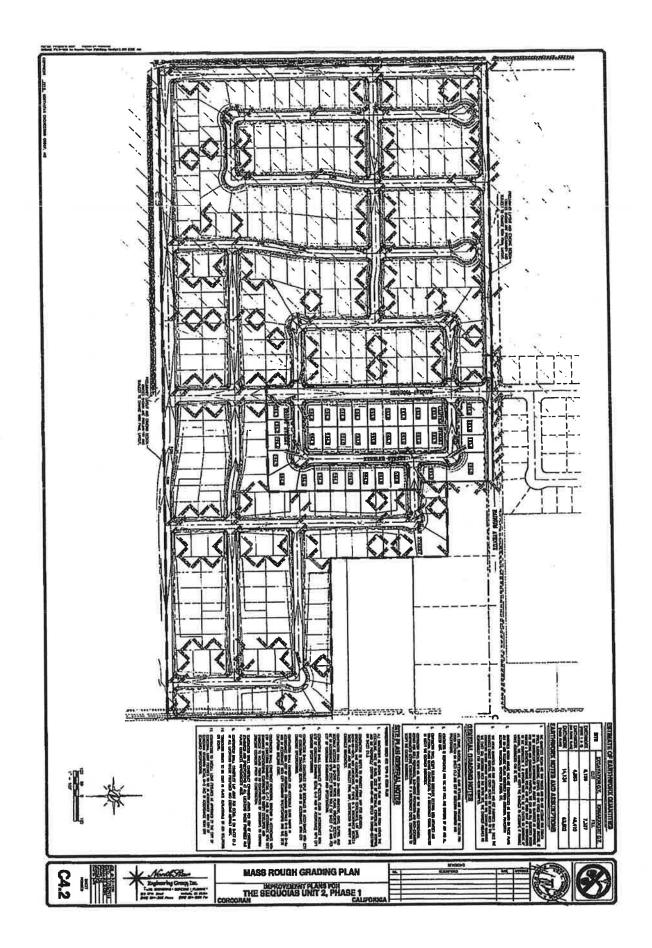


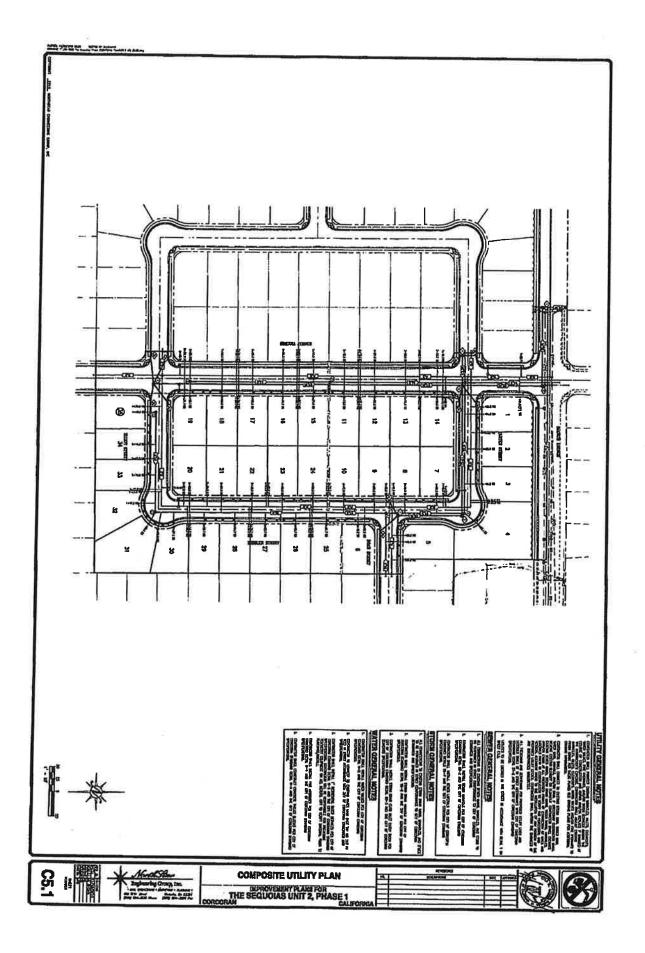


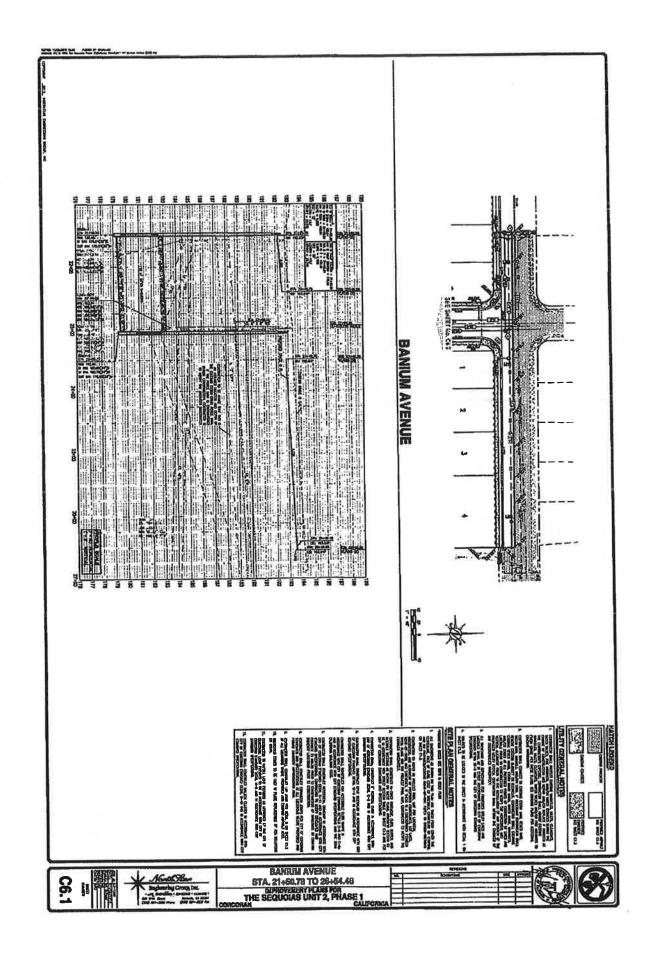


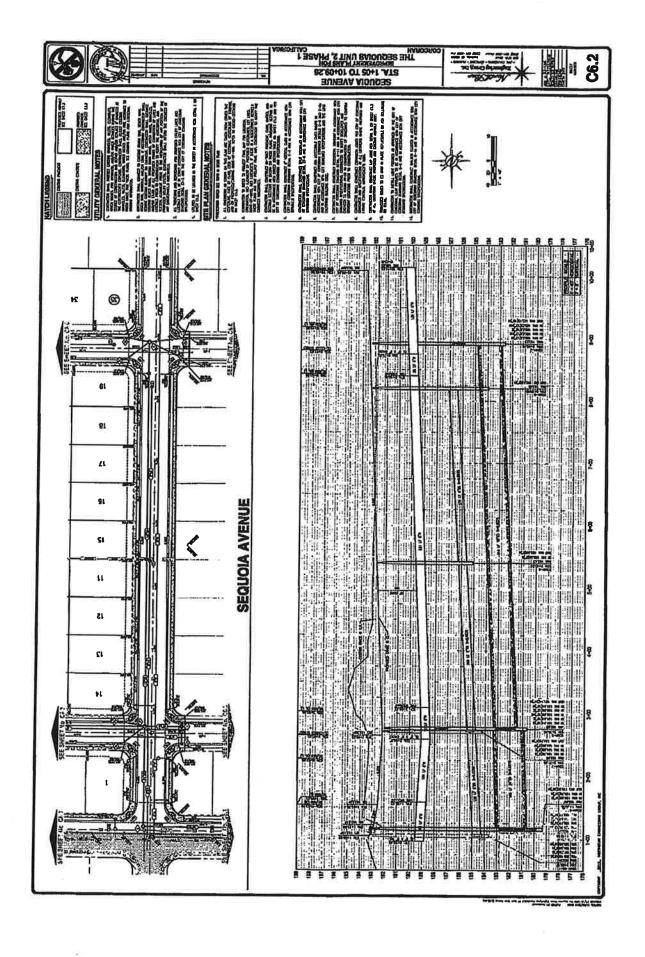


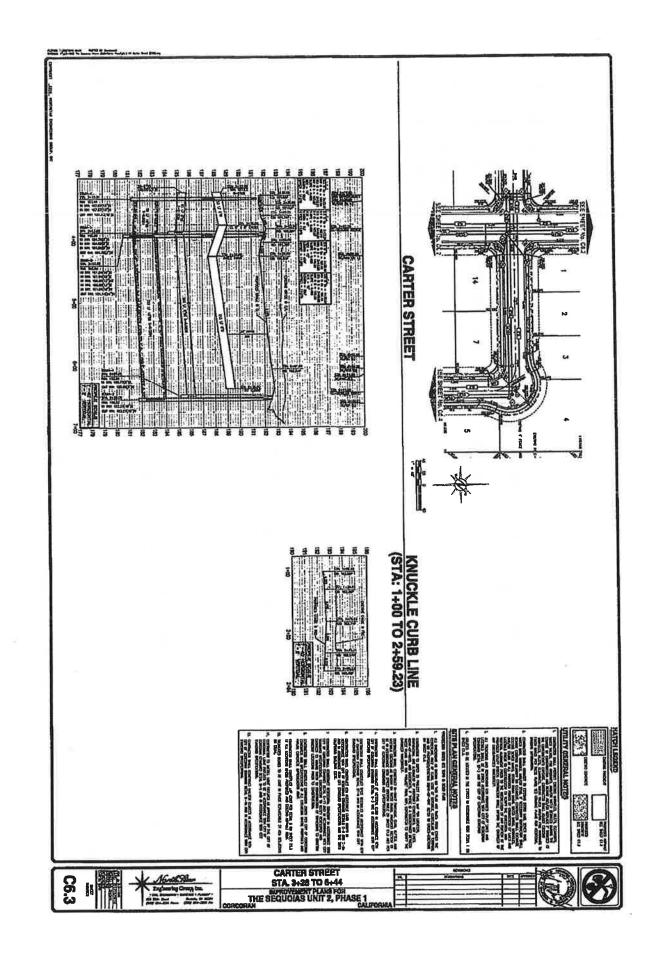


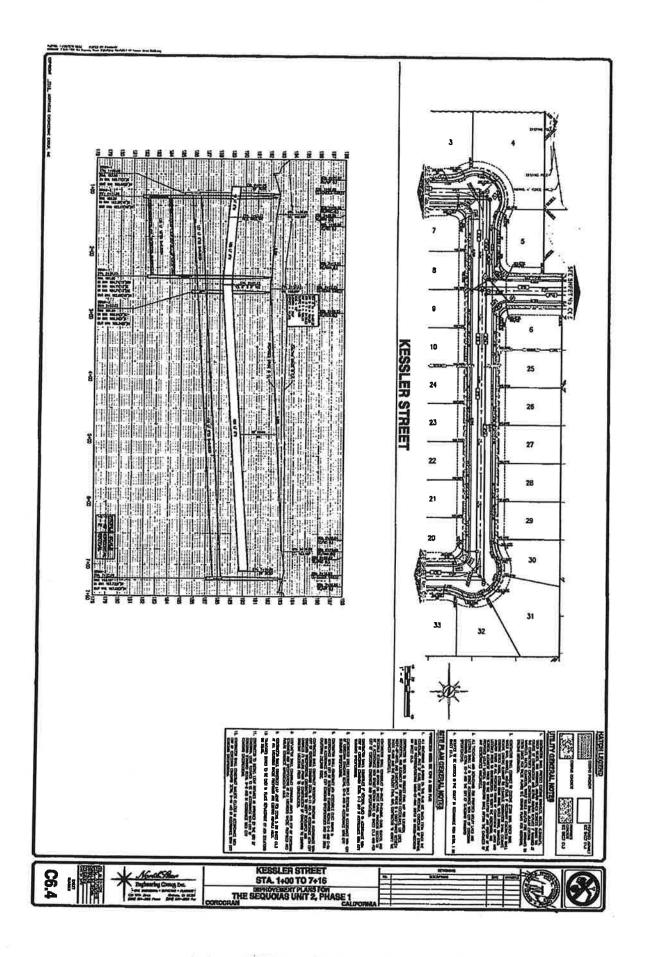


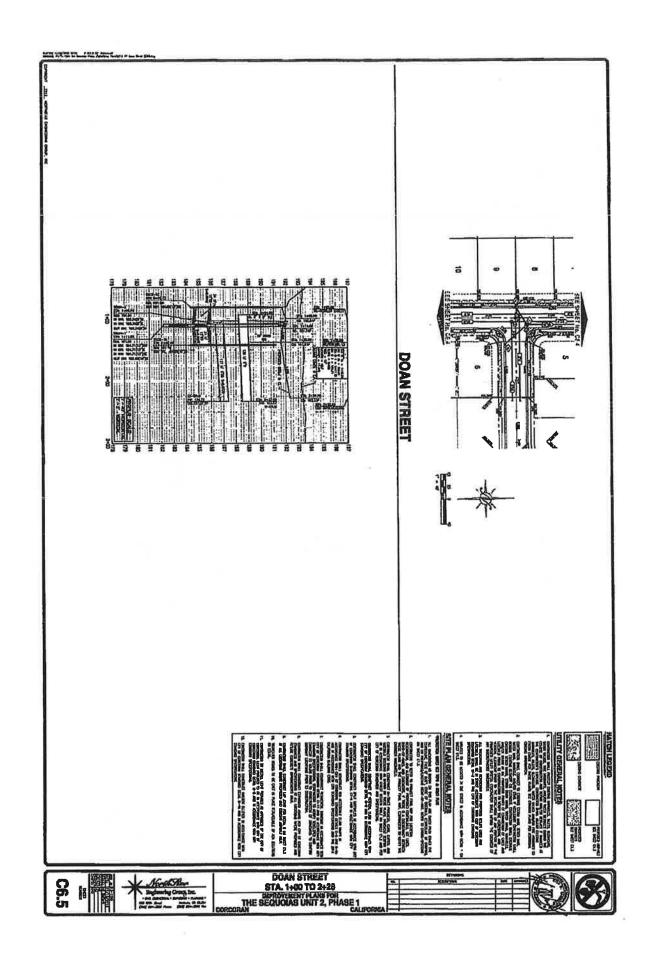


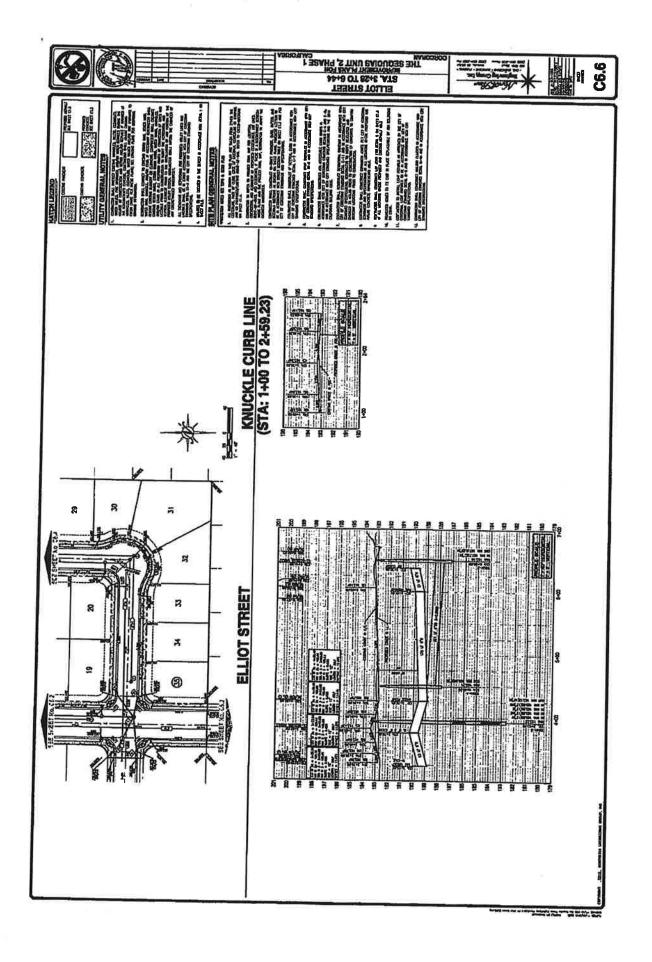


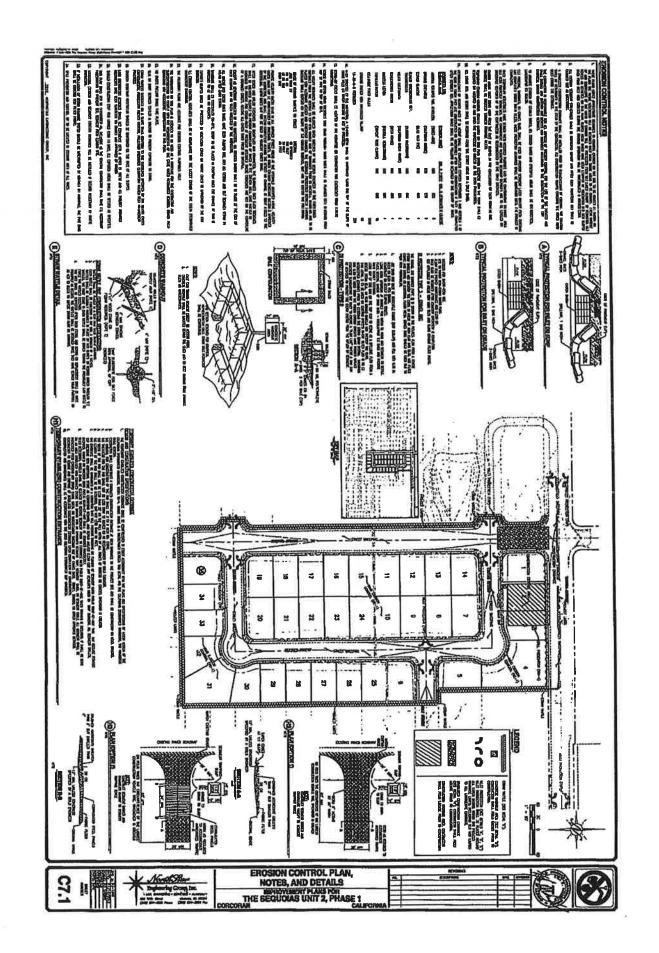












# Exhibit C

# **Engineer's Cost Estimate**



# NorthStar Engineering Group, Inc.

620 12th Street Modesto, CA 95354 Phone (209) 524-3525 Fax (209)524-3526

The Sequoias Unit 2

Engineer's Estimate of Probable Cost

Bond	-	Of	f-Si	te

ITEM	DESCRIPTION	UNIT COST	COST	
	OUTS DEFENDATION AND CRADING			
_A.	SITE PREPARATION AND GRADING	0.4	\$1,265.00 AC	\$455.40
1.	Clearing and Grubbing	\$1.91 SF	\$2,004.19	
2.	Remove Existing Pavement	\$4.67 LF	\$2,595.04	
3.	Sawcut Existing Pavement Remove Existing Storm Drainage Line	\$15.00 LF	\$3,459.45	
4.		230.6	\$0.50 SF	\$5,226.25
5.	Street Fine Grading Traffic Control	5	\$2,200.00 DAY	\$11,000.00
6.	Tranic Control		SUB-TOTAL ===>_	\$24,740.33
B.	EROSION CONTROL			***** ***
1.	Erosion Control Improvements	0.4	\$800.00 AC	\$288.00
			SUB-TOTAL ===>_	\$288.00
<u>C.</u>	STORM 12" HDPE - Storm Drainage	12	\$26.50 LF	\$318.00
2.	Curb Inlet - City Standard	1	\$2,407.14 EA	\$2,407.14
D.	STREETS		SUB-TOTAL ===>_	\$2,725.14
	6" Vertical Curb and Gutter	490	\$19.88 LF	\$9,738.75
1.	4" PCC Concrete Walk (Includes Ramps and Returns)	2,234	\$3.92 SF	\$8,749.91
2.	ADA Ramp (Labor and Truncated Domes Only)	2	\$1,039.29 EA	\$2,078.57
3. 4.	3" AC over 4" AB Pavement 12" Lime Treatment	10,453	\$3.70 SF	\$38,674.25
4.	3 AC OVER 4 AB PAVEINER 12 Line Treatment	10,100	SUB-TOTAL ===>	
E.	STREET LIGHTS		#4 F00 00 FA	\$4,500.00
_ 1,	70 Watt Electrolier	11	\$4,500.00 EA	φ4,300.00
			SUB-TOTAL ===>_	\$4,500.00
<u>F.</u>	STRIPING AND SIGNAGE	141	\$2.00 LF	\$281.64
1.	Crosswalk	141	Ψ2.00 L1	QLO IIO I
_			SUB-TOTAL ===>_	\$281.64
G. 1.	MISCELLANEOUS  Landscape w/ Irrigation (Streetscape)	1,375	\$3.00 SF	\$4,126.41
1.	Landscaps W Inigation (Otroctscaps)		SUB-TOTAL ===>_	

CONSTRUCTION TOTAL ===>

\$95,903.00

# The Sequoias Unit 2 Engineer's Estimate of Probable Cost

#### Estimate General Notes

- 1. This Engineer's Estimate of Probable Cost is based on the approved "Improvement Plans for the Sequoias Unit 2, Phase 1 & 2" prepared by NorthStar Engineering Group, Inc. and dated June 25, 2018. Changes or increases may occur upon processing Entitlements, preparation of Civil Designs and/or Improvement Plan processing and approvals.
- This Engineer's Estimate of Probable Cost is based upon preliminary information and is provided to assist the project proponent. Units costs are based on local knowledge, previous project bids, and coordination with contractors. Units costs are subject to change.
- 3. This Preliminary Engineer's Estimate of Probable Cost does not include the following:
  - a. City plan check, final map, development fees or fees due at building or encroachment permit
  - b. Development Agreement fees
  - c. Engineering Plans and Studies
  - d. Geotechnical Studies, Services or Construction Support
  - e. Construction Management
  - f. Construction Staking
  - g. Legal Services
  - h. Architectural and Landscape Architectural Services
  - i. Joint Trench
  - i. Traffic Control
  - k. Fees for Lighting and Landscape, Assessment, Mello-Roos District or similar Districts
  - I. Land costs, right-of-way acquisition, easements, or rights-of-entry.
  - m. Costs associated with toxic substance removal or over excavation of unsuitable soils
  - Costs associated with finding on-site human, archaeological, or tribal remains.
  - o. Provisions for Inflation
- 4. The Contractor shall include sufficient costs for the following Items which have not been included in this estimate.
  - a. Mobilization, jobsite trailers, site security, and temporary power for construction
  - b. Testing per City of Corcoran requirements
  - Strict adherence to the City of Corcoran current standards and specifications.
- This Engineer's Estimate of Probable Cost does not include any reimbursements which this project may be eligible to.
- 6. Site Preparation and Grading does not include any stripping, shrinkage, swell, or trench spoils. Upon completion of the final grading design additional fees may occur for any import or export operations.
- Unit Cost for Asphalt Concrete is assumed to be \$0.50 per square foot per inch thick. Unit Cost for Aggregate
  Base is assumed to be \$0.25 per square foot per inch thick. Unit Cost for Ilmetreatment is assumed to be \$0.10
  per square foot per inch thick.

# **ACKNOWLEDGEMENTS**

STATE OF CALIFORNIA	)
COUNTY OF	)
Notary Public, personally appearedwho proved to me on the basis of satisf is/are subscribed to the within instrume the same in his/her/their authorized car.	re me,, factory evidence to be the person(s) whose name(s) int and acknowledged to me that he/she/they executed bacity(ies), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the
I certify under PENALTY OF PERJURY foregoing paragraph is true and correct	under the laws of the State of California that the
WITNESS my hand and official seal.	
	_(SEAL)
Notary Public	
,	****
STATE OF CALIFORNIA  COUNTY OF	) )
is/are subscribed to the within instrume the same in his/her/their authorized cal instrument the person(s), or the entity uninstrument.	factory evidence to be the person(s) whose name(s) ent and acknowledged to me that he/she/they executed pacity(ies), and that by his/her/their signature(s) on the upon behalf of which the person(s) acted, executed the
foregoing paragraph is true and correct	t.
WITNESS my hand and official seal.	
N. D. P.	_(SEAL)
Notary Public	

# **ACKNOWLEDGMENT**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

STATE OF CALIFORNIA	
country of Morred	
on March 10, 2020 before me, Rec	zine A. Robles , Notary
Public, personally appeared Step Hostelle me on the basis of satisfactory evidence to be the to the within instrument and acknowledged to nhis/her/their authorized capacity(jes), and the instrument the person(s), or the entity upon behave instrument.	ne that he/she/they executed the same in at by his/her/their signature(s) on the
I certify under PENALTY OF PERJURY under the foregoing paragraph is true and correct.	laws of the State of California that the
WITNESS my hand and official seal.	
Signature Regi RS	REGINA A. ROBLES Notary Public - California Merced County Commission # 2161490
	My Comm. Expires Jul 30, 2020



# CASHIER'S CHECK

118508084

90-3842

Date

March 05, 2020

Payee

City of Corcoran

**Amount** 

\$19,180.00

REMITTER

Stonefield Home

Memo

**NON - NEGOTIABLE CLIENT COPY** 

If this check is lost, destroyed or stolen, the bank will require the payee or remitter to detiver a claim to the bank. The claim will infoude the bank's Declaration of Loss form signed under penalty of perjury. The bank is not obligated to pay the amount of the check until the later of the date of the claim or the 90th day from the date of the check. If the bank has paid the check before the 90th day, the bank will not be required to pay the claim.

PRINTED ON WATERMARK SECURITY PAPER - HOLD TO LIGHT TO VIEW. THE FACE OF THIS DOCUMENT HAS A COLORED BACKGROUND ON WHITE PAPER.

Mechanics Bank

CASHIER'S CHECK

118508084

90-3842

(800) 942-6222

Date

March 05, 2020

Nineteen Thousand One Hundred Eighty and 00/100ths Dollars Pay

To The

City of Corcoran

Order Of

**REMITTER** Stonefield Home

Memo

Amount

\$19,180.00

Authorized Signature

001900005 # 118508084# #122238420#

## OWNER'S STATEMENT:

WE, THE UNDERSIGNED, HEREBY STATE THAT WE ARE ALL THE PARTIES HAVING RECORD TITLE INTEREST IN THE LANDS SUBDIMDED AND SHOWN ON THIS FINAL MAP AND THAT WE ARE THE ONLY PERSONS WHOSE CONSENT IS NECESSARY TO PASS A CLEAR TITLE TO SAID REAL PROPERTY, AND WE HEREBY CONSENT TO THE PREPARATION AND FILING OF THIS MAP IN THE OFFICE OF THE COUNTY RECORDER OF KINGS COUNTY, CALIFORNIA.

WE ALSO OFFER FOR DEDICATION TO THE PUBLIC FOR PUBLIC USE ALL PUBLIC UTILITY EASEMENTS, AVENUES AND STREET AND RELINQUISH TO THE CITY OF CORCORAN ALL ACCESS RIGHTS DIRECTLY ONTO BAINUM AVENUE AS SHOWN ON THIS FINAL MAP.

OWNER: STONEFIELD HOME, INC. A CALIFORNIA	A CORPORATION	
SIGNATURE	DATE	
PRINT NAME		
TRUSTEE: FIDELITY NATIONAL TITLE COMPANY		
SIGNATURE	DATE	
PRINT NAME		
A NOTARY PUBLIC OR OTHER OFFICER COMPLE THE INDIVIDUAL WHO SIGNED THE DOCUMENT TO TRUTHFULNESS, ACCURACY, OR VALIDITY OF TH	O WHICH THIS CERTIFICATI	ERIFIES ONLY THE IDENTITY OF E IS ATTACHED, AND NOT THE
NOTARY'S ACKNOWLEDGE	EMENT:	
STATE OF CALIFORNIA COUNTY OF	S.S.	
COUNTY OFS ON, BEFORE ME,S		. A NOTARY PUBLIC
PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFA IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMEN EXECUTED THE SAME IN HIS/HER/THEIR AUTHO SIGNATURE(S) ON THE INSTRUMENT THE PERSON PERSON(S) ACTED, EXECUTED THE INSTRUMENT. IN CERTIFY UNDER PENALTY OF PERJURY UNDER FOREGOING PARAGRAPH IS TRUE AND CORRECT	THE LAWS OF THE STATE	
	PRINTED NAME:	
PRINCIPAL COUNTY OF BUSINESS:	-acceptable	
COMMISSION NUMBER:	_	
A NOTARY PUBLIC OR OTHER OFFICER COMPL OF THE INDIVIDUAL WHO SIGNED THE DOCUME NOT THE TRUTHFULNESS, ACCURACY, OR VAL	NT TO WHICH THIS CERTIF	ICATE IS ATTACHED, AND
NOTARY'S ACKNOWLEDGE	EMENT:	
STATE OF CALIFORNIA	cc	
COUNTY OF]	3.3.	
ON, BEFORE ME,		, A NOTARY PUBLIC
PERSONALLY APPEARED WHO PERSONALLY APPEARED WHO PROVED TO ME ON THE BASIS OF SATISFA IS/ARE SUBSCRIBED TO THE WITHIN INSTRUMEN EXECUTED THE SAME IN HIS/HER/THEIR AUTHO SIGNATURE(S) ON THE INSTRUMENT THE PERSON PERSON(S) ACTED, EXECUTED THE INSTRUMENT.	IT AND ACKNOWLEDGED TO PRIZED CAPACITY(IES), AND N(S), OR THE ENTITY UPO	
I CERTIFY UNDER <b>PENALTY OF PERJURY</b> UNDER FOREGOING PARAGRAPH IS TRUE AND CORRECT		E OF CALIFORNIA THAT THE
WITNESS MY HAND:	PRINTED NAME:	
PRINCIPAL COUNTY OF BUSINESS:	MY COMMISSION EXPIRE	7S:
COMMISSION NUMBER:	<del>-</del>	
PLANNING COMMISSION C	ERTIFICATE:	
APPROVED BY THE CORCORAN PLANNING COMMIN DULY AUTHORIZED MEETING HELD	ISSION IN ACCORDANCE W	ITH THE REQUIREMENTS OF LAW

# TRACT NO. 878 THE SEQUOIAS UNIT NO. 2, PHASE 1

BEING A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO MERIDIAN CITY OF CORCORAN, COUNTY OF KINGS, CALIFORNIA JANUARY, 2020

# NORTHSTAR ENGINEERING GROUP, INC.

620 12th Street, Modesto, CA 95354 (209) 524-3525

# LEGAL DESCRIPTION:

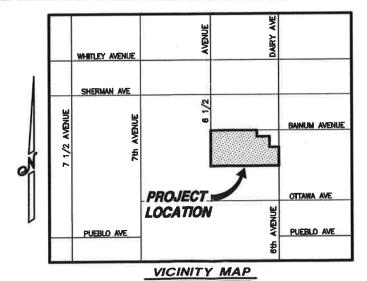
THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER, THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER, THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN, IN THE COUNTY OF KINGS, STATE OF CALIFORNIA, ACCORDING TO GOVERNMENT TOWNSHIP PLAT APPROVED OCTOBER 14, 1884;

EXCEPTING THEREFROM THE FOLLOWING DESCRIBED PARCELS A, B AND C:

PARCEL A: THE NORTH 190 FEET OF THE EAST 300 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER OF SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, MOUNT DIABLO BASE AND MERIDIAN.

PARCEL B: SUCH INTEREST IN THAT PORTION THEREOF LYING WITHIN A STRIP OF LAND OF THE UNIFORM WIDTH 60 FEET, LYING 30 FEET ON EITHER SIDE OF THE EAST LINE OF SAID SECTION 22, AS WAS GIVEN, GRANTED, DEDICATED AND CONVEYED TO THE COUNTY OF KINGS FOR THE USE AND PURPOSE OF A PUBLIC HICHWAY, BY THAT CERTAIN DOCUMENT DATED MARCH 6, 1907 RECORDED IN BOOK 1 AT PAGE 383 OF RIGHTS OF WAY ON MAY 18, 1907.

PARCEL C: SUCH INTEREST IN THE NORTH 30 FEET OF THE WEST HALF OF THE SOUTHEAST QUARTER OF THE NORTHEAST QUARTER AND THE NORTH 30 FEET OF THE SOUTHWEST QUARTER OF THE NORTHEAST QUARTER OF SAID SECTION 22, AS WAS GRANTED TO THE CITY OF CORCORAN, "FOR USE AS A RIGHT OF WAY FOR ROAD AND UTILITY PURPOSES", BY DEED RECORDED FEBRUARY 27, 1968 IN BOOK 918 AT PAGE 366 OF OFFICIAL RECORDS, AS INSTRUMENT NO. 2761.



#### SOILS REPORT STATEMENT:

PRINT NAME

HEREBY STATE THAT A SOILS REPORT WAS PREPARED BY ME ON————————————————————————————————————	20
TINESS MY HAND AND OFFICIAL SEAL THIS DAY OF, 20	

#### SURVEYOR'S STATEMENT:

I, NICOLE CANNELLA, HEREBY STATE THAT I AM A LICENSED LAND SURVEYOR OF THE STATE OF CALIFORNIA AND THAT THIS MAP CONSISTING OF FOUR SHEETS, CORRECTLY REPRESENTS A SURVEY MADE BY ME OR UNDER MY DIRECTION IN DECEMBER, 2017, AND THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN.

THIS MAP WAS PREPARED BY ME OR UNDER MY DIRECTION AND IS BASED UPON A FIELD SURVEY IN CONFORMANCE WITH THE REQUIREMENTS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCE AT THE REQUEST OF TREVINO PIONEER, LLC ON OCTOBER 31, 2017. I HERBY STATE THAT ALL THE MONUMENTS ARE OF THE CHARACTER AND OCCUPY THE POSITIONS INDICATED OR THAT THEY WILL BE SET IN THOSE POSITIONS BEFORE AUGUST, 2020, AND THAT THE MONUMENTS ARE, OR WILL BE, SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED, AND THAT THIS FINAL MAP SUBSTANTIALLY CONFORMS TO THE CONDITIONALLY APPROVED TENTATIVE MAP.

Nicole Cannella DATED: 2.12.20

## CITY ENGINEER'S STATEMENT:

I, ORFIL MUNIZ, CITY ENGINEER OF THE CITY OF CORCORAN, DO HEREBY CERTIFY THAT I HAVE EXAMINED THIS MAP, THAT THE SUBDIVISION SHOWN IS SUBSTANTIALLY THE SAME AS IT APPEARED ON THE APPROVED TENTATIVE MAP, AND ANY APPROVED ALTERATIONS THEREOF, THAT ALL PROVISIONS OF THE SUBDIVISION MAP ACT AND LOCAL ORDINANCES APPLICABLE AT THE TIME OF APPROVAL OF THE TENTATIVE MAP HAVE BEEN COMPLIED WITH SMA 66442(b)

ORFIL MUNIZ, P.E. 88165	DATE
CITY ENGINEER, CITY OF CORCORAN	

#### CITY SURVEYOR'S STATEMENT:

I, KRICHARD F AVILES, HEREBY STATE THAT I HAVE EXAMINED THIS MAP AND TO THE BEST OF MY KNOWLEDGE AND BELIEF I AM SATISFIED THAT THE MAP IS TECHNICALLY CORRECT.

RICHARD F. AVILES, PLS 9273 DATE CITY SURVEYOR, CITY OF CORCORAN							
CITY CLERK'S STATEMENT:							
THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY	COUNCIL	OF	77-				

THIS IS TO CERTIFY THAT AT A REGULAR MEETING OF THE CITY COUNCIL OF THE CITY OF CORCORAN HELD ON THE \_\_\_\_\_\_ DAY OF\_\_\_\_\_\_, 20\_\_\_\_, AN ORDER WAS DULY AND REGULARLY MADE AND ENTERED APPROVING THIS MAP AND SUBDIVISION AND ACCEPTING, SUBJECT TO IMPROVEMENTS, ON BEHALF OF THE PUBLIC, ALL OF THE STREETS, EASEMENTS AND ACCESS RIGHTS, AS SHOWN AND INDICATED WITHIN THE BOUNDARIES OF THE SUBDIVISION SHOWN UPON THIS MAP.

WITNESS	MY	HAND	AND	OFFICIAL	SEAL	OF	THE	CITY	OF	CORCORAN	THIS	DAY	0	F	20

MARLENE LOPEZ, CITY CLERK

TAX COLLECTOR'S / TREASURER'S STATEMENT:

THIS IS TO CERTIFY THAT THE PROVISIONS OF ARTICLE 8 OF CHAPTER 4 OF THE SUBDIVISION MAP ACT HAVE BEEN COMPLIED WITH REGARDING DEPOSITS

DATED THIS \_\_\_\_\_\_ DAY OF \_\_\_\_\_\_\_\_, 20\_\_\_\_.

JAMES P. ERB, DIRECTOR OF FINANCE

BY: \_\_\_\_\_\_\_\_

DEPUTY

RECORDER'S CERTIFICATE:

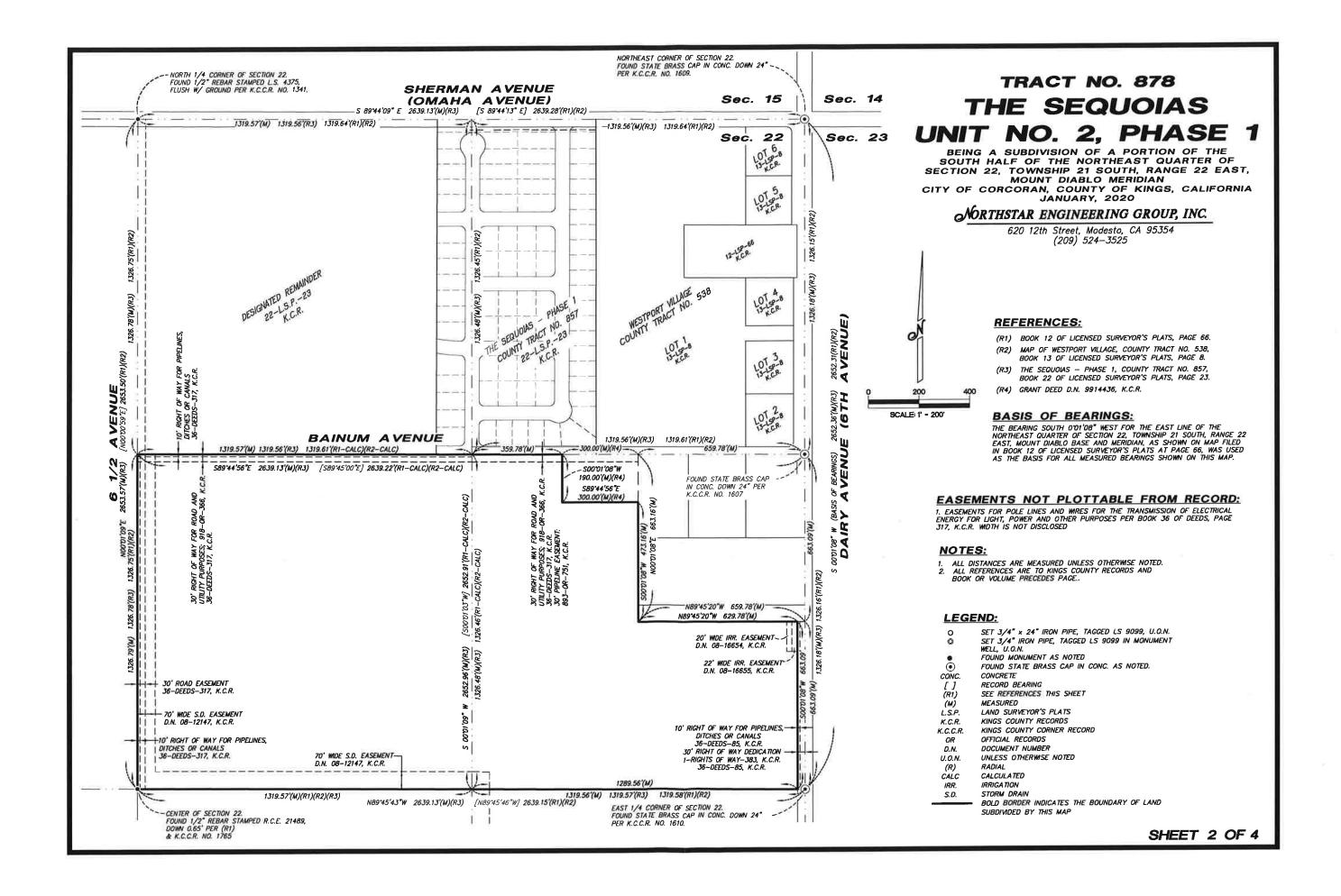
DEI OTT	
RECORDER'S CERTIFICATE:	
DOCUMENT NUMBER:	FEE PAID:
RECORDED AT THE REQUEST OF TREVINO PIONEER, 20, AT MINUTES PAST, O'CLO SURVEYOR'S PLATS, AT PAGE, KINGS COU	CKM. IN VOLUME OF LICENSED
KRISTINE LEE, KINGS COUNTY RECORDER	

SHEET 1 OF 4

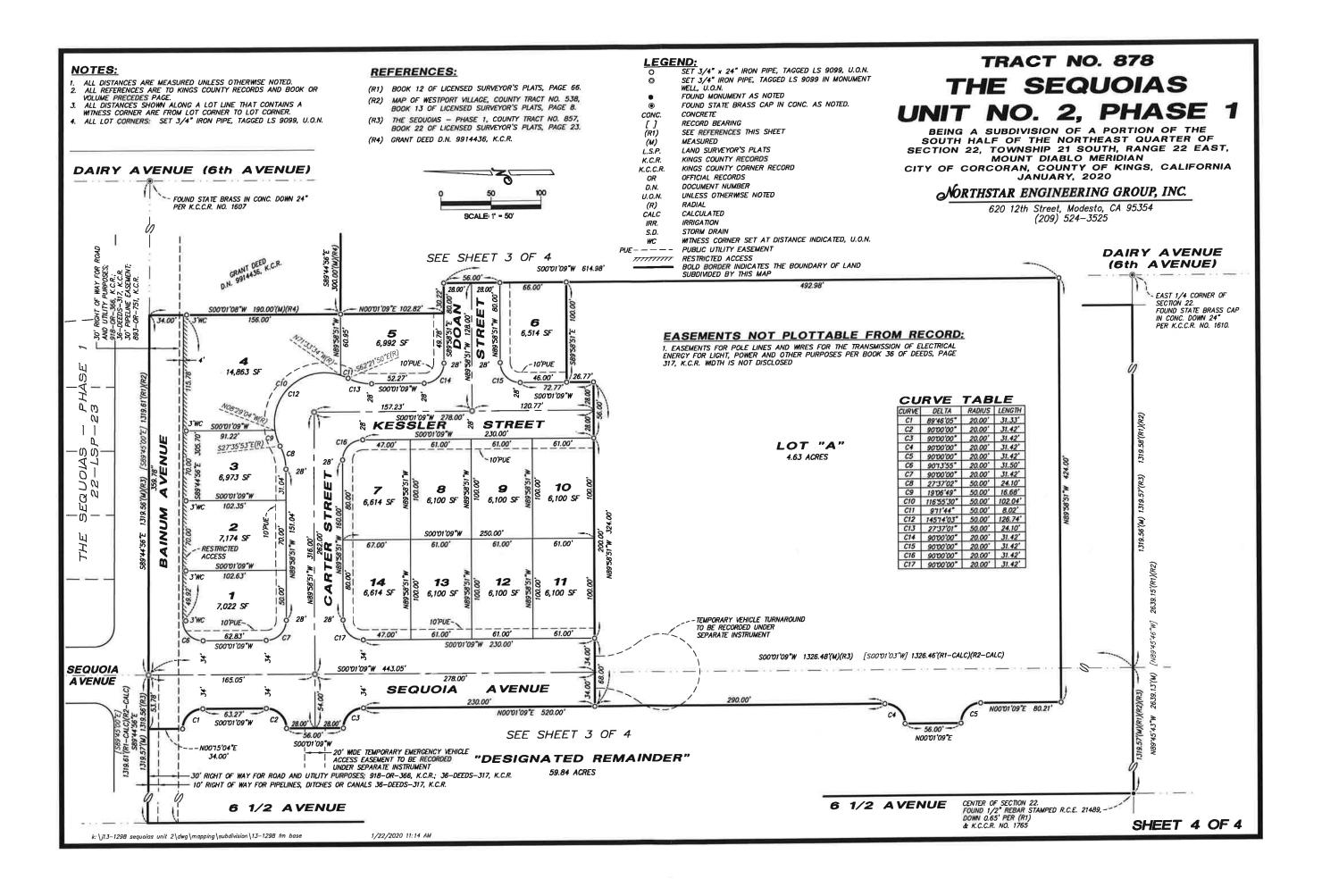
k: \j13-1298 sequoias unit 2\dwg\mapping\subdivision\13-1298 cert sht

KEVIN TROMBORG, COMMUNITY DEVELOPMENT DIRECTOR

2/12/2020 6:02 AM



#### TRACT NO. 878 REFERENCES: **LEGEND:** (R1) BOOK 12 OF LICENSED SURVEYOR'S PLATS, PAGE 66. SET 3/4" x 24" IRON PIPE, TAGGED LS 9099, U.O.N. THE SEQUOIAS SET 3/4" IRON PIPE, TAGGED LS 9099 IN MONUMENT (R2) MAP OF WESTPORT VILLAGE, COUNTY TRACT NO. 538, BOOK 13 OF LICENSED SURVEYOR'S PLATS, PAGE 8. FOUND MONUMENT AS NOTED UNIT NO. 2, PHASE 1 (R3) THE SEQUOIAS - PHASE 1, COUNTY TRACT NO. 857, FOUND STATE BRASS CAP IN CONC. AS NOTED. BOOK 22 OF LICENSED SURVEYOR'S PLATS, PAGE 23. CONC. CONCRETE (R4) GRANT DEED D.N. 9914436, K.C.R. BEING A SUBDIVISION OF A PORTION OF THE SOUTH HALF OF THE NORTHEAST QUARTER OF RECORD BEARING SEE REFERENCES THIS SHEET NOTES: MEASURED 1. ALL DISTANCES ARE MEASURED UNLESS OTHERWISE NOTED. 2. ALL REFERENCES ARE TO KINGS COUNTY RECORDS AND BOOK OR VOLUME PRECEDES PAGE. SECTION 22, TOWNSHIP 21 SOUTH, RANGE 22 EAST, LAND SURVEYOR'S PLATS L.S.P. MOUNT DIABLO MERIDIAN K.C.R. KINGS COUNTY RECORDS CITY OF CORCORAN, COUNTY OF KINGS, CALIFORNIA K.C.C.R. KINGS COUNTY CORNER RECORD JANUARY, 2020 OFFICIAL RECORDS NORTHSTAR ENGINEERING GROUP, INC. DOCUMENT NUMBER DN EASEMENTS NOT PLOTTABLE FROM RECORD: UNLESS OTHERWISE NOTED U.O.N. 620 12th Street, Modesto, CA 95354 (209) 524-3525 1. EASEMENTS FOR POLE LINES AND WIRES FOR THE TRANSMISSION OF ELECTRICAL ENERGY FOR LIGHT, POWER AND OTHER PURPOSES PER BOOK 36 OF DEEDS, PAGE RADIAL CALCULATED CALC 317 K.C.R. WIDTH IS NOT DISCLOSED IRRIGATION THE SEQUOIAS - PHASE 1 WESTPORT VILLAGE S.D. STORM DRAIN LOT 2 BOLD BORDER INDICATES THE BOUNDARY OF LAND COUNTY TRACT NO. 538 COUNTY TRACT NO. 857 SUBDIVIDED BY THIS MAP 22-L.S.P.-23 K.C.R. 389"44"56"E 2639.13"(M)(R3) [589"45"00"E] 2639.22"(R1-CALC)(R2-CALC) BAINUM AVENUE 1319.56'(M)(R3) 1319.61'(R1)(R2) 659.78'(M) 1319.57'(M) 1319.56'(R3) 1319.61'(R1-CALC)(R2-CALC) 359 78'(M) 300.00 (M)(R4) N0075'04"E--500'01'08"W 34.00 FOUND STATE BRASS CAP IN -2 3 190.00'(M)(R4) 20' WIDE TEMPORARY EMERGENCY --VEHICLE ACCESS EASEMENT TO BE RECORDED UNDER SEPARATE CONC. DOWN 24" PER K.C.C.R. S00'01'09"W C2 63.27 S89'44'56"E CARTER STREET 300.00'(M)(R4) 918-317. S00'01'09"W-NO0101'09"E 14 7 30° RIGHT OF WAY F UTILITY PURPOSES; K.C.R.; 36—DEEDS—3 56.00 13 8 S89°58'51"E DOAN STREET 30.22' 12 9 6 10 11 SCALE: 1" - 150" TEMPORARY VEHICLE TURNAROUND EASEMENT TO BE RECORDED UNDER SUBDIVISION SUMMARY: LOTS (14) 4.63 ACRES LOT "A" 4.63 ACRES DESIGNATED REMAINDER 59.84 ACRES 1.81 ACRES SEPARATE INSTRUMENT "DESIGNATED REMAINDER" NB9'45'20"W 659.78'(M) 59.84 ACRES OF N89'45'20"W 629.78'(M) SEE SHEET 20' WIDE IRR. EASEMENT -D.N. 08-16654, K.C.R. NOO'01'09"E -56.00" **CURVE TABLE** 22' WIDE IRR. EASEMENT-CURVE DELTA RADIUS LENGTH N00'01'09"E . C1 89'46'05" 20.00' 31.33' C2 90'00'00" 20.00' 31.42' C3 90'00'00" 20.00' 31.42' 80.21 30' ROAD EASEMENT N89'58'51"W 424.00' 36-DFFDS-317, K.C.R. C4 90'00'00" 20.00' 31.42' C5 90'00'00" 20.00' 31.42' 70' WIDE S.D. EASEMENT D.N. 08-12147, K.C.R. 30' RIGHT OF WAY DEDICATION 1-RIGHTS OF WAY-383, K.C.R. 36-DEEDS-85, K.C.R. 10' RIGHT OF WAY FOR PIPELINES, DITCHES OR CANALS 70' WIDE S.D. EASEMENT 10' RIGHT OF WAY FOR D.N. 08-12147, K.C.R. PIPELINES, DITCHES OR CANALS— 36-DEEDS-85, K.C.R. 2609.13 1289.56'(M) 1319.56'(M) 1319.57'(R3) 1319.58'(R1)(R2) 1319.57'(M)(R1)(R2)(R3) N89'45'43"W 2639.13'(M)(R3) [N89'45'46"W] 2639.15'(R1)(R2) EAST 1/4 CORNER OF SECTION 22. FOUND STATE BRASS CAP IN CONC. DOWN 24"-PER K.C.C.R. NO. 1610. - CENTER OF SECTION 22. FOUND 1/2" REBAR STAMPED R.C.E. 21489, DOWN 0.65" PER (R1) SHEET 3 OF 4 k: $\fi = 1298$ sequoias unit $2\dwg\mopping\subdivision\13-1298$ overoll sht 31/22/2020 11:14 AM



### City of ORCORA FOUNDED 1914 A MUNICIPAL CORPORATION-

STAFF REPORT ITEM #: 7-E

#### **MEMORANDUM**

TO:

City Council

FROM:

Soledad Ruiz-Nunez, Finance Director

DATE:

May 20, 2020

**MEETING DATE:** May 26, 2020

**SUBJECT:** Provide direction for late fees on Utility bills.

**Recommendation**: Late fees on Utility bills are to resume effective July 1, 2020.

#### **Discussion:**

On March 24, 2020 during the Council meeting under item 8-A we discussed that the City would not be shutting off utilities to residents for failure of payment in order to comply with the directive from the Governor. We also discussed waiving late fees in order to fall in line with other utility companies.

The City has waived late fees on Utility bills for April and May due to Covid 19 economic uncertainty. The last time we assessed the late fee of \$5.00 in March they were assessed on 1,048 accounts for revenue of \$5,240 to the Water Fund.

#### **Budget Impact:**

Loss of approximately \$5,000 monthly to the Water Fund each month late fees are not assessed on Utility bills.

#### **Attachments:**

None.

STAFF REPORT ITEM #: 7-F

**MEMO** 

TO:

Corcoran City Council/Oversight Board of the Successor Agency of the Corcoran

Redevelopment Agency/

FROM:

Kindon Meik, City Manager/Executive Director

DATE:

May 22, 2020

Subject:

Consider Resolution No. 3027 and Resolution No. 2020-01 regarding proceeds

from the sale of the Corcoran Business Park lots.

**Recommendation:** Approve Resolution No. 3027 and Resolution No. 2020-01 determining that 50% of the proceeds from the sale of the Corcoran Business Park lots will be remitted to Kings County for distribution to respective taxing entities.

#### Background

With the dissolution of the Corcoran Redevelopment Agency in 2011, the Successor Agency was required to submit a Long Range Property Management Plan (LRPMP) proposing a permissible use on properties held by the Successor Agency. The approved LRPMP included eleven (11) lots in the Corcoran Business Park. Per the approved plant, the lots are to be sold and the "proceeds from the sale of the property minus Economic Development Administration (EDA) grant funds will be distributed to the taxing entities."

Following a thorough review of the available documents, staff has been unable to determine the amount of EDA grant monies that were used to improve the Corcoran Business Park in relation to Redevelopment Agency monies also spent on the project. As a result, staff is recommending that 50% of all proceeds be remitted to the County and 50% be retained by the City.

#### **Budget Impact:**

The sewer rate increases will allow the sewer enterprise to continue to operate with a positive fund balance, and also provided debt service funding for planned capital projects.

#### **Attachments:**

- Resolution No. 3027
- Resolution No. 2020-01

#### **RESOLUTION NO. 3027**

## A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCRAN REGARDING THE SALE OF CORCORAN BUSINESS PARK LOTS

WHEREAS, the Corcoran Successor Agency has prepared a Long Range Property Management Plan, which identifies each of the real property assets of the former Corcoran Redevelopment Agency, including the Agency's preferred method of disposing of those assets pursuant to the AB 1484 Section 34191.5; and

WHEREAS, on March 23, 2015, The Oversight Board of the Successor Agency to the Corcoran Redevelopment Agency, at a noticed public meeting, reviewed and approved the City of Corcoran Successor Agency Long Range Property Management Plan for the disposition of real property assets of the former Corcoran Redevelopment Agency; and

WHEREAS, the Department of Finance approved the Corcoran Long Range Property Management Plan in May 2015; and,

WHEREAS, all properties identified in the Long Range Property Management Plan have been transferred to the City of Corcoran for disposition as outlined in the plan; and,

WHEREAS, the Long Range Property Management Plan identifies eleven (11) lots in the Corcoran Business Park to be sold and notes that "proceeds from the sale of the property minus Economic Development Administration (EDA) grant funds will be distributed to the taxing entities."

**NOW, THEREFORE, BE IT RESOLVED** that the City Council of the City of Corcoran hereby finds, determines, resolves and orders as follows:

- Section 1. The above recitals are true and correct, and are a substantive part of this Resolution.
- Section 2. When properties from the Corcoran Business Park are sold, 50% of the proceeds will be remitted to the County of Kings for distribution to the respective taxing entities and 50% of the proceeds will be retained by the City of Corcoran.
- Section 3. The staff and City Council are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

**PASSED, APPROVED, AND ADOPTED** by the City Council of the City of Corcoran at a regular meeting this 26th day of May 2020, by the following vote:

AYES: Members: NOES: Members:

ABSTAIN: Members:

**APPROVED:** 

**ABSENT:** 

Sidonio "Sid" Palmerin, Chairperson

Members:

**ATTEST:** 

Marlene Spain, City Clerk Corcoran Oversight Board Secretary

#### **RESOLUTION NO. 2020-01**

# A RESOLUTION OF THE CORCORAN OVERSIGHT BOARD FOR THE CORCORAN SUCCESSOR AGENCY TO THE FORMER CORCORAN REDEVELOPMENT AGENCY REGARDING THE SALE OF CORCORAN BUSINESS PARK LOTS

WHEREAS, the Corcoran Successor Agency has prepared a Long Range Property Management Plan, which identifies each of the real property assets of the former Corcoran Redevelopment Agency, including the Agency's preferred method of disposing of those assets pursuant to the AB 1484 Section 34191.5; and

WHEREAS, on March 23, 2015, The Oversight Board of the Successor Agency to the Corcoran Redevelopment Agency, at a noticed public meeting, reviewed and approved the City of Corcoran Successor Agency Long Range Property Management Plan for the disposition of real property assets of the former Corcoran Redevelopment Agency; and

WHEREAS, the Department of Finance approved the Corcoran Long Range Property Management Plan in May 2015; and,

WHEREAS, the Long Range Property Management Plan identifies eleven (11) lots in the Corcoran Business Park to be sold and notes that "proceeds from the sale of the property minus Economic Development Administration (EDA) grant funds will be distributed to the taxing entities."

**NOW, THEREFORE, BE IT RESOLVED** that the Corcoran Oversight Board for the Corcoran Successor Agency of the Corcoran Redevelopment Agency hereby finds, determines, resolves and orders as follows:

- Section 1. The above recitals are true and correct, and are a substantive part of this Resolution.
- When properties from the Corcoran Business Park are sold, 50% of the proceeds will be remitted to the County of Kings for distribution to the respective taxing entities and 50% of the proceeds will be retained by the City of Corcoran.
- Section 3. The staff and Board of the Successor Agency are hereby authorized and directed, jointly and severally, to do any and all things which they may deem necessary or advisable to effectuate this Resolution.

**PASSED, APPROVED, AND ADOPTED** by the Oversight Board of the Successor Agency to the Corcoran Redevelopment Agency at a regular meeting this 26th day of May 2020, by the following vote:

AYES:	Members:
NOES:	Members:
ABSENT:	Members:
ABSTAIN:	Members:
APPROVED	:
Sidonio "Sid"	Palmerin, Chairperson
ATTEST:	

Marlene Spain, City Clerk

Corcoran Oversight Board Secretary

## MATTERS FOR MAYOR AND COUNCIL ITEM #: 8

#### **MEMORANDUM**

**MEETING DATE:** 

May 26, 2020

TO:

Corcoran City Council

FROM:

Kindon Meik, City Manager

**SUBJECT:** 

Matters for Mayor and Council

#### **UPCOMING EVENTS / MEETINGS**

- June 9, 2020 (Tuesday) City Council Meeting 5:30 PM, Council Chambers
- o June 23, 2020 (Tuesday) City Council Meeting 5:30 PM, Council Chambers
- o July 4, 2020 (Friday) City Offices Closed Observance of Independence Day
- o July 14, 2020 (Tuesday) City Council Meeting 5:30 PM, Council Chambers
- o July 28, 2020 (Tuesday) City Council Meeting 5:30 PM, Council Chambers

#### A. Information Items:

- 1. Budget study session proposed date June 16, 2020
- 2. UHC grant to test for COVID-19
- 3. League of California Cities Support Local Recovery Coalition
- B. Council Comments This is the time for council members to comment on matters of interest.
  - 1. Staff Referral Items

#### C. Committee Reports

- 1. Kings Waste and Recycling Agency (KWRA)
- 2. Kings County Association of Governments (KCAG)
- 3. Kings Community Action Organization

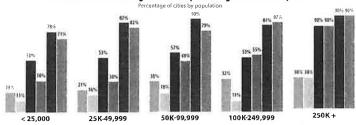
## scal Impact on California Cities

California cities face severe revenue shortfalls due to the impact of the COVID-19 pandemic on their economies and increased emergency costs. As a result, cities will be forced to make significant reductions or cuts to a broad range of core public services and staff, regardless of population size. Given current and projected revenue shortfalls, cities need fiscal assistance to stabilize local government operations to offset the devastating impacts the crisis is having on California's communities. These findings are part of a new data analysis\* by the League of California Cities

#### Public Services Will Be Impacted By Drastic Revenue Loss



#### Core Services Face Significant Impacts Regardless of City Size



Emergency Medical Services Sanitation/Waste Fire Services # Homeless Services Police/Public Safety @ Planning/Housing

Cities anticipate a nearly \$7 BILLION GENERAL REVENUE SHORTFALL over the next two fiscal years. This shortfall will grow by billions of dollars if COVID-19 stay-at-home orders extend into the summer months and beyond.

#### City Leaders Report Immediate **Impact to Core Revenue Sources**

100% Sales Taxes

89% Hotel/Bed Taxes

72% Property Transfer Taxes

42% Utility Taxes

15% Investments, Forleitures, and Fines

4% Parking and Admissions

12% of cities report spending > \$500k to help control the COVID-19 pandemic

#### COVID-19 Has Staggering Impact on City Workforce

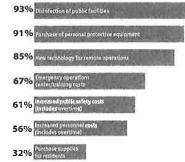


63%

60%

Anticipate forboughs or layoffs Do not anticipate furloughs or layoffs

#### **Unanticipated COVID-19 Expenses**



Percentage of cities

100% of California cities, regardless of population size, face projected revenue loss this year

#### Over **90%** of cities are considering **LAYOFFS** OR **EMPLOYEE FURLOUGHS**, or **CUTTING PUBLIC SERVICES.** 72% are considering doing BOTH.

#### Cities Key Revenue Loss by Source through FY 21-22

\$24 million Utility Taxes

\$28 million Property Transfer Taxes

\$65 million

\$93 million

Franchises

Parking and Admissions

\$175 million

\$402 million

Investments, Forfeitures, and Fines

\$616 million

\$1.37 billion

County Transportation SUT Hotel/Bed Taxes

\$2.26 billion Sales Taxes

\$1.7 billion City/County of San Francisco

Total \$6.7 billion

For more Information email communications@cacities.org.

\*Data and Assumptions: The current revenue shortfall projections assume the ending of strict stay at-home orders by the end of May 2020 with a transition to normality and a gradual return to taxable activities. The revenue shortfall projections include FY 2021-22, as there will be delayed revenue impacts from multiple sources, including business (seems taxes blassed on prior year receipts, if strict stay at-home orders remain in place through the summer of 2020, there will be additional significant revenue losses — additing bilisms to overall Civity shortfalls, Dove 256 civities, recompaning all of California's devere groupsplets and city sizes, participated in the League's COVID-19 Fiscal Impact Survey. The survey requested primary source data on projected areinnue fosses in key, general revenue calegories, and local impacts to city services and operations. The survey data reinforces projections produced from an in depth financial model built from annual resports by the State Controller and the California Despatrment of Exa and Fee Administration, survey data, granular analysis by government revenue specialists, industry specific outbooks, and forecasts from respected economists.



## COUNCIL REQUESTS OR REFERRAL ITEMS PENDING FURTHER ACTION or RESOLUTION BY STAFF

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
05/12/20	Spreadsheet to show grant applications and status of grants.	In progress	All Departments
05/12/20 09/10/19 06/25/19	Presentation by PARS on Section 115 fund status.  Presentation by PARS on fund status of Section 115.  Council requested further information on PERS Unfunded Liability and funds that can be paid off early.  Council also requested periodic updates on Section 115 (PARS) Account for retirement contributions.	In progress	Finance Director/City Manager
03/26/19	Council discussed the idea of requiring angled parking in commercial development.	In progress	Community Development
03/12/19	Council requested that Staff prepare ordinance specifically prohibiting smoking in public parks. It was recommended that the City also consider an ordinance prohibiting dogs in public parks.	In progress	Community Development
06/12/18	City of Corcoran Finance Department Policy and Procedures Handbook approved by City Council	Completed	Finance Director/City Manager
05/09/17	City Council requested that Staff present draft finance policies relating to General Fund reserves, balanced budget, etc.	Ongoing	ivialiagei