

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

**City Council Chambers
1015 Chittenden Avenue
Corcoran, CA 93212**

**Monday, November 4, 2013
6:00 P.M.**

Public Inspection: 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 ext. 235.

Public Comment: 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 walk to the rostrum, state their name and address and proceed with comments. Each speaker will be limited to five (5) minutes.

Consent Calendar: 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:	Jim Wadsworth
Vice Mayor:	Jerry Robertson
Council Member:	Mark Cartwright
Council Member:	Raymond Lerma
Council Member:	Sidonio "Sid" Palmerin

INVOCATION

FLAG SALUTE

1. PUBLIC DISCUSSION

2. **CONSENT CALENDAR (VV)**
 - 2-A. Approval of Minutes of October 21, 2013.
 - 2-B. Authorization to read ordinances and resolutions by title only.
 - 2-C. Approval of Resolution No. 2706 declaring surplus property.
 - 2-D. Consider Acceptance of Grant Deed for property.
3. **APPROPRIATIONS (VV)**

Approval of Warrant Register dated November 4, 2013. (Venegas)
4. **PRESENTATIONS** – None
5. **PUBLIC HEARINGS** – None
6. **WRITTEN COMMUNICATIONS** – None
7. **STAFF REPORTS**
 - 7-A. Report regarding City of Corcoran FY 2013-14 Budget – First Quarter update. (Venegas)
 - 7-B. Consider authorization to purchase a patrol vehicle. (Shortnacy) (VV)
 - 7-C. Discussion regarding Veterans Memorial Building fees. (Lopez)
 - 7-D. Discussion regarding Exclusive Enforcement Services agreement with Kings Estates Homeowners Association. (Farley/Meik) (VV)
8. **MATTERS FOR MAYOR AND COUNCIL**
 - 8-A. Information Items
 - 8-B. Staff Referral Items - *Items of Interest (Non-action items the Council may wish to discuss)*
 - 8-C. Committee Reports
9. **CLOSED SESSION** – None
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 October 31, 2013.



Lorraine P. Lopez, City Clerk

**CONSENT CALENDAR
ITEM #: 2-C**

MEMO

TO: Corcoran City Council

FROM: Lorraine Lopez, Assistant to the City Manager/City Clerk

DATE: October 29, 2013

MEETING DATE: November 4, 2013

SUBJECT: Approve Resolution No. 2706 declaring Surplus Property

Recommendation:

Move to approve Resolution No. 2706 as part of the consent calendar.

Discussion:

Staff is purging outdated equipment. The attached resolution and Exhibit A indicate the resources the City is no longer using.

Staff recommends the approval of Resolution No. 2706 declaring certain property surplus and available for sale and destruction. A city surplus sale will be held in the future and items will be sold at auction.

Budget Impact:

None

RESOLUTION NO. 2706

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF CORCORAN
DECLARING CERTAIN PROPERTY SURPLUS AND AVAILABLE FOR SALE

WHEREAS, the City of Corcoran, from time to time, finds it necessary to dispose of surplus property used in the process of conducting its municipal affairs; and,

WHEREAS, the personal property sold has no practical usage to the City of Corcoran; and,

WHEREAS, it would be in the best interest of the City of Corcoran to declare this property surplus and place it for sale;

NOW, THEREFORE, BE IT RESOLVED that the items on Exhibit A are so declared as surplus and placed for sale or disposal in the best interest of the City of Corcoran. All sales will be final.

I hereby certify that the foregoing Resolution was passed and adopted at a regular meeting of the Corcoran City Council duly called and held on the 4th day of November 2013, by the following vote:

AYES:

NOES:

ABSENT:

APPROVED: _____
Jim Wadsworth, Mayor

ATTEST: _____
Lorraine P. Lopez City Clerk

EXHIBIT "A"

1. Equip. #95 1988 GMC Crew-Cab Pickup - VIN# 1GTHR33K2JJ515536
2. Equip. #87 1982 Shop-built pickup-bed trailer - VIN# 87COC2516
3. Equip. #93 1996 Loftness Flail Mower - VIN# 10-BB-3-79
4. Equip. #160 2001 El Dorado 22-passenger Bus - VIN# 1N9TBAC862C084020
5. Equip. #142 2000 Ford Crown Victoria Police Car - VIN# 2FAFP71113YX180787

**CONSENT CALENDAR
ITEM #: 2-D**

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager

DATE: October 28, 2013

MEETING DATE: November 4, 2013

SUBJECT: Consider Acceptance of Grant Deed

Recommendation:

As part of the consent calendar, move to accept grant deed by authorizing city manager and city clerk to accept.

Discussion:

The city has received the grant deed from Corcoran District Hospital for the section of Brokaw Avenue between Hale Avenue and Van Dorsten Avenue.

In 2009, the city adopted Resolution No. 2422 which vacated the street and transferred the street to the hospital with future development tied to a condition it forever be used in connection with the operation of a public hospital.

Since that action will not occur with the recent closure of the hospital, council requested the property be returned. Now that that has been completed and deed received, the city must take action to accept the grant deed.

The recommendation is to authorize the city manager to accept the grant deed on behalf of the city, as per Government Code Section 27281 and by authority of general resolution, specifically City of Corcoran Resolution No. 615-2 adopted April 15, 1968. The Resolution is attached for reference.

Budget Impact:

None at this time. In the future, if council desires, there will be a need to budget monies to pave and reinstate the street for use by the public.

1 WHEREAS; Section 27281 of the Governmen Codè provides:

2 "§27281. Conveyances to political corporations
3 for governmental agencies: Grantee's certificate
4 of acceptance: Authorization for acceptance by
5 resolution.

6 Deeds or grants conveying any interest in or
7 easement upon real estate to a political cor-
8 poration or governmental agency for public
9 purposes shall not be accepted for recordation
10 without the consent of the grantee evidenced
11 by its certificate or resolution of acceptance
12 attached to or printed on the deed or grant.
13 If a certificate of acceptance is used, it
14 shall be in substantially the following form:

15 ACCEPTANCE

16 "This is to certify that the interest in the
17 real property conveyed by the deed or grant,
18 dated _____ from _____,
19 to the CITY OF CORCORAN, a municipality, is
20 hereby accepted by the undersigned officer or
21 agent on behalf of the CITY OF CORCORAN pursuant
22 to authority conferred by resolution of the CITY
23 COUNCIL OF THE CITY OF CORCORAN adopted on
24 4-1-68, and the grantee consents to the
25 recordation thereof by its duly authorized officer.

26 Date: 4-1-68

27 By Rurnham E. Smith

28 A political corporation or governmental agency,
29 by a general resolution, may authorize an officer
30 or agent to accept and consent to such deeds or
31 grants."

32 NOW, THEREFORE, BE IT RESOLVED, that any of the following

- Mayor
- Vice-Mayor
- City Clerk or
- City Administrator

is authorized to accept any interest in real property conveyed by
deed or grant to the City of Corcoran and the City expressly consents
to the recordation thereof by any of said officers or employees.

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I hereby certify that the foregoing is a full, true, and correct copy of a Resolution regularly introduced and duly adopted at a regular meeting of the City Council of the City of Corcoran held April 15, 1968, by the following vote of the members thereof:

AYES: Goodrich, Sawtelle, Smith, Truckell; Keith

NOES: None

ABSENT: None

APPROVED: Burnham E. Smith
Mayor

ATTEST: Marty Delguero
City Clerk

Accounts Payable Voucher Approval List



User: bjh
Printed: 10/30/2013-13:03

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount
054172	10/30/2013	A Design for You	Uniform for Chaplain	104-421-200-125	33.86
Warrant Total:					33.86
054173	10/30/2013	Amtrak	Tickets/100 Corcoran to Hanford	145-410-300-292	650.00
054173	10/30/2013	Amtrak	Tickets/100 Hanford to Corcoran	145-410-300-292	650.00
054173	10/30/2013	Amtrak	Tickets/ 10 Ten Ride Passes	145-410-300-292	590.00
Warrant Total:					1,890.00
054174	10/30/2013	Amtrak	Tickets/ 10 Ten Ride Passes	145-410-300-292	590.00
054174	10/30/2013	Amtrak	Tickets/100 Corcoran to Hanford	145-410-300-292	650.00
054174	10/30/2013	Amtrak	Tickets/100 Hanford to Corcoran	145-410-300-292	650.00
Warrant Total:					1,890.00
054175	10/30/2013	ASI Administrative Solutions,	COBRA Administration	104-402-300-200	70.40
Warrant Total:					70.40
054176	10/30/2013	Beatwear Inc	Uniform Replacement/S.Chee	104-421-200-125	82.26
Warrant Total:					82.26
054177	10/30/2013	Blue Shield of California	Health Insurance	104-000-202-011	43,732.78
054177	10/30/2013	Blue Shield of California	Health Insurance	105-000-202-011	3,982.28
054177	10/30/2013	Blue Shield of California	Health Insurance	109-000-202-011	4,227.10
054177	10/30/2013	Blue Shield of California	Health Insurance	112-000-202-011	1,716.44
054177	10/30/2013	Blue Shield of California	Health Insurance	120-000-202-011	5,197.00
054177	10/30/2013	Blue Shield of California	Health Insurance	121-000-202-011	577.44
054177	10/30/2013	Blue Shield of California	Health Insurance	145-000-202-011	4,350.77
Warrant Total:					63,783.81
054178	10/30/2013	BSK Associates	Lab Analysis	105-437-300-200	96.00
054178	10/30/2013	BSK Associates	Lab Analysis	105-437-300-200	60.00
054178	10/30/2013	BSK Associates	Lab Analysis	105-437-300-200	136.00
054178	10/30/2013	BSK Associates	Lab Analysis	105-437-300-200	15.00
054178	10/30/2013	BSK Associates	Lab Analysis	105-437-300-200	17.00
054178	10/30/2013	BSK Associates	Lab Analysis	105-437-300-200	1,040.00
054178	10/30/2013	BSK Associates	Lab Analysis	105-437-300-200	136.00

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount
					Warrant Total: 1,500.00
054179	10/30/2013	Mark Cartwright	Reimbursement/Conference Expenses	104-401-300-270	15.92
					Warrant Total: 15.92
054180	10/30/2013	Central Valley Upholstery	Vehicle Repairs	105-437-300-260	460.00
					Warrant Total: 460.00
054181	10/30/2013	CHS FBLA	Volunteers for Special Event	112-436-300-200	120.00
					Warrant Total: 120.00
054182	10/30/2013	CHS Football	Volunteers for Special Event	112-436-300-200	345.00
					Warrant Total: 345.00
054183	10/30/2013	CHS HS Activities	Volunteers for Special Event	112-436-300-200	240.00
					Warrant Total: 240.00
054184	10/30/2013	CHS Mecha Club	Volunteers for Special Event	112-436-300-200	270.00
					Warrant Total: 270.00
054185	10/30/2013	CNH Capital	Parts	104-412-300-140	813.10
054185	10/30/2013	CNH Capital	Credit Invoice	104-412-300-140	-310.31
					Warrant Total: 502.79
054186	10/30/2013	Cocola Broadcasting Co	Refund Vet's Hall Deposit	104-000-362-085	200.00
					Warrant Total: 200.00
054187	10/30/2013	Collins Air	A/C Repairs	104-432-300-140	133.50
054187	10/30/2013	Collins Air	A/C Repairs	104-432-300-140	1,160.00
					Warrant Total: 1,293.50
054188	10/30/2013	Comcast	Telephone Access for Mntce	104-432-300-220	85.60
					Warrant Total: 85.60
054189	10/30/2013	Corcoran Explorers Post #1500	Volunteers for Special Event	112-436-300-200	180.00
					Warrant Total: 180.00
054190	10/30/2013	Corcoran Heating Air Condition	Winter A/C Service	136-415-300-140	1,550.00
054190	10/30/2013	Corcoran Heating Air Condition	New A/C Unit	104-432-500-540	5,600.00
054190	10/30/2013	Corcoran Heating Air Condition	Winter A/C Service	145-410-300-140	210.00
054190	10/30/2013	Corcoran Heating Air Condition	Winter A/C Service	104-432-300-140	700.00
054190	10/30/2013	Corcoran Heating Air Condition	Winter A/C Service	104-432-300-140	350.00
054190	10/30/2013	Corcoran Heating Air Condition	Winter A/C Service	104-432-300-140	140.00
054190	10/30/2013	Corcoran Heating Air Condition	Winter A/C Service	104-432-300-140	210.00
054190	10/30/2013	Corcoran Heating Air Condition	Winter A/C Service	120-435-300-140	425.00
054190	10/30/2013	Corcoran Heating Air Condition	Winter A/C Service	105-437-300-140	350.00

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount	
					Warrant Total:	9,535.00
054191	10/30/2013	Gary Cramer	Per Diem/CATO Conference	104-421-300-270	156.00	
					Warrant Total:	156.00
054192	10/30/2013	CUSD	Developer Fees	104-000-202-016	6,400.00	
054192	10/30/2013	CUSD	City Admin Fee (3%)	104-000-366-100	-192.00	
					Warrant Total:	6,208.00
054193	10/30/2013	Data Ticket Inc	Online Access to Ticket Wizard	104-407-300-200	200.00	
					Warrant Total:	200.00
054194	10/30/2013	De Lage Landen	Copier Lease/City Hall	104-432-300-180	461.18	
					Warrant Total:	461.18
054195	10/30/2013	Dept of Transportation	Signals & Lighting Billing/Jul-Sept 2013	109-434-300-160	44.12	
					Warrant Total:	44.12
054196	10/30/2013	Judy Evans	Christmas Tree Park Brick Refund	108-416-300-282	120.00	
					Warrant Total:	120.00
054197	10/30/2013	Felder Communications	Motorola Batteries	104-421-300-141	427.32	
054197	10/30/2013	Felder Communications	Radio Maintenance & Repairs	145-410-300-141	51.50	
054197	10/30/2013	Felder Communications	Radio Maintenance & Repairs	104-412-300-141	14.30	
054197	10/30/2013	Felder Communications	Radio Maintenance & Repairs	104-421-300-141	510.00	
054197	10/30/2013	Felder Communications	Radio Maintenance & Repairs	104-431-300-141	8.50	
054197	10/30/2013	Felder Communications	Radio Maintenance & Repairs	109-434-300-141	60.00	
054197	10/30/2013	Felder Communications	Radio Maintenance & Repairs	120-435-300-141	55.73	
054197	10/30/2013	Felder Communications	Radio Maintenance & Repairs	105-437-300-141	63.85	
054197	10/30/2013	Felder Communications	Radio Maintenance & Repairs	121-439-300-141	15.62	
					Warrant Total:	1,206.82
054198	10/30/2013	Ferguson Enterprises, Inc	Parts	105-437-300-210	1,552.31	
054198	10/30/2013	Ferguson Enterprises, Inc	Parts	105-437-300-210	5,208.69	
054198	10/30/2013	Ferguson Enterprises, Inc	Parts	105-437-300-210	36.78	
					Warrant Total:	6,797.78
054199	10/30/2013	Fresno City College	Parking Permit Fee/C. Velasco	104-421-300-270	2.00	
					Warrant Total:	2.00
054200	10/30/2013	Guardian Life Insurance	Dental Insurance	104-000-202-011	3,893.49	
054200	10/30/2013	Guardian Life Insurance	Dental Insurance	105-000-202-011	309.48	
054200	10/30/2013	Guardian Life Insurance	Dental Insurance	109-000-202-011	323.73	
054200	10/30/2013	Guardian Life Insurance	Dental Insurance	112-000-202-011	119.91	
054200	10/30/2013	Guardian Life Insurance	Dental Insurance	120-000-202-011	396.87	
054200	10/30/2013	Guardian Life Insurance	Dental Insurance	121-000-202-011	44.10	
054200	10/30/2013	Guardian Life Insurance	Dental Insurance	145-000-202-011	560.99	
054200	10/30/2013	Guardian Life Insurance	Dental Insurance	274-000-202-011	119.91	

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount
054200	10/30/2013	Guardian Life Insurance	Dental Insurance	304-000-202-026	123.51
					Warrant Total:
					5,891.99
054201	10/30/2013	Harvest Comm Baptist Church	Volunteers for Special Event	112-436-300-200	240.00
					Warrant Total:
					240.00
054203	10/30/2013	Kings County Treasurer	Bond Charges	120-435-340-343	1,847.15
					Warrant Total:
					1,847.15
054202	10/30/2013	Kings County Glass	Installed Tempered Glass	105-437-300-140	620.00
					Warrant Total:
					620.00
054204	10/30/2013	Ravi I. Kumar MD, Inc.	DMV Physical/T.Gomez	104-412-300-200	120.00
054204	10/30/2013	Ravi I. Kumar MD, Inc.	DMV Physical/J.Faulkner	105-437-300-200	120.00
054204	10/30/2013	Ravi I. Kumar MD, Inc.	DMV Physical/R.Perez	105-437-300-200	120.00
054204	10/30/2013	Ravi I. Kumar MD, Inc.	Pre-Employment Physical/M.Laranjo	104-421-300-200	14.00
054204	10/30/2013	Ravi I. Kumar MD, Inc.	Pre-Employment Physical/A.Verbeek	104-421-300-200	14.00
					Warrant Total:
					388.00
054205	10/30/2013	LexisNexis Risk Data Mngmt	Background Services	104-421-300-200	50.00
					Warrant Total:
					50.00
054206	10/30/2013	Lions Gate Hotel	Lodging/Joseph Pacheco	105-437-300-270	537.05
					Warrant Total:
					537.05
054207	10/30/2013	Lions Gate Hotel	Lodging/Joseph Pacheco	105-437-300-270	214.82
					Warrant Total:
					214.82
054208	10/30/2013	Noe Martinez	Lawn Mntce/2410 Bell	301-430-300-316	120.00
					Warrant Total:
					120.00
054209	10/30/2013	Mutual of Omaha	Life Insurance	104-000-202-011	1,533.76
054209	10/30/2013	Mutual of Omaha	Life Insurance	105-000-202-011	70.87
054209	10/30/2013	Mutual of Omaha	Life Insurance	109-000-202-011	247.50
054209	10/30/2013	Mutual of Omaha	Life Insurance	112-000-202-011	69.25
054209	10/30/2013	Mutual of Omaha	Life Insurance	120-000-202-011	105.41
054209	10/30/2013	Mutual of Omaha	Life Insurance	121-000-202-011	11.71
054209	10/30/2013	Mutual of Omaha	Life Insurance	145-000-202-011	151.47
054209	10/30/2013	Mutual of Omaha	Life Insurance	274-000-202-011	36.53
					Warrant Total:
					2,226.50
054210	10/30/2013	NGLIC	Vision Insurance	104-000-202-011	574.08
054210	10/30/2013	NGLIC	Vision Insurance	105-000-202-011	45.34
054210	10/30/2013	NGLIC	Vision Insurance	109-000-202-011	44.48
054210	10/30/2013	NGLIC	Vision Insurance	112-000-202-011	16.60
054210	10/30/2013	NGLIC	Vision Insurance	120-000-202-011	54.97
054210	10/30/2013	NGLIC	Vision Insurance	121-000-202-011	6.11
054210	10/30/2013	NGLIC	Vision Insurance	145-000-202-011	66.90

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount	
054210	10/30/2013	NGLIC	Vision Insurance	274-000-202-011	16.60	
					Warrant Total:	825.08
054211	10/30/2013	Joseph Pacheco	Per Diem/Water Supply Principles	105-437-300-270	225.00	
054211	10/30/2013	Joseph Pacheco	Per Diem/Water Supply Principles	105-437-300-270	87.00	
054211	10/30/2013	Joseph Pacheco	Per Diem/Water Treatment Cert Review	105-437-300-270	87.00	
					Warrant Total:	399.00
054212	10/30/2013	PG&E	Utilities	111-601-300-240	77.00	
054212	10/30/2013	PG&E	Utilities	111-603-300-240	7.71	
054212	10/30/2013	PG&E	Utilities	111-604-300-240	98.07	
054212	10/30/2013	PG&E	Utilities	104-412-300-240	15.52	
054212	10/30/2013	PG&E	Utilities	109-434-300-240	4,658.23	
054212	10/30/2013	PG&E	Utilities	104-000-120-022	585.30	
					Warrant Total:	5,441.83
054213	10/30/2013	Pitney Bowes	Postage Machine Lease	104-432-300-180	567.00	
					Warrant Total:	567.00
054214	10/30/2013	Quad Knopf, Inc.	Bus Wash & Garage	145-410-300-200	7,265.10	
054214	10/30/2013	Quad Knopf, Inc.	Street Overly Project	109-434-300-200	1,883.34	
054214	10/30/2013	Quad Knopf, Inc.	Construction Mgmt Svc/Well 8B	105-437-500-512	9,410.94	
					Warrant Total:	18,559.38
054215	10/30/2013	Recreation Association of Core	Pool Contract/July-Sept 2013	104-411-300-200	10,319.31	
					Warrant Total:	10,319.31
054216	10/30/2013	Res-Com	Pest Control	145-410-300-200	33.00	
054216	10/30/2013	Res-Com	Pest Control	104-411-300-200	33.00	
054216	10/30/2013	Res-Com	Pest Control	136-415-300-200	33.00	
054216	10/30/2013	Res-Com	Pest Control	104-432-300-200	99.00	
054216	10/30/2013	Res-Com	Pest Control	104-432-300-200	33.00	
054216	10/30/2013	Res-Com	Pest Control	104-432-320-200	33.00	
054216	10/30/2013	Res-Com	Pest Control	120-435-300-200	33.00	
054216	10/30/2013	Res-Com	Pest Control	105-437-300-200	33.00	
054216	10/30/2013	Res-Com	Pest Control	104-432-300-200	99.00	
					Warrant Total:	429.00
054217	10/30/2013	Robinson's Sheet Metal	Fabricated Plates	120-435-300-140	118.25	
					Warrant Total:	118.25
054218	10/30/2013	Safety-Kleen Systems, Inc	Machine Service	104-433-300-200	320.01	
					Warrant Total:	320.01
054219	10/30/2013	Select Business Systems	Copier Mntce/City Hall	104-432-300-140	1,172.49	
					Warrant Total:	1,172.49
054221	10/30/2013	Steelers A Team	Volunteers for Special Event	112-436-300-200	120.00	

Vouch No	Wrnt Date	Vendor	Description	Account Number	Amount
					Warrant Total: 120.00
054222	10/30/2013	Sun Badge Co	Supplies	104-421-300-210	308.63
					Warrant Total: 308.63
054223	10/30/2013	Superior Electric Works Inc.	Install Outlets	120-435-300-140	641.86
					Warrant Total: 641.86
054220	10/30/2013	Southern California Gas Co	Gas Line Repairs	109-434-300-200	883.67
054220	10/30/2013	Southern California Gas Co	Utilities	104-411-300-242	13.81
054220	10/30/2013	Southern California Gas Co	Utilities	301-430-300-316	7.17
					Warrant Total: 904.65
054224	10/30/2013	The Printer	Business Cards	104-402-300-155	38.80
054224	10/30/2013	The Printer	Business Cards	104-407-300-210	38.80
054224	10/30/2013	The Printer	Business Cards	104-421-300-155	58.19
054224	10/30/2013	The Printer	Business Cards	104-407-300-210	19.40
					Warrant Total: 155.19
054225	10/30/2013	Town & Country Hotel	Lodging/G.Cramer	104-421-300-270	445.86
					Warrant Total: 445.86
054227	10/30/2013	Turnupseed Electric Svc Inc	Service Work/Pump 2 Circuit Breaker	120-435-300-140	704.74
					Warrant Total: 704.74
054226	10/30/2013	Tulare-Kings Veterinary ER Svc	Vet Services	104-421-300-203	142.00
					Warrant Total: 142.00
054228	10/30/2013	United Parcel Service	Shipping Fee	104-432-300-152	16.26
					Warrant Total: 16.26
054229	10/30/2013	Univar USA Inc	Sodium Hypochlorite	105-437-300-219	4,114.62
					Warrant Total: 4,114.62
054230	10/30/2013	US Bank Equipment Finance	Copier Lease/PW Office	109-434-300-180	195.05
					Warrant Total: 195.05
054231	10/30/2013	Valley Industrial & Family Med	Medical Services	145-410-300-200	50.00
					Warrant Total: 50.00
054232	10/30/2013	Verizon California	Telephone Service	120-435-300-220	172.72
					Warrant Total: 172.72
054233	10/30/2013	Verizon Wireless	Cell Phone Service	104-407-300-220	34.22
054233	10/30/2013	Verizon Wireless	Cell Phone Service	145-410-300-220	136.88
054233	10/30/2013	Verizon Wireless	Cell Phone Service	105-437-300-220	110.33
054233	10/30/2013	Verizon Wireless	Wireless Air Cards	104-421-300-221	1,416.30

<u>Vouch No</u>	<u>Wrnt Date</u>	<u>Vendor</u>	<u>Description</u>	<u>Account Number</u>	<u>Amount</u>
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				Warrant Total:	1,697.73
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<u>Check</u>	<u>Date</u>	<u>Vendor No</u>	<u>Vendor Name</u>	<u>Amount</u>	<u>Voucher</u>
54169	10/24/2013	INLANPOT	Inland Potable Services, Inc	33,000.00	000000
54170	10/24/2013	HAMPTINN	Hampton Inn & Suites	184.80	000000
54171	10/28/2013	AMTR	Amtrak	1,300.00	000000

CHECK TOTAL:				\$34,484.80	

Joyce A. Venegas Sh.
 Joyce A. Venegas, Deputy City Mgr/Finance Director

<u>Fund</u>	<u>Description</u>	<u>Amount</u>
104	General	83,012.64
105	Water Fund	29,259.36
108	Prison Mitigation Fees	120.00
109	Gas Taxes	12,567.22
111	Assessments	182.78
112	Refuse Fund	3,437.20
120	Wastewater/Sanitary Sewer	9,752.70
121	Wastewater/Storm Drain	654.98
136	RAO Operations	1,583.00
145	Transit	16,656.61
274	12-STBG-	173.04
301	Housing Authority	127.17
304	Genl Long-Term Debt Group	123.51
Report Total:		157,650.21

City of

CORCORAN

A MUNICIPAL CORPORATION

FOUNDED 1914

STAFF REPORTS

ITEM #: 7A

MEMO

TO: Corcoran City Council

FROM: Kindon Meik, City Manager
Joyce A. Venegas, Finance Director

DATE: October 29, 2013 **MEETING DATE:** November 4, 2013

SUBJECT: First Quarter Budget Report

Recommendation:

This is an informational item. No specific action is requested at this time.

Discussion:

We have modified the budget report to show the first quarter of last year, along with the first quarter of this year. This has proved beneficial to staff and we hope the Council will find it useful also.

General Fund Revenues

- Major revenues for the General Fund are not received during the first quarter of the year. First quarter sales tax receipts are down \$6,616 from last year. Overall revenues are up about \$12,000 (POST reimbursements \$6,800, Abatements \$4,600, Rebates from RMA of workers' comp costs \$6,600).

Enterprise Funds Revenues

- Revenues reflect billings for three months of service. Water, sewer and refuse revenues are up due to increased usage and new businesses.

CITY OFFICES:

Special Revenue Funds

- Gas Tax revenues for Streets are down due to timing of payments from the State and the anticipated lower revenues, except for Section 2103. The street lighting grant funds received in the first quarter of last year were for a one-time retrofit project funded by the Air Pollution Control District and PG&E.

All Funds Expenditures

- Generally expenses are in line with budgeted amounts. Overhead allocations are done evenly over the year based on budget which may make a department's net cost look off since expenditures aren't always spread evenly over the year.

City of Corcoran
 Budget Comparison
 For the quarter ending

	9/30/2012		9/30/2013	
	Budget	Actual	Budget	Actual
<u>General Fund</u>				
<u>Revenues</u>				
Property Taxes	287,262		331,245	8,624
Sales Tax	1,127,487	202,205	1,107,236	195,589
Public Safety Sales Tax	45,000	8,032	49,000	8,501
Franchise Fees	252,802	0	256,000	
Occupancy Tax	48,000	665	50,000	
Fines	45,000	4,452	37,000	5,036
Licenses and Permits	94,600	15,146	39,000	5,027
Grants	15,500	537	42,000	613
Motor Vehicle In Lieu	2,112,546	13,352	2,104,055	11,050
Home Owner's Prop Tax Relief	5,000	0	2,700	0
POST Reimbursements	15,000	957	15,000	7,731
NTF	6,200	8,040	7,000	0
Crossing Guards	24,760	3,386	24,760	0
Property Transfer Tax	5,000	0	6,000	0
School Resource Officer	50,000	0	50,000	0
Planning Fees	16,693	3,294	23,777	3,166
Special Police Services	15,000	3,666	20,000	3,194
Abatement Charges	25,000	145	40,000	4,625
Interest	6,000	1,092	6,000	770
Cricket Tower	8,400	2,100	8,400	2,100
AT&T Tower Rent	15,480	5,070	15,480	3,870
Rents	5,000	590	4,000	549
County PTAF Reimbursement	0	0	50,000	
Other Income	90,683	(1,559)	60,510	12,155
Transfers In	<u>506,000</u>	<u>33,173</u>	<u>290,300</u>	<u>33,250</u>
Total	<u>4,822,413</u>	<u>304,343</u>	<u>4,639,463</u>	<u>305,850</u>
<u>Expenditures</u>				
Mayor & Council				
Services and supplies	60,931	4,497	55,374	7,915
Subtotal	<u>60,931</u>	<u>4,497</u>	<u>55,374</u>	<u>7,915</u>
Overhead	<u>(42,652)</u>	<u>(10,662)</u>	<u>(38,762)</u>	<u>(9,690)</u>
Net Expense	<u>18,279</u>	<u>(6,165)</u>	<u>16,612</u>	<u>(1,775)</u>
City Manager				
Salaries and benefits				
Services and supplies	205,322	38,863	222,456	47,999
Subtotal	29,498	8,058	31,222	3,229
Overhead	<u>(167,374)</u>	<u>(41,094)</u>	<u>(202,367)</u>	<u>(50,592)</u>
Net Expense	<u>67,446</u>	<u>5,827</u>	<u>51,311</u>	<u>636</u>
City Attorney				
Services and supplies	<u>65,000</u>	<u>500</u>	<u>65,000</u>	<u>17,846</u>
Finance				
Salaries and benefits	324,645	69,699	346,313	65,533
Services and supplies	113,495	17,699	125,608	22,634
Subtotal	<u>438,140</u>	<u>87,398</u>	<u>471,921</u>	<u>88,167</u>
Overhead	<u>(363,656)</u>	<u>(90,915)</u>	<u>(432,678)</u>	<u>(108,168)</u>
Net Expense	<u>74,484</u>	<u>(3,517)</u>	<u>39,243</u>	<u>(20,001)</u>
Planning				
Salaries and benefits	41,555	8,866	42,503	4,660
Services and supplies	<u>25,647</u>	<u>2,895</u>	<u>30,081</u>	<u>1,248</u>
Total	<u>67,202</u>	<u>11,761</u>	<u>72,584</u>	<u>5,908</u>

General Fund cont'd

	9/30/2012		9/30/2013	
	Budget	Actual	Budget	Actual
Building Inspection				
Salaries and benefits	95,285	23,168	89,691	22,415
Services and supplies	<u>54,259</u>	<u>4,128</u>	<u>72,816</u>	<u>4,376</u>
Total	<u>149,544</u>	<u>27,296</u>	<u>162,507</u>	<u>26,791</u>
Recreation				
Services and supplies	130,181	25,678	122,642	26,369
Overhead allocation	<u>4,464</u>	<u>1,119</u>	<u>4,630</u>	<u>1,158</u>
Total	<u>134,645</u>	<u>26,797</u>	<u>127,272</u>	<u>27,527</u>
Parks				
Salaries and benefits				
Services and supplies	212,101	51,645	221,063	51,031
Subtotal	<u>130,910</u>	<u>51,574</u>	<u>152,579</u>	<u>61,266</u>
Overhead allocation	343,011	103,219	373,642	112,297
Net Expense	<u>(178,569)</u>	<u>(44,646)</u>	<u>(185,234)</u>	<u>(46,308)</u>
	<u>164,442</u>	<u>58,573</u>	<u>188,408</u>	<u>65,989</u>
Equipment Services				
Salaries and benefits	143,118	35,409	143,380	33,841
Services and supplies	<u>15,127</u>	<u>3,444</u>	<u>16,282</u>	<u>4,797</u>
Subtotal	158,245	38,853	159,662	38,638
Overhead	<u>(139,256)</u>	<u>(34,815)</u>	<u>(140,503)</u>	<u>(35,127)</u>
Net Expense	<u>18,989</u>	<u>4,038</u>	<u>19,159</u>	<u>3,511</u>
Police				
Salaries and benefits	2,951,572	667,643	3,033,990	703,722
Services and supplies	410,442	104,267	445,447	83,327
Total	<u>3,362,014</u>	<u>771,910</u>	<u>3,479,437</u>	<u>787,049</u>
Fire Services				
Services and supplies	574,625	69,850	417,420	104,355
Total	<u>574,625</u>	<u>69,850</u>	<u>417,420</u>	<u>104,355</u>
Public Works Administration				
Salaries and benefits	192,198	48,461	209,056	53,087
Services and supplies	10,720	3,188	11,162	2,870
Subtotal	202,918	51,649	220,218	55,957
Overhead	<u>(182,624)</u>	<u>(45,657)</u>	<u>(198,197)</u>	<u>(49,548)</u>
Net Expense	<u>20,294</u>	<u>5,992</u>	<u>22,021</u>	<u>6,409</u>
Government Buildings				
Services and supplies	<u>265,482</u>	<u>57,356</u>	<u>288,022</u>	<u>60,304</u>
Subtotal	265,482	57,356	288,022	60,304
Overhead	<u>(73,141)</u>	<u>(18,282)</u>	<u>(85,684)</u>	<u>(21,420)</u>
Net Expense	<u>192,341</u>	<u>39,074</u>	<u>202,338</u>	<u>38,884</u>
Total General Fund Expenditures	<u>4,909,305</u>	<u>1,011,936</u>	<u>4,863,312</u>	<u>1,063,129</u>
Revenue Over (Under) Expenditures	<u>(86,892)</u>	<u>(707,593)</u>	<u>(223,849)</u>	<u>(757,279)</u>

Water Fund

Revenues

Water Charges	4,386,490	1,287,787	4,386,490	1,277,427
Penalties	27,500	6,839	27,500	6,631
Interest	16,600	3,292	14,600	3,438
Rents	62,827	0	44,650	0
Miscellaneous	<u>140</u>	<u>70</u>	<u>145</u>	<u>70</u>
	<u>4,493,557</u>	<u>1,297,989</u>	<u>4,473,385</u>	<u>1,287,566</u>

Expenditures

Salaries and benefits	447,649	95,974	463,789	100,547
Services and supplies	1,451,733	271,861	1,400,850	289,731
Debt Service	1,533,713	178,913	1,569,036	135,756
Capital Outlay	36,000	363,387	315,000	329,841
Overhead	<u>272,780</u>	<u>68,196</u>	<u>280,765</u>	<u>70,191</u>
Total	<u>3,741,875</u>	<u>978,331</u>	<u>4,029,440</u>	<u>926,066</u>
Revenue Over (Under) Expenditures	<u>751,682</u>	<u>319,658</u>	<u>443,945</u>	<u>361,500</u>

Streets/Gas Tax Funds

Revenues

Grants	0	95,601		
Gas Tax - 2103	282,731	46,197	368,670	38,417
Gas Tax - 2105	125,897	29,676	121,679	10,734
Gas Tax - 2106	89,006	16,626	85,464	5,762
Gas Tax - 2107	180,680	50,019	181,161	19,005
Gas Tax 2107.5	6,000	0	6,000	0
Other Income	<u>600</u>	<u>510</u>	<u>1,000</u>	<u>428</u>
Total	<u>684,914</u>	<u>238,629</u>	<u>763,974</u>	<u>74,346</u>

Expenditures

Salaries and benefits	234,078	58,550	224,895	52,997
Services and supplies	292,107	25,192	302,875	38,105
Capital Outlay	0	0	0	19,609
Overhead	<u>153,689</u>	<u>38,421</u>	<u>163,458</u>	<u>40,863</u>
Total Expenditures	<u>679,874</u>	<u>122,163</u>	<u>691,228</u>	<u>151,574</u>
Revenue Over(Under) Expenditures	<u>5,040</u>	<u>116,466</u>	<u>72,746</u>	<u>(77,228)</u>

Refuse Fund

Revenues

Franchise Fees	92,892	25,880	10,000	18,436
Refuse Charges	1,528,262	385,796	1,515,000	392,017
Penalties	27,500	6,839	27,500	6,631
Interest	132	141	500	104
Total	<u>1,648,786</u>	<u>418,657</u>	<u>1,553,000</u>	<u>417,188</u>

Expenditures

Refuse				
Services and supplies	1,426,000	342,593	1,410,000	338,824
Overhead	<u>178,111</u>	<u>44,529</u>	<u>179,855</u>	<u>44,964</u>
Total Refuse	<u>1,604,111</u>	<u>387,122</u>	<u>1,589,855</u>	<u>383,788</u>

Street Sweeper

Salaries and benefits	64,502	15,894	48,578	15,395
Services and supplies	49,200	7,659	37,270	3,619
Total Street Sweeper	<u>113,702</u>	<u>23,553</u>	<u>85,848</u>	<u>19,014</u>

Total Expenditures	<u>1,717,813</u>	<u>410,675</u>	<u>1,675,703</u>	<u>402,802</u>
Revenues Over(Under) Expenditures	<u>(69,027)</u>	<u>7,982</u>	<u>(122,703)</u>	<u>14,386</u>

Wastewater/Sanitary SewerRevenues

Sewer Charges	995,983	250,604	1,020,000	290,659
Penalties	23,238	5,779	23,626	5,603
Miscellaneous	0	0	0	93
Total	<u>1,019,221</u>	<u>256,383</u>	<u>1,043,626</u>	<u>296,355</u>

Expenditures

Salaries and benefits	293,092	72,300	311,677	66,178
Services and supplies	434,276	79,758	453,538	59,384
Debt Service	36,342	184	36,342	0
Overhead	<u>160,809</u>	<u>40,203</u>	<u>192,094</u>	<u>48,024</u>
Total	<u>924,519</u>	<u>192,445</u>	<u>993,651</u>	<u>173,586</u>
Revenues Over (Under) Expenditures	<u>94,702</u>	<u>63,938</u>	<u>49,975</u>	<u>122,769</u>

Wastewater/Storm DrainRevenues

Storm Drain Charges	301,154	75,349	300,000	75,320
Penalties	4,262	1,060	3,874	1,028
Interest	<u>300</u>	<u>132</u>	<u>500</u>	<u>118</u>
Total	<u>305,716</u>	<u>76,541</u>	<u>304,374</u>	<u>76,466</u>

Expenditures

Salaries and benefits	32,601	8,004	32,142	7,286
Services and supplies	23,730	4,355	18,213	3,206
Debt Service	93,945	0	88,476	0
Capital Outlay	0	0	30,000	0
Overhead	<u>121,403</u>	<u>30,351</u>	<u>147,326</u>	<u>36,834</u>
Total	<u>271,679</u>	<u>42,710</u>	<u>316,157</u>	<u>47,326</u>

Revenues Over (Under) Expenditures	<u>34,037</u>	<u>33,831</u>	<u>(11,783)</u>	<u>29,140</u>
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Regional Accounting OfficeRevenues

Interest Earned	1,446	268		61
Rents	<u>208,430</u>	<u>52,021</u>	212,598	53,061
Total	<u>209,876</u>	<u>52,289</u>	<u>212,598</u>	<u>53,122</u>

Expenditures

Services and supplies	71,849	9,685	88,626	9,973
Overhead	42,397	10,848	45,017	11,253
Capital Set-Aside	0	0	20,000	0
Transfers Out - Other	<u>300,000</u>	<u>75,000</u>	<u>100,000</u>	<u>25,000</u>
Total	<u>414,246</u>	<u>95,533</u>	<u>253,643</u>	<u>46,226</u>
Revenues Over (Under) Expenditures	<u>(204,370)</u>	<u>(43,244)</u>	<u>(41,045)</u>	<u>6,896</u>

TransitRevenues

Transportation Grants	82,564	0	200,000	0
Bus Fares	23,600	5,077	23,600	5,841
Amtrak Ticket Sales	49,000	11,989	49,000	11,941
KART Passes			12,000	931
Interest	0	524	2,000	443
Rents	3,600	900	3,600	900
Miscellaneous	70	0	0	0
LTF Funds	<u>416,590</u>	<u>0</u>	<u>511,105</u>	<u>0</u>
Total	<u>575,424</u>	<u>18,490</u>	<u>801,305</u>	<u>20,056</u>

Expenditures

Salaries and benefits	303,219	72,547	340,887	73,130
Services and supplies	213,109	48,327	238,970	42,820
Overhead	0	0	670,000	0
Overhead	<u>209,619</u>	<u>52,404</u>	<u>220,905</u>	<u>55,224</u>
Total	<u>725,947</u>	<u>173,278</u>	<u>1,470,762</u>	<u>171,174</u>
Revenues Over (Under) Expenditures	<u>(150,523)</u>	<u>(154,788)</u>	<u>(669,457)</u>	<u>(151,118)</u>

October 23, 2013

**STAFF REPORT
ITEM#: 7B**

To: Corcoran City Council
From: Reuben P. Shortnacy, Chief of Police
Subject: Request to purchase a patrol vehicle

Recommendation: VV

That council authorizes staff to purchase a used patrol/K9 vehicle.

Discussion:

As council is aware we have deferred patrol vehicle replacement for several years due to budget issues. We did put two new units on line this year and have two additional ordered. We expect it to be another 5-7 months before receiving the two that are ordered. Arroyo Grande Police Department is selling a 2008 Dodge Charger K9 unit (fully equipped) for \$18,625. It has approximately 43,000 miles and is in great condition. This would allow us to convert our existing K9 unit to a GTF unit, which is beyond its expected service life, and give us a K9 unit that we can expect to get several years of use from.

Budget:

The cost would be \$18,625 that would come from COPS funds and have no negative impact on the General Fund.

**STAFF REPORT
ITEM #: 7-C**

MEMO

TO: Corcoran City Council

FROM: Lorraine Lopez, Assistant to the City Manager/City Clerk

DATE: October 28, 2013

MEETING DATE: November 4, 2013

SUBJECT: Discussion Regarding Veterans Memorial Building Fees

Recommendation: (Consensus)

Staff request direction.

Discussion:

At the September 16, 2013 council meeting, staff provided information regarding the current fee structure of the Veterans Memorial Building fees. Staff concerns were a) there was not currently an application fee for the time necessary to process applications; b) the deposit is not retained for a cancellation; and c) maintenance and potential replacement of tables and chairs inventory due to use.

Council commented the desire to a) keep the fees structure similar for rentals and deposit; b) did not want to compete with other local facilities. Council did express a) the concern of low fee comparison for rental of tables and chairs; and b) collection of deposit cancellations; and c) compensation of staff time for application processing.

These comments were reviewed and staff is providing a new structure for discussion. Attached is a spreadsheet with some comparisons for your review.

Staff recommendation is to have these reviewed by council and direct a resolution to return at a future meeting for consideration. Staff recommends that any new fees considered for adoption be implemented on January 1, 2014.

Budget Impact:

None

Current Fee Structure

Deposit	\$200.00	
FEES		
Vets hall (weekend)	\$300.00	
(weekday)		\$200.00
Tables/Chairs	\$75.00	
Kitchen	\$50.00	
Non-Profits	\$100.00	
Total Weekend:	\$425.00	
Total Weekday:		\$325.00

Notes:

- Deposit is returned as long as the building is properly cleaned and there is no damage.
- There is not an hourly rental rate; weekend rental begins on Friday at 2PM and ends at 10 AM Monday.
- Non-Profit rate includes use of tables & chairs, and kitchen. Rate has been waived in past at request of Non-Profits.

New Structure

Deposit	\$200.00	
Application fee	\$50.00	Application processing
FEES		
Vets hall (weekend)	\$350.00	
(weekday)		\$250.00
Tables/Chairs	flat fee -see attached sheet	

Notes:

- Retain 50 % of Deposit for a cancellation fee.
- There is no separate fee for use of the kitchen. Combined to streamline the application process.
- The fee structure for tables & chairs was increased to be consistent with area rentals.
- Request that the Non-Profit rate be paid for use of the building; fee waivers be budgeted through other council budgets (i.e. council contributions). Non-profit rate will include use of kitchen; however, use of tables/chairs would be subject to new rates.

The city normally provides 25 tables and 200 chairs; each round table seats 8.

CHAIRS	Per Chair/\$0.50	Per Chair/\$0.75	Per Chair/\$1.00
200 Quantity	\$100.00	\$150.00	\$200.00
TABLE	Per table/\$5.00	Per table/\$6.00	Per Table/\$7.00
25 Quantity	\$125.00	\$150.00	\$175.00
TOTAL	\$225.00	\$300.00	\$375.00

Staff previously surveyed the area for rental fees of tables and chairs. Based on that survey the table above was created.

If council chooses they can decide which of the fees for tables or chairs would be fair to select and staff will create a new fee to be consistent with other businesses.

Regardless of how many tables and chairs are utilized by the renter (up to the maximum capacity allowable); staff recommends that the mid level rate be considered for the new fee schedule.

**STAFF REPORT
ITEM #: 7-D**

MEMO

TO: Corcoran Housing Authority

FROM: Kindon Meik, City Manager
Mike Farley, City Attorney

DATE: October 30, 2013

MEETING DATE: November 4, 2013

SUBJECT: Exclusive Enforcement Agreement with Kings Estates Homeowners Association

Recommendation:

Authorize City Attorney and Staff to begin discussions on the Exclusive Enforcement Agreement with the Kings Estates Homeowners Association.

Discussion:

Kings Estates is a Planned Unit Development (PUD) developed in 1992. The PUD is bordered by King Avenue, Oregon Avenue, and Van Dorsten Avenue. A Homeowners Association (HOA) was created to manage the PUD.

At the time of development, a single master water utility meter was approved instead of individual meters for each residential unit. As a result, the HOA is unable to turn off water services for residents who are delinquent in paying or who refuse to pay the homeowners association fees which include the costs for utility services. Because this is an ongoing problem, the Kings Estates water account with the City has a balance of approximately \$32,000.

The attached agreement designates the Corcoran Housing Authority as the managing agent for specific assessments and collections and for enforcement of Codes Covenants and Restrictions at Kings Estates.

If agreeable to the HOA, the agreement will return to the Council for approval at a later date.

Budget Impact:

Housing Authority enforcement costs associated with the collection of past due utility payments and other actions would be assessed to the property owner.

EXCLUSIVE ENFORCEMENT SERVICES AGREEMENT

I. INTRODUCTION

THIS AGREEMENT, entered into this _____ day of _____ 2013, by and between KINGS ESTATES HOMEOWNERS' ASSOCIATION ("HOA"), and CITY OF CORCORAN HOUSING AUTHORITY ("AUTHORITY").

II. RECITALS

WHEREAS, on August 18, 1992, a Declaration of Covenants, Conditions and Restrictions Kings Estates ("Declaration" or "CC&Rs") was recorded as document number 9215318 in the office of the county recorder of the County of Kings, concerning that certain land consisting of Lots one (1) through eighty-five (85) of Tract No. 622, as per map recorded in Book 15, Page 21 of the Official Records of the County of Kings, California ("Subdivision");

WHEREAS, the HOA is charged by the provisions of the Declaration and the bylaws of the HOA with responsibility for the operation, maintenance and management of the affairs of the Subdivision;

WHEREAS, the HOA desires to engage the services of the AUTHORITY to assist the HOA in discharging some of said responsibilities and the AUTHORITY represents that it is agreeable to assume those responsibilities herein described on the terms and conditions hereafter set forth; and

WHEREAS, the HOA presently has a single master meter water utility account with the AUTHORITY which is used to supply water to the HOA and the households of its members; and the HOA, after an opportunity to consult with legal counsel of its choice, desires to waive any actual or potential conflict of interest, if any, arising in any way from this Agreement or performance under this Agreement.

ACCORDINGLY, IT IS AGREED:

III. SPECIFIC TERMS

1. Exclusive Agency. The HOA hereby employs the AUTHORITY and the AUTHORITY accepts such employment as the HOA's managing agent for assessments, collections and CC&Rs enforcement during the term of this Agreement, to manage and provide services upon the terms hereafter set forth, for and on behalf of the HOA. The HOA agrees while this Agreement remains in effect, the HOA shall and must not authorize any other person to undertake the collection and enforcement activity without the express

written consent of the AUTHORITY and any such apparent authorization shall be void from its inception.

2. Term. This Agreement shall commence on the **November 1, 2013**, and terminate on **June 30, 2014**. It shall thereafter continue on a year-to-year basis unless terminated by either party giving to the other party written termination notice at least sixty (60) days prior to the date which the then current term expires. The AUTHORITY may immediately terminate this Agreement if a bankruptcy petition pertaining to the HOA is filed in a bankruptcy court or if a petition for the appointment of a receiver over the HOA or its assets is filed in any court.

3. Scope of Services.

(a) In consideration of the compensation provided under this Agreement, the AUTHORITY agrees to devote its reasonable time in the collection of amounts receivable by the HOA and related enforcement of the Declaration/CC&Rs, bylaws and rules enacted by the HOA.

(b) The HOA must immediately appoint a property manager and said property manager shall be the HOA's primary representative as to this Agreement. Unless modified by a writing duly signed and approved by the governing bodies of both of the parties to this Agreement, and subject to the operative provisions of the Declaration and the bylaws of the HOA, the authority, duties and responsibilities of the AUTHORITY under this Agreement are as follows:

1. Notify all members of the HOA, at least annually, of their respective regular and special assessments, dues and common charges imposed by the HOA. The AUTHORITY is authorized to carry out all required steps necessary or convenient to enable the HOA to levy any regular or special annual, monthly and/or other periodic assessments or dues. Take all reasonable steps to collect from members all new and past due regular or special annual, monthly and/or other periodic assessments or dues levied from time to time by the HOA. The AUTHORITY shall have the final authority to engage in the collection and enforcement of any delinquent assessment, dues, common charge or other charges, including enforcement of liens through any lawful means.

2. Coordinate with an attorney, if necessary or convenient, to issue or serve all correspondence and/or other notices for any member delinquency, including violations of the CC&Rs, HOA rules or other governing documents.

3. Coordinate with attorney, if necessary or convenient, the filing and recording of notices and liens on the separate real property interests of delinquent and non-compliant members.

4. The AUTHORITY shall maintain accurate records of all funds received, disbursed and expended in connection with the AUTHORITY's performance under this Agreement and said financial records shall be available for the HOA's inspection at reasonable times after receipt of written request therefor.

5. The AUTHORITY will prepare and submit to the HOA, on or about the fifteenth (15th) day of each month, a full accounting or receipts and disbursements for the immediately preceding month. This Agreement does not require the AUTHORITY to prepare or furnish an audit report. Any audit desired or needed by the HOA must be prepared, at the HOA's expense, by an accountant selected by the HOA.

6. The AUTHORITY is hereby granted the authority to prepare, execute and file any forms, notices, statements and pleadings required by law for the collection and enforcement of the assessments levied by the HOA and the CC&Rs and other governing documents. This necessarily includes, but is not limited to, the filing and/or recording of such forms, notices, statements, pleadings and other documents required under federal, state and local laws, and the expense therefor must be paid or reimbursed by the HOA.

7. The AUTHORITY will regularly meet with the HOA's property manager to discuss collections and enforcements undertaken by the AUTHORITY and will attend up to a maximum of one meeting per month with the Board of Directors of the HOA, unless such board meeting is scheduled on any weekend or holiday; any such meeting must not exceed two (2) hours in length.

(c) In carrying out its duties under this Agreement, when the AUTHORITY determines that legal assistance is necessary or convenient, including but not limited to collections and enforcement, the AUTHORITY may obtain such assistance from its existing legal counsel. The AUTHORITY is hereby authorized to commence meritorious legal actions in the HOA's name only unless specifically directed otherwise by the HOA. All reasonable legal fees, costs and expenses incurred by the AUTHORITY in carrying out its obligations under this Agreement must be reimbursed to the AUTHORITY by the HOA and paid from the HOA's funds within thirty (30) days after the HOA's receipt of written notice or invoice from the AUTHORITY.

(c) The AUTHORITY shall not be obligated or responsible for carrying out any duties or obligations of the HOA not expressly enumerated in this Agreement including but

not limited to functions and duties: general administrative; property maintenance; general bookkeeping; auditing; and customer/member relations.

4. Association's Responsibilities and Representations. In consideration of, and to facilitate, the services to be rendered by the AUTHORITY under this Agreement, the HOA agrees as follows:

(a) The HOA must maintain accurate and up-to-date records of all assessments levied upon its members and corresponding amounts actually received by the HOA; said financial records must be available for the AUTHORITY's inspection and copying at reasonable times during which this Agreement is effective. The property manager of the HOA must cause to be prepared and maintained an accurate and up-to-date monthly delinquency list of the HOA members and provide such list to the AUTHORITY on the first day of each calendar month. The HOA's accounting records and reports must be provided to the AUTHORITY in any reasonable format requested by the AUTHORITY.

(b) The HOA must promptly furnish the AUTHORITY with all documents and records necessary or convenient for collection and enforcement of regular and special assessments levied by the HOA. All original records of the HOA are, and will remain the sole property of the HOA, and upon termination of this Agreement, the AUTHORITY should promptly return any and all such records to the HOA or to a person designated by the Board of Directors of the HOA. Such records must be obtained from the AUTHORITY's office by the HOA's property manager or other designee.

(c) Compensation. The HOA shall pay the AUTHORITY a flat services fee of one thousand dollars (\$1,000) each calendar month plus reimbursement for expenses incurred. Said fee must be paid by the earlier of the tenth (10th) day of the calendar month or fifteen (15) days from the date listed on the AUTHORITY's notice or invoice.

(d) In addition to the aforesaid compensation, the HOA must reimburse the AUTHORITY, on a monthly basis, for expenses incurred in carrying out the services provided for in this Agreement. Such expenses may include legal expenses, filing fees, postage, photocopying, telephone charges and other out-of-pocket expenses reasonably incurred by the AUTHORITY in the performance of its services hereunder.

(e) In the event the AUTHORITY is reasonably required to perform services other than those set forth in this Agreement to facilitate carrying out its obligations under this Agreement, the AUTHORITY must be paid additional compensation at a reasonable rate mutually agreed between the AUTHORITY and the HOA.

(f) Whenever the AUTHORITY receives, on behalf of the HOA, payments from members of the HOA, the AUTHORITY must receive a fee from the HOA of twenty-five

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dollars (\$25) for each returned check. Said fee must be assessed to the corresponding homeowner's statement. The same fee shall be applicable to any check written by the HOA to the AUTHORITY.

(g) The HOA hereby assigns to the AUTHORITY out of any recovery obtained from the HOA's members, whether such recovery is by voluntary payment, settlement, judgment or otherwise, and hereby grants the AUTHORITY a lien on said recovery for, a total sum equal to the full amount of all fees owing to the AUTHORITY hereunder plus all costs and expenses advanced by the AUTHORITY under this Agreement. While carrying out this Agreement, the HOA authorizes AUTHORITY to collect and receive, in trust for the HOA, all assessment, judgment and/or settlement payments owed by the HOA's members. The AUTHORITY is authorized to retain therefrom all fees and costs owed to the AUTHORITY hereunder and to use any remaining sum to pay any amount owed for water utility service. Any sum remaining thereafter shall be forwarded to the HOA's property manager.

(h) The HOA must take reasonable measures to timely pay all fees incurred by the HOA hereunder and to pay for all costs and expenses advanced by the AUTHORITY in carrying out this Agreement including, if necessary, the levying of one or more appropriate assessments.

(i) The HOA agrees to designate one individual as property manager and an alternate who shall be authorized to conduct the business of the HOA with the AUTHORITY on any matter relating to the management of the HOA and, in the absence of such designation by the HOA, the President of the HOA's Board of Directors may be regarded by the AUTHORITY as having such authority. When necessary, the AUTHORITY will act as liaison between the homeowners and the HOA for collections and enforcements, but will not accept direction from anyone other than the designated individual.

5. The HOA warrants that: (i) it is duly authorized to enter into and execute this Agreement for and on behalf of all the members of the HOA; and (ii) its employment and designation of duties to the AUTHORITY hereunder are authorized by and pursuant to the laws of the appropriate governmental authorities and all specific legal and governing documents of the HOA.

IV. GENERAL TERMS

7. Independent Contractor Status. This Agreement is entered into by both parties with the express understanding that the services provided by the AUTHORITY under this Agreement are performed as an independent contractor. Nothing in this Agreement shall be construed to constitute any one party hereto (or any of its employees or officers) as an employee or officer of the other party.

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8. Indemnification and Insurance.

(a) The HOA shall and must defend, indemnify and save the AUTHORITY, its employees and its agents harmless from any and all claims, costs, expenses, demand, attorneys' fees, suits, liabilities, judgments and damages of any kind arising from or in connection with the AUTHORITY's, its employees' and agents' performance or exercise of any of the duties, obligations, powers or authority granted to the AUTHORITY under this Agreement. This indemnification obligation shall continue beyond the term of this Agreement as to any acts or omissions occurring under this Agreement or any extension of this Agreement.

(b) The HOA agrees that at all times when this Agreement is effective, all errors and omission, property damage, bodily injury and personal injury insurance carried by the HOA shall and must, without cost to the AUTHORITY, also include the AUTHORITY and its employees and agents, while they are acting on behalf of the HOA, by naming the same as additional insureds. The HOA must provide to the AUTHORITY a Certificate of Insurance evidencing such coverage.

(c) The HOA agrees that the AUTHORITY shall not be liable to the HOA for any errors in judgment or for acts or omissions of AUTHORITY's employees, agents or representatives which were made in good faith. The AUTHORITY also shall not be liable to the HOA for: failure to seek or pursue any obligations for payment for which the AUTHORITY has not received notice; and any obligations for payment for which the AUTHORITY's attempt to collect was carried out in good faith but was ultimately unsuccessful.

9. Governing Law. This Agreement shall be interpreted and governed under the laws of the State of California without reference to California conflicts of law principles. The parties agree that this contract is made in and shall be performed in the City of Corcoran, California.

10. Binding Effect. This Agreement shall inure to the benefit of and constitute a binding obligation upon the successors and assigns of the parties hereto.

11. No Waiver. The failure of either party to insist on strict compliance with any provision of this Agreement shall not be considered a waiver of any right to do so, whether for that breach or any subsequent breach. The acceptance by either party of either performance or payment shall not be considered to be a waiver of any preceding breach of the Agreement by the other party.

12. Entire Agreement Represented. This Agreement represents the entire agreement between the parties hereto as to its subject matter and no prior oral or written

understanding shall be of any force or effect. No part of this Agreement may be modified without the written consent of both parties.

13. Notices. (a) Except as may be otherwise required by law, any notice to be given shall be written and shall be either personally delivered, sent by facsimile transmission or sent by first class mail, postage prepaid and addressed as follows:

AUTHORITY:

With A Copy To:

Executive Director
CORCORAN HOUSING AUTHORITY
832 Whitley Avenue
Corcoran, CA 93212
559-992-2151
559-992-2348 - Fax

Michael L. Farley, Agency Counsel
FARLEY LAW FIRM
108 West Center Avenue
Visalia, California 93291
559-738-5975
559-732-2305 – Fax

HOA:

Phone No.: _____

Fax No.: _____

(b) Notice personally delivered is effective when delivered. Notice sent by facsimile transmission is deemed to be received upon successful transmission. Notice sent by first class mail shall be deemed received on the fifth day after the date of mailing. Either party may change the above address by giving written notice pursuant to this paragraph.

14. Further Assurances. Each party will execute any additional documents and perform any further acts that may be reasonably required to effect the purposes of this Agreement.

15. Conflict With Laws Or Regulations/Severability. This Agreement is subject to all applicable laws and regulations. If any provision of this Agreement is found by any court or other legal authority, or is agreed by the parties to be, in conflict with any code or regulation governing its subject matter, only the conflicting provision shall be considered null and void. If the effect of nullifying any conflicting provision is such that a material benefit of the Agreement to either party is lost, the Agreement may be terminated at the option of the affected party. In all other cases the remainder of the Agreement shall continue in full force and effect

16. Exhibits And Recitals. The recitals and the exhibits to this Agreement are fully incorporated into and are integral parts of this Agreement.

17. No Third-Party Beneficiaries Intended. Unless specifically set forth, the parties to this Agreement do not intend to provide any other party with any benefit or enforceable legal or equitable right or remedy.

18. Construction. This Agreement reflects the contributions of all undersigned parties and accordingly the provisions of Civil Code section 1654 shall not apply to address and interpret any alleged uncertainty or ambiguity.

19. Headings. Section headings and paragraph headings are provided for organizational purposes only and do not in any manner affect the scope, meaning or intent of the provisions under the headings.

20. Attorneys' Fees. If either party hereto brings an action to enforce the terms hereof or declare rights hereunder, the prevailing party in any such action, or trial or appeal, shall be entitled to reasonable attorneys' fees from the non-prevailing party as fixed by the court.

IN WITNESS WHEREOF, the parties have executed this Agreement the day and year first above written.

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CORCORAN HOUSING AUTHORITY

Date: _____ BY _____
Jim Wadsworth, Board Chairman

ATTEST:
Housing Authority Secretary

By _____
Lorraine P. Lopez

ASSOCIATION

Corporations Code section 313 requires that contracts with a corporation be signed by both (1) the chairman of the Board of Directors, the president or any vice-president, and (2) the secretary, any assistant secretary, the chief financial officer, or any assistant treasurer, unless the contract is accompanied by a certified copy of the corporation's Board of Directors' resolution authorizing the execution of the contract.

Date: _____ By _____
TITLE _____

Date: _____ By _____
TITLE _____

MD/09092013 - Corcoran - Agreement to Enforce CC&Rs-2.doc

**MATTERS FOR MAYOR AND COUNCIL
ITEM #: 8**

MEMORANDUM

MEETING DATE: November 04, 2013

TO: Corcoran City Council

FROM: Lorraine Lopez, Assistant to the City Manager/City Clerk

SUBJECT: Matters for Mayor & Council

UPCOMING EVENTS / MEETINGS

- November 18, 2013 (Monday) Centennial Committee Meeting – 5:00 PM, Council Chambers.
- November 18, 2013 (Monday) City Council Meeting – 6:00 PM, Council Chambers.
- November 22, 2013 (Friday) Employee Recognition – 12:00 PM, Veteran’s Building
- November 28-29, 2013 (Thursday/Friday) City Offices Closed, Observance of Thanksgiving.
- December 2, 2013(Monday) City Council Meeting – 6:00 PM, Council Chambers

A. Information Items

B. Council Comments – *This is the time for council members to comment on matters of interest.*

1. Staff Referral Items

C. Committee Reports

D. Council Goals

Two Year Goals:

1. Safe Crossings on Highway 43
2. Balance Budget
3. Maintain Services
4. Prepare for Centennial Activities

Long Term Goals:

1. Lighted Soccer Field
2. Demolition of Grain Building
3. Police Department Facility



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

DATE Sent to Council/ Request made	REQUEST	STATUS	DEPARTMENT RESPONSIBLE Dept/Division
03/05/12	UPDATE: 10/21/13 Staff presented the best practices policy for Special Events. Council was satisfied with the information and suggested this item be marked completed. UPDATE: 06/17/13 Council requested this item return at a future meeting. UPDATE: 04/15/13 Staff provided a policy and it was tabled pending further information. 03/05/12 Council directed staff develop guidelines for co-sponsorship of events.	10/21/13 Completed	City Clerk/ Finance
04/01/13	Council directed staff to explore options to have Wi-Fi hardware and or internet connection in the Council Chambers.		City Manager
04/01/13	Council directed staff to explore options to establish electronic council packets (e-packets) and cost of tablets including funding options.		City Manager
04/01/13	Council directed staff to explore options to upgrade audio visual (AV) equipment, including audio (microphone), video projection and display in the Council Chambers.		City Manager
04/15/13	UPDATE: 08/19/13 Council discussed options to resolve utility and payment issues. Direction provided to legal counsel and staff. 06/17/13: Staff notified Council this item will return at a future meeting. 04/15/13: Council directed staff to identify options for Kings Estates utility services/billing.	Ongoing	City Manager/ Public Works
06/17/13	Council requested a regular item return regarding Solar projects.		City Manager/ Public Works
07/01/13	UPDATE: 09/16/13 Staff presented revenue generating options to Council. Council requested additional information on specific items. Council requested information regarding revenue generating initiatives.	Ongoing	City Manager
09/03/13	Council approved display of "In God We Trust" motto. Staff to return with options.		City Manager